

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2017

OR

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

For the transition period from _____ to _____

Commission File Number 001-33843



Synacor, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

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

16-1542712
(I.R.S. Employer Identification No.)

14202
(Zip Code)

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

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

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

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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.

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

As of November 10, 2017, there were 38,686,068 shares of the registrant's common stock outstanding.

SYNACOR, INC. AND SUBSIDIARIES

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PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

SYNACOR, INC.
 CONDENSED CONSOLIDATED BALANCE SHEETS - UNAUDITED
 AS OF SEPTEMBER 30, 2017 AND DECEMBER 31, 2016
 (In thousands except for share and per share data)

	September 30, 2017	December 31, 2016
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 22,932	\$ 14,315
Accounts receivable, net of allowance of \$70 and \$263, respectively	20,453	27,386
Prepaid expenses and other current assets	6,583	4,862
Total current assets	49,968	46,563
PROPERTY AND EQUIPMENT, net	20,749	14,406
GOODWILL	15,956	15,943
INTANGIBLE ASSETS, net	13,230	14,837
OTHER LONG-TERM ASSETS	802	1,650
Total assets	<u>\$ 100,705</u>	<u>\$ 93,399</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 17,791	\$ 18,769
Accrued expenses and other current liabilities	8,126	11,684
Current portion of deferred revenue	11,005	12,149
Current portion of capital lease obligations	2,479	982
Total current liabilities	39,401	43,584
LONG-TERM PORTION OF CAPITAL LEASE OBLIGATIONS	3,981	1,014
DEFERRED REVENUE	2,981	3,917
LONG-TERM DEBT	—	5,000
OTHER LONG-TERM LIABILITIES	428	235
Total liabilities	46,791	53,750
COMMITMENTS AND CONTINGENCIES (Note 8)		
STOCKHOLDERS' EQUITY:		
Preferred stock – par value \$0.01 per share; authorized 10,000,000 shares; none issued	—	—
Common stock – par value \$0.01 per share; authorized 100,000,000 shares; 39,451,256 shares issued and 38,635,883 shares outstanding at September 30, 2017 and 31,626,635 shares issued and 30,881,148 shares outstanding at December 31, 2016	395	316
Treasury stock – at cost, 815,373 shares at September 30, 2017 and 745,487 shares at December 31, 2016	(1,664)	(1,547)
Additional paid-in capital	141,700	117,747
Accumulated deficit	(86,521)	(76,850)
Accumulated other comprehensive income (loss)	4	(17)
Total stockholders' equity	53,914	39,649
Total liabilities and stockholders' equity	<u>\$ 100,705</u>	<u>\$ 93,399</u>

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

SYNACOR, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS - UNAUDITED
FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016
(In thousands except for share and per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
REVENUE	\$ 36,269	\$ 31,721	\$ 94,025	\$ 92,457
COSTS AND OPERATING EXPENSES:				
Cost of revenue (exclusive of depreciation and amortization shown separately below)	17,620	14,611	44,644	41,099
Technology and development (exclusive of depreciation and amortization shown separately below)	6,748	6,791	20,950	19,255
Sales and marketing	6,179	5,907	19,025	17,177
General and administrative (exclusive of depreciation and amortization shown separately below)	4,495	4,871	12,820	15,027
Depreciation and amortization	2,596	2,414	7,004	6,782
Total costs and operating expenses	37,638	34,594	104,443	99,340
LOSS FROM OPERATIONS	(1,369)	(2,873)	(10,418)	(6,883)
GAIN ON SALE OF INVESTMENT	1,902	—	1,902	—
OTHER INCOME (EXPENSE)	99	(38)	172	206
INTEREST EXPENSE	(127)	(75)	(328)	(227)
INCOME (LOSS) BEFORE INCOME TAXES	505	(2,986)	(8,672)	(6,904)
INCOME TAX PROVISION	244	379	999	783
NET INCOME (LOSS)	\$ 261	\$ (3,365)	\$ (9,671)	\$ (7,687)
NET INCOME (LOSS) PER SHARE:				
Basic	\$ 0.01	\$ (0.11)	\$ (0.27)	\$ (0.26)
Diluted	\$ 0.01	\$ (0.11)	\$ (0.27)	\$ (0.26)
WEIGHTED AVERAGE SHARES USED TO COMPUTE NET INCOME (LOSS) PER SHARE:				
Basic	38,471,377	30,260,172	35,590,563	30,108,725
Diluted	39,940,790	30,260,172	35,590,563	30,108,725

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

SYNACOR, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS – UNAUDITED
FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016
(In thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Net income (loss)	\$ 261	\$ (3,365)	\$ (9,671)	\$ (7,687)
Other comprehensive income:				
Changes in foreign currency translation adjustment	(23)	112	21	(19)
Comprehensive income (loss)	<u>\$ 238</u>	<u>\$ (3,253)</u>	<u>\$ (9,650)</u>	<u>\$ (7,706)</u>

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

SYNACOR, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - UNAUDITED
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016
(In thousands)

	Nine Months Ended September 30,	
	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (9,671)	\$ (7,687)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	7,004	6,782
Capitalized software impairment	256	—
Stock-based compensation expense	1,928	2,104
Gain on sale of long-term investment	(1,902)	—
Provision for deferred income taxes	197	—
Increase in estimated value of contingent consideration	107	90
Changes in operating assets and liabilities, net of effect of acquisition:		
Accounts receivable, net	6,933	5,313
Prepaid expenses and other assets	(1,646)	(1,282)
Accounts payable	(1,668)	1,842
Accrued expenses and other liabilities	(2,369)	1,245
Deferred revenue	(2,080)	(1,696)
Net cash (used in) provided by operating activities	(2,911)	6,711
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from the sale of investment	2,645	—
Purchases of property and equipment	(5,774)	(4,246)
Acquisition	—	(2,500)
Net cash used in investing activities	(3,129)	(6,746)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from offering of common stock, net of underwriting costs	20,258	—
Payments of public offering issuance costs	(212)	—
Repayments of long-term debt	(5,000)	—
Repayments on capital lease obligations	(914)	(1,242)
Proceeds from exercise of common stock options	1,942	744
Treasury stock shares received to satisfy minimum withholding liabilities	(117)	(128)
Deferred acquisition payments	(1,300)	—
Net cash provided by (used in) financing activities	14,657	(626)
Effect of exchange rate changes on cash and cash equivalents	—	(8)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	8,617	(669)
Cash and cash equivalents, beginning of period	14,315	15,697
Cash and cash equivalents, end of period	\$ 22,932	\$ 15,028
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid for interest	\$ 328	\$ 247
Cash paid for income taxes	\$ 572	\$ 439
SUPPLEMENTAL DISCLOSURES OF NON-CASH INVESTING AND FINANCING TRANSACTIONS:		
Non-cash proceeds from sale investment	\$ 257	\$ —
Liability for estimated additional acquisition consideration	\$ —	\$ 567
Property, equipment and service center contracts financed under capital lease	\$ 5,832	\$ 982
Minimum capital lease payments in accounts payable	\$ 454	\$ —
Accrued property and equipment expenditures	\$ 462	\$ 463
Stock-based compensation capitalized to property and equipment	\$ 116	\$ 142

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

SYNACOR, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED
AS OF SEPTEMBER 30, 2017 AND DECEMBER 31, 2016, AND
FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2017 AND 2016

1. The Company and Summary of Significant Accounting Principles

Synacor, Inc., together with its consolidated subsidiaries (collectively, the “Company” or “Synacor”), is the trusted technology development, multiplatform services and revenue partner for video, internet and communications providers, device manufacturers, governments and enterprises. Synacor enables its customers to provide their consumers engaging, multiscreen experiences and advertising to their consumers that require scale, actionable data and sophisticated implementation.

Basis of Presentation —

The interim unaudited condensed consolidated financial statements and accompanying notes have been prepared in accordance with United States generally accepted accounting principles (“U.S. GAAP”) and include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. In the opinion of the Company’s management, the interim unaudited condensed consolidated financial statements include all adjustments, which include only normal recurring adjustments, necessary for the fair presentation of the Company’s financial position for the periods presented. These interim unaudited condensed consolidated financial statements are not necessarily indicative of the results expected for the full fiscal year or for any subsequent period.

The accompanying condensed consolidated balance sheet as of December 31, 2016 was derived from the audited financial statements as of that date, but does not include all the information and footnotes required by U.S. GAAP. These financial statements should be read in conjunction with the consolidated financial statements and related notes included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2016.

Accounting Estimates —

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the amounts reported and disclosed in the financial statements and the accompanying notes. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, actual results may differ from estimated amounts.

Concentrations of Risk —

As of September 30, 2017 and December 31, 2016, the Company had concentrations equal to or exceeding 10% of the Company’s accounts receivable as follows:

	Accounts Receivable	
	September 30, 2017	December 31, 2016
Google advertising affiliate	17%	*
Google search	9%	*
Advertising customer	14%	*

* - Less than 10%

For the three and nine months ended September 30, 2017 and 2016, the Company had concentrations equal to or exceeding 10% of the Company’s revenue as follows:

	Revenue					
	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	2017	2016	2017	2016
Google search	17%	10%	15%	14%	15%	14%
Google advertising affiliate	22%	*	19%	*	19%	*

* - Less than 10%

For the three and nine months ended September 30, 2017 and 2016, the following customers received revenue-share payments equal to or exceeding 10% of the Company's cost of revenue:

	Cost of Revenue					
	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016		2017	2016	
Customer A	11%	22%		13%	26%	
Customer B	27%	*		16%	*	
Customer C	*	*		*	10%	

* - Less than 10%

Recent Accounting Pronouncements —

Not Yet Adopted

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-09 (ASU 2014-09), *Revenue from Contracts with Customers*. ASU 2014-09 supersedes the revenue recognition requirements in “Revenue Recognition (Topic 605)” and requires an entity to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. In August 2015, the FASB issued ASU 2015-14 *Revenue from Contracts with Customers: Deferral of the Effective Date*, which deferred the effective date of ASU 2014-09 to annual reporting periods beginning after December 15, 2017, with earlier application permitted as of annual reporting periods beginning after December 15, 2016. In March 2016, the FASB issued ASU 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*, to clarify the implementation guidance on principal versus agent. In April 2016, the FASB issued ASU 2016-10, *Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing*, providing additional guidance relating to identifying performance obligations under ASU 2014-09 as well as licensing.

The Company is currently in the process of assessing the financial impact of adopting these ASUs and the methods of adoption. The Company currently recognizes subscription license revenue from its Email/Collaboration contracts, which is included within recurring and fee-based revenue, over the life of the contracts (which are typically six months or longer). The Company has concluded that the new guidance will require significantly expanded revenue disclosures, and has tentatively concluded that it is likely that this new guidance will require it to recognize a portion of the revenue from those license contracts upon delivery, at the inception of the contracts, which would have the effect of accelerating recognition of revenue on such contracts, and may have a material impact on the Company's consolidated financial statements. The standard will be effective for the Company beginning January 1, 2018. The Company will adopt the standard as of its effective date of January 1, 2018. The guidance permits two methods of adoption: retrospectively to each prior reporting period presented (full retrospective method), or retrospectively with the cumulative effect of initially applying the guidance recognized at the date of initial application (the cumulative catch-up transition method). The Company has decided to use the latter method.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* which amends lease accounting by lessors and lessees. This new standard will require, among other things, that lessees recognize a right-to-use asset and related lease liability for all significant financing and operating leases, and specifies where in the statement of cash flows the related lease payments are to be presented. The standard is effective for years beginning after December 15, 2018, including interim periods within those years (beginning in calendar year 2019 for the Company), and early adoption is permitted. Adoption of ASU 2016-02 is required to be applied on a modified retrospective basis. The Company is currently in the process of evaluating the impact the adoption of ASU 2016-02 will have on its consolidated financial statements, but currently expects that most of its operating lease commitments will be subject to the new standard and recognized as operating lease liabilities and right-of-use assets upon the adoption of ASU 2016-02, which will increase the total assets and total liabilities that it reports as compared to those reported prior to adoption. The Company expects to adopt the standard as of January 1, 2019.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments* (ASU 2016-15), which provides guidance related to cash flows presentation and is effective for annual reporting periods beginning after December 15, 2017, subject to early adoption, which is permitted using a retrospective transition approach. ASU 2016-15 is intended to standardize the classification of certain cash receipts and cash payments in the Statement of Cash Flows, and is effective for the Company in its first quarter of fiscal 2018. The Company expects that it will adopt ASU 2016-15 in the first quarter of fiscal 2018 and is currently evaluating the impact of the pending adoption on its consolidated financial statements.

Recently Adopted

In March 2016, the FASB issued ASU 2016-09, *Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*, which changes how companies account for certain aspects of stock-based awards to employees, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as the classification in the statement of cash flows. Effective January 1, 2017, the Company has adopted ASU 2016-09. The standard eliminated the requirement to defer recognition of excess tax benefits related to employee share-based awards until they are realized through a reduction to income taxes payable. The Company applied the modified retrospective method, and there was no net cumulative-effect adjustment to retained earnings on January 1, 2017 as the increase of \$0.7 million in deferred income tax assets for previously unrecognized excess tax benefits was fully offset by a valuation allowance. As permitted by the ASU, the Company will continue to use an estimated forfeiture rate in determining stock-based compensation expense.

In January 2017, the FASB issued ASU 2017-04, *Simplifying the Test for Goodwill Impairment (Topic 350)*, to simplify the accounting for goodwill impairment. The guidance removes Step 2 of the goodwill impairment test. A goodwill impairment will now be measured as the amount by which a reporting unit's carrying value exceeds its fair value, limited to the amount of goodwill allocated to that reporting unit. ASU 2017-04 is effective for interim and annual periods beginning after December 15, 2019, with early adoption permitted for any impairment tests performed after January 1, 2017. The Company has adopted the new guidance on a prospective basis during the first quarter of 2017. The adoption of this ASU has not impacted the Company's consolidated financial statements.

2. Stock Offering

In April 2017, the Company completed an underwritten public offering (the "Offering") of its common stock in which it sold 5,715,000 shares at a price of \$3.50 per share. Subsequently, in May 2017, and as part of the Offering, the Company completed the sale of 472,846 additional shares of its common stock at the same price upon the exercise of the underwriters' over-allotment option, for a total of 6,187,846 shares. The Offering resulted in total net proceeds of \$20.0 million, after deduction of underwriting discounts and commissions totaling \$1.4 million and other offering expenses totaling \$0.2 million.

3. Acquisitions

In August 2015, the Company and Zimbra, Inc. (now known as "TZ Holdings") entered into an agreement under which the Company acquired certain assets relating to TZ Holdings' email/collaboration products and services business, including certain of its wholly-owned foreign subsidiaries, for cash consideration of \$17.3 million, 2.4 million shares of common stock and warrants to purchase 480,000 shares of common stock (collectively valued at \$3.2 million). The Company held back an additional 600,000 shares of common stock and warrants to purchase an additional 120,000 shares of common stock (collectively valued at \$0.8 million at the acquisition date) to secure TZ Holdings' indemnification obligations including pending claims. The held back common shares and warrants were released to TZ holdings in March 2017. The warrants expire on September 14, 2018.

Additionally, TZ Holdings was eligible to receive cash consideration of up to \$2.0 million (the "Earn-Out Consideration") upon the satisfaction of certain business performance milestones following the closing of the transaction, subject to and contingent upon any reduction to satisfy indemnification claims including pending claims. The acquisition date fair value of this contingent consideration was estimated to be \$1.6 million. The Company paid \$0.9 million of the Earn-Out Consideration to TZ Holdings in November 2016, and the Company paid the remaining \$0.7 million of the Earn-Out Consideration in May 2017.

In connection with the Company's February 2016 acquisition of Technorati, the Company withheld \$0.5 million of the purchase price to secure Technorati's indemnification obligations under the Asset Purchase Agreement, and the Company owed approximately \$0.1 million in post-closing working capital adjustments. These amounts were paid in March 2017.

4. Goodwill and Other Intangible Assets

The change in goodwill is as follows for the nine months ended September 30, 2017 and 2016 (in thousands):

	Nine Months Ended September 30,	
	2017	2016
Balance – beginning of period	\$ 15,943	\$ 15,187
Acquisition of Technorati	—	751
Effect of foreign currency translation	13	11
Balance – end of period	<u>\$ 15,956</u>	<u>\$ 15,949</u>

Intangible assets consisted of the following (in thousands):

	September 30, 2017	December 31, 2016
Customer and publisher relationships	\$ 14,780	\$ 14,780
Technology	2,330	2,330
Trademark	300	300
	<u>17,410</u>	<u>17,410</u>
Less accumulated amortization	(4,180)	(2,573)
Intangible assets, net	<u>\$ 13,230</u>	<u>\$ 14,837</u>

Amortization of intangible assets totaled \$0.6 million and \$0.5 million for the three months ended September 30, 2017 and 2016, respectively, and \$1.6 million and \$1.5 million for the nine months ended September 30, 2017 and 2016, respectively.

5. Property and Equipment – Net

Property and equipment, net consisted of the following (in thousands):

	September 30, 2017	December 31, 2016
Computer equipment (1)	\$ 28,782	\$ 23,438
Computer software	18,075	15,198
Furniture and fixtures	2,601	2,062
Leasehold improvements	1,638	1,463
Work in process (primarily software development costs)	7,468	4,572
Other	126	249
	<u>58,690</u>	<u>46,982</u>
Less accumulated depreciation (2)	(37,941)	(32,576)
Property and equipment, net	<u>\$ 20,749</u>	<u>\$ 14,406</u>

Notes:

- (1) Includes equipment and software held under capital leases of \$11.1 million and \$5.2 million as of September 30, 2017 and December 31, 2016, respectively.
- (2) Includes \$4.6 million and \$3.4 million of accumulated depreciation of equipment under capital leases as of September 30, 2017 and December 31, 2016, respectively.

Depreciation expense totaled \$2.1 million and \$1.9 million for the three months ended September 30, 2017 and 2016, respectively, and \$5.4 million and \$5.3 million, for the nine months ended September 30, 2017 and 2016, respectively.

6. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	September 30, 2017	December 31, 2016
Accrued compensation	\$ 4,429	\$ 6,860
Accrued content fees	1,289	1,788
Accrued business acquisition consideration	—	1,193
Other	2,408	1,843
Total	<u>\$ 8,126</u>	<u>\$ 11,684</u>

7. Information About Segment and Geographic Areas

Operating segments are components of the Company in which separate financial information is available that is evaluated regularly by the Company's chief operating decision maker in deciding how to allocate resources and in assessing performance. The chief operating decision maker for the Company is the Chief Executive Officer. The Chief Executive Officer reviews financial information presented on a total company basis, accompanied by information about revenue by major service line for purposes of allocating resources and evaluating financial performance. Profitability measures by service line are not prepared or used. The Company

has one business activity and there are no segment managers who are held accountable for operations, operating results or plans for levels or components below the company level. Accordingly, the Company has determined that it has a single reporting segment and operating unit structure.

