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

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2015

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	**16-1542712**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
40 La Riviere Drive, Suite 300 Buffalo, New York	**14202**
(Address of principal executive offices)	**(Zip Code)**

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

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

(Title of each class)	**(Name of each exchange on which registered)**
Common Stock, $0.01 par value	The Nasdaq Global Market

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

None.
(Title of Class)

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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

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

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

The aggregate market value of shares of common stock held by non-affiliates as of June 30, 2015, the last business day of the registrant's most recently completed second fiscal quarter, computed by reference to the closing sale price of $1.61 per share on The Nasdaq Global Market on June 30, 2015, was approximately $36,999,903. For purposes of this disclosure, shares of common stock held by persons who held more than 10% of the outstanding shares of common stock at such time and shares held by executive officers and directors of the registrant have been excluded because such persons may be deemed to be affiliates. This determination of executive officer or affiliate status is not necessarily a conclusive determination for other purposes.

As of March 3, 2016, there were 30,023,414, shares of the registrant's common stock issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain portions of the definitive Proxy Statement to be used in connection with the registrant's 2016 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K to the extent stated. That Proxy Statement will be filed within 120 days of registrant's fiscal year ended December 31, 2015.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K includes forward-looking statements that reflect our current views with respect to future events or our future financial performance, are based on information currently available to us, and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including statements containing the words "believes," "can," "expects," "anticipates," "estimates," "intends," "objective," "plans," "possibly," "potential," "predicts," "targets," "likely," "may," "might," "would," "should," "could," and similar expressions or phrases (including the negatives of such expressions or phrases). We intend all such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and the Private Securities Litigation Reform Act of 1995. Forward-looking statements include, but are not limited to, statements in the sections of this Annual Report on Form 10-K titled "Trends Affecting Our Business" and "Key Initiatives" as well as statements about:

- our expected future financial performance;
- our expectations regarding our operating expenses;
- our strategies and business plan;
- our ability to maintain or broaden relationships with existing customers and develop relationships with new customers;
- our success in anticipating market needs or developing new or enhanced services and products to meet those needs;
- our expectations regarding market acceptance of our services and products;
- our ability to recruit and retain qualified technical and other key personnel;
- our competitive position in our industry, as well as innovations by our competitors;
- our success in managing growth;
- our expansion in international markets;
- our ability to successfully integrate assets and personnel from our acquisitions;
- our success in identifying and managing potential acquisitions;
- our capacity to protect our confidential information and intellectual property rights;
- our need to obtain additional funding and our ability to obtain funding in the future on acceptable terms; and
- anticipated trends and challenges in our business and the markets in which we operate.

Any forward-looking statements contained in this Annual Report on Form 10-K are based upon our historical performance and our current plans, estimates and expectations. The inclusion of this forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved. All forward-looking statements involve risks, assumptions and uncertainties. Given these risks, assumptions and uncertainties, you should not place undue reliance on any forward-looking statements. The occurrence of the events described, and the achievement of the expected results, depend on many factors, some or all of which are not predictable or within our control.

Actual results may differ materially from expected results. See "Risk Factors" and elsewhere in this Annual Report on Form 10-K for a more complete discussion of these risks, assumptions and uncertainties and for other risks, assumptions and uncertainties. These risks, assumptions and uncertainties are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements.

Other unknown or unpredictable factors also could harm our results. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Annual Report on Form 10-K might not occur, and we therefore qualify all of our forward-looking statements by these cautionary statements. Any forward-looking statement made by us in this Annual Report on Form 10-K speaks only as of the date on which it is made. Except as required by law, we undertake no obligation to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Unless expressly indicated or the context requires otherwise, the terms “Synacor,” “Company,” “we,” “us,” and “our” in this document refer to Synacor, Inc., a Delaware corporation, and, where appropriate, our wholly-owned subsidiaries.

PART I

ITEM 1. BUSINESS

Our Business

We enable our customers to better engage with their consumers. Our customers include video, internet and communications providers, device manufacturers and enterprises. We are their trusted technology development, multiplatform services and revenue partner.

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.

Products and Services

Our Managed Portals and Advertising solutions provide our customers with substantial revenue opportunities generated by their consumers' engagement across devices. This business generated 71% of our revenue for 2015.

Our Managed Portals are intended to be daily destinations for consumers and are delivered across devices and under our customers' own brand names. To help our customers increase their consumers' engagement, we deliver relevant content, such as top news, entertainment, and long- and short-form video and apps, on our Managed Portals. We have licensing and distribution agreements with a wide range of programmers and content and service providers. In addition, consumers have the ability through our portals to manage their email and messaging, pay bills, receive special promotions and perform other account management needs.

We monetize the online traffic generated by consumers through search advertising, digital advertising (including video), and syndicated content on our Managed Portals. As we monetize our customers' online traffic on our Managed Portals, we share a portion of this revenue with our customers, resulting in a mutually beneficial partnership.

Our Recurring and Fee-Based Revenue solutions generated 29% of our revenue for 2015 and are comprised of our End-to-End Advanced Video Services, Email/Collaboration Services, and paid content and premium services:

- End-to-End Advanced Video Services include our Cloud ID Authentication Platform and Search & Discovery Metadata Platform. Our End-to-End Advanced Video Services offering is a highly-reliable, economically efficient, managed service that enables our customers to provide their consumers with TV Everywhere and multiscreen Over The Top (OTT) services.