The following tables set forth revenue and long-lived tangible assets by geographic area (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Revenue:				
United States	\$ 30,742	\$ 27,169	\$ 77,600	\$ 79,787
International	5,527	4,552	16,425	12,670
Total revenue	<u>\$ 36,269</u>	<u>\$ 31,721</u>	<u>\$ 94,025</u>	<u>\$ 92,457</u>
		September 30, 2017	December 31, 2016	
Long-lived tangible assets:				
United States		\$ 19,952	\$ 13,519	
Canada		526	573	
Other international		271	314	
Total long-lived tangible assets		<u>\$ 20,749</u>	<u>\$ 14,406</u>	

8. Commitments and Contingencies

Contract Commitments —

The Company is obligated to make minimum payments under various contracts with vendors and other business partners, principally for revenue-share and content arrangements. Contract commitments as of September 30, 2017 are as follows (in thousands):

Year ending December 31,		
2017 (remaining - three months)		\$ 225
2018		900
2019		900
2020		300
Total		<u>\$ 2,325</u>

Capital Lease Commitments —

Capital lease commitments for the remainder of 2017 and for the following three years as of September 30, 2017 are summarized as follows (in thousands):

Years Ending December 31,	Capital Lease Commitments
2017 (three months remaining)	\$ 719
2018	2,712
2019	2,351
2020	1,152
Total minimum capital lease commitments	6,934
Less-amount representing interest	474
Total capital lease obligations	6,460
Less-current portion of capital lease obligations	2,479
Long-term portion of capital lease obligations	<u>\$ 3,981</u>

Litigation —

From time to time, the Company is a party to legal actions. In the opinion of management, the outcome of these matters is not expected to have a material impact on the consolidated financial statements of the Company.

9. Stock-based Compensation

The Company has stock-based employee compensation plans for which compensation cost is recognized in its financial statements. The cost is measured at the grant date, based on the fair value of the award, determined using the Black-Scholes option pricing model, and is recognized as an expense over the employee's requisite service period (generally the vesting period of the equity award).

No income tax deduction is allowed for incentive stock options ("ISOs"). Accordingly, no deferred income tax asset is recorded for the potential tax deduction related to these options. Expense related to stock option grants of non-qualified stock options ("NSOs") results in a temporary difference, which gives rise to a deferred tax asset.

Total stock-based compensation expense included in the accompanying condensed consolidated statements of operations for the periods presented, is as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Technology and development	\$ 190	\$ 238	\$ 604	\$ 681
Sales and marketing	142	173	500	604
General and administrative	273	269	824	819
Total stock-based compensation expense	<u>\$ 605</u>	<u>\$ 680</u>	<u>\$ 1,928</u>	<u>\$ 2,104</u>

Stock Option Activity – A summary of the stock option activity for the nine months ended September 30, 2017 is presented below:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2017	8,756,174	\$ 2.53		
Granted	1,486,400	3.21		
Exercised	(858,438)	2.24		
Forfeited or expired	(678,005)	3.64		
Outstanding at September 30, 2017	<u>8,706,131</u>	\$ 2.59	7.16	\$ 3,267
Vested and expected to vest at September 30, 2017	<u>8,380,530</u>	\$ 2.58	7.09	\$ 3,173
Vested and exercisable at September 30, 2017	<u>4,959,229</u>	\$ 2.59	6.13	\$ 1,934

Aggregate intrinsic value represents the difference between the Company's closing stock price of its common stock and the exercise price of outstanding, in-the-money options. The Company's closing stock price as reported on the Nasdaq Global Market as of September 30, 2017 was \$2.70 per share. The total intrinsic value of options exercised for the nine months ended September 30, 2017 was \$1.0 million. The weighted average fair value of options issued during the nine months ended September 30, 2017 amounted to \$1.55 per option share.

As of September 30, 2017, the unrecognized compensation cost related to non-vested options granted, for which vesting is probable, and adjusted for estimated forfeitures, was approximately \$4.4 million. This cost is expected to be recognized over a weighted-average period of 2.6 years. The total fair value of shares vested was \$1.5 million for the nine months ended September 30, 2017.

In addition, the Company may, from time to time, grant Restricted Stock Units ("RSUs") to its employees. A summary of RSU activity for the nine months ended September 30, 2017 is presented below:

	Number of Shares	Weighted Average Fair Value
Unvested—January 1, 2017	319,889	\$ 2.71
Granted	—	—
Released	(174,236)	2.51
Forfeited	(18,427)	2.96
Unvested—September 30, 2017	<u>127,226</u>	\$ 2.95
Unvested expected to vest—September 30, 2017	<u>123,975</u>	\$ 2.93

10. Net Income (Loss) Per Common Share Data

Basic net income (loss) per share is computed using the weighted-average number of common shares outstanding during the period. Diluted net income (loss) per share is computed using the weighted-average number of common shares and, if dilutive, potential common shares outstanding during the period. The Company's potential common shares consist of the incremental common shares issuable upon the exercise of stock options, and to a lesser extent, shares issuable upon the release of RSUs. The dilutive effect of these potential common shares is reflected in diluted earnings per share by application of the treasury stock method.

Stock options, warrants and RSUs are not included in the calculation of diluted net loss per share for the nine months ended September 30, 2017 and for the three and nine months ended September 30, 2016 because the Company had a net loss for those periods. The inclusion of these equity awards would have had an antidilutive effect on the calculation of diluted loss per share. As such, the Company's calculations of basic and diluted net loss per share are identical.

The following table presents the calculation of basic and diluted net income (loss) per share for the three and nine months ended September 30, 2017 and 2016:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Basic net income (loss) per share:				
Numerator:				
Net income (loss) (in thousands)	\$ 261	\$ (3,365)	\$ (9,671)	\$ (7,687)
Denominator:				
Weighted average common shares outstanding	38,471,377	30,260,172	35,590,563	30,108,725
Basic net income (loss) per share	\$ 0.01	\$ (0.11)	\$ (0.27)	\$ (0.26)
Diluted net income (loss) per share:				
Numerator:				
Net income (loss) (in thousands)	\$ 261	\$ (3,365)	\$ (9,671)	\$ (7,687)
Denominator:				
Weighted average common shares outstanding - basic	38,471,377	30,260,172	35,590,563	30,108,725
Add - potentially dilutive securities (options, RSUs and warrants)	1,469,413	—	—	—
Weighted average common shares outstanding - diluted	39,940,790	30,260,172	35,590,563	30,108,725
Diluted net income (loss) per share	\$ 0.01	\$ (0.11)	\$ (0.27)	\$ (0.26)

The following securities were excluded from the calculation of diluted net loss per share because their effect would have been anti-dilutive for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Anti-dilutive equity awards:				
Stock options and Restricted Stock Units	2,393,118	9,664,771	8,833,357	9,664,771
Warrants	—	480,000	600,000	480,000

11. Sale of Investment

In July 2013, the Company made a \$1.0 million strategic investment (in the form of a convertible promissory note, the "note") in Blazer and Flip Flops, Inc. ("B&FF"), doing business as "The Experience Engine," a privately-held Delaware corporation. The Company desired to gain access to the expertise of B&FF's principals in integrating its customers' systems with their customers' devices, including smartphones and tablets. In March 2015, the note was converted into preferred stock of B&FF and has since been accounted for as a cost method investment.

During the three months ended September 30, 2017, B&FF was acquired by accesso Technology Group, plc, a U.K. public company, and the Company received, in connection with the sale of its investment in B&FF, cash consideration of \$2.2 million and stock in the acquiring company valued at approximately \$0.4 million. This stock was sold in September 2017 for \$0.5 million. In addition, the Company stands to receive contingent consideration of cash and stock totaling approximately \$0.5 million, which was held back to secure B&FF's indemnification obligations under the purchase and sale agreement. These amounts have been valued at approximately \$0.3 million, and may be received after the 18-month indemnification period expires. The Company recorded a gain on sale of investment totaling \$1.9 million in the three months ended September 30, 2017.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This quarterly report on Form 10-Q contains "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. In addition, we may make other written and oral communications from time to time that contain such statements. Forward-looking statements include statements as to industry trends and future expectations of ours and other matters that do not relate strictly to historical facts. These statements are often identified by the use of words such as "may," "expect," "believe," "anticipate," "intend," "could," "estimate," or "continue," and similar expressions or variations. These statements are based on the beliefs and assumptions of our management based on information currently available to management. Such forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results and the timing of certain events to differ materially from future results expressed or implied by such forward-looking statements. These forward-looking statements include statements in this Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations." Factors that could cause or contribute to such differences include, but are not limited to, those discussed in the section titled "Risk Factors" included elsewhere in this Form 10-Q and in our other Securities and Exchange Commission filings, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2016. Furthermore, such forward-looking statements speak only as of the date of this report. We undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes thereto appearing elsewhere in this Form 10-Q and with the consolidated financial statements and notes thereto and management's discussion and analysis of financial condition and results of operations appearing in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

Our Business

We enable our customers to better engage with their consumers. Our customers include video, internet and communications providers, device manufacturers, governments and enterprises. We are their trusted technology development, multiplatform services and revenue partner. Our customers use our technology platforms and services to scale their businesses and extend their subscriber relationships. We deliver managed portals, advertising solutions, email and collaboration platforms, end-to-end video solutions and cloud-based identity management.

We enable our customers to provide their consumers engaging, multiscreen experiences with products that require scale, actionable data and sophisticated implementation. Through our Managed Portals and Advertising solutions, we enable our customers to earn incremental revenue by monetizing media among their consumers. At the same time, because consumers have high expectations for their online experience as a result of advances in video, mobile and social, we provide, through our Recurring and Fee-Based Revenue solutions, a suite of products and services that helps our customers successfully meet those high expectations by enabling them to deliver to their consumers access to the same digital content across all devices, including PCs, tablets, smartphones and connected TVs.

Overview

We generate search and digital advertising revenue from consumer traffic on our Managed Portals and Advertising solutions, which we collect from our search partner, Google Inc., or Google, our advertising network providers and directly from advertisers. We typically share a portion of this Managed Portals and Advertising revenue with our customers. Growth in this portion of our business is dependent on expansion of relationships with our existing customers and new customers adopting our Managed Portals and Advertising solutions and increased engagement by their consumers with these solutions.

We also generate revenue from our Recurring and Fee-Based Revenue solutions for the use of our technology, email and messaging, premium services and paid content. We generate this revenue in the form of licensing fees including perpetual licenses, subscription licenses, maintenance and support fees and professional services. As we expand our Cloud ID, syndicated content, Email/Collaboration and other premium services offerings, we expect to generate increased Recurring and Fee-Based revenue from our customers.

During the three months ended September 30, 2017, Managed Portals and Advertising revenue was \$22.7 million, an increase of 22% as compared to \$18.5 million for the three months ended September 30, 2016. During the nine months ended September 30, 2017, Managed Portals and Advertising revenue was \$54.2 million, an increase of 2% as compared to \$53.3 million for the nine months ended September 30, 2016.

Search revenue increased by \$2.8 million, or 87%, for the three months ended September 30, 2017 compared to the same period in 2016, due to search revenue attributable to the AT&T Portal (including personal computers, smartphones and tablets), which was fully deployed by the end of the second quarter of 2017, offset partially by the effects of ongoing migration of search activity at other portal customers from personal computers to other devices, such as tablets and smartphones, generally across the consumer base, and the residual effect of the placement of our Managed Portals and Advertising solutions on the second tab of the default Windows 8 and Windows 10 internet browsers. Search revenue increased by \$1.2 million, or 10%, for the nine months ended September 30, 2017 as compared to the same period in 2016, which is principally attributable to the AT&T Portal, deployed during the second quarter of 2017, offset partially by the effects of the migration of search activity at other customers from personal computers to other devices and the residual effect of the placement of our Managed Portals and Advertising solutions on the second tab of the default Windows 8 and Windows 10 internet browsers.

Digital advertising revenue increased by \$1.3 million, or 9%, during the three months ended September 30, 2017 as compared to the same period in 2016, and decreased by \$0.3 million, or 1%, during the nine months ended September 30, 2017 as compared to the same period in 2016. The third quarter increase in digital advertising revenue was driven by advertising on the AT&T Portal and higher syndicated advertising revenue, partially offset by lower average contractual rates for advertising and general softness in digital advertising demand. The nine-month decrease was attributable to lower average contractual rates for advertising and lower digital advertising demand, nearly offset by advertising on the AT&T Portal and increased syndicated advertising revenue.

We expect that both search and digital advertising activity and revenue will increase in future quarters due to our three-year portal services contract with AT&T Services, Inc., or AT&T, to provide Managed Portals and Advertising solutions (including the AT&T Portal) for use by AT&T's consumers. We entered into the portal services contract with AT&T in May 2016, we completed deployment of the AT&T Portal in June 2017, and we expect to see increasing search and digital advertising revenue as monetization of the AT&T Portal is optimized. In addition, we expect a future increase of search activity on smartphones and tablets as we believe our continuing investment in our next-generation Managed Portals and Advertising solutions will allow us to compete more effectively for search activity on smartphones and tablets.

Our Recurring and Fee-Based revenue consists of fees charged for the use of our proprietary technology and for the use of, or access to, services, such as e-mail and messaging, security, Cloud ID, online games, music and other premium services and paid content. For the three months ended September 30, 2017, Recurring and Fee-Based revenue was \$13.6 million, an increase of \$0.4 million, or 3%, compared to the same period in 2016, and for the nine months ended September 30, 2017, Recurring and Fee-Based revenue was \$39.8 million, an increase of \$0.7 million, or 2%, compared to the same period in 2016. These increases were primarily attributable to increased Cloud ID licensing revenue and increased professional services revenue, offset by decreased portal value added services, the effects of the transition of e-mail customers from perpetual to subscription license revenue, and a decrease in hosted email services revenue.

As we obtain new customers and those new customers introduce our Managed Portals and Advertising solutions to their consumers, and as new customers migrate their consumers from their existing technology to our technology over a period of time, we expect usage of our solutions and revenue from those Managed Portals and Advertising solutions to increase. Moreover, a new customer may initially launch a selection of our services and products, rather than our entire suite of offerings and subsequently broaden their service and product offerings over time. When a customer launches a new service or product, marketing and promotional activities may be required to generate awareness and interest among consumers.

Revenue attributable to our customers includes the Recurring and Fee-Based revenue earned directly from them, as well as the Managed Portals and Advertising revenue generated through our relationships with our search and digital advertising partners (such as Google for search advertising and advertising networks, advertising agencies and advertisers for digital advertising). This revenue is attributable to our customers because it is produced from the traffic on our Managed Portals. These search and advertising partners provide us with advertisements that we then deliver with search results and other content on our Managed Portals. Since our search advertising partner, Google, and our advertising network partners generate their revenue by selling those advertisements, we create a revenue stream for these partners. In the three and nine months ended September 30, 2017, search advertising through our relationship with Google generated \$6.1 million and \$14.0 million, or approximately 17% and 15% of our revenue, respectively (all of which was attributable to our customers). For the three months ended September 30, 2017, Managed Portals and Advertising solutions and other services attributable to one customer accounted for 25% of our revenue, and for the nine months ended September 30, 2017, Managed Portals and Advertising solutions and other services attributable to two customers accounted for 26% of our revenue.

The initiatives described below under “Key Initiatives” are expected to contribute to our ability to maintain and grow revenue and return to operating profitability via increases in advertising revenue, increases in customers and our consumer reach, and increases in availability of products across more devices. We expect the period in which we experience a return on future investments in each of these initiatives to differ. For example, more direct advertising at higher rates would be expected to have an immediate and direct impact on profitability while expansion into international markets may require an investment that involves a longer term return.

Key Initiatives

Our strategy is supported by four key pillars to drive our business, with operational discipline and sound financial footing as its base. We plan to:

- increase value for existing customers by optimizing consumer experience and monetization;
- innovate on Synacor-as-a-platform for advanced services;
- win new customers in current and related verticals; and
- extend our product portfolio into emerging growth areas.

Key Business Metric

In addition to the line items in our financial statements, we review the number of Multiplatform Unique Visitors to evaluate our business, determine the allocation of resources and make decisions regarding business strategies. Following the acquisition of the Technorati media solutions platform in February 2016, our Multiplatform Unique Visitors metric includes the number of multiplatform unique visitors through our advertising network. We believe disclosing this metric is useful for investors and analysts to understand the underlying trends in our business. The following table reflects the number of multiplatform unique visitors for the three and nine months ended September 30, 2017 and 2016:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Multiplatform Unique Visitors	197,228,519	197,521,552	198,797,791	185,111,519

We define Multiplatform Unique Visitors as consumers who have visited one of our Managed Portals from either mobile or desktop sources at least once, computed on an average monthly basis during a particular time period, plus the number of consumers who have viewed an advertisement through our advertising network, computed on an average monthly basis during a particular time period. As the number of Multiplatform Unique Visitors increases, we expect that we will generate additional revenue from our Managed Portals and Advertising solutions. We rely on comScore to provide this data. comScore estimates this data based on the U.S. portion of the internet activity of its worldwide panel of consumers and its proprietary data collection method.

Components of our Results of Operations

Revenue

We derive our revenue from two categories: revenue generated from search and digital advertising activities and Recurring and Fee-Based revenue, each of which is described below. The following table shows the revenue in each category, both in amount and as a percentage of revenue, for the three and nine months ended September 30, 2017 and 2016:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
	(in thousands)		(in thousands)	
Revenue:				
Search and digital advertising	\$ 22,674	\$ 18,511	\$ 54,188	\$ 53,312
Recurring and fee-based	13,595	13,210	39,837	39,145
Total revenue	\$ 36,269	\$ 31,721	\$ 94,025	\$ 92,457
Percentage of Revenue:				
Search and digital advertising	63%	58%	58%	58%
Recurring and fee-based	37%	42%	42%	42%
Total revenue	100%	100%	100%	100%

Search and Digital Advertising Revenue

We use internet advertising to generate revenue from the traffic on our Managed Portals and Advertising solutions, categorized as search advertising and digital advertising.

- In the case of search advertising, we have a revenue-sharing relationship with Google, pursuant to which we include a Google-branded search tool on our Managed Portals. When a consumer makes a search query using this tool, we deliver the query to Google and they return search results to consumers that include advertiser-sponsored links. If the consumer clicks on a sponsored link, Google receives payment from the sponsor of that link and shares a portion of that payment with us. The net payment we receive from Google is recognized as revenue.
- Digital advertising includes video, image and text advertisements delivered on our Managed Portals. Advertising inventory is filled with advertisements sourced by our direct sales force and advertising network partners. Revenue is generated for us when an advertisement displays, otherwise known as an impression, or when consumers view or click an advertisement, otherwise known as an action. Digital advertising revenue is calculated on a cost per impression or cost per action basis. Digital advertising also includes advertising fees received for the placement of syndicated digital advertisements with other digital advertising publishers, for which we acquire and pay for the space (inventory) on a cost per impression or cost per action basis. Revenue is recognized based on amounts received from advertising customers as the impressions are delivered or the actions occur, according to contractually-determined rates.

Recurring and Fee-Based Revenue

Recurring and Fee-Based revenue includes subscription fees and other fees that we receive from customers for the use of our proprietary technology, including the use of, or access to, email, Cloud ID, security services, games and other premium services and paid content. Monthly subscriber levels typically form the basis for calculating and generating Recurring and Fee-Based revenue. They are generally determined by multiplying a per-subscriber per-month fee by the number of subscribers using the particular services being offered or consumed. In other cases, the fee is fixed. Revenue earned as subscription fees and maintenance and support fees is recognized from customers as the service is delivered.

Revenue is also recognized from the licensing and distribution of our Email/Collaboration products and services, including perpetual licenses. Revenue from perpetual licenses is recognized upon execution of the contract, and when all other criteria have been met.