  Cloud ID Authentication

  Consumers can watch TV on a myriad of devices, but many find the login process frustrating. Synacor Cloud ID addresses this issue by offering home-based auto-authentication and social login, which improve the consumer experience by reducing login failures.

  Search & Discovery Metadata Platform

  Once a consumer is authenticated, our Search & Discovery Metadata Platform helps them find their desired content successfully and easily. We curate videos every day and have compiled more than

800,000 long- and short-form videos from hundreds of sources. We believe that we fill an important role for our customers as use of streaming video increases and consumers' video content consumption preferences shift away from traditional viewing habits.

- Our Email/Collaboration Services include white-label hosting, security and migration. With the acquisition of certain assets related to the Zimbra Email/Collaboration products and services business (the "Zimbra assets" or "Zimbra") in 2015, our software and managed service offering now supports a network of over 1,000 value-added resellers, or VARs, over 500 Business Service Providers, or BSPs, and over 3,500 enterprise, government and nonprofit customers, and it powers approximately 500 million mailboxes.

Recent Developments

On February 26, 2016, we completed the acquisition of certain assets from Technorati, Inc., or Technorati, an advertising technology company. Combining Technorati's publisher network, proprietary SmartWrapper solution and other advertising technology with our existing network of Managed Portals and Advertising solutions and our monetization engine creates a large-scale media solutions platform that enables our customers to increase engagement with their consumers and further monetize that engagement. We expect the acquisition of Technorati to drive additional advertising demand, to accelerate our content and advertising syndication strategy by giving us access to over 1,000 new publishers; and to add new tools for publishers to our platform.

Our Strategy

Our strategy is, with operational and financial discipline, 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.

Increasing value for existing customers by optimizing user experience and monetization

With respect to our Managed Portals and Advertising solutions, 80% of our customers' consumers have upgraded to our latest-generation portal, driving an 11% increase in year-over-year engagement. Our portal, with its engaging user experience and responsive design for desktop and mobile web, and our mobile apps, have video threaded throughout and is designed to optimize consumer engagement and monetization. We are also decreasing the implementation time for customers to launch our latest-generation portal.

Innovating on Synacor-as-a-platform for advanced services

Our Cloud ID Authentication platform is reported as having some of the highest consumer login success rates in the industry.

We believe we fill an important role as the number of streaming video consumers increases because we believe that our customers are looking for a single vendor with whom to work, not a balkanized group of vendors. We created a professional services team to work with partners to support the delivery of our End-to-End Advanced Video Services. Our acquisition of the assets of NimbleTV in 2015 also resulted in innovation in our End-to-End Advanced Video Services. Our acquisitions of the Zimbra assets in 2015 and certain assets from Technorati in 2016 resulted in innovations in our email/collaboration and digital advertising capabilities, respectively.

Winning new customers in current and related verticals

We have an established presence among broadband and pay-TV providers in the U.S. and Canada. Some of these providers use our complete suite of solutions, and others use only certain components. We view this as a growth opportunity within our existing customer base.

We also are expanding the definition of the "Portal" to include widgets, syndicated content, or thematic mobile apps, which gives us opportunities to syndicate our products to new verticals and publishers.

Extending our product portfolio into emerging growth areas

We plan to capitalize on opportunities such as international expansion and delivery of business services. Through our acquisition of the Zimbra assets we have expanded our international customer base, and we believe this represents an opportunity to find new customers for our Managed Portals and Advertising solutions.

Technology and Operations

Technology Architecture

To route traffic through our network in the most efficient manner, we use load-balancing products. These products spread work among multiple servers and link controllers that monitor the availability and performance of multiple connections. Our technology is reliable, fault tolerant and scalable through the addition of more servers as usage grows.

Data Center Facilities

We currently operate and maintain six data centers in regionally diverse locations and have a network operations center that is staffed 24 hours a day, seven days a week. Our primary data centers are located in shared facilities in Atlanta, Georgia; Dallas, Texas; Lewis Center, Ohio; Denver, Colorado; Toronto, Canada and Amsterdam, The Netherlands. All systems are fully monitored for reporting continuity and fault isolation. The data centers are each in a physically secure facility using monitoring, environmental alarms, closed circuit television and redundant power sources. Our network operations center also is located in a secure facility.

Customers

Our Managed Portals and Advertising customers principally consist of high-speed internet service providers, such as Cequel Communications, LLC, or Suddenlink Communications, Mediacom Communications Corporation and CenturyLink, Inc., or CenturyLink, as well as consumer electronics manufacturers, such as Toshiba America Information Systems, Inc., or Toshiba. Contracts with these customers typically have an initial term of two to three years from the deployment of our Managed Portals and frequently provide for one or more automatic renewal terms of one to two years each. Our Managed Portals and Advertising customer contracts typically contain service level agreements that call for specific system "up times" and 24 hours per day, seven days per week support. As of December 31, 2015, we had agreements with over 50 Managed Portals and Advertising customers.