Costs and Expenses

Cost of Revenue

Cost of revenue consists primarily of revenue sharing, content acquisition costs, co-location facility costs, royalty costs, and product support costs. Revenue sharing consists of amounts accrued and paid to customers for the internet traffic on Managed Portals we operate on our customers' behalf and where we are the primary obligor, resulting in the generation of search and digital advertising revenue. The revenue-sharing agreements with customers are primarily variable payments based on a percentage of the search and digital advertising revenue. Content-acquisition agreements may be based on a fixed payment schedule, on the number of subscribers per month, or a combination of both. Fixed-payment agreements are expensed on a straight-line basis over the term defined in the agreement. Agreements based on the number of subscribers are expensed on a monthly basis. Co-location facility costs consist of rent and operating costs for our data center facilities. Royalty costs consist of amounts due to other parties for license of email software with third party technology enabled. Product support costs consist of employee and operating costs directly related to our maintenance and professional services support.

Technology and Development

Technology and development expenses consist primarily of compensation-related expenses incurred for the research and development of, enhancements to, and maintenance and operation of our products, equipment and related infrastructure. Technology and development expenses also include certain costs of operating data centers domestically and internationally.

Sales and Marketing

Sales and marketing expenses consist primarily of compensation-related expenses to our direct sales and marketing personnel, as well as costs related to advertising, industry conferences, promotional materials and other sales and marketing programs. Advertising cost is expensed as incurred.

General and Administrative

General and administrative expenses consist primarily of compensation-related expenses for executive management, finance, accounting, human resources, professional fees and other administrative functions.

Depreciation and Amortization

Depreciation and amortization includes depreciation and amortization of our computer hardware and software, including our capitalized internally-developed software, furniture and fixtures, intangible assets, leasehold improvements and other property, as well as depreciation on capital leased assets.

Gain on Sale of Investment

Gain on sale of investment represents cash and non-cash proceeds from the Company's sale of its investment in Blazer & Flip Flops (doing business as *The Experience Engine*) in excess of the recorded cost of the investment.

Other Income (Expense)

Other income (expense) consists primarily of foreign currency transaction gains and losses, and interest income earned.

Interest Expense

Interest expense consists of interest on capital leases and outstanding bank borrowings, if any.

Provision for Income Taxes

Income tax provision consists of federal and state income taxes in the United States and taxes in certain foreign jurisdictions, as well as any changes to deferred tax assets or liabilities, and deferred tax valuation allowances. Our income tax provision also includes amounts withheld for payment of income taxes upon payment of our invoices by our customers in certain foreign jurisdictions. Those amounts increase the amount of our foreign tax credit which would defray our U.S. tax liability if we were presently a U.S. taxpayer. However, because the deferred income tax assets relating to our federal tax attributes, including our foreign tax credits, are fully reserved, any such foreign tax withholdings are charged to our income tax provision. Such amounts paid may be carried forward to offset future federal income tax liabilities for a period of ten years. Finally, we record a deferred income tax provision to reflect the recognition of deferred tax liabilities relating to goodwill and certain intangible assets that cannot be predicted to reverse for book purposes during our loss carry-forward periods.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations is based upon our condensed consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses, and the related disclosure of contingent assets and liabilities. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. Our estimates form the basis for our judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

An accounting policy is considered to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, and if different estimates that reasonably could have been used, or changes in the accounting estimate that are reasonably likely to occur, could materially impact the condensed consolidated financial statements. We believe that our critical accounting policies reflect the more significant estimates and assumptions used in the preparation of the condensed consolidated financial statements.

For a discussion of our critical accounting policies and estimates, see "Critical Accounting Policies and Estimates" included in our Annual Report on Form 10-K for the year ended December 31, 2016 under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations." We have made no significant changes to our critical accounting policies and estimates from those described in our Annual Report on Form 10-K for the year ended December 31, 2016.

Adjusted EBITDA

To provide investors with additional information regarding our financial results, we have disclosed within this Quarterly Report on Form 10-Q adjusted EBITDA, a non-GAAP financial measure. We define adjusted EBITDA as net income (loss) plus: provision (benefit) for income taxes, interest expense, other (income) expense, gains on sale of investment, depreciation and amortization, asset impairments, stock-based compensation, acquisition costs and certain one-time items. We have provided a reconciliation below of adjusted EBITDA to net income (loss), the most directly comparable GAAP financial measure.

We have included adjusted EBITDA in this Quarterly Report on Form 10-Q 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. Additionally, adjusted EBITDA is a key financial measure used by the compensation committee of our board of directors in connection with the payment of bonuses to our executive officers. 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.

Our use of adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- although depreciation and amortization and asset impairments are non-cash charges, the assets being depreciated, amortized or impaired may have to be replaced in the future, and adjusted EBITDA does not reflect capital expenditure requirements for such replacements or for new capital expenditure requirements;
- adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- adjusted EBITDA does not consider the potentially dilutive impact of equity compensation;
- adjusted EBITDA does not reflect the impact of tax payments that may represent a reduction in cash available to us;
- adjusted EBITDA does not reflect the impact of the cost of business acquisitions on the cash available to us;
- adjusted EBITDA does not reflect the impact of non-recurring items, such as the costs associated with reductions in workforce, on the cash available to us; and
- other companies, including companies in our industry, may calculate adjusted EBITDA differently, which reduces its usefulness as a comparative measure.

Because of these limitations, you should consider adjusted EBITDA alongside other financial performance measures, including various cash flow metrics, net income (loss) and our other GAAP results. The following table presents a reconciliation of adjusted EBITDA to net income (loss) for each of the periods indicated:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
	(in thousands)		(in thousands)	
Reconciliation of Adjusted EBITDA:				
Net income (loss)	\$ 261	\$ (3,365)	\$ (9,671)	\$ (7,687)
Provision for income taxes	244	379	999	783
Interest expense	127	75	328	227
Gain on sale of investment	(1,902)	—	(1,902)	—
Depreciation and amortization	2,596	2,414	7,004	6,782
Capitalized software impairment	—	—	256	—
Stock-based compensation	605	680	1,928	2,104
Other (income) expense	(99)	38	(172)	(206)
Adjusted EBITDA	<u>\$ 1,832</u>	<u>\$ 221</u>	<u>\$ (1,230)</u>	<u>\$ 2,003</u>

Results of Operations

The following tables set forth our results of operations for the periods presented in amount and as a percentage of revenue for those periods. The period to period comparison of financial results is not necessarily indicative of future results.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
	(in thousands)		(in thousands)	
Revenue	\$ 36,269	\$ 31,721	\$ 94,025	\$ 92,457
Costs and operating expenses:				
Cost of revenue ¹	17,620	14,611	44,644	41,099
Technology and development ^{1 2}	6,748	6,791	20,950	19,255
Sales and marketing ²	6,179	5,907	19,025	17,177
General and administrative ^{1 2}	4,495	4,871	12,820	15,027
Depreciation and amortization	2,596	2,414	7,004	6,782
Total costs and operating expenses	37,638	34,594	104,443	99,340
Loss from operations	(1,369)	(2,873)	(10,418)	(6,883)
Gain on sale of investment	1,902	—	1,902	—
Other income (expense)	99	(38)	172	206
Interest expense	(127)	(75)	(328)	(227)
Income (loss) before income taxes	505	(2,986)	(8,672)	(6,904)
Income tax provision	244	379	999	783
Net income (loss)	\$ 261	\$ (3,365)	\$ (9,671)	\$ (7,687)

Notes:

¹ Exclusive of depreciation and amortization shown separately

² Includes stock-based compensation, as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
	(in thousands)		(in thousands)	
Technology and development	\$ 190	\$ 238	\$ 604	\$ 681
Sales and marketing	142	173	500	604
General and administrative	273	269	824	819
	\$ 605	\$ 680	\$ 1,928	\$ 2,104

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Revenue	100%	100%	100%	100%
Costs and operating expenses:				
Cost of revenue ¹	49	46	47	44
Technology and development ¹	19	21	22	21
Sales and marketing	17	19	20	19
General and administrative ¹	12	15	14	16
Depreciation and amortization	7	8	7	7
Total costs and operating expenses	104	109	110	107
Loss from operations	(4)	(9)	(10)	(7)
Gain on sale of investment	5	—	2	—
Other income (expense)	—	—	—	—
Interest expense	—	—	—	—
Income (loss) before income taxes	1	(9)	(8)	(7)
Provision for income taxes	—	1	1	1
Net income (loss)	1%	(10)%	(9)%	(8)%

Note:

¹ Exclusive of depreciation and amortization shown separately

Comparison of the three and nine months ended September 30, 2017 and 2016:

Revenue

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
Revenue:						
Search and digital advertising	\$ 22,674	\$ 18,511	22	\$ 54,188	\$ 53,312	2
Recurring and fee-based	13,595	13,210	3	39,837	39,145	2
Total revenue	<u>\$ 36,269</u>	<u>\$ 31,721</u>	14	<u>\$ 94,025</u>	<u>\$ 92,457</u>	2
Percentage of Revenue:						
Search and digital advertising	63%	58%		58%	58%	
Recurring and fee-based	37%	42%		42%	42%	
Total revenue	<u>100%</u>	<u>100%</u>		<u>100%</u>	<u>100%</u>	

Three months - 2017 compared to 2016 . Revenue in the three months ended September 30, 2017 increased by \$4.5 million, or 14%, compared to the same period in 2016. Search and digital advertising revenue increased by \$4.2 million, or 23%. Search revenue increased by \$2.8 million and digital advertising revenue increased by \$1.3 million. The increase in search revenue was primarily due to revenue attributable to the AT&T Portal (including personal computers, smartphones and tablets) which was deployed during the second quarter, offset partially by the effects of ongoing migration of search activity at other portal customers from personal computers to other devices, such as tablets and smartphones, generally across the consumer base, and the residual effect of the placement of our Managed Portals and Advertising solutions on the second tab of the default Windows 8 and Windows 10 internet browsers. The increase in digital advertising revenue was driven in part by advertising revenue attributable to AT&T and in part by an increase in syndicated advertising revenue, partially offset by a decline in other portal advertising revenue, primarily the result of decreased contractual rates for such advertisements and an overall decline in digital advertising demand.

Recurring and Fee-Based revenue in 2017 increased by \$0.4 million, or 3%, compared to the same period in 2016 primarily due to increased Cloud ID licensing revenue and professional services revenue, offset by a decline in hosted email services and portal value added services.

Nine months - 2017 compared to 2016 . Revenue in the nine months ended September 30, 2017 increased by \$1.6 million, or 2%, compared to the same period in 2016. Search and digital advertising revenue increased by \$0.9 million, or 2%. Search revenue increased by \$1.2 million and digital advertising revenue decreased by \$0.3 million. The increase in search revenue was principally attributable to the AT&T Portal Services contract (including personal computers, smartphones and tablets), which was deployed during the second quarter of 2017, and was offset in part by the continued residual effect of the placement of our Managed Portals on the second tab of the default Windows 8 and 10 internet browsers by our consumer electronics customers. We also believe that the ongoing migration of search activity at other portal customers from personal computers to other devices, such as tablets and smartphones, generally across the consumer base, negatively impacted search revenue. The increase in digital advertising revenue was driven by the advertising revenue attributable to AT&T and an increase in syndicated advertising revenue, largely offset by a decline in portal advertising revenue, primarily the result of decreased contractual rates for such advertisements and an overall decline in advertising demand.

Recurring and Fee-Based revenue in the nine months ended September 30, 2017 increased by \$0.7 million, or 2%, compared to the same period in 2016 primarily due to increased Cloud ID licensing revenue and increased professional services revenue, offset by decreased portal value added services and fees, decreased hosted email revenue, and by the effects of the transition of e-mail customers from perpetual to subscription license revenue.

Cost of Revenue

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
	(in thousands)			(in thousands)		
Cost of revenue	\$ 17,620	\$ 14,611	21	\$ 44,644	\$ 41,099	9
Percentage of revenue	49%	46%		47%	44%	

Three months - 2017 compared to 2016 . Cost of revenue increased by \$3.0 million, or 21% for the three months ended September 30, 2017 as compared to the same period in the prior year. The increase in cost was due primarily to the increase in revenue sharing costs (in particular with respect to AT&T) and increased lower-margin syndicated advertising costs as a percentage of revenue. This factor was also the primary factor in the increase in cost of revenue as a percentage of revenue from 46% to 49%.

Nine months - 2017 compared to 2016 . Cost of revenue increased by \$3.5 million, or 9% for the nine months ended September 30, 2017 as compared to the same period in the prior year. The increase in cost was due primarily to changes in our revenue mix as lower-margin syndicated advertising revenue increased as a percentage of revenue. Cost of revenue as a percentage of revenue increased from 44% to 48%, due primarily to the same factor.

Technology and Development Expenses

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
	(in thousands)			(in thousands)		
Technology and Development Expenses	\$ 6,748	\$ 6,791	—	\$ 20,950	\$ 19,255	9
Percentage of revenue	19%	21%		22%	21%	

Three months - 2017 compared to 2016 . Technology and Development expenses were essentially unchanged in the three months ended September 30, 2017 as compared to 2016, as a decrease in our compensation expense was offset by lower capitalized software development costs in the quarter.

Nine months - 2017 compared to 2016 . The increase in the nine months ended September 30, 2017 as compared to the same period in 2016 was \$1.7 million, or 9%, and was principally attributable to incremental personnel and related costs for product development and data center costs incurred in support of the AT&T portal services business. Also contributing to the increase was a \$0.3 million impairment charge recorded in 2017 to write down the value of a software development project to its estimated fair value.

Sales and Marketing Expenses

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
	(in thousands)			(in thousands)		
Sales and marketing	\$ 6,179	\$ 5,907	5	\$ 19,025	\$ 17,177	11
Percentage of revenue	17%	19%		20%	19%	

Three months - 2017 compared to 2016 . Sales and marketing expenses increased by \$0.3 million, or 5%, in the second quarter of 2017 as compared with same period in 2016. The increase was primarily the result of the additional personnel and related expenses to support the AT&T portal services business, and the additional marketing support personnel and related expenses necessary to support other sales and marketing initiatives across our product lines.

Nine months - 2017 compared to 2016 . Sales and marketing expenses increased by \$1.8 million, or 11%, in the first nine months of 2017 as compared with same period in 2016. The increase was primarily the result of the additional personnel and related expenses to support the AT&T portal services business, the additional domestic marketing support personnel and related expenses resulting from our 2016 acquisition of assets from Technorati, and the additional marketing support personnel and related expenses necessary to support other sales and marketing initiatives across our product lines.

General and Administrative Expenses

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
	(in thousands)			(in thousands)		
General and administrative	\$ 4,495	\$ 4,871	(8)	\$ 12,820	\$ 15,027	(15)
Percentage of revenue	12%	15%		14%	16%	

Three months - 2017 compared to 2016 . General and administrative expenses decreased by \$0.4 million, or 8%, in the three months ended September 30, 2017 as compared with the same period in 2016. The decrease was due in part to decreased rent and other facilities costs resulting from space reductions and office moves at a number of our locations, lower administrative office expenses and lower compensation expense.

Nine months - 2017 compared to 2016 . General and administrative expenses decreased by \$2.2 million, or 15%, in the nine months ended September 30, 2017 as compared with the same period in 2016. The decrease was due in part to decreased rent and other facilities costs resulting from space reductions and office moves at a number of our locations, lower bad debt expense, lower administrative office expenses, the non-recurrence of acquisition costs incurred in 2016, and lower compensation expense.

Depreciation and Amortization Expense

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
	(in thousands)			(in thousands)		
Depreciation and amortization	\$ 2,596	\$ 2,414	8	\$ 7,004	\$ 6,782	3
Percentage of revenue	7%	8%		7%	7%	

Three months - 2017 compared to 2016 . Depreciation and amortization increased by \$0.2 million, or 8%, for the three months ended September 30, 2017 as compared to the same period in 2016 as the effect of increased depreciation of leased equipment and capitalized software development costs was partially offset by the effect of assets becoming fully depreciated.

Nine months - 2017 compared to 2016 . Depreciation and amortization increased by \$0.2 million, or 3%, in the nine months ended September 30, 2017 as compared to the same period in 2016, as the effect of increased depreciation of leased equipment and capitalized software development costs and increased amortization of intangible assets in 2017 in connection with our 2016 acquisition of Technorati were partially offset by the effect of assets becoming fully depreciated.

Gain on Sale of Investment

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016		2017	2016	
	(in thousands)			(in thousands)		
Gain on Sale of Investment	\$ 1,902	\$ —		\$ 1,902	\$ —	

In July 2013, we made a \$1.0 million strategic investment (in the form of a convertible promissory note) in Blazer and Flip Flops, Inc. (“B&FF”), doing business as “The Experience Engine,” a privately-held Delaware corporation.

During the three months ended September 30, 2017, B&FF was acquired by accesso Technology Group, plc, a U.K. public company, and we received, in connection with the sale of its investment in B&FF, cash and non-cash consideration totaling \$2.9 million, including contingent consideration of cash and stock valued at approximately \$0.3 million. We recorded a gain on sale of investment totaling \$1.9 million in the three months ended September 30, 2017.

Other Income (Expense)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
	(in thousands)		(in thousands)	
Other income (expense)	\$ 99	\$ (38)	\$ 172	\$ 206

Other income consists of interest income and foreign currency transaction and measurement gains and losses related to our international operations.

Interest Expense

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
	(in thousands)			(in thousands)		
Interest expense	\$ 127	\$ 75	69	\$ 328	\$ 227	44

Interest expense consists of interest on capital leases and long-term debt and increased in both the third quarter of 2017 and nine months ended September 30, 2017 over the comparable periods in 2016 primarily due to increased capital lease obligations, the increased interest rate on our long-term bank borrowings outstanding, offset partially by the reduced interest expense resulting from the May 2017 full payment of our bank debt following our public stock offering.

Provision for Income Taxes

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	% Change	2017	2016	% Change
	(in thousands)			(in thousands)		
Provision for income taxes	\$ 244	\$ 379	(36)	\$ 999	\$ 783	28

The \$0.2 million increase in our income tax provision in the first nine months of 2017 as compared to 2016 is due to the result of applying our estimated annual effective tax rate to the pre-tax loss results in the interim period.

Liquidity and Capital Resources

Our primary liquidity and capital resource requirements are for financing working capital, investing in capital expenditures such as computer hardware and software, supporting research and development efforts, introducing new technology, enhancing existing technology, and marketing our services and products to new and existing customers.

In April 2017, we completed an underwritten public offering (the "Offering") of our common stock in which we sold 5,715,000 shares at a public offering price of \$3.50 per share. Subsequently, in May 2017, and as part of the Offering, we completed the sale of 472,846 additional shares of our common stock at the same price upon the exercise of the underwriters' over-allotment option, for a total of 6,187,486 shares. The Offering resulted in total net proceeds of approximately \$20.0 million after deducting underwriters' discounts and commissions and offering expenses. The net proceeds will be used for general corporate purposes and additional working capital, and, in part, were used to fully repay our bank debt. We believe the net proceeds have strengthened our balance sheet and allow us to acquire, or finance on more attractive terms, equipment and make other capital investments necessary to support additional customers and the delivery of additional services to our existing customers. In addition, we may also use a portion of the net proceeds to acquire or invest in businesses, products or technologies that we believe are complementary to our own, as such opportunities may arise.

In September 2013, we entered into a Loan and Security Agreement with Silicon Valley Bank, or the Lender, which was amended most recently in June 2017 (as amended, the “Loan Agreement”). The amendment temporarily modified the terms of the financial covenants with which we must comply on a quarterly basis. The Loan Agreement provides for a \$12.0 million secured revolving line of credit with a stated maturity of September 27, 2018. The credit facility is available for cash borrowings, subject to a formula based upon eligible accounts receivable. As of September 30, 2017, we had no outstanding borrowings under the Loan Agreement; subject to the operation of the borrowing formula, \$10.2 million was available for draw under the Loan Agreement.