Our Recurring and Fee-Based customers consist of high-speed internet service providers along with enterprises, government and nonprofit organizations, either directly or through resellers. Contracts with these customers typically have an initial term of one to three years and frequently provide for one or more automatic renewal terms of one to two years each. Our Recurring and Fee-Based customer contracts also typically contain service level agreements that call for specific system "up times" and 24 hours per day, seven days per week support. As of December 31, 2015, we had agreements, both directly and indirectly through resellers, with over 120 high-speed internet service providers and over 3,500 enterprise, government and nonprofit customers.

Revenue attributable to CenturyLink, Toshiba and Verizon together accounted for approximately 49% of our revenue, or $53.5 million for the year ended December 31, 2015. For 2015, revenue attributable to one of these customers accounted for 20% or more of our revenue, and to each of the other two customers accounted for more than 10% of our revenue.

Content and Service Providers

We license the content available in our Managed Portals, including free and paid content offerings and premium services, from numerous third-party content and service partners. These partners provide a variety of content, including news and information, entertainment, sports, music, video, games, shopping, travel, autos, careers and finance. Our relationships with content providers give consumers access to over one hundred thousand short-form video and articles each month. To obtain this content, we enter into a variety of licensing arrangements with the content providers. These arrangements are typically one to three years in duration with payment terms that may be based on traffic, advertising revenue share, number of subscribers, flat fee payments over time, or some combination thereof. In addition to using licensed content to populate our Managed Portals, we also provide premium services and paid content that subscribers may purchase for additional fees. As of December 31, 2015, we had arrangements with over 50 content providers, such as The Associated Press, CNN, Tribune Content Agency, Gracenote, and Bankrate.

Sales and Marketing

Managed Portals and Advertising Solutions

Our sales and marketing efforts focus on five primary areas: customer acquisitions, client services, account management, marketing and advertising sales. Our customer acquisition team consists of direct sales personnel who call upon prospective customers, typically large and mid-sized high-speed internet service providers and consumer electronics manufacturers. A significant amount of time and effort is devoted to researching and analyzing the requirements and objectives of each prospective customer. Each bid is specifically customized for the prospective customer, and often requires many months of interaction and negotiation before an agreement is reached.

Once an agreement is reached, our client services team, working closely with the customer acquisition team, assumes responsibility for managing the customer relationship during the time of the initial deployment and integration period, which is usually three to six months. During this period, the customer's technology is assessed and, if required, modifications are proposed to make it compatible with our technology. The client services team is responsible for the quality of the client deployment, customer relationship management during the time of deployment, and integration and project management associated with upgrades and enhancements.

After deployment, our account management team takes over management of the customer relationship, analyzing the ways in which a customer could further benefit from increased use of our products and services. The account management team is responsible for ongoing customer relationship management, upgrades and enhancements to the available products and services, as well as tracking the financial elements and performance of the customer relationship.

Our marketing team works closely with our account management team to deliver marketing programs that support our customers' sales efforts as well as their consumers' interaction with these products and services. We assist our customers in developing marketing materials and advertising that can be accessed by consumers through different media outlets, including the internet, print, television and radio. We also assist our customers in training their customer service representatives to introduce and sell premium services and our paid content offerings to new and existing customers.

Our advertising sales team sells advertising inventory directly to advertisers, frequently through the advertising agencies representing those advertisers. These advertisers may be small companies with the advertising locally or regionally focused on the Managed Portals of one customer, or large companies with

nationwide advertising on the Managed Portals of many customers. We have a team of direct advertising sales employees and independent advertising sales representatives focused on this effort and will continue to develop this team and attempt to grow the amount of advertising revenue generated with our customers. As of December 31, 2015, we had arrangements with over 50 advertising partners such as DoubleClick, NCC Media, Criteo, Razorfish and Comcast Spotlight.

Email/Collaboration

We market our Email/Collaboration product through both direct and indirect sales channels. Our regional sales and marketing teams host several events each year with partners and run various campaigns to generate sales leads. Once a lead has been identified, our internal sales representatives work closely with our regional partners on better identifying the opportunity and gathering customer requirements.

We sell to internet service providers primarily through a direct sales force consisting of regional account executives. Sales cycles can be six months or longer. We sell to prospective government, nonprofit and enterprise customers through a two-tier indirect model via over 1,000 VARs and over 500 BSPs. Our VARs sell on-premise licenses to end customers while our BSPs sell a cloud service to the end customer. Sales cycles can range from thirty days to six months, depending on size and scope.

Government Regulation

We generally are not regulated other than under international, federal, state and local laws applicable to the internet or e-commerce or to businesses in general. Some regulatory authorities have enacted or proposed specific laws and regulations governing the internet and online entertainment. These laws and regulations cover issues such as taxation, pricing, content, distribution, quality and delivery of services and products, electronic contracts, intellectual property rights, user privacy and information security.

Federal laws regarding the internet that could have an impact on our business include the following: the Digital Millennium Copyright Act of 1998, which is intended to reduce the liability of online service providers of third-party content, including content that may infringe copyrights or rights of others; the Children's Online Privacy Protection Act, which imposes additional restrictions on the ability of online services to collect user information from minors; and the Protection of Children from Sexual Predators Act, which requires online service providers to report evidence of violations of federal child pornography laws under certain circumstances.

Laws and regulations regarding user privacy and information security impact our business because we collect and use personal information through our technology. We use this information to deliver more relevant content and services and provide consumers with a personalized online experience. We share this information on an aggregate basis with our customers and content providers and, subject to confidentiality agreements, to prospective customers and content providers. Laws such as the CAN-SPAM Act of 2003 or other user privacy or security laws could restrict our and our customers' ability to market products to their consumers, create uncertainty in internet usage and reduce the demand for our services and products or require us to redesign our Managed Portals.