Any borrowings under the Loan Agreement bear interest, at our election, at an annual rate based on either the “prime rate” as published in The Wall Street Journal or LIBOR for the relevant period. If our liquidity coverage ratio (the ratio of cash plus eligible accounts receivable to borrowings under the Agreement) exceeds 2.75 to 1, LIBOR-based advances bear interest at LIBOR plus 3.5% and prime rate advances bear interest at the prime rate plus 1.0%. If our liquidity coverage ratio falls below 2.75 to 1, LIBOR-based advances bear interest at LIBOR plus 4.0% and prime rate advances bear interest at the prime rate plus 1.5%. For LIBOR advances, interest is payable (i) on the last day of a LIBOR interest period or (ii) on the last day of each calendar quarter. For prime rate advances, interest is payable (a) on the first day of each month and (b) on each date a prime rate advance is converted into a LIBOR advance.

Our obligations to the Lender are secured by a first priority security interest in all our assets, including our intellectual property. The Loan Agreement contains customary events of default, including non-payment of principal or interest, violations of covenants, material adverse changes, cross-default, bankruptcy and material judgments. Upon the occurrence of an event of default, the Lender may accelerate repayment of any outstanding balance. The Loan Agreement also contains certain financial covenants and other agreements that are customary in loan agreements of this type, including restrictions on paying dividends and making distributions to our stockholders. As of September 30, 2017, we were in compliance with the covenants and anticipate continuing to be so.

As of September 30, 2017, we had approximately \$22.9 million of cash and cash equivalents. We believe that our existing cash and cash equivalents, along with cash flows from operations and availability under our revolving credit line, will be sufficient to meet our anticipated working capital, interest payments, capital lease payment obligations, and capital expenditure requirements for at least the next 12 months.

To the extent that existing cash and cash equivalents, cash from operations, cash from short-term borrowings and cash from the exercise of stock options are insufficient to fund our future activities, we may need to raise additional funds through public or private equity offerings or debt financings.

Cash Flows

Statement of Cash Flows Data

	Nine Months Ended September 30,	
	2017	2016
	(in thousands)	
Net cash (used in) provided by operating activities	\$ (2,911)	\$ 6,711
Net cash used in investing activities	\$ (3,129)	\$ (6,746)
Net cash provided by (used in) financing activities	\$ 14,657	\$ (626)

Cash (Used in) Provided by Operating Activities

In each period, cash flows provided by operating activities results from our net loss, adjusted for non-cash income and expense items and changes in our operating assets and liabilities.

Operating activities used \$2.9 million of cash in the nine months ended September 30, 2017, as compared with cash provided by operating activities of \$6.7 million in the nine months ended September 30, 2016. The change in operating cash flow totaled \$9.6 million, resulting primarily from the change in our net loss, which increased from \$7.7 million in the nine months ended September 30, 2016 to \$9.7 million in the nine months ended September 30, 2017, including the \$1.9 million gain on sale of investment, decreases in accounts payable and accrued expenses in 2017 totaling \$3.8 million, as compared to an increase in accounts payable and accrued expenses in 2016 of \$3.1 million, and increases in prepaid expenses and other assets in 2017 totaling \$1.8 million, as compared to increases in prepaid expenses and other assets in 2016 totaling \$1.3 million, offset partially by the effect of a \$1.6 million larger decrease in accounts receivable in 2017 than in 2016.

Nine months ended September 30, 2017. The net loss was \$9.7 million, which included non-cash depreciation and amortization expense of \$7.0 million, stock-based compensation expense of \$1.9 million, deferred income taxes of \$0.2 million, gain on sale of investment of \$1.9 million, and capitalized software impairment of \$0.3 million. Changes in our operating assets and liabilities used \$0.8 million of cash, primarily the result of a decrease in accounts payable, accrued expenses and other liabilities totaling \$4.0 million, a decrease in deferred revenue of \$0.5 million, and an increase in prepaid expenses and other assets of \$1.6 million, partially offset by a \$6.9 million decrease in accounts receivable. The decrease in accounts receivable was the result of lower receivables for syndicated advertising at September 30, 2017 as compared with the balance at December 31, 2016, offset partially by increased search and advertising receivables related to the AT&T Portal. The decrease in accounts payable was the result of lower syndicated advertising payables at September 30, 2017 than at December 31, 2016. The decline in accrued expenses and other liabilities was primarily due to a decrease in accrued compensation costs.

Nine months ended September 30, 2016. The net loss was \$7.7 million, which included non-cash depreciation and amortization expense of \$6.8 million and stock-based compensation expense of \$2.1 million. Changes in our operating assets and liabilities provided \$5.4 million of cash, primarily the result of a \$5.3 million decrease in accounts receivable (without taking into effect accounts receivable acquired in the Technorati acquisition), a \$1.8 million increase in accounts payable (also without taking into effect liabilities assumed in the Technorati acquisition), and a \$1.3 million increase in accrued expenses and other liabilities, offset partially by a \$1.3 million increase in prepaid expenses and other assets and a \$1.7 million decrease in deferred revenue. The increase in prepaid expenses and other assets was primarily due to an increase in prepayments to vendors for components of our cost of revenue as well as an increase in prepayments for subcontracted development costs. The increase in accrued expenses and other liabilities was primarily due to an increase in liabilities for syndicated advertising costs.

Cash Used in Investing Activities

Net cash used in investing activities totaled \$3.1 million in the nine months ended September 30, 2017, as compared to \$6.7 million in the comparable 2016 period. Cash payments for the purchase of property and equipment, primarily for the development of internal-use software, totaled \$5.8 million in 2017, as compared to \$4.2 million in the prior year. Cash proceeds from the sale of our investment in B&FF totaled \$2.6 million in the nine months ended September 30, 2017. In the first nine months of 2016, we paid \$2.5 million for the acquisition of assets from Technorati.

Cash Provided by (Used in) Financing Activities

For the nine months ended September 30, 2017, cash flows provided by financing activities were \$14.7 million, as compared to cash flows used in financing activities which totaled \$0.6 million in the comparable period in 2016. We received net proceeds from our offering of common stock totaling \$20.0 million, and paid our outstanding bank debt balance of \$5.0 million. Also contributing to the total cash flows provided by financing activities were payments of deferred acquisition related costs totaling \$1.3 million and repayments on capital lease obligations totaling \$0.9 million, offset partially by proceeds from the exercise of common stock options totaling \$1.9 million. For the nine months ended September 30, 2016, net cash used in financing activities consisted primarily of repayments of obligations under capital leases totaling \$1.2 million, offset partially by proceeds from the exercise of common stock options totaling \$0.7 million.

Off-Balance Sheet Arrangements

As of September 30, 2017, we did not have any off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K promulgated by the SEC, that have or are reasonably likely to have a current or future effect on our financial condition, changes in our financial condition, revenue, or expenses, results of operations, liquidity, capital expenditures, or capital resources that is material to investors.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have operations both within the United States and internationally, and we are exposed to market risks in the ordinary course of our business. These primarily include interest rate, inflation, and foreign currency exchange risk.

Interest Rate Risk

Our cash and cash equivalents primarily consist of cash and money market funds. Our exposure to market risk for changes in interest rates is limited because nearly all of our cash and cash equivalents have a short-term maturity and are used primarily for working capital purposes.

During the nine months ended September 30, 2017, we fully paid our bank debt which had an outstanding balance of \$5.0 million at December 31, 2016. Funds borrowed under this facility bear interest at a variable annual rate, at our election, based on either the “prime rate” as published in The Wall Street Journal or LIBOR for the relevant period. If our liquidity coverage ratio (the ratio of cash plus eligible accounts receivable to bank borrowings under the related loan agreement) exceeds 2.75 to 1, LIBOR-based advances bear interest at LIBOR plus 3.5% and prime rate advances bear interest at the prime rate plus 1.0%. If our liquidity coverage ratio falls below 2.75 to 1, LIBOR-based advances bear interest at LIBOR plus 4.0% and prime rate advances bear interest at the prime rate plus 1.5%. This arrangement subjects us to interest rate risk. A 10% increase or decrease in these interest rates would not have a significant impact on our interest expense. Refer to Note 5, *Long-Term Debt*, of the Notes to the Consolidated Financial Statements in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2016 for additional information about our outstanding debt.

Inflation Risk

We do not believe that inflation has had a material effect on our business, financial condition or results of operations. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

Foreign Currency Exchange Risks

We are also subject to foreign currency exchange risk relating to our operations in Canada, Europe, India, Japan and Singapore. Our expenses at these locations are denominated in the local currencies and our results of operations are influenced by changes in the exchange rates between the U.S. Dollar and these local currencies, principally the Canadian Dollar, Euro, British Pound Sterling, Yen, Rupee and Singapore Dollar. In addition, certain of our accounts receivable are denominated in currencies other than the U.S. Dollar, principally the Euro, British Pound Sterling, and Japanese Yen. A 10% increase or decrease in the applicable currency exchange rates could result in an increase or decrease in our currency exchange (loss) gain of approximately \$0.1 million, calculated based on our foreign currency denominated accounts receivable as of September 30, 2017.

During the nine months ended September 30, 2017 and through the date of this report, we have entered into two foreign currency hedge contracts in order to hedge our foreign currency exchange risk on accounts receivable denominated in a foreign currency, and we may enter into such contracts in the future to minimize the foreign currency exchange risk with respect to significant foreign currency denominated accounts receivable balances.

We continue to evaluate our various foreign currency exchange rate exposures and may take additional steps to mitigate these exposures.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2017. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Based upon the evaluation as of September 30, 2017, our Chief Executive Officer and Chief Financial Officer have concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in management’s evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the quarter ended September 30, 2017 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time we may become involved in legal proceedings arising in the ordinary course of our business. We are not presently involved in any legal proceedings, the outcome of which, if determined adversely to us, would have a material adverse effect on our business, results of operations or financial condition.

ITEM 1A. RISK FACTORS

Our business and financial results are subject to numerous risks and uncertainties, including those described below, which could adversely and materially affect our business, financial condition or results of operations. You should carefully consider these risks and uncertainties, including the following risk factors and all other information contained in this Quarterly Report on Form 10-Q, together with any other documents we file with the SEC.

Risks Related to Our Business

A loss of any significant Managed Portals and Advertising customer could negatively affect our financial performance.

Although we have diversified our product portfolio and our customer base, we continue to derive a substantial portion of our revenue from a small number of Managed Portal customers. Revenue attributable to these customers includes the Recurring and Fee-Based revenue earned directly from them, as well as the search and digital advertising revenue earned through our relationships with our advertising partners, such as Google, based on traffic generated from our Managed Portals. For the three months ended September 30, 2017, revenue attributable to one customer (AT&T), accounted for approximately 25% of our revenue, or \$9.2 million; no other customer accounted for 10% or greater of our revenue in the quarter. For the nine months ended September 30, 2017, revenue attributable to two customers accounted for approximately 26% of our revenue, or \$24.0 million.

We completed the deployment of our AT&T Portal during the second quarter of 2017 and are now focused on optimizing our revenue from this relationship. If our contract with AT&T is not renewed or is otherwise terminated, or if revenue from the AT&T relationship were to decline due to competitive or other reasons, our results of operations and financial position would be adversely affected.

Our contracts with our Managed Portals and Advertising customers generally have an initial term of approximately two to three years from the launch of their Managed Portals and frequently provide for one or more automatic renewal terms of one to two years each. If a key contract is not renewed or is otherwise terminated, or if revenue from a significant customer declines because of competitive or other reasons, including the customer's desire to reprioritize or deemphasize monetization of the portal, our revenue would decline and our ability to achieve or sustain profitability would be impaired. In addition to the loss of Recurring and Fee-Based revenue, we would also lose significant revenue from the related search and digital advertising services that we provide. In addition to the decline of revenue, we may have to impair our long-lived assets, to the extent that such assets are used exclusively to support these customers, which would adversely impact our results of operations and financial position.

Our search advertising partner, Google, accounts for a significant portion of our revenue, and any loss of, or diminution in, our business relationship with Google would adversely affect our financial performance.

We rely on traffic on our Managed Portals to generate search and digital advertising revenue, a substantial portion of which is derived from text-based links to advertisers' websites as a result of internet searches. We have a revenue-sharing relationship with Google under which we include a Google-branded search tool on our Managed Portals. When a consumer makes a search request using this tool, we deliver it to Google, and Google returns search results to us that include advertiser-sponsored links. If the consumer clicks on a sponsored link, Google receives payment from the sponsor of that link and shares a portion of that payment with us. We then typically share a portion of that payment with the applicable customer. Our Google-related search advertising revenue attributable to our customers, which consists of the portion of the payment from the sponsor that Google shares with us, accounted for approximately 12%, 28%, and 42% of our revenue in 2016, 2015, and 2014 or \$15.9 million, \$31.2 million, and \$45.4 million, respectively, and approximately 15% of our revenue in the nine months ended September 30, 2017, or \$14.0 million. Our agreement with Google expires in February 2018 unless we and Google mutually elect to renew it. Additionally, Google may terminate our agreement if we experience a change in control, if we enter into an agreement providing for a change in control, if we do not maintain certain search and digital advertising revenue levels or if we fail to conform to Google's search policies and advertising policies. Google may from time to time change its existing, or establish new, methodologies and metrics for valuing the quality of internet traffic. Any changes in these methodologies, metrics and advertising technology platforms could decrease the advertising rates that we receive and/or the amount of revenue that we generate from digital advertisements. If advertisers were to discontinue their advertising via internet searches, if Google's revenue from search-based advertising were to decrease, if Google's share of the search revenue were to be increased or if our agreement with Google were to be terminated for any reason or renewed on less favorable terms, our business, financial condition and results of operations would be adversely affected. Moreover, consumers' increased use of search tools other than the Google-branded search tool we provide would have similar effects.

We have a history of significant pre-tax net losses and may not be profitable in future periods, which would limit our ability to use our net operating loss carryforwards.

We have reported pre-tax net income in only three years, 2009, 2011 and 2012, in amounts of \$0.3 million, \$3.9 million, and \$5.6 million, respectively. In all other years, we have incurred losses, and at September 30, 2017 our cumulative net operating loss carryforward totaled approximately \$24 million, including a pre-tax U.S. net loss of \$10.0 million in the nine months ended September 30, 2017. We have previously taken cost saving measures, including a reduction in workforce carried out in September 2014. However, our expenses may increase in future periods as we implement initiatives designed to grow our business including, among other things, the start-up and product development expenses we continue to incur in connection with providing Managed Portals and Advertising solutions to new customers (as with AT&T), acquisitions of complementary businesses (such as our acquisition of the Zimbra assets and our acquisition of certain assets from Technorati), the development and marketing of new services and products, licensing of content, expansion of our infrastructure and international expansion. If our revenue does not sufficiently increase to offset these expected increases in operating expenses, we may incur significant losses and may not be profitable. We may not be able to return to or maintain profitability in the future. Any failure to achieve or maintain profitability may adversely affect our business, financial condition, results of operations and impact our ability to utilize our net operating loss carryforwards. As a result of our pre-tax cumulative losses, we have established a full valuation allowance against our deferred income tax asset, which includes our net operating loss carryforwards.

Many individuals are using devices other than personal computers and software applications other than internet browsers to access the internet. If users of these devices and software applications do not widely adopt the applications and other solutions we develop for them, our business could be adversely affected.

The number of people who access the internet through devices other than PCs, including tablets, smartphones and connected TVs, has increased dramatically and is projected to continue to increase. Similarly, individuals are increasingly accessing the internet through apps other than internet browsers, such as those available for download through Apple Inc.'s App Store and the Android Market. Our Managed Portals include our responsive desktop and mobile web products and also our mobile native iOS and Android apps. The Managed Portal solutions we have developed for our AT&T relationship include solutions for mobile products as well as desktop computers. If consumers do not use our mobile products at all or use these products less frequently than previously, our financial results could be negatively affected. Additionally, as new devices and new apps are continually being released, it is difficult to predict the problems we may encounter in developing new versions of our apps and other solutions for use on these alternative devices and apps, and we may need to devote significant resources to the creation, support and maintenance of such apps and solutions. If users of these devices and apps do not widely adopt the apps and other solutions we develop, our business, financial condition and results of operations could be adversely affected.

Consumer tastes continually change and are unpredictable, and sales of our Managed Portals and Advertising solutions may decline if we fail to enhance our service and content offerings to achieve continued consumer acceptance.

Our business depends on aggregating and providing services and content that our customers will place on our Managed Portals, including television programming, news, entertainment, sports and other content that their consumers find engaging, and premium services and paid content that their consumers will buy. Accordingly, we must continue to invest significant resources in licensing efforts, research and development and marketing to enhance our service and content offerings, and we must make decisions about these matters well in advance of product releases to implement them in a timely manner. Our success depends, in part, on unpredictable and volatile factors beyond our control, including consumer preferences, competing content providers and websites and the availability of other news, entertainment, sports and other services and content. While we work with our customers to have their consumers' homepages set to our Managed Portals, a consumer may easily change that setting, which would likely decrease the use of our Managed Portals. Similarly, consumers who change their device's operating system or internet browser may no longer have our Managed Portals set as their default homepage, and unless they change it back to our Managed Portals, their usage of our Managed Portals would likely decline and our results of operations could be negatively impacted. Consumers who acquire new consumer electronics devices no longer have our Managed Portals initially set as their default homepage, and unless they change the default to our Managed Portals, their usage of our Managed Portals would likely decline and our results of operations could be negatively impacted.

If our services are not responsive to the requirements of our customers or the preferences of their consumers, or the services are not brought to market in a timely and effective manner, our business, financial condition and results of operations would be harmed. Even if our services and content are successfully introduced and initially adopted, a subsequent shift in the preferences of our customers or their consumers could cause a decline in the popularity of our services and content that could reduce our revenue and harm our business, financial condition and results of operations.

Our revenue growth will be adversely affected if we are unable to expand the breadth of our services and products or to introduce new services and products on a timely basis.

To retain our existing customers, attract new customers and increase revenue, we must continue to develop and introduce new services and products on a timely basis and continue to develop additional features to our existing product base. For example, under our relationship with AT&T, we agreed to deliver a number of additional products and services to AT&T's consumers. If our existing and prospective customers do not perceive that we will deliver our services and products on schedule, or if they do not perceive our services and products to be of sufficient value and quality, we may lose the confidence of our existing customers and fail to increase sales to these existing customers, existing customers may be able to terminate their agreements with us, and we may not be able to attract new customers, each of which would adversely affect our operating results.

Our sales cycles and the contracting process with new customers are long and unpredictable and may require us to incur expenses before executing a customer agreement, which makes it difficult to project when, if at all, we will obtain new customers and when we will generate additional revenue and cash flows from those customers.

We market our services and products directly to high-speed internet service and communications providers, consumer electronics manufacturers, and directly and indirectly to enterprises, and governmental and nonprofit organizations. New customer relationships typically take time to obtain and finalize because of the burdensome cost of migrating from an existing solution to our platform. Due to operating procedures in many organizations, a significant time period may pass between selection of our services and products by key decision-makers and the signing of a contract. The length of time between the initial customer sales call and the realization of significant sales is difficult to predict and can range from several months to several years. As a result, it is difficult to predict when we will obtain new customers and when we will begin to generate revenue and cash flows from these potential new customers.

As part of our sales cycle for our Managed Portals and Advertising customers, we may incur significant expenses in the form of compensation and related expenses and equipment acquisition before executing a definitive agreement with a prospective customer so that we may be ready to launch shortly following execution of a definitive agreement. If conditions in the marketplace generally or with a specific prospective customer change negatively, it is possible that no definitive agreement will be executed, and we will be unable to recover any expenses incurred before a definitive agreement is executed, which would in turn have an adverse effect on our business, financial condition and results of operations.