Intellectual Property

We believe that the protection of our intellectual property is critical to our success. We rely on copyright, service mark and patent 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 in order to limit access to, and disclosure of, our proprietary information. In 2015, we acquired intellectual property, including patents and trademarks, through our acquisitions of assets from NimbleTV and Zimbra. Additionally, we have applied for patents to protect certain of our intellectual property. Our registered service mark in the United States is Synacor ® .

We endeavor to protect our internally-developed systems and maintain our trademarks and service marks. We generally control access to and use of our proprietary software and other confidential information through the use of internal and external controls, including contractual protections with employees, contractors, customers and partners, and our software is protected by United States and international copyright laws.

In addition to legal protections, we believe that factors such as the technological and creative skills of our personnel, new product developments, frequent product enhancements and reliable product support and services are essential to establishing and maintaining a technology leadership position.

Competition

The market for internet-based services and products in which we operate is highly competitive and involves rapidly-changing technologies and customer and consumer requirements, as well as evolving industry standards and frequent product introductions. While we believe that our technology offers considerable value and flexibility to our customers by helping them to extend their consumer relationships to a wide variety of internet-based services, we face competition at four levels:

- When one of our prospective or existing customers considers another supplier, including one of our partners, for elements of the services or products which we provide.
- When consumers choose to rely on other vendors for similar products and services.
- When content and service providers prefer to establish direct relationships with one or more of our customers.
- When one of our customers decides to make the significant headcount and technology investment to develop products and services in-house similar to those that we provide.

Our technology competes primarily with high-speed internet service providers that have internal information technology staff capable of developing similar solutions in-house.

Managed Portals and Advertising Solutions

In addition, with respect to our Managed Portals and Advertising solutions, we compete with companies such as Facebook, Inc.; Yahoo! Inc. or Yahoo!; Google; AOL, a division of Verizon, or AOL; Hulu; Netflix; Amazon; and MSN, a division of Microsoft Corporation, or Microsoft, which have destination websites of their own or are capable of delivering content, service offerings and search or advertising models similar to ours.

We also compete with providers of paid content and services over the internet, especially companies with the capability of bundling paid content and premium services in much the same manner that we do. These companies include ESPN3, F-Secure Corporation, Exent Technologies Ltd., Zynga Inc., MLB Advanced Media, Symantec Corporation, McAfee, Inc., Activision Blizzard, Inc. and Electronic Arts Inc. In some cases we have performed software integrations with these companies on behalf of our customers or, as in the case of F-Secure Corporation, we have partnered with them in order to offer their services more broadly to all our customers.

We believe the principal competitive factors in our markets include a company’s ability to:

- reinforce the brands of our cable, satellite, telecom and consumer electronics customers;
- produce products that are flexible and easy to use;
- offer competitive fees for Managed Portal development and operation;
- generate additional revenue for our customers;
- enable our customers to be involved in designing the “look and feel” of their online presence;
- offer services and products that meet the changing needs of our customers and their consumers, including emerging technologies and standards;

- provide high-quality product support to assist the customer's service representatives; and
- aggregate content to deliver more compelling bundled packages of paid content.

We believe that we distinguish ourselves from potential competitors in three principal ways. First, we provide a white-label solution that, unlike the co-branded approach of most of our competitors, creates a consumer experience that reinforces our customers' and partners' brands. Second, we give customers control over the sign-on process and billing function for a wide range of internet services and content by integrating with their internal systems (where applicable) thereby allowing our customers to "own the consumer." Finally, our solutions are flexible and neutral, meaning that we allow deliverables that are customized to our customers' specific needs, as well as advanced video solutions that are either end-to-end or a la carte.

Email/Collaboration

With respect to our Email/Collaboration solutions, we compete primarily with Google and Microsoft in the enterprise and government markets, and with Open-Xchange and OpenWave in the internet service provider markets.

We believe the principal competitive factors in the email/collaboration market include a company's ability to:

- provide customers the ability to perform security and compliance audits of our source code;
- deliver anti-spam, anti-virus and encryption technologies;
- provide products and services at lowest possible total cost of ownership (TCO);
- provide local partners the ability to store data within the legal jurisdiction of the country where their consumers do business;
- provide an enterprise-ready solution suitable for large-scale deployments including such enterprise features such as delegated administration, detailed logging, and performance and availability transparency;
- offer access to real-time performance and availability statistics;
- afford customers and partners the ability to rebrand their cloud collaboration experience; and
- make available to partners both integrations and extensions to the collaboration cloud environment specific to consumers' needs.

We believe that we distinguish ourselves from potential competitors in several ways. First, we offer our Email/Collaboration products and services a la carte, enabling consumers to buy only the services they need, providing for a much lower TCO. Second, our Zimbra Email/Collaboration solution is a complete feature-rich, enterprise-ready solution scalable up to 40 million mailboxes. Finally, our products are customizable and extendable and designed to meet very high standards of security.

Employees

As of December 31, 2015, we had 284 employees in the United States and 103 based internationally. None of our employees are represented by a labor union, and we consider current employee relations to be good.

Corporate Information

Synacor's predecessor company was originally formed as a New York corporation, and in November 2002, Synacor re-incorporated under the laws of the State of Delaware. Our headquarters are located at 40 La Riviere Drive, Buffalo, New York 14202, and our telephone number is (716) 853-1362.

We have determined that we have a single reporting segment. A summary of our financial information by geographic location is found in Note 7, *Information About Segment and Geographic Areas* , in the Notes to Consolidated Financial Statements. Our international operations and sales subject us to a variety of risks; see Item 1A, “Risk Factors,” for further discussion.

Available Information

Our internet website address is http://www.synacor.com . We provide free access to various reports that we file with or furnish to the Securities and Exchange Commission, or SEC, through our website, as soon as reasonably practicable after they have been filed or furnished. These reports include, but are not limited to, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports. Our SEC reports can be accessed through the investor relations section of our website, or through http://www.sec.gov . Information on our website does not constitute part of this Annual Report on Form 10-K or any other report we file or furnish with the SEC. Stockholders may request copies of these documents from:

Synacor, Inc.
Investor Relations Department
40 La Riviere Dr.
Suite 300
Buffalo, New York 14202

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 Annual Report on Form 10-K, together with any other documents we file with the SEC.

Risks Related to Our Business

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 materially and 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 51%, 42%, and 28% of our revenue in 2013, 2014, and 2015 or $57.5 million, $45.4 million, and $31.2 million respectively. Our agreement with Google was renewed in March 2014 for a three year term and expires in February 2017 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 materially and adversely affected. Moreover, consumers' increased use of search tools other than the Google-branded search tool we provide would have similar effects.

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

We 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. Revenue attributable to Charter Communications, Inc., or Charter Communications, CenturyLink, Toshiba and Verizon Services Group, Inc., or Verizon, together accounted for approximately 68% and 67% of our revenue, or $75.6 million and $71.1 million for the years ended December 31, 2013 and 2014 respectively. For each period, revenue attributable to one of these customers accounted for 20% or more of our revenue, and to each of the other three customers accounted for more than 10% of our revenue. Revenue attributable to CenturyLink, Toshiba and Verizon together accounted for approximately 49% of our revenue, or $53.5 million for the year ended December 31, 2015. For 2015, revenue attributable to one of these customers accounted for 20% or more of our revenue, and to each of the other two customers accounted for more than 10% of our revenue.

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 any one of these key contracts is not renewed or is otherwise terminated, or if revenue from these significant customers declines because of competitive or other reasons, 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. For example, our agreement with Charter Communications, as amended, enables Charter Communications to terminate certain services under the agreement upon 150 days' written notice at any time after December 31, 2015 and enabled Charter Communications to terminate certain other services under the agreement (the "Former Services") upon 45 days' written notice at any time after September 30, 2015. In September 2015, Charter Communications elected to terminate its agreement with us solely with respect to the Former Services and, per our agreement, paid us an early termination fee. Accordingly, revenue attributable to Charter Communications has declined and we expect it to continue to decline in future periods.

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 incurred significant losses in each year of operation other than 2009, 2011, and 2012, including a pre-tax net loss of $3.6 million in 2010, a pre-tax net loss of $1.5 million in 2013, a pre-tax net loss of $8.1 million in 2014 and a pre-tax net loss of $3.1 million in 2015. Our pre-tax net income in 2009, 2011, and 2012 was $0.3 million, $3.9 million, and $5.6 million, respectively. We have 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, 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. Although our revenue in 2015 increased as compared to 2014, our revenue in 2015 declined as compared to 2013. We may not be able to return to or maintain profitability in the future. Any failure to achieve or maintain profitability may materially and 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 in the past few years 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. 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 will 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 materially 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. 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, 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 83% in 2013, approximately 85% in 2014 and approximately 82% in 2015. 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 Verizon and 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 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. 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 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 a material negative 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.

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 expand our product offerings internationally, particularly in Asia, Canada, Latin America and Europe. Although our exposure to international markets has increased as a result of our acquisition of the Zimbra assets in September 2015, we have limited experience in marketing and operating 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 a material 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. The aggregate amount of such fixed payments for the years ending December 31, 2016, 2017 and 2018 are approximately $4.1 million, $2.0 million, and $0.6 million, respectively. 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.

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 $29.7 million. Any system failure or disruption and any resulting losses that are not recoverable under our insurance policies may materially 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 materially 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 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, the Zimbra assets, 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, such as our investment in a privately held Delaware corporation called Blazer and Flip Flops, Inc., or B&FF (doing business as The Experience Engine), is untested. 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. 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 restrictive 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. If new 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 of our proprietary information. Additionally, we have applied for patents to protect certain of our intellectual property. However, if we are unable to adequately protect our intellectual property, 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. 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 around the world regarding privacy and the storing, sharing, use, processing, disclosure and protection 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, within the European Union, legislators are currently considering a revision to the 1995 European Union Data Protection Directive that would include more stringent operational requirements for processors and controllers of personal information and that would impose significant penalties for non-compliance. We generally comply with industry standards and are subject to the terms of our privacy policies and privacy-related obligations to third parties (including voluntary

third-party certification bodies such as TRUSTe). We strive to comply with all applicable laws, policies, legal obligations and industry codes of conduct relating to privacy and data protection to the extent possible. However, it is possible that these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices. Any failure or perceived failure by us to comply with our privacy policies, our privacy-related obligations to users or other third parties, or our privacy-related legal obligations, 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, litigation or public statements against us by consumer advocacy groups or others and could cause our customers to lose trust in us, which could have an adverse effect on our 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 on our Managed Portals. Such advertising accounted for approximately 29%, 36%, and 43% of our revenue for the years ended December 31, 2013, 2014, and 2015, 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. This report 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. In addition, our independent registered public accounting firm may be required to formally attest to the effectiveness of our internal control over financial reporting beginning with the Annual Report on Form 10-K for the year in which we are no longer an "emerging growth company." 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.