Many of our customers are high-speed internet service providers, and consolidation within the cable and telecommunications industries could adversely affect our business, financial condition and results of operations.

Our revenue from high-speed internet service and communications providers, including our search and digital advertising revenue generated by online consumer traffic on our Managed Portals and our revenue from our Email/Collaboration offerings, accounted for approximately 63% in 2016, approximately 82% in 2015, approximately 85% in 2014, and approximately 65% in the nine months ended September 30, 2017. The cable and telecommunications industries have experienced consolidation over the past several years, and we expect that this trend will continue. As a result of consolidation, some of our customers may be acquired by companies with which we do not have existing relationships and which may have relationships with one of our competitors or may have the in-house capacity to perform the services we provide. As a result, such acquisitions could cause us to lose customers and the associated revenue. Under our agreements with some of our customers, including CenturyLink, they have the right to terminate the agreement if we are acquired by one of their competitors.

Consolidation may also require us to renegotiate our agreements with our customers as a result of enhanced customer leverage. We may not be able to offset the effects of any such renegotiations, and we may not be able to attract new customers to counter any revenue declines resulting from the loss of customers or their subscribers.

We rely, to a significant degree, on indirect sales channels for the distribution of our Email/Collaboration products, and disruption within these channels could adversely affect our business, financial condition, operating results and cash flows.

We use a variety of indirect distribution methods for our offerings, including channel partners, such as cloud service providers, distributors, and value added resellers. A number of these partners in turn distribute our offerings via their own networks of channel partners with whom we have no direct relationship. These relationships allow us to offer our technologies to a much larger customer base than we would otherwise be able to through our direct sales and marketing efforts.

We rely, to a significant degree, on each of our channel partners to select, screen and maintain relationships with its distribution network and to distribute our offerings in a manner that is consistent with applicable law and regulatory requirements and our quality standards. If our channel partners or a partner in its distribution network violate applicable law or regulatory requirements or misrepresent the functionality of our offerings, our reputation could be damaged and we could be subject to potential liability. Furthermore, our channel partners may offer their own products and services that are competitive with our offerings or may not distribute and market our offerings effectively. Our existing channel partner relationships do not, and any future channel partner relationships may not, afford us any exclusive marketing or distribution rights. In addition, if a channel partner is acquired by a competitor or its business units are reorganized or divested, our revenue derived from that partner may be adversely impacted.

Recruiting and retaining qualified channel partners and training them in the use of our technologies require significant time and resources. If we fail to devote sufficient resources to support and expand our network of channel partners, our business may be adversely affected. In addition, because we rely on channel partners for the indirect distribution of our technologies, we may have little or no contact with the ultimate end-users of our technologies, thereby making it more difficult for us to establish brand awareness, ensure proper delivery and installation of our software, support ongoing customer requirements, estimate end-user demand, respond to evolving customer needs and obtain renewals from end-users.

Most of our sales to government entities have been made indirectly through our channel partners. Government entities may have statutory, contractual, or other legal rights to terminate contracts with our channel partners for convenience or due to a default, and any such termination may adversely impact our future operating results. Governments routinely investigate and audit government contractors' administrative processes, and any unfavorable audit could result in the government refusing to continue buying our offerings, a reduction of revenue or fines or civil or criminal liability if the audit uncovers improper or illegal activities.

If our indirect distribution channel is disrupted, we may be required to devote more resources to distribute our offerings directly and support our customers, which may not be as effective and could lead to higher costs, reduced revenue and growth that is slower than expected.

As technology continues to evolve, the use of our products by our current and prospective consumer electronics manufacturer customers may decrease and our business could be adversely affected.

The consumer electronics industry is subject to rapid change, and our contracts for Managed Portals and Advertising solutions with our consumer electronics manufacturer customers are not exclusive. As consumer electronics manufacturers continue to develop new technologies and introduce new models and devices, there can be no assurance that we will be able to develop solutions that will persuade consumer electronics manufacturers that are our customers at such time to utilize our technology for those new devices. If our current and prospective consumer electronics manufacturer customers elect not to integrate our solutions into their new products, our business, financial condition and results of operations could be adversely affected.

Moreover, updates to internet browser technology may adversely affect our business. For example, for our consumer electronics manufacturer customers that have the Windows 8 operating system pre-installed on some of their devices, the Windows 8 operating system places our Managed Portal on a second tab when the internet browser is launched, leading to decreased search and digital advertising revenue. Further, upgrades to the Windows 10 operating system default to Microsoft's latest Edge browser and displace users' previous browser settings including default homepages, which can also lead to decreased search and digital advertising revenue. Unless consumers change their browser settings back to our Managed Portals, their usage of our Managed Portals would likely decline and our results of operations could be negatively impacted.

We invest in features and functionality designed to increase consumer engagement with our Managed Portals; however, these investments may not lead to increased revenue.

Our future growth and profitability will depend in large part on the effectiveness and efficiency of our efforts to provide a compelling consumer experience that increases consumer engagement with our Managed Portals. We have made and will continue to make substantial investments in features and functionality for our technology that are designed to drive consumer engagement. As of September 30, 2017, we have invested in excess of \$12 million in the aggregate in start-up expenses, development expenses and capital expenditures relating to our contract with AT&T, and we expect to continue to invest in features and functionality in connection with obtaining new customers.

Not all of these activities directly generate revenue, and we cannot assure you that we will reap sufficient rewards from these investments to make them worthwhile. If the expenses that we incur in connection with these activities do not result in increased consumer engagement that in turn results in revenue increases that exceed these expenses, our business, financial condition and results of operations will be adversely affected.

Our services and products may become less competitive or even obsolete if we fail to respond to technological developments.

Our future success will depend, in part, on our ability to modify or enhance our services and products to meet customer and consumer needs, to add functionality and to address technological advancements that would improve their performance. For example, if our smartphone and tablet products fail to capture the increased search activity on such devices or if our services and products do not adapt to the increasing video usage on the internet or to take into account evolving developments in social networking, then they could begin to appear obsolete. Similarly, if we fail to develop new ways to deliver content and services through apps other than traditional internet browsers, consumers could seek alternative means of accessing content and services.

To remain competitive, we will need to develop new services and products and adapt our existing ones to address these and other evolving technologies and standards. However, we may be unsuccessful in identifying new opportunities or in developing or marketing new services and products in a timely or cost-effective manner. In addition, our product innovations may not achieve the market penetration or price levels necessary for profitability. If we are unable to develop enhancements to, and new features for, our existing services and products or if we are unable to develop new services and products that keep pace with rapid technological developments or changing industry standards, our services and products may become obsolete, less marketable and less competitive, and our business will be harmed.

We depend on third parties for content that is critical to our business, and our business could suffer if we do not continue to obtain high-quality content at a reasonable cost.

We license the content that we aggregate on our Managed Portals from numerous third-party content providers, and our future success is highly dependent upon our ability to maintain and enter into new relationships with these and other content providers. In some cases, we are required under our contracts, including our contract with AT&T, to provide our customers' consumers access to certain types of content. In the future, some of our content providers may not give us access to high-quality content, may fail to adapt to changes in consumer tastes or may increase the royalties, fees or percentages that they charge us for their content, any of which could have an adverse effect on our operating results. Our rights to the content that we offer to our customers and their consumers are not exclusive, and the content providers could license their content to our competitors. Our content providers could even grant our competitors exclusive licenses. In addition, our customers are not prohibited from entering into content deals directly with our content providers. Any failure to enter into or maintain satisfactory arrangements with content providers would adversely affect our ability to provide a variety of attractive services and products to our customers. Our reputation and operating results could suffer as a result, and it may be more difficult for us to develop new relationships with potential customers.

Our Zimbra Email/Collaboration solution was developed as an open-source software product. As such, it may be relatively easy for competitors, some of which may have greater resources than we have, to compete with us.

One of the characteristics of open source software is that anyone may modify and redistribute the existing open source software and use it to compete with us. Such competition can develop without the degree of overhead and lead time required by traditional proprietary software companies. In addition, some of these competitors may make their open source software available for free download and use on an ad hoc basis or may position their open source software as a loss leader. We cannot guarantee that we will be able to compete successfully against current and future competitors or that competitive pressure and/or the availability of open source software will not result in price reductions, reduced operating margins and loss of market share, any one of which could adversely affect our business, financial condition, operating results and cash flows.

In 2016, we announced an initiative to promote support for our open source Zimbra Email/Collaboration solution with the expectation that the initiative would lead to increased maintenance, support and professional service revenue. There can be no assurance that this initiative will yield an increase in revenue.

Our revenue and operating results may fluctuate, which makes our results difficult to predict and could cause our results to fall short of expectations.

As a result of the rapidly changing nature of the markets in which we compete, our quarterly and annual revenue and operating results are likely to fluctuate from period to period. These fluctuations may be caused by a number of factors, many of which are beyond our control, including but not limited to the various factors set forth in this "Risk Factors" section, as well as:

- any failure to maintain strong relationships and favorable revenue-sharing arrangements with our Managed Portals and Advertising partners, in particular Google, including a reduction in the quantity or pricing of sponsored links that consumers click on or a reduction in the pricing of digital advertisements by advertisers;
- the timing of our investment in, or the timing of our monetization of, our products and services, such as our end-to-end video solutions portfolio or our Zimbra Email/Collaboration product;

- any failure of significant customers to renew their agreements with us;
- our ability to attract new customers;
- our ability to increase sales of premium services and paid content to our existing customers' consumers;
- any development by our significant customers of the in-house capacity to replace the solutions we provide;
- the release of new product and service offerings by our competitors or our customers;
- variations in the demand for our services and products and the implementation cycles of our services and products by our customers;
- changes to internet browser technology that may render our Managed Portals less competitive;
- changes in our pricing policies or those of our competitors;
- changes in the prices our customers charge their consumers for email, premium services and paid content;
- service outages, other technical difficulties or security breaches;
- limitations relating to the capacity of our networks, systems and processes;
- our failure to accurately estimate or control costs, including costs related to the implementation of our solutions for new customers;
- maintaining appropriate staffing levels and capabilities relative to projected growth;
- the timing of costs related to the development or acquisition of technologies, services or businesses to support our existing customers and potential growth opportunities; and
- general economic, industry and market conditions and those conditions specific to internet usage and online businesses.

For these reasons and because the market for our services and products is relatively new and rapidly changing, it is difficult to predict our future financial results.

Expansion into international markets, which is an important part of our strategy, but where we have limited experience, will subject us to risks associated with international operations.

We plan to continue to expand our product offerings internationally, particularly in Asia, Canada, Latin America and Europe. Although our exposure to and expertise in international markets have increased as a result of our acquisition of the Zimbra assets in September 2015, we still have limited experience in marketing and operating all of our services and products in international markets, and we may not be able to successfully develop or grow our business in these markets. Our success in these markets will be directly linked to the success of our relationships with potential customers, resellers, content partners and other third parties.

As the international markets in which we operate continue to grow, we expect that competition in these markets will intensify. Local companies may have a substantial competitive advantage because of their greater understanding of, and focus on, the local markets. Some of our domestic competitors who have substantially greater resources than we do may be able to more quickly and comprehensively develop and grow in international markets. International expansion may also require significant financial investment including, among other things, the expense of developing localized products, the costs of acquiring foreign companies and the integration of such companies with our operations, expenditure of resources in developing customer and content relationships and the increased costs of supporting remote operations.

Other risks of doing business in international markets include the increased risks and burdens of complying with different legal and regulatory standards, difficulties in managing and staffing foreign operations, recruiting and retaining talented direct sales personnel, limitations on the repatriation of funds and fluctuations of foreign exchange rates, varying levels of internet technology adoption and infrastructure and our ability to enforce contracts and our intellectual property rights in foreign jurisdictions. In addition, our success in international expansion could be limited by barriers to international expansion such as tariffs, adverse tax consequences and technology export controls. If we cannot manage these risks effectively, the costs of doing business in some international markets may be prohibitive or our costs may increase disproportionately to our revenue. Some of our business partners also have international operations and are subject to the risks described above. Even if we are able to successfully manage the risks of international operations, our business may be adversely affected if our business partners are not able to successfully manage these risks.

Failure to comply with the United States Foreign Corrupt Practices Act could subject us to penalties and other adverse consequences.

We are subject to the United States Foreign Corrupt Practices Act, which generally prohibits U.S. companies from engaging in bribery or other prohibited payments to foreign officials for the purpose of obtaining or retaining business. Corruption, extortion, bribery, pay-offs, theft and other fraudulent practices may occur with respect to our expansion into international markets. Our employees or other agents may engage in such conduct for which we might be held responsible. If our employees or other agents are found to have engaged in such practices, we could suffer severe penalties and other consequences, including adverse publicity and damage to our reputation that may have an adverse effect on our business, financial condition and results of operations.

Our agreements with some of our customers and content providers require fixed payments, which could adversely affect our financial performance.

Certain of our agreements with Managed Portals and Advertising customers and content providers require us to make fixed payments to them. As of September 30, 2017, the aggregate amount of such fixed payments for the remaining three months of 2017 through 2020 total approximately \$2.3 million. We are required to make these fixed payments regardless of the achievement of any revenue objectives or subscriber or usage levels. If we do not achieve our financial objectives, these contractual commitments would constitute a greater percentage of our revenue than originally anticipated and would adversely affect our profitability.

Our agreements with some of our customers and content providers contain penalties for non-performance, which could adversely affect our financial performance.

We have entered into service level agreements with many of our customers. These agreements generally call for specific system “up times” and 24 hours per day, seven days per week support and include penalties for non-performance. We may be unable to fulfill these commitments due to circumstances beyond our control, which could subject us to substantial penalties under those agreements, harm our reputation and result in a reduction of revenue or the loss of customers, which would in turn have an adverse effect on our business, financial condition and results of operations. To date, we have never incurred any material penalties. In addition, certain of our agreements with customers contain penalties for certain types of non-performance which, if not timely rectified, could result in substantial financial penalties to us.

System failures or capacity constraints could harm our business and financial performance.

The provision of our services and products depends on the continuing operation of our information technology and communications systems. Any damage to or failure of our systems could result in interruptions in our service. Such interruptions could harm our business, financial condition and results of operations, and our reputation could be damaged if people believe our systems are unreliable. Our systems are vulnerable to damage or interruption from snow storms, terrorist attacks, floods, fires, power loss, telecommunications failures, security breaches, computer malware, computer hacking attacks, computer viruses, computer denial of service attacks or other attempts to, or events that, harm our systems. Our data centers are also subject to break-ins, sabotage and intentional acts of vandalism and to potential disruptions if the operators of the facilities have financial difficulties. Although we maintain insurance to cover a variety of risks, the scope and amount of our insurance coverage may not be sufficient to cover our losses resulting from system failures or other disruptions to our online operations. For example, the limit on our business interruption insurance is approximately \$20 million for cyber loss (and \$38 million for physical loss). Any system failure or disruption and any resulting losses that are not recoverable under our insurance policies may harm our business, financial condition and results of operations. To date, we have never experienced any material losses.

Our data centers are not on full second-site redundancy, however we have the capability to do so; only certain customers require us to. We regularly back-up our systems and store the system back-ups in Atlanta, Georgia; Dallas, Texas; Lewis Center, Ohio; Denver, Colorado; Toronto, Canada; and Amsterdam, the Netherlands. If we were forced to relocate to an alternate site and to rely on our system back-ups to restore the systems, we would experience significant delays in restoring the functionality of our platform and could experience loss of data, which could harm our business and our operating results.

Security breaches, computer viruses and computer hacking attacks could harm our business, financial condition and results of operations.

Security breaches, computer malware and computer hacking attacks are prevalent in the technology industry. Any security breach caused by hacking, which involves efforts to gain unauthorized access to information or systems, or to cause intentional malfunctions or loss or corruption of data, software, hardware or other computer equipment, and the inadvertent transmission of computer viruses could harm our business, financial condition and results of operations. We have previously experienced hacking attacks on our systems, and may in the future experience hacking attacks. Though it is difficult to determine what harm may directly result from any specific interruption or breach, any failure to maintain performance, reliability, security and availability of our technology infrastructure to the satisfaction of our customers and their consumers may harm our reputation and our ability to retain existing customers and attract new customers.

We may not maintain acceptable website performance for our Managed Portals and Advertising customers, which may negatively impact our relationships with our customers and harm our business, financial condition and results of operations.

A key element to our continued growth is the ability of our customers' consumers in all geographies to access our Managed Portals and other offerings within acceptable load times. We refer to this as website performance. We may in the future experience platform disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, human or software errors, capacity constraints due to an overwhelming number of users accessing our technology simultaneously, and denial of service or fraud or security attacks.

In some instances, we may not be able to identify the cause or causes of these website performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve website performance, especially during peak usage times, and as our solutions become more complex and our user traffic increases. If our Managed Portals and Advertising solutions are unavailable when consumers attempt to access them or do not load as quickly as they expect, consumers may seek other alternatives to obtain the information for which they are looking, and may not use our products and services as often in the future, or at all. This would negatively impact our relationships with our customers. We expect to continue to make significant investments to maintain and improve website performance. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and operating results may be harmed.

We rely on our management team and need additional personnel to expand our business, and the loss of key officers or an inability to attract and retain qualified personnel could harm our business, financial condition and results of operations.

We depend on the continued contributions of our senior management and other key personnel, especially Himesh Bhise, our President and Chief Executive Officer, and William J. Stuart, our Chief Financial Officer. The loss of the services of any of our executive officers or other key employees could harm our business and our prospects. All of our executive officers and key employees are at-will employees, which means they may terminate their employment relationship with us at any time.

Our future success also depends on our ability to identify, attract and retain highly skilled technical, managerial, finance, marketing and creative personnel. Further, we will need to hire personnel outside the United States to continue to pursue an international expansion strategy, and we will need to hire additional advertising salespeople to sell more advertisements directly. We face intense competition for qualified individuals from numerous technology, marketing and media companies, and we may incur significant costs to attract them. We may be unable to attract and retain suitably qualified individuals, or we may be required to pay increased compensation in order to do so. If we were to be unable to attract and retain the qualified personnel we need to succeed, our business could suffer.

Volatility or lack of performance in the trading price of our common stock may also affect our ability to attract and retain qualified personnel. Many of our senior management personnel and other key employees have become, or will become, vested in a substantial amount of stock or stock options. Employees may be more likely to leave us if the shares they own or the shares underlying their options have significantly appreciated in value relative to the original purchase prices of the shares or the exercise prices of the options or if the exercise prices of the options that they hold are significantly above the trading price of our common stock. If we are unable to retain our employees, our business, financial condition and results of operations would be harmed.

If we fail to manage our growth effectively, our business, financial condition and results of operations may suffer.

Following the merger of our predecessor companies, Chek, Inc., or Chek, and MyPersonal.com, Inc., or MyPersonal, to form Synacor, much of our business expansion resulted from organic growth. More recently, however, we have sought to, and may continue to seek to, grow through strategic acquisitions. For example, in the first quarter of 2016, we acquired certain assets from Technorati, and in 2015, we acquired the Zimbra assets and certain assets of NimbleTV. Our goal of returning to growth may place significant demands on our management and our operational and financial infrastructure. Our ability to manage our growth effectively and to integrate new technologies and acquisitions (such as the assets acquired from Technorati, Zimbra, and NimbleTV) into our existing business will require us to continue to expand our operational, financial and management information systems and to continue to retain, attract, train, motivate and manage key employees. Growth could strain our ability to:

- develop and improve our operational, financial and management controls;
- enhance our reporting systems and procedures;
- recruit, train and retain highly skilled personnel;
- maintain our quality standards; and
- maintain customer and content owner satisfaction.