While we have determined that our internal control over financial reporting was effective as of December 31, 2015, as indicated in our Management Report on Internal Control over Financial Reporting included in this 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.

In addition, a delay in compliance with the auditor attestation provisions of Section 404, when applicable to us, 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.

We are an "emerging growth company" and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We cannot predict if investors will find our common stock less attractive because we will rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

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 December 31, 2015, 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.

Our proprietary rights may be inadequately protected.

Our success and ability to compete depend substantially upon our intellectual property, which we protect through a combination of confidentiality arrangements and trademark registrations. 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 U.S. We have not applied for copyright protection in any jurisdiction, including in the U.S. We enter into confidentiality agreements with our employees and consultants, and control access to, and distribution of, our documentation and other licensed information. Despite these precautions, it may be possible for a third party to copy or otherwise obtain and use our technology without authorization, or to develop similar technology independently.

Policing unauthorized use of our licensed technology is difficult and the steps we take may not prevent misappropriation or infringement of our proprietary rights. In addition, litigation may be necessary to enforce our intellectual property rights, to protect our trade secrets or to determine the validity and scope of the proprietary rights of others, which could result in substantial costs and diversion of our resources.

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 substantial 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 substantial majority of our revenue from search and digital advertising on our Managed Portals. Such search and digital advertising revenue accounted for approximately 81%, 79% and 71% of our revenue for the years ended December 31, 2013, 2014 and 2015, or $90.4 million, $83.9 million, and $78.3 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 do 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 material 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 materially 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.

Today, there are relatively few laws specifically directed towards conducting business over the internet. We expect more stringent laws and regulations relating to the internet to be enacted. 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. 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. The Children’s Online Privacy Protection Act imposes additional restrictions on the ability of online services to collect user information from minors. In addition, 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, transmission 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 EU, 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 European Union traditionally has imposed stricter obligations and provided for more onerous penalties than the United States. 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 in Europe.

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 March 3, 2016, approximately 32% of our outstanding common stock (including exercisable options). 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. If these entities or another entity do take control of 10% of our common stock, our stockholder rights plan could be triggered. 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 now have demand and piggyback rights to require us to register with the SEC the shares of common stock issued upon conversion of such preferred stock. If we register any of these shares of common stock, the stockholders would be able to sell those shares freely in the public market. Additionally, some of these stockholders are currently 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 and our stockholder rights plan 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.

Finally, on July 14, 2014 we implemented a stockholder rights plan, also called a poison pill, which may have the effect of discouraging or preventing a change of control of us by, among other things, making it uneconomical for a third-party to acquire us on a hostile basis.

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 March 3, 2016, 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;
- 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 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our corporate headquarters are located at 40 La Riviere Drive, Buffalo, New York 14202. We lease approximately 31,000 square feet of office space at this address pursuant to a sublease agreement that expires in December 2017.

We also maintain administrative and product development offices in New York, New York; Toronto and Ottawa, Ontario, Canada; Westford, Massachusetts; Frisco, Texas; San Francisco, California; Pune, India; London, United Kingdom; Tokyo, Japan; Paris, France; and Singapore. Our data centers are located in Atlanta, Georgia; Dallas, Texas; Lewis Center, Ohio; Denver, Colorado, Toronto, Canada and Amsterdam, The Netherlands.

We believe that our facilities are adequate to meet our current needs and that suitable additional or substitute space will be available as needed.

ITEM 3. 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 be expected to have a material adverse effect on our business, results of operations or financial condition.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

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

Market Information

Our common stock has been listed on The Nasdaq Global Market, or Nasdaq, under the symbol "SYNC" since February 10, 2012.

The following table sets forth, for the indicated periods, the high and low sales prices per share by quarter for our common stock as reported by Nasdaq.

Fiscal Year 2015 Quarters Ended:	High	Low
March 31, 2015	$ 2.83	$ 1.95
June 30, 2015	$ 2.64	$ 1.58
September 30, 2015	$ 1.88	$ 1.03
December 31, 2015	$ 1.88	$ 1.29
Fiscal Year 2014 Quarters Ended:		
March 31, 2014	$ 2.82	$ 2.24
June 30, 2014	$ 2.69	$ 2.15
September 30, 2014	$ 2.60	$ 1.83
December 31, 2014	$ 2.06	$ 1.55

Holders of Record

As of March 5, 2016, there were 90 holders of record of our common stock. The number of holders of record of our common stock does not reflect the number of beneficial holders whose shares are held by depositors, brokers or other nominees.

Dividend Policy

We have never declared or paid cash dividends on our common stock. It is our policy to retain earnings to finance the growth and development of our business and, therefore, we do not anticipate paying any dividends in the foreseeable future. Any future determination as to the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on the existing conditions, including our financial condition, operating results, applicable Delaware law, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant. For example, our loan and security agreement with Silicon Valley Bank restricts our ability to pay any dividends. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

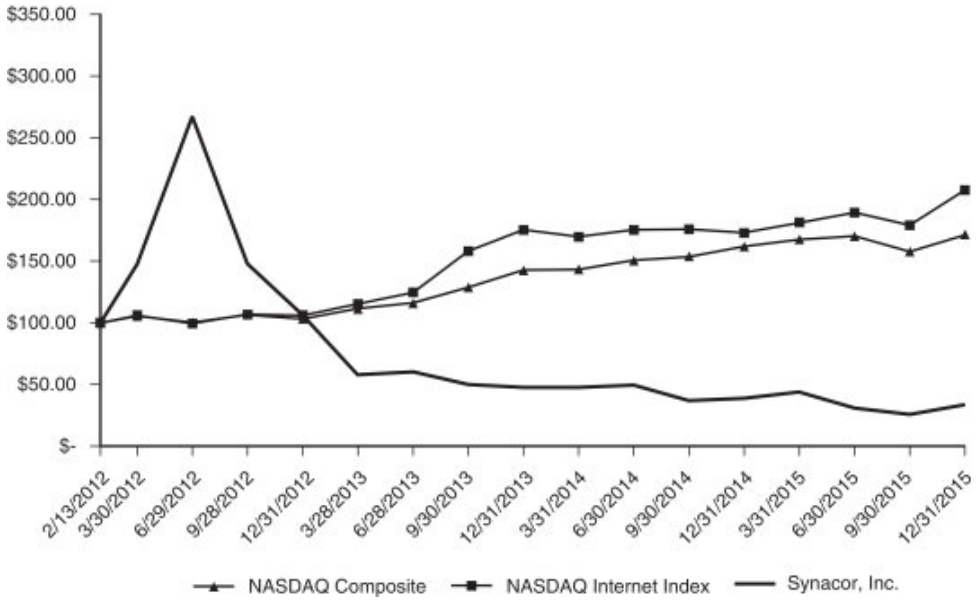
Securities Authorized for Issuance under Equity Compensation Plans

The information required to be disclosed by Item 201(d) of Regulation S-K regarding our equity securities authorized for issuance under our equity incentive plans is incorporated herein by reference to the section entitled "Securities Authorized for Issuance Under Equity Compensation Plans" in our definitive Proxy Statement for our Annual Meeting of Stockholders to be filed with the Commission within 120 days after the end of fiscal year 2015 pursuant to Regulation 14A.

Stock Performance Graph

Notwithstanding any statement to the contrary in any of our previous or future filings with the SEC, the following information relating to the price performance of our common stock shall not be deemed to be "filed" with the SEC or to be "soliciting material" under the Exchange Act, and it shall not be deemed to be incorporated by reference into any of our filings under the Securities Act or the Exchange Act, except to the extent we specifically incorporate it by reference into such filing.

The graph below compares the cumulative total stockholder return of our common stock with that of the Nasdaq Composite Index and the Nasdaq Internet Index from February 13, 2012 (the date on which our common stock commenced trading on the Nasdaq Global Market) through December 31, 2015. The graph assumes that $100 was invested in shares of each of our common stock, the Nasdaq Composite Index and the Nasdaq Internet Index at the close of market on February 13, 2012, and assumes that dividends, if any, were reinvested. The comparisons in this graph are based on historical data and are not intended to forecast or be indicative of future performance of our common stock.



Recent Sales of Unregistered Securities

None.

Use of Proceeds

Not applicable.

Issuer Purchases of Equity Securities

None.

ITEM 6. SELECTED FINANCIAL DATA

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

We derived the selected consolidated financial data for the years ended December 31, 2013, 2014, and 2015 and as of December 31, 2014 and 2015 from our audited consolidated financial statements and related notes, which are included in this Annual Report on Form 10-K. We derived the selected consolidated financial data for the years ended December 31, 2011 and 2012 and as of December 31, 2011, 2012 and 2013 from our audited consolidated financial statements and related notes, which are not included in this Annual Report on Form 10-K. Our historical results are not necessarily indicative of the results to be expected in the future.