Managing our growth will require significant expenditures and allocation of valuable management resources. If we fail to achieve the necessary level of efficiency in our organization as it grows, our business, financial condition and results of operations would be harmed.

We may expand our business through acquisitions of, or investments in, other companies or new technologies, or joint ventures or other strategic alliances with other companies, which may divert our management's attention or prove not to be successful.

In February 2016, we acquired substantially all of the assets of, and hired certain personnel from, Technorati; in 2015, we acquired the Zimbra assets and hired certain related personnel and we purchased assets from, and hired the personnel of, NimbleTV; and in March 2013, we entered into a joint venture in China. We may decide to pursue other acquisitions of, investments in, or joint ventures involving other technologies and businesses in the future. Such transactions could divert our management's time and focus from operating our business.

Our ability as an organization to integrate acquisitions is relatively unproven. Integrating an acquired company, business or technology is risky and may result in unforeseen operating difficulties and expenditures, including, among other things, with respect to:

- incorporating new technologies into our existing business infrastructure;
- consolidating corporate and administrative functions;
- coordinating our sales and marketing functions to incorporate the new business or technology;
- maintaining morale, retaining and integrating key employees to support the new business or technology and managing our expansion in capacity; and
- maintaining standards, controls, procedures and policies (including effective internal control over financial reporting and disclosure controls and procedures).

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

Future acquisitions could result in potentially dilutive issuances of our equity securities, including our common stock, or the incurrence of debt, contingent liabilities, amortization expenses or acquired in-process research and development expenses, any of which could harm our business, financial condition and results of operations. Future acquisitions may also require us to obtain additional financing, which may not be available on favorable terms or at all.

Finally, our skill at investing our funds in illiquid securities issued by other companies is limited. Although we review the results and prospects of such investments carefully, it is possible that our investments could result in a total loss. Additionally, we will typically have little or no control in the companies in which we invest, and we will be forced to rely on the management of companies in which we invest to make reasonable and sound business decisions. If the companies in which we invest are not successfully able to manage the risks facing them, such companies could suffer, and our own business, financial condition and results of operations could be harmed.

We may require additional capital to grow our business, and this capital may not be available on acceptable terms or at all.

The operation of our business and our growth strategy may require significant additional capital, especially if we were to accelerate our expansion and acquisition plans. For example, we invested approximately \$8.2 million in 2016 in preparing to support AT&T as a customer, and an additional \$4.6 million in 2017 in support of that goal. If the cash generated from operations and otherwise available to us is not sufficient to meet our capital requirements, we will need to seek additional capital, potentially through debt or equity financings, to fund our growth. We may not be able to raise needed capital on terms acceptable to us or at all. Financings, if available, may be on terms that are dilutive or potentially dilutive to our stockholders, and the prices at which new investors would be willing to purchase our securities may cause our existing stockholders to suffer substantial dilution. The holders of new securities may also receive rights, preferences or privileges that are senior to those of existing holders of our common stock. As with our credit facility with Silicon Valley Bank, any debt financing obtained by us in the future could contain financial or other covenants that may potentially restrict our operations, and if we do not effectively manage our business to comply with those covenants, our business, financial condition and results of operations could be adversely affected.

While we successfully raised approximately \$20.0 million in an underwritten public offering of 6,187,426 shares of our common stock in April and May of 2017, the net proceeds of that offering may not be sufficient to meet our objectives, including funding our growth plans and potential acquisitions as they may arise.

In addition, while we are in compliance at September 30, 2017 with the financial covenants contained in our credit facility with Silicon Valley Bank, our future financial performance may potentially cause us to become not in compliance with those covenants, possibly restricting our ability to continue to borrow under our credit facility.

If new or existing sources of financing are required but are insufficient or unavailable, we could be required to delay, abandon or otherwise modify our growth and operating plans to the extent of available funding, which would harm our ability to grow our business.

Our business depends, in part, on our ability to protect and enforce our intellectual property rights.

The protection of our intellectual property is critical to our success. We rely on copyright and service mark enforcement, contractual restrictions and trade secret laws to protect our proprietary rights. We have entered into confidentiality and invention assignment agreements with our employees and contractors, and nondisclosure agreements with certain parties with whom we conduct business to limit access to and disclosure and distribution of our proprietary information. Additionally, we have applied for patents to protect certain of our intellectual property. We have registered several marks and filed many other trademark applications in the United States. We have not applied for copyright protection in any jurisdiction including in the United States. However, if we are unable to adequately protect our intellectual property, it may be possible for a third party to copy or otherwise obtain and use our intellectual property without authorization, and our business may suffer from the piracy of our technology and the associated loss in revenue.

Protecting against the unauthorized use of our intellectual property and other proprietary rights is expensive, difficult and, in some cases, impossible. The steps we take may not prevent misappropriation or infringement of our property rights. Litigation may be necessary in the future to enforce or defend our intellectual property rights, to protect our trade secrets or to determine the validity and scope of the proprietary rights of others. Such litigation could be costly and divert management resources, either of which could harm our business. Furthermore, many of our current and potential competitors have the ability to dedicate substantially greater resources to enforce their intellectual property rights than we do. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property.

We are not currently involved in any legal proceedings with respect to protecting our intellectual property; however, we may from time to time become a party to various legal proceedings with respect to protecting our intellectual property arising in the ordinary course of our business.

Any claims from a third party that we are infringing upon its intellectual property, whether valid or not, could subject us to costly and time-consuming litigation or expensive licenses or force us to curtail some services or products.

Companies in the internet and technology industries tend to own large numbers of patents, copyrights, trademarks and trade secrets, and frequently enter into litigation based on allegations of infringement or other violations of intellectual property rights. We have been subject to claims that the presentation of certain licensed content on our Managed Portals infringes certain patents of a third party, none of which have resulted in material direct settlement or payments by us or any determination of infringement by us, and as we face increasing competition, the possibility of further intellectual property rights claims against us grows. Our technologies may not be able to withstand any third party claims or rights against their use. Any intellectual property claims, with or without merit, could be time-consuming, expensive to litigate or settle and could divert management resources and attention. An adverse determination also could prevent us from offering our services and products to others and may require that we procure substitute products or services for our customers.

In the case of any intellectual property rights claim, we may have to pay damages or stop using technology found to be in violation of a third party's rights. We may have to seek a license for the technology, which may not be available to us on reasonable terms and may significantly increase our operating expenses. The technology also may not be available for license to us at all. As a result, we may also be required to develop alternative non-infringing technology, which could require significant effort and expense. If we cannot license or develop technology for the infringing aspects of our business, we may be forced to limit our service and product offerings and may be unable to compete effectively. Any of these consequences could harm our operating results.

In addition, we typically have contractual obligations to our customers to indemnify and defend them with respect to third-party intellectual property infringement claims that arise from our customers' use of our products or services. Such claims, whether valid or not, could harm our relationships with our customers, have resulted and could result in the future in us or our customers having to enter into licenses with the claimants and have caused and could cause us in the future to incur additional costs or experience reduced revenue. To date, neither the increase in our costs nor any reductions in our revenue resulting from such claims have been material. Such claims could also subject us to costly and time-consuming litigation as well as diverting management attention and resources. Satisfying our contractual indemnification obligations could also give rise to significant liability, and thus harm our business and our operating results.

We are not currently subject to any material legal proceedings with respect to third party claims that we or our customers' use of our products and services are infringing upon their intellectual property; however, we may from time to time become a party to various legal proceedings with respect to such claims arising in the ordinary course of our business.

Any unauthorized disclosure or theft of personal information we gather could harm our reputation and subject us to claims or litigation.

We collect, and have access to, personal information of subscribers, including names, addresses, account numbers, credit card numbers and email addresses. Unauthorized disclosure of such personal information, whether through breach of our systems by an unauthorized party, employee theft or misuse, or otherwise, could harm our business. If there were an inadvertent disclosure of personal information, or if a third party were to gain unauthorized access to the personal information we possess, our operations could be seriously disrupted and we could be subject to claims or litigation arising from damages suffered by subscribers or our customers. In addition, we could incur significant costs in complying with the multitude of state, federal and foreign laws regarding the unauthorized disclosure of personal information. Finally, any perceived or actual unauthorized disclosure of the information we collect could harm our reputation, substantially impair our ability to attract and retain customers and have an adverse impact on our business.

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

We collect, and have access to, personal information of subscribers, including names, addresses, account numbers, credit card numbers and email addresses. There are numerous federal, state and local laws, rules and guidelines around the world regarding privacy and the collection, storing, sharing, use, processing, disclosure, destruction and security of personal information and other subscriber data, the scope of which are changing, subject to differing interpretations, and may be inconsistent between countries or conflict with other rules. For example, the EU General Data Protection Regulation, or the Regulation, will be enforced beginning in May 2018. The Regulation will replace the existing 1995 European Union Data Protection Directive, or the Directive, and will introduce new and onerous data protection requirements for companies processing data of European citizens, as well as substantial fines for breaches of the data protection rules. In 2016, to facilitate compliance with the Directive, the European Commission and the United States Department of Commerce designed a program known as the EU-US Privacy Shield, or the Privacy Shield, which provides a mechanism for U.S. companies to comply with data protection requirements under the Directive when transferring personal information from the European Economic Area, or the EEA, to the United States. The Privacy Shield includes more stringent operational and legal requirements for parties processing EEA personal information and imposes significant penalties for non-compliance. Similarly, in early 2017, the Swiss Federal Data Protection and Information Commissioner and the United States Department of Commerce designed a program known as the Swiss-U.S. Privacy Shield, which provides a mechanism for U.S. companies to comply with Swiss data protection requirements when transferring personal information from Switzerland to the United States. We certified compliance with the EU-US Privacy Shield and the Swiss-U.S. Privacy Shield to the United States Department of Commerce in December 2016 and June 2017, respectively. Compliance with the EU-US Privacy Shield and Swiss-U.S. Privacy Shield are not, alone, sufficient to comply with the obligations contained in the Directive or the Regulation.

We strive to comply with all applicable laws, policies, legal obligations and industry codes of conduct relating to privacy and data protection to the extent possible. However, we may fail to comply with such laws, rules and guidelines, and it is possible that these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices. Any failure or perceived failure by us to comply with our privacy policies, our privacy-related obligations to users or other third parties, or our privacy-related legal obligations (including obligations in agreements with our customers), or any compromise of security that results in the unauthorized release or transfer of personal information or other subscriber data, may result in governmental enforcement actions, significant fines, loss of access to data transfer mechanisms, litigation or public statements against us by consumer advocacy groups or others and could cause our customers to lose trust in us, or, in some situations, terminate their agreements with us, all of which could have an adverse effect on our business. Additionally, if third parties we work with, such as customers, vendors or developers, violate applicable laws or our policies, such violations may also put subscriber information at risk and could in turn have an adverse effect on our business.

Any failure to convince advertisers of the benefits of advertising with us would harm our business, financial condition and results of operations.

We have derived and expect to continue to derive a substantial portion of our revenue from digital advertising, including advertising on our Managed Portals. Such advertising accounted for approximately 46%, 43%, and 36% of our revenue for the years ended December 31, 2016, 2015, and 2014, respectively, and approximately 46% and 43% of our revenue for the three and nine months ended September 30, 2017, respectively. Our ability to attract and retain advertisers and, ultimately, to generate advertising revenue depends on a number of factors, including:

- increasing the numbers of consumers using our Managed Portals;
- maintaining consumer engagement on those Managed Portals;
- competing effectively for advertising spending with other online and offline advertising providers; and
- continuing to grow our direct advertising sales force and develop and diversify our advertising capabilities.

If we are unable to provide high-quality advertising opportunities and convince advertisers and agencies of our value proposition, we may not be able to retain existing advertisers or attract new ones, which would harm our business, financial condition and results of operations.

Migration of high-speed internet service providers' consumers from one high-speed internet service provider to another could adversely affect our business, financial condition and results of operations.

Consumers may become dissatisfied with their current high-speed internet service provider and may switch to another provider. In the event that there is substantial subscriber migration from our existing customers to service providers with which we do not have relationships, the fees that we receive on a per-subscriber basis, and the related revenue, including search and digital advertising revenue, could decline.

Our business and the trading price of our common stock may be adversely affected if our internal controls over financial reporting are found by management or by our independent registered public accounting firm not to be adequate.

Effective internal controls are necessary for us to provide reliable financial reports and prevent fraud. In addition, Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, requires our management to evaluate and report on our internal control over financial reporting. Our Annual Report on Form 10-K contains, among other matters, an assessment of the effectiveness of our internal control over financial reporting as of the end of our fiscal year, including a statement as to whether or not our internal control over financial reporting is effective. This assessment must include disclosure of any material weaknesses in our internal control over financial reporting identified by management.

Effective after the end of 2017, we have determined that we will no longer be an “emerging growth company” as defined in the Jumpstart Our Business Startups (“JOBS”) Act. Further, because the market value of our common stock held by non-affiliates at September 30, 2017 exceeded \$75 million, we no longer qualify as a “smaller reporting company.” As such, our independent registered public accounting firm will be required to formally attest to the effectiveness of our internal control over financial reporting beginning with our Annual Report on Form 10-K for the year ending December 31, 2017. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are designed or operating. Further, any delay in compliance with the auditor attestation provisions of Section 404, could subject us to a variety of administrative sanctions, including ineligibility for short-form resale registration, action by the SEC, the suspension or delisting of our common stock and the inability of registered broker-dealers to make a market in our common stock, which would further reduce the trading price of our common stock and could harm our business.

While we have determined that our internal control over financial reporting was effective as of December 31, 2016, as indicated in our Management Report on Internal Control over Financial Reporting included in our Annual Report on Form 10-K, we must continue to monitor and assess our internal control over financial reporting. If our management identifies one or more material weaknesses in our internal control over financial reporting and such weakness remains uncorrected at fiscal year-end, we will be unable to assert such internal control is effective at fiscal year-end. If we are unable to assert that our internal control over financial reporting is effective at fiscal year-end, or if our independent registered public accounting firm, when required, is unable to express an opinion on the effectiveness of our internal controls or concludes that we have a material weakness in our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which would likely have an adverse effect on our business and stock price.

Even if we conclude our internal control over financial reporting provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with Generally Accepted Accounting

Principles, or GAAP, because of its inherent limitations, internal control over financial reporting may not prevent or detect fraud or misstatements. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited as a result of future transactions in our stock which may be outside our control.

As of September 30, 2017, we had substantial federal and state net operating loss carryforwards. Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an “ownership change,” the corporation’s ability to use its pre-change net operating loss carryforwards to offset its post-change income and taxes may be limited. In general, an “ownership change” generally occurs if there is a cumulative change in our ownership by “five-percent stockholders” that exceeds 50 percentage points over a rolling three-year period. For these purposes, a five-percent stockholder is generally any person or group of persons that at any time during the applicable testing period has owned 5% or more of our outstanding stock. In addition, persons who own less than 5% of the outstanding stock are grouped together as one or more “public groups,” which are also treated as five-percent stockholders. Similar rules may apply under state tax laws. We may experience ownership changes in the future as a result of future transactions in our stock, some of which may be outside our control. As a result, our ability to use our pre-change net operating loss carryforwards to offset United States federal and state taxable income and taxes may be subject to limitations.

Risks Related to Our Industry

The growth of the market for our services and products depends on the continued growth of the internet as a medium for content, advertising, commerce and communications.

Expansion in the sales of our services and products depends on the continued acceptance of the internet as a platform for content, advertising, commerce and communications. The acceptance of the internet as a medium for such uses could be adversely impacted by delays in the development or adoption of new standards and protocols to handle increased demands of internet activity, security, privacy protection, reliability, cost, ease of use, accessibility and quality of service. The performance of the internet and its acceptance as such a medium has been harmed by viruses, worms, and similar malicious programs, and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If for any reason the internet does not remain a medium for widespread content, advertising, commerce and communications, the demand for our services and products would be significantly reduced, which would harm our business.

The growth of the market for our services and products depends on the development and maintenance of the internet infrastructure.

Our business strategy depends on continued internet and high-speed internet access growth. Any downturn in the use or growth rate of the internet or high-speed internet access would be detrimental to our business. If the internet continues to experience significant growth in number of users, frequency of use and amount of data transmitted, the internet infrastructure might not be able to support the demands placed on it and the performance or reliability of the internet may be adversely affected. The success of our business therefore depends on the development and maintenance of a sound internet infrastructure. This includes maintenance of a reliable network backbone with the necessary speed, data capacity and security, as well as timely development of complementary products, such as routers, for providing reliable internet access and services. Consequently, as internet usage increases, the growth of the market for our products depends upon improvements made to the internet as well as to individual customers’ networking infrastructures to alleviate overloading and congestion. In addition, any delays in the adoption of new standards and protocols required to govern increased levels of internet activity or increased governmental regulation may have a detrimental effect on the internet infrastructure.

A majority of our revenue is derived from our Managed Portals and Advertising solutions; our revenue would decline if advertisers do not continue their usage of the internet as an advertising medium.

We have derived and expect to continue to derive a majority of our revenue from search and digital advertising, including advertising on our Managed Portals. Such search and digital advertising revenue accounted for approximately 59%, 71% and 79% of our revenue for the years ended December 31, 2016, 2015 and 2014, or \$74.9 million, \$78.3 million, and \$83.9 million respectively, and approximately 62% and 58% for the three and nine months ended September 30, 2017, or \$22.7 and \$54.2 million, respectively. However, the prospects for continued demand and market acceptance for internet advertising are uncertain. If advertisers do not continue to increase their usage of the internet as an advertising medium, our revenue would decline. Advertisers that have traditionally relied on other advertising media may not advertise on the internet. As the internet evolves, advertisers may find online advertising to be a less attractive or less effective means of promoting their services and products than traditional methods of advertising and may not continue to allocate funds for internet advertising. Many historical predictions by industry analysts and others concerning the growth of the internet as a commercial medium have overstated the growth of the internet and you should not rely upon them. This growth may not occur or may occur more slowly than estimated.

Most of our search revenue is based on the number of paid “clicks” on sponsored links that are included in search results generated from our Managed Portals. Generally, each time a consumer clicks on a sponsored link, the search provider that provided the commercial search result receives a fee from the advertiser who paid for such sponsored link and the search provider pays us a portion of that fee. We, in turn, typically share a portion of the fee we receive with our customer. If an advertiser receives what it perceives to be a large number of clicks for which it needs to pay, but that does not result in a desired activity or an increase in sales, the advertiser may reduce or eliminate its advertisements through the search provider that provided the commercial search result to us. This reaction would lead to a loss of revenue to our search providers and consequently to lesser fees paid to us, which would have a negative effect on our financial results.

Market prices for online advertising may decrease due to competitive or other factors. In addition, if a large number of internet users use filtering software that limits or removes advertising from the users’ view, advertisers may perceive that internet advertising is not effective and may choose not to advertise on the internet.

The market for internet-based services and products in which we operate is highly competitive, and if we cannot compete effectively, our sales may decline and our business may be harmed.