	Year Ended December 31,				
	2011	2012	2013	2014	2015 (4)
	(in thousands except share and per share data)				
Consolidated Statements of Operations Data:					
Revenue	$ 91,060	$ 121,981	$ 111,807	$ 106,579	$ 110,245
Costs and operating expenses:					
Cost of revenue (1)	48,661	66,620	59,622	57,939	54,423
Technology and development (1)(2)	20,228	25,603	28,458	26,259	20,007
Sales and marketing (2)	8,582	9,120	8,124	10,807	16,272
General and administrative (1)(2)	6,879	11,011	11,663	14,249	15,543
Depreciation and amortization	2,667	3,779	4,650	5,126	6,901
Gain on sale of domain	—	—	—	(1,000)	—
Total costs and operating expenses	87,017	116,133	112,517	113,380	113,146
Income (loss) from operations	4,043	5,848	(710)	(6,801)	(2,901)
Other (expense) income	(17)	1	(37)	(28)	(16)
Interest expense	(109)	(270)	(193)	(218)	(245)
Income (loss) before income taxes	3,917	5,579	(940)	(7,047)	(3,162)
(Benefit) provision for income taxes	(6,015)	1,764	(134)	4,821	239
Loss in equity interest	—	—	(561)	(1,063)	(73)
Net income (loss)	9,932	3,815	(1,367)	(12,931)	(3,474)
Undistributed earnings allocated to preferred stockholders	8,583	—	—	—	—
Net income (loss) attributable to common stockholders	$ 1,349	$ 3,815	$ (1,367)	$ (12,931)	$ (3,474)
Net income (loss) per share attributable to common stockholders:					
Basic	$ 0.59	$ 0.16	$ (0.05)	$ (0.47)	$ (0.12)
Diluted	$ 0.45	$ 0.14	$ (0.05)	$ (0.47)	$ (0.12)
Weighted average shares used to compute net income (loss) per share attributable to common stockholders:					
Basic	2,303,443	24,411,194	27,306,882	27,389,793	28,213,838
Diluted	21,974,403	28,097,313	27,306,882	27,389,793	28,213,838
Other Financial Data:					
Adjusted EBITDA (3)	$ 7,630	$ 11,626	$ 6,501	$ 2,180	$ 7,593

Notes:

(1) Exclusive of depreciation and amortization shown separately.

(2) Includes stock-based compensation as follows:

	Year Ended December 31,				
	2011	2012	2013	2014	2015
	(in thousands)				
Technology and development	$ 295	$ 523	$ 1,184	$ 1,621	$ 936
Sales and marketing	203	404	348	599	942
General and administrative	422	1,072	1,029	1,375	1,237
	$ 920	$ 1,999	$ 2,561	$ 3,595	$ 3,115

(3) We define adjusted EBITDA as net income (loss) plus: provision (benefit) for income taxes, interest expense, other (income) expense, depreciation, loss in equity interest, stock-based compensation and certain one-time items. Please see “Adjusted EBITDA” below for more information and for a reconciliation of adjusted EBITDA to net (loss) income, the most directly comparable financial measure calculated and presented in accordance with GAAP.

(4) Results for 2015 include the results of operations relating to the acquired Zimbra assets since the closing of the acquisition (September 14, 2015).

	As of December 31,				
	2011	2012	2013	2014	2015
	(in thousands)				
Consolidated Balance Sheet Data:					
Cash and cash equivalents	$ 10,925	$ 41,944	$ 36,397	$ 25,600	$ 15,697
Accounts receivable, net	14,336	15,624	14,569	20,479	24,341
Property and equipment, net	8,301	11,043	14,085	15,128	14,377
Total assets	43,382	76,330	74,789	66,238	89,026
Long-term debt and capital lease obligations	2,098	1,712	885	1,383	7,581
Total stockholders' equity	21,380	50,811	52,231	42,482	46,104

Adjusted EBITDA

To provide investors with additional information regarding our financial results, we have disclosed within this Annual Report on Form 10-K adjusted EBITDA, a non-GAAP financial measure. 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 Annual Report on Form 10-K 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 is a non-cash charge, the assets being depreciated 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-based compensation;
- adjusted EBITDA does not reflect the impact of tax payments that may represent a reduction in cash available to us;
- similarly, adjusted EBITDA does not reflect the impact of non-recurring items, such as the cost of business acquisitions or 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:

	Year Ended December 31,				
	2011	2012	2013	2014	2015
			(in thousands)		
Reconciliation of Adjusted EBITDA:					
Net income (loss)	$ 9,932	$ 3,815	$ (1,367)	$ (12,931)	$ (3,474)
(Benefit) provision for income taxes	(6,015)	1,764	(134)	4,821	239
Interest expense	109	270	193	218	245
Other expense (income) (1)	17	(1)	37	28	16
Depreciation and amortization	2,667	3,779	4,650	5,126	6,901
Loss in equity interest	—	—	561	1,063	73
Stock-based compensation expense	920	1,999	2,561	3,595	3,115
Gain on sale of domain	—	—	—	(1,000)	—
Reduction in workforce severance and related costs	—	—	—	1,260	—
Acquisition costs	—	—	—	—	478
Adjusted EBITDA	$ 7,630	$ 11,626	$ 6,501	$ 2,180	$ 7,593

Note:

(1) Other expense (income) consists primarily of interest income earned and foreign exchange gains and losses.

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

The following discussion of our results of operations and financial condition should be read in conjunction with the information set forth in "Selected Financial Data" and our financial statements and the notes thereto included in this Annual Report on Form 10-K. This discussion contains forward-looking statements based upon our current expectations, estimates and projections that involve risks and uncertainties. Actual results could differ materially from those anticipated in these forward-looking statements due to, among other considerations, the matters discussed under "Risk Factors" and "Special Note Regarding Forward-Looking Statements."

Overview

We enable our customers to better engage with their consumers. Our customers include video, internet and communications providers, device manufacturers and enterprises. We are their trusted technology development, multiplatform services and revenue partner.

We generate revenue from consumer traffic on our Managed Portals, 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 search and digital advertising revenue with our customers. We also generate Recurring and Fee-Based revenue for the use of our technology, email/collaboration, premium services and paid content. Growth in our business is dependent on expansion of relationships with our existing customers and new customers adopting our solutions and their respective consumers