Competition in the market for internet-based services and products in which we operate is intense and involves rapidly changing technologies and customer and subscriber requirements, as well as evolving industry standards and frequent product introductions. Our competitors may develop solutions that are similar or superior to our technology. Our primary competitors include high-speed internet service providers with internal information technology staff capable of developing solutions similar to our technology. Other competitors include: Yahoo!; Google; AOL, a division of Verizon; and MSN, a division of Microsoft. Advantages some of our existing and potential competitors hold over us include the following:

- significantly greater revenue and financial resources;
- stronger brand and consumer recognition;
- the capacity to leverage their marketing expenditures across a broader portfolio of services and products;
- ability to offer their products at significantly lower prices or at no cost;
- more extensive proprietary intellectual property from which they can develop or aggregate content without having to pay fees or paying significantly lower fees than we do;
- pre-existing relationships with content providers that afford them access to content while blocking the access of competitors to that same content;
- pre-existing relationships with high-speed internet service providers that afford them the opportunity to convert such providers to competing services and products;
- lower labor and development costs; and
- broader global distribution and presence.

If we are unable to compete effectively or we are not as successful as our competitors in our target markets, our sales could decline, our margins could decline and we could lose market share, any of which would harm our business, financial condition and results of operations.

Government regulation of the internet continues to evolve, and new laws and regulations could significantly harm our financial performance.

Over time, we expect state, federal and international legislative bodies to continue to enact more stringent laws and regulations relating to the internet. The adoption or modification of laws related to the internet could harm our business, financial condition and results of operations by, among other things, increasing our costs and administrative burdens. Due to the increasing popularity and use of the internet, many laws and regulations relating to the internet are being debated at the international, federal and state levels, which are likely to address a variety of issues such as:

- user privacy and expression;
- ability to collect and/or share necessary information that allows us to conduct business on the internet;
- export compliance;
- pricing and taxation;
- fraud;

- advertising;
- intellectual property rights;
- consumer protection;
- protection of minors;
- content regulation;
- information security; and
- quality of services and products.

Several federal laws that could have an impact on our business have been adopted. For example, the Digital Millennium Copyright Act of 1998 reduces the liability of online service providers of third-party content, including content that may infringe copyrights or rights of others, but requires strict compliance with certain provisions to qualify for the safe harbor provisions; the Children’s Online Privacy Protection Act imposes additional restrictions on the ability of online services to collect user information from minors under the age of 13; and the Protection of Children from Sexual Predators Act requires online service providers to report evidence of violations of federal child pornography laws under certain circumstances.

It could be costly for us to comply with existing and potential laws and regulations, and they could harm our marketing efforts and our attractiveness to advertisers by, among other things, restricting our ability to collect demographic and personal information from consumers or to use or disclose that information in certain ways. If we were to violate these laws or regulations, or if it were alleged that we had, we could face private lawsuits, fines, penalties and injunctions and our business could be harmed.

Finally, the applicability to the internet and other online services of existing laws in various jurisdictions governing issues such as property ownership, sales and other taxes, libel and personal privacy is uncertain. Any new legislation or regulation, the application of laws and regulations from jurisdictions whose laws do not currently apply to our business, or the application of existing laws and regulations to the internet and other online services could also increase our costs of doing business, discourage internet communications, reduce demand for our services and expose us to substantial liability.

Increased regulation and industry standards related to internet privacy issues may prevent us from providing our current products and solutions to our customers, thereby harming our business.

The regulatory framework for privacy issues worldwide is currently in flux and is likely to remain so for the foreseeable future. Practices regarding the collection, use, storage, sharing, processing, disclosure, destruction and security of personal information by companies operating over the internet have come under increased public scrutiny and, as a result, there are an increasing number of regulations and industry standards that affect our business. Regulators, including the Federal Trade Commission and regulators in the EEA, have restricted and continue to restrict our ability to use personal information and therefore may limit or inhibit our ability to operate our business. In addition, many nations and economic regions have privacy protections that are more stringent or otherwise at odds with those in the United States. For example, the EEA traditionally has imposed stricter obligations and provided for more onerous penalties than the United States. The new EU General Data Protection Regulation (replacing the current EU Data Protection Directive) entered into force in May 2016 and will apply beginning in May 2018. The Regulation will introduce new data protection requirements in the European Union, as well as substantial fines for breaches of the data protection rules. Complying with new privacy and security requirements, whether imposed by regulation, contract or industry standard, will require additional expenditures and may result in a greater compliance burden for companies with users from the EEA.

We may incur expenses to comply with privacy and security standards and protocols imposed by law, regulation, industry standards or contractual obligations. Our business, including our ability to operate and expand internationally, could be adversely affected if legislation or regulations are adopted, interpreted or implemented in a manner that is inconsistent with our current business practices and that require changes to these practices, our services or our privacy policies.

Risks Related to Ownership of Our Common Stock

Concentration of ownership among our directors and officers and their respective affiliates could limit our other stockholders’ ability to influence the outcome of key corporate decisions, such as an acquisition of our company.

Our directors and executive officers and their respective affiliates, beneficially own or directly or indirectly control (including by voting proxy), as of November 10, 2017, approximately 21% of our outstanding common stock (including exercisable options). Additionally, shares held by TZ Holdings as of November 10, 2017, representing approximately 4% of our outstanding common stock, are subject to a voting agreement pursuant to which all shares held by TZ Holdings shall be voted in the manner recommended by our

Board of Directors. As a result, these stockholders, if they were to act together, would have the ability to influence significantly the outcome of matters submitted to our stockholders for approval, including the election of directors and any merger, consolidation or sale of all or substantially all of our assets. In addition, these stockholders, if they act together, would have the ability to influence significantly the management and affairs of our company. Accordingly, this concentration of ownership might harm the trading price of our common stock by:

- delaying, deferring or preventing a change in our control;
- impeding a merger, consolidation, takeover or other business combination involving us;
- preventing the election of directors who are nominated by our stockholders; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

Our business could be negatively affected as a result of actions of stockholders or others.

In June and July 2014, entities associated with JEC Capital Partners and Ratio Capital Partners indicated, through filings with the Securities and Exchange Commission, that they each beneficially own 4.9% of our outstanding shares of common stock. There can be no assurance that JEC Capital Partners, Ratio Capital Partners or another third party will not make an unsolicited takeover proposal in the future or take other action to acquire control of us or to otherwise influence our management and policies. Considering and responding to any future proposal is likely to result in significant additional costs to us, and future acquisition proposals, other stockholder actions to acquire control and the litigation that often accompanies them, if any, are likely to be costly and time-consuming and may disrupt our operations and divert the attention of management and our employees from executing our strategic plan.

Additionally, perceived uncertainties as to our future direction as a result of stockholder activism or actual or potential changes to the composition of our board of directors, may lead to the perception of a change in the direction of our business or other instability, which may be exploited by our competitors, cause concern to our current or potential customers, and make it more difficult to attract and retain qualified personnel. If customers choose to delay, defer or reduce their reliance on, the services we provide or do business with our competitors instead of us because of any such issues, then our business, operating results and financial condition would be adversely affected.

Future sales of our common stock may cause the trading price of our common stock to decline.

Certain of our stockholders who held shares of our preferred stock before the consummation of our public offering may be able to sell these shares in the public market without registration under Rule 144.

In addition, the shares that are either subject to outstanding options or warrants or that may be granted in the future under our equity plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting agreements.

If a substantial number of any of these additional shares described are sold, or if it is perceived that a substantial number of such shares will be sold, in the public market, the trading price of our common stock could decline.

Some provisions of our certificate of incorporation, bylaws and Delaware law may discourage, delay or prevent a merger or acquisition or prevent the removal of our current board of directors and management.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that may discourage, delay or prevent a merger or acquisition or prevent the removal of our current board of directors and management. We have a number of anti-takeover devices in place that will hinder takeover attempts, including:

- our board of directors is classified into three classes of directors with staggered three-year terms;
- our directors may only be removed for cause, and only with the affirmative vote of a majority of the voting interest of stockholders entitled to vote;
- only our board of directors and not our stockholders will be able to fill vacancies on our board of directors;
- only our chairman of the board, our chief executive officer or a majority of our board of directors, and not our stockholders, are authorized to call a special meeting of stockholders;
- our stockholders will be able to take action only at a meeting of stockholders and not by written consent;

- our amended and restated certificate of incorporation authorizes undesignated preferred stock, the terms of which may be established and shares of which may be issued without stockholder approval; and
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders.

These provisions and other provisions in our charter documents could discourage, delay or prevent a transaction involving a change in our control. Any delay or prevention of a change in control transaction could cause stockholders to lose a substantial premium over the then-current trading price of their shares. These provisions could also discourage proxy contests and could make it more difficult for our stockholders to elect directors of their choosing or to cause us to take other corporate actions such stockholders desire.

In addition, we are subject to Section 203 of the Delaware General Corporation Law, which, subject to some exceptions, prohibits “business combinations” between a Delaware corporation and an “interested stockholder,” which is generally defined as a stockholder who becomes a beneficial owner of 15% or more of a Delaware corporation’s voting stock, for a three-year period following the date that the stockholder became an interested stockholder. Section 203 could have the effect of delaying, deferring or preventing a change in control that our stockholders might consider to be in their best interests.

We have not paid cash dividends on our capital stock, and we do not expect to do so in the foreseeable future.

We have not historically paid cash dividends on our capital stock, and we have agreed not to pay any dividends or make any other distributions in our loan agreement with Silicon Valley Bank. We anticipate that we will retain all future earnings and cash resources for the future operation and development of our business, and as a result, we do not anticipate paying any cash dividends to holders of our capital stock for the foreseeable future. Any future determination regarding the payment of any dividends will be made at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, general business conditions, bank covenants and other factors that our board may deem relevant. Consequently, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investment.

The trading price and volume of our common stock has been and will likely continue to be volatile, and the value of an investment in our common stock may decline.

The trading price of our common stock has been, and is likely to continue to be, volatile and could decline substantially within a short period of time. For example, since shares of our common stock were sold in our initial public offering in February 2012 at a price of \$5.00 per share through the close of business on August 9, 2017, our trading price has ranged from \$1.03 to \$18.00. The trading price of our common stock may be subject to wide fluctuations in response to various factors, some of which are beyond our control, including but not limited to the various factors set forth in this “Risk Factors” section, as well as:

- variations in our financial performance;
- announcements of technological innovations, new services and products, strategic alliances, asset acquisitions, or significant agreements by us or by our competitors, including, for example, the agreement we entered into with AT&T in May 2016 to provide desktop and mobile portal solutions;
- changes in the estimates of our operating results or changes in recommendations or withdrawal of research coverage by securities analysts;
- market conditions in our industry, the industries of our customers and the economy as a whole; and
- adoption or modification of laws, regulations, policies, procedures or programs applicable to our business or announcements relating to these matters.

In addition, if the market for technology stocks or the stock market in general experiences loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business, financial condition or results of operations. The trading price of our common stock might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. Some companies that have had volatile market prices for their securities have had securities class actions filed against them. Such a suit filed against us, regardless of its merits or outcome, could cause us to incur substantial costs and could divert management’s attention.

If securities or industry analysts do not publish research or reports about our company, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrade our stock or publish inaccurate or unfavorable research

about our business, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

The requirements of being a public company, including increased costs and demands upon management as a result of complying with federal securities laws and regulations applicable to public companies, may adversely affect our financial performance and our ability to attract and retain directors.

As a public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, and the rules and regulations of The Nasdaq Global Market. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC and Nasdaq, impose additional requirements on public companies, including enhanced corporate governance practices. For example, the Nasdaq listing requirements require that listed companies satisfy certain corporate governance requirements relating to independent directors, audit committees, distribution of annual and interim reports, stockholder meetings, stockholder approvals, solicitation of proxies, conflicts of interest, stockholder voting rights and codes of business conduct. Our management team has limited experience managing a publicly-traded company or complying with the increasingly complex laws pertaining to public companies. In addition, most of our current directors have limited experience serving on the boards of public companies.

The requirements of these rules and regulations have increased and will continue to increase our legal, accounting and financial compliance costs, make some activities more difficult, time-consuming and costly and may also place undue strain on our personnel, systems and resources. Our management and other personnel must devote a substantial amount of time to these requirements. These rules and regulations will also make it more difficult and more expensive for us to maintain directors' and officers' liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to maintain coverage. If we are unable to maintain adequate directors' and officers' insurance, our ability to recruit and retain qualified directors, especially those directors who may be considered independent for purposes of Nasdaq rules, and officers may be significantly curtailed.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS**EXHIBIT INDEX**

Exhibit No.	Exhibit
10.1	<u>Fourth Amendment to Portal and Advertising Services Agreement between Synacor, Inc. and AT&T Services, Inc. effective as of July 10, 2017.</u>
10.2†	<u>Statement of Work #1 to Portal and Advertising Services Agreement between Synacor, Inc. and AT&T Services, Inc. effective as of July 10, 2017.</u>
31.1	<u>Certifications of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2	<u>Certifications of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1	<u>Certifications of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Schema Linkbase Document
101.CAL	XBRL Taxonomy Calculation Linkbase Document
101.DEF	XBRL Taxonomy Definition Linkbase Document
101.LAB	XBRL Taxonomy Labels Linkbase Document
101.PRE	XBRL Taxonomy Presentation Linkbase Document

† Confidential treatment has been requested for portions of this document. The omitted portions have been filed with the Securities and Exchange Commission.

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 thereunto duly authorized.

SYNACOR, INC.

(Registrant)

Date: November 14, 2017

By: /s/ Himesh Bhise

Himesh Bhise
President and Chief Executive Officer
(Principal Executive Officer)

Date: November 14, 2017

By: /s/ William J. Stuart

William J. Stuart
Chief Financial Officer and Secretary
(Principal Financial and Accounting Officer)

**FOURTH AMENDMENT (“AMENDMENT”) TO
PORTAL AND ADVERTISING SERVICES AGREEMENT**

This Fourth Amendment is entered into and effective as of July 10, 2017 (the “Amendment Effective Date”), by and between AT&T Services, Inc., for and on behalf of its operating Affiliates, and Synacor, Inc., and hereby amends the Portal and Advertising Services Agreement, as amended (the “Portal Agreement”), between them which has an effective date of May 1, 2016, as set forth below. Capitalized terms used, but not defined in this Amendment shall have the meanings ascribed to them in the Portal Agreement.

WHEREAS, AT&T has requested that Synacor develop a personalized portal to replace its legacy portal my.yahoo.com (the “Personalized Portal”) pursuant to that certain Statement of Work #1 entered into by and between the Parties, dated July 10, 2017 (the “SOW”);

WHEREAS, the terms of the SOW address the Custom Portal Services required to develop and implement the Personalized Portal into AT&T’s production environment, and the Parties desire to amend the Portal Agreement to clarify that once the Personalized Portal is accepted by AT&T and placed into production, the Personalized Portal will be considered part of the Portal and covered by the ongoing Portal Services; and

WHEREAS, the Parties desire to set forth in this Amendment certain terms and conditions with regard to the incorporation of the Personalized Portal into the Portal Agreement;

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

1. Personalized Portal.

- (a) Once the Personalized Portal is fully implemented into AT&T’s production environment and Accepted by AT&T and all legacy my.yahoo.com users are migrated to the Personalized Portal (i) the Personalized Portal shall be considered part of the Portal (as that term is defined in the Portal Agreement); (ii) subject to **Section 2.2.8** of the SOW regarding ongoing software development, all further ongoing operations and maintenance tasks, whether pre-launch or post-launch of the Personalized Portal (e.g., infrastructure, hosting, ad operations, monitoring, trouble diagnosis and resolution, etc.) will be done as part of the ongoing Portal Services described in the Portal Agreement and performed by the existing Portal Teams; and (iii) all terms and conditions of the Portal Agreement that apply to the Portal (e.g., warranties, indemnities, limitations on liability, search services, revenue shares, financial terms and conditions, and service level commitment, etc.) will apply in the same manner to the Personalized Portal unless expressly provided or amended in this Amendment.

- (b) The Personalized Portal will be a destination within, and will be considered a part of the Portal (that is, a subdomain of att.net). As such, the Personalized Portal will be hosted within the same data center(s) as the Portal.
- (c) For clarity, the Service Levels set forth in **Exhibit 20 (Service Levels)** to the Portal Agreement shall be deemed to apply to the Home Page of the Personalized Portal in the same manner that they apply to the Portal and its Home Page.
- (d) The warranty provided by Synacor in **Section 18.2(b)** of the Portal Agreement shall be expanded to include the Personalized Portal, and Synacor hereby warrants that beginning on the date the Personalized Portal is successfully implemented into AT&T's production environment and Accepted by AT&T and continuing for the duration of the Term of the Portal Agreement, the Personalized Portal shall comply with the Specifications (as defined in the SOW), except to the extent AT&T has requested or the Parties mutually have agreed upon changes to the Specifications.
- (e) The Parties acknowledge and agree that **Exhibit 15 (Minimum Revenue Guarantee Requirements)** and **Exhibit 31 (Minimum Business Model Requirements)** of the Portal Agreement do not apply to the Personalized Portal.

2. Miscellaneous.

- (a) Except as set forth in this Amendment all other terms of the Portal Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and the terms of the Portal Agreement, the terms of this Amendment shall control.
- (b) Unless expressly provided otherwise herein: (i) all rights and remedies granted to each Party under this Amendment or the Portal Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such Party in this Amendment or the Portal Agreement, at law or in equity; and (ii) termination or expiration of this Amendment or the Portal Agreement shall not limit either Party from pursuing any other remedies available to it, including injunctive relief, in connection with any of its rights accrued or otherwise existing up to the date of such termination or expiration.
- (c) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers or representatives as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ Himesh Bhise

Name:Himesh Bhise

Title: Chief Executive Officer

Date: July 10, 2017

AT&T SERVICES, INC.

(for and on behalf of its operating Affiliates)

By: /s/ Benjamin Carroll

Name:Benjamin Carroll

Title: AVP

Date: July 10, 2017

CONFIDENTIAL TREATMENT REQUESTED

AT&T

Personalized Next Gen Portal Project

Statement of Work #1

July 10, 2017

May 08, 2017 | Version 01



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1 Introduction

This Statement of Work #1 (“**SOW**”) is entered into pursuant to that certain Portal Advertising and Services Agreement between Synacor, Inc. (“**Synacor**”) and AT&T (“**AT&T**”) effective as of May 1, 2016, as amended (“**Agreement**”). This SOW is effective as of July 10, 2017 (“**SOW Effective Date**”). Capitalized terms used, but not otherwise defined in this SOW, shall have the meanings ascribed to them in the Agreement.

AT&T currently has a legacy portal destination at my.yahoo.com that displays an AT&T-branded experience when an AT&T subscriber logs in (“**Legacy Portal**”).

AT&T has requested that Synacor provide a project team (“**Project Team**”) to provide the following Custom Portal Services (the “**Project**”):

- To develop, integrate, and test a new personalized next generation AT&T web portal to replace the Legacy Portal, which Deliverable shall be based on requirements defined by AT&T (“**Personalized Portal**”);
- To host and launch the Personalized Portal; and
- To migrate the existing users of the Legacy Portal (“**Legacy Portal Users**”) to the Personalized Portal.

This SOW describes the scope of work, Deliverables and Services that Synacor will provide for this Project.

2 SCOPE OF WORK

2.1 Project Team

2.1.1 Synacor will assign a team of resources to the Project Team to work with AT&T on this project. Once fully-staffed, and subject to **Section 2.1.2** below, the Project Team will be comprised of the resources listed in the table below, having an aggregate equivalent capacity of [*] full-time dedicated personnel (based on approximately 160 work hours per month per person) (the “**Project Team Commitment**”). The Project Team will work during Synacor’s standard business hours (as applicable for each Service Location in the Agreement) and will be staffed with Synacor Personnel.

Titles (Roles)	#	Key Responsibility
Program Director (Project/Product Owner)	[*]	Key point-of-contact & accountability for the Project and Product
Engineering Managers/Leaders (Scrum Masters)	[*]	Scrum teams and Agile methodology & execution
Architects/Analysts	[*]	Detailed requirements analysis, user stories, backlog grooming, prioritization
UI/UX Designers	[*]	UI/UX Designs
Software Engineers	[*]	Software Development
Quality Engineers	[*]	Software Testing
Total Team Size	[*]	

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[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

- 2.1.2 The exact composition and quantity of members on the Project Team may vary depending on the phase of the Project and the specific needs of that phase. For example, there may be more architects/analysts required early in the Project when requirements are still being gathered and analyzed, and more quality engineers required as the launch approaches. In addition, Synacor will ramp up to full capacity within [*] after the SOW Effective Date. In any event, Synacor may not exceed the Project Team Commitment, unless such change has been approved in a Change Order as further described in **Section 2.4** below.
- 2.1.3 Synacor shall have sole discretion in staffing the Project Team, subject to **Section 7.2(c)** of the Agreement and **Section 5.2** below. The Project Team may be comprised of existing Synacor Personnel, and new Synacor Personnel hires. [*] In addition, the work sites of members of the Project Team will be determined by Synacor in its sole discretion, subject to the terms of **Section 14** of the Agreement.

2.2 Scope of Services

2.2.1 Overview

- (a) The Project scope for the Custom Portal Services shall include, without limitation, Synacor's (i) development of the Personalized Portal in accordance with the Specifications [*]; (ii) implementation of the Personalized Portal; and (iii) migration of the Legacy Portal Users to the Personalized Portal.
- (b) Once the Personalized Portal is fully implemented in AT&T's production environment and Accepted by AT&T, the Personalized Portal shall be considered part of the Portal (as that term is defined in the Agreement) and covered by the ongoing Portal Services described in the Agreement (including the Fourth Amendment to the Agreement) and performed by the Team Members (or the Project Team or any other resources which the Parties agree to in writing), as further described in **Section 2.2.8** below.

2.2.2 Custom Portal Services and Ownership of Intellectual Property

- (a) The Services required to complete the Project described in this SOW shall be considered Custom Portal Services, which are included in the scope of the Services, as defined in the Agreement. The Custom Portal Services described in this SOW shall be governed by the terms of the Agreement applicable to the Custom Portal Services, unless otherwise expressly stated in this SOW.
- (b) Notwithstanding anything to the contrary in the Agreement, and subject to **Section 2.2.2(c)** below, AT&T shall own all Intellectual Property Rights in and with respect to [*] Custom IP pursuant to **Section 17.2(a)** of the Agreement. Upon expiration or termination of the Agreement, Synacor will deliver to AT&T
- [*] to the extent that [*] is commercially reasonable and technically feasible. For clarity, AT&T, as the owner of the [*] all Custom IP, shall have unrestricted use of such [*] Custom IP after the termination or expiration of the Agreement, including use in connection with an alternative service or portal provider.
- (c) Synacor shall retain all Intellectual Property Rights with respect to any Materials that (i) Synacor uses in performing its obligations under this SOW, (ii) is either owned by Synacor or licensed to Synacor by an Affiliate of Synacor or a Third Party, and (iii) [*]. The foregoing Materials and Intellectual Property Rights therein shall be considered a part of "Synacor IP."
- (d) The provisions of **Section 17.3(b)(iii)** of the Agreement shall not apply to any Custom IP provided under this SOW, and in lieu thereof the following shall apply: [*]
- (e) AT&T hereby grants to Synacor a royalty-free, perpetual, non-exclusive, license to Synacor to use [*].

For purposes of this SOW, a "**Custom AT&T Feature**" shall mean [*]. The Parties may remove or add to the Custom AT&T Features upon mutual written consent (with email notice and confirmation being sufficient for such purpose).

2.2.3 Program Director & Product Management Services

The assigned Synacor Program Director will manage the entire Project and act as the primary point of contact for AT&T. The assigned Program Director will be responsible for the following:

- (a) Project and Product Planning: The Program Director will work with AT&T, and will develop a detailed project/product plan and schedule at the start of the Project, which shall be consistent in all material respects with the Project schedule set forth in **Section 2.3** below, and maintain and update the plan and schedule on a weekly basis (“**Project Plan**”).
- (b) Weekly status meetings/calls: The Program Director will organize and conduct a weekly status meeting with AT&T to report progress against the Project Plan, and to adjust and update the Project Plan as needed upon mutual agreement of the Parties.
- (c) General management and coordination of all Project Team activities as required to complete Project Plan and all Services described in this SOW.

2.2.4 Scrum based Software Development Services

The Project Team will work in 2-weeks sprint-cycles to develop and deliver the Personalized Portal, applying and executing the following practices:

- (a) Product Requirements Management: work with AT&T as needed to capture, define, and prioritize all the product requirements [*] during the SOW Term (especially any critical requirements that MUST be met in order to launch the Personalized Portal) (“**Specifications**”) into a master product backlog.
- (b) Backlog Grooming: work with AT&T and internally as needed to define, create, review, clarify, analyze, decompose, and break-down requirements into workable user-stories, features, or tasks (“**Tickets**”) that can be estimated and slotted into a current or upcoming sprint.
- (c) Sprint Planning: work with AT&T and internally to review, evaluate, and decide which Tickets to be included in the current sprint to be started.
- (d) Sprint Execution: conduct daily stand-ups and work day-to-day to complete all the Tickets committed in the current sprint to meet the definition of DONE. For this project, a Ticket is deemed DONE if ALL of the following criteria has been met:
 - (i) The specified work or requirement has been completed or met;
 - (ii) The specified Acceptance Criteria for the work or requirement has been met (i.e. reviewed or tested); and
 - (iii) The output of the Ticket is ready for release for AT&T review or testing (for example: a design to be reviewed, a user function ready for AT&T to test).
- (e) Sprint Retro-Retrospective: at the end of each sprint, conduct a meeting to review lessons learned and apply any applicable improvement ideas to the next sprint.

2.2.5 Software Release Management Services

- (a) For this Project, Synacor will establish a separate User Acceptance Testing (“**UAT**”) environment for AT&T. UAT will be performed in accordance with the procedures set forth in **Section 3.9** of the Agreement and, for clarity, each version of the Personalized Platform software provided by Synacor shall be considered, subject to clause (c) below, a Major Deliverable as defined in the Agreement. While Synacor will setup the UAT environment as early as possible in the project, it is likely that it will take several sprints before there will be a version that will be ready for AT&T to conduct any formal UAT. Based on the weekly status meetings, Synacor and AT&T jointly will decide when the initial version of the Personalized Portal software will be released into the UAT environment.

(b) Once Synacor releases a version of the Personalized Portal software into UAT, Synacor will release and install a new version of the Personalized Portal Software into UAT at the end of each subsequent sprint. Synacor will conduct regression testing of any new versions prior to AT&T's UAT. On an exception basis, Synacor may release a critical or emergency patch/update into UAT if it is needed to address a critical/blocking UAT issue.

(c) In lieu of **Section 3.9(c)** of the Agreement, the following shall apply to any Major Deliverable provided under this SOW:

If Synacor has not delivered a Major Deliverable demonstrating no Nonconformities by the applicable due date, then subject to **Sections 13.5 and 21.17** of the Agreement, AT&T may, at its option, do any of the following:

[*]

(d) Upon completion of UAT, Synacor will release and install the final version of the Personalized Portal software which has been Accepted by AT&T into the production environment (“**Final Version**”).

2.2.6 User Acceptance Testing Support

The Project Team will work with AT&T to establish both the UAT Entry and Exit Acceptance Criteria:

- UAT Entry Acceptance Criteria: what Acceptance Criteria must be met before each Personalized Portal software version is deemed ready for AT&T to start UAT.
- UAT Exit Acceptance Criteria: what Acceptance Criteria must be met before each Personalized Portal software version is deemed ready to exit UAT and be placed into AT&T's production environment.

Once AT&T starts to conduct User Acceptance Testing, Synacor will start reporting, tracking, and managing software bugs jointly with AT&T. Reported bugs shall be captured as Tickets and reviewed, prioritized, and slotted into a current or future sprint just like any other requirements or work Tickets that are required by AT&T.

2.2.7 Implementation & User Migration Services

- (a) As part of the Project Plan described in **Section 2.2.3** above, the Project Team will, with AT&T's input, develop an implementation and user migration plan outlining how the Personalized Portal will be implemented, and how existing Legacy Users will be migrated to the Personalized Portal;
- (b) The Project Team will receive data regarding the Legacy Portal Users from AT&T (" **Legacy User Data** "), and will map/manipulate it as needed to prepare the Legacy User Data for ingestion into the Personalized Portal, and will input the Legacy User Data such that each Legacy Portal User's experience is personalized according to the Legacy User Data.
- (c) The Project Team will assist AT&T with AT&T's development and execution of a customer communications and support plan; and
- (d) Implement the Final Version and migrate the Legacy Portal Users to the fully implemented Personalized Portal in accordance with the timelines set forth in the Project Plan.

2.2.8 Post Launch Software Development and Operations

- (a) AT&T and Synacor will use commercially reasonable best efforts to reach agreement on terms for Synacor's continued software development of the Personalized Portal after completion of this SOW. Such continued software development may be provided through the Project Team, a subset thereof, or such other means as the Parties mutually determine. AT&T and Synacor will endeavor to reach such agreement prior to expiration of this SOW and, upon such agreement, will set forth the terms thereof in a separately signed Statement of Work.
- (b) In the absence of an agreement defining terms for Synacor's continued software development of the Personalized Portal after completion of this SOW, such software development tasks will be prioritized [*] and done by the existing Portal Terms defined in the Agreement.
- (c) Once the Final Version of the Personalized Portal is fully implemented into AT&T's production environment and Accepted by AT&T, and all Legacy Portal Users are migrated by Synacor to the Personalized Portal, then all further ongoing operations and maintenance tasks, whether pre-launch or post-launch of the Personalized Portal (e.g., infrastructure, hosting, ad operations, monitoring, trouble diagnosis and resolution, etc.) will be done as part of the ongoing Portal Services described in the Agreement and performed by the existing Portal Team.
- (d) AT&T agrees it will not request that Synacor procure, nor will AT&T procure, Content intended exclusively for display on the Personalized Portal.

2.3 Project Schedule

- 2.3.1 While Synacor will be providing the Project Team, AT&T will assume responsibility for [*]. Throughout the term of this SOW, [*] the Project Team to define, and modify as necessary, the Specifications giving due consideration to actual team capacity and the Project Completion Date (defined below) so that Synacor can reasonably deliver a Final Version that will be ready to implement in AT&T's production environment and to which Legacy Portal Users can be fully migrated by the Project Completion Date.
- 2.3.2 Promptly after the SOW Effective Date, Synacor will work with AT&T to develop, as expeditiously as possible, a set of the initial Specifications for a minimum viable version of the Personalized Portal (the " **MVP** ") that can reasonably be completed [*] within the resource limits of the Project Team Commitment. Subject to each Party's approval of such MVP Specifications [*] launch of the MVP, and completion of migration of the Legacy Portal Users to the MVP, [*] (" **Project Completion Date** ").
- 2.3.3 Furthermore, the Parties hereby acknowledge that the launch of the Final Version and the subsequent migration schedule shall fall within allowed Customer Care and IT time windows as defined in **Section 1.5(b)(ii)** of the Agreement.

2.3.4 The following is a preliminary high level project schedule since the final scope of the Personalized Portal is still to be determined and finalized [*]. As the Personalized Portal Specifications are finalized during the early portion of the Project, the Program Director will update the Project Plan as needed to reflect any mutually agreed changes.

#	Tasks/Milestones	Weeks
1	SOW Effective Date	[*]
2	Joint Project Kickoff Meeting & Initial Project Plan issued	[*]
3	Product Requirements Definition and Master Backlog creation	[*]
4	Scrum Teams fully staffed	[*]
5	Scrum Teams Sprints #1 thru #11 (2 weeks each)	[*]
6	AT&T User Acceptance Testing	[*]
7	Personalized Portal Ready for Production Launch	[*]
8	Migrate users [*]	[*]
9	Project Completion Date	[*]

2.4 Change Management

AT&T may submit a change request in writing at any time by contacting the Synacor Program Director. Synacor shall review the change request within [*] days to evaluate potential impact on the Project Scope, Project Team Commitment, schedule, and/or Fees.

For a change request that does not affect the overall Project scope, Project Team Commitment, schedule, and/or Fees, the Synacor Program Director will so notify AT&T in writing (with email notice being sufficient) and will work with AT&T to incorporate the change request as part of this SOW.

For a change request that requires a change to the Project scope, Project Team Commitment, schedule, and/or Fees, the Synacor Program Director shall set forth such change(s) in a written Change Order to this SOW, which will be deemed approved when signed by both Parties hereto.

3 Roles & Responsibilities

3.1 Synacor Responsibilities

For this Project, Synacor will assign a Program Director to manage the entire Project and act as the primary point of contact for AT&T. The Program Director, along with the Project Team will be responsible for the following:

1. Overall Project/Product Management and coordination of all internal Synacor activities.
2. Project Coordination of any joint-activities with AT&T Project Manager and Project Team members.
3. Development, testing, and deployment of the Personalized Portal into the UAT and AT&T’s production environments.
4. Support of AT&T during User Acceptance Testing.
5. Migration of all Legacy Portal Users to the Personalized Portal.
6. Professional work and conduct on a day-to-day basis required to complete all Services described in this SOW.

3.2 AT&T Responsibilities

For this project, AT&T shall be responsible for the following:

1. Overall accountability for [*] requirements to get to launch of the Final Version within the deadlines imposed by Yahoo for migrating the current base of Legacy Portal Users.
2. Assign someone as an overall AT&T Project Manager and/or Product Manager to act as the principal point of contact for Synacor to coordinate and manage any necessary day-to-day work.
3. Assign AT&T technical and business subject matter experts as needed to provide any required information for this project.
4. Provide Synacor with network access to any required development, test, and production environments of A T&T and/or AT&T Agents that are needed for Synacor to conduct Systems Integration and/or Quality Assurance testing.
5. Provide Synacor with a set of AT&T Test Accounts for the Legacy Portal.
6. Provide Synacor personnel with reasonable access to any requested information or AT&T staff necessary to complete work assignments.
7. Provide Synacor personnel with reasonable on-site workspace whenever temporarily on site.
8. Establish a User Acceptance Test team with a designated UAT leader.
9. Prepare and Execute a User Acceptance Test Plan with clearly defined entrance & exit criteria.
10. Providing exports of user data from the Legacy Portal on a regular basis (frequency to be agreed upon by the Parties) during the project until all Legacy Portal Users have been migrated to the Personalized Portal.
11. AT&T will provide (itself or through Yahoo's cooperation and assistance) support to Synacor (e.g., data, access to systems, etc.) reasonably required for the migration of the Legacy Portal Users.

In the event AT&T fails to perform the responsibilities set forth above or any other responsibilities described elsewhere in this SOW, Synacor shall be excused from its performance under this SOW to the extent it qualifies as a Synacor Excuse, as set forth in **Section 13.5** of the Agreement.

4 Terms, Fees, & Payment Schedule

4.1 Term

This SOW shall commence on the SOW Effective Date, and, unless modified by a Change Order under **Section 2.4** above, shall terminate [*] days after all Legacy Portal Users have been migrated to the Personalized Portal (the "**SOW Term**"). The provisions of **Sections 2.2.1(b), 2.2.2, 2.2.8, 4.4** (to the extent payment obligations have accrued prior to termination or expiration), and **Section 5** herein, and any other provision that by its nature survives termination, shall so survive termination or expiration of this SOW.

4.2 Fees; Blended Onshore & Offshore based resources

- (a) The Project Team will be [*] and the fees for this project will be calculated [*] based on the number of Project Team members working on the Project staffed in accordance with the terms of this SOW [*] using a [*] rate of [*] ("**Fees**").
- (b) For example: at the full team-size of [*] and all members worked full-time that [*].
- (c) Unless the Parties otherwise agree in a Change Order, the Project Team Fee required [*].

- (d) The core leadership members of the Project Team (Program Director, Architects/Analysts, and Engineering Managers/Leaders) will be staffed [*]. Of those resources, Synacor will ensure there are sufficient personnel available to conduct business with AT&T personnel [*].

4.3 Additional Expenses

Synacor will not invoice AT&T for any actual, out-of-pocket travel-related expenses incurred in its performance of the Services, unless such expenses have been pre-approved by AT&T, passed through to AT&T without markup, and incurred in accordance with AT&T's travel and expense policy, which may be amended by AT&T at its sole discretion from time to time. [*]

4.4 Payment Schedule

Invoices will be issued in USD within [*] for fees and pre-approved expenses incurred [*]. All undisputed fees described in each invoice shall be paid within [*] after AT&T's receipt of an accurate invoice from Synacor.

5 Additional Legal Terms

- 5.1 As set forth in the Fourth Amendment to the Agreement, all terms and conditions of the Agreement that apply to the Portal (e.g., search services, revenue shares and other financial terms and conditions, service level commitment, etc.) will apply in the same manner to the Personalized Portal unless expressly provided or amended in this SOW.
- 5.2 The Parties acknowledge and agree that the Project Team is supplemental to, and not a part of the Portal Team; however, the provisions of Sections 7.2(c) of the Agreement and the provisions of Section 7.5(a), (b), and (c) shall apply to the members of the Project Team. In addition, the provisions of Section 7.5(e) of the Agreement shall apply to [*].
- 5.3 The Parties hereby agree that the Damages Cap set forth in Section 19.1 (Direct Damages) of the Agreement shall not apply to [*]. For clarity, once the Final Version of the Personalized Portal is fully implemented in AT&T's production environment and Accepted by AT&T, the Damages Cap set forth in Section 19.1 (Direct Damages) of the Agreement, subject to the exclusions in Section 19.3 (Exclusions) of the Agreement, shall apply to Synacor's ongoing provision of the Portal Services in connection with the Personalized Portal under the Agreement.
- 5.4 Except as otherwise amended in this SOW, the terms of the Agreement shall govern. In the event of a conflict between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall control.

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[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

6 Agreement and Approval

The following signatures indicate mutual agreement and approval of this SOW.

AT&T SERVICES, INC.

Signature /s/ Benjamin Carroll
Name Benjamin Carroll
Title AVP
Date July 10, 2017

SYNACOR, INC.

Signature /s/ Himesh Bhise
Name Himesh Bhise
Title Chief Executive Officer
Date July 10, 2017

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[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

CONFIDENTIAL TREATMENT REQUESTED

Exhibit 1
Custom AT&T Features

[*]

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[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

Certifications

I, Himesh Bhise, certify that:

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

Date: November 14, 2017

/s/ Himesh Bhise
Chief Executive Officer

Certifications

I, William J. Stuart, certify that:

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

Date: November 14, 2017

/s/ William J. Stuart
Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

I, Himesh Bhise, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Synacor, Inc. on Form 10-Q for the quarterly period ended September 30, 2017 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Synacor, Inc.

November 14, 2017

/s/ Himesh Bhise

Himesh Bhise

President and Chief Executive Officer

(Principal Executive Officer)

I, William J. Stuart, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Synacor, Inc. on Form 10-Q for the quarterly period ended September 30, 2017 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Synacor, Inc.

November 14, 2017

/s/ William J. Stuart

William J. Stuart

Chief Financial Officer

(Principal Financial and Accounting Officer)

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Synacor, Inc. and will be retained by Synacor, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. This certification "accompanies" the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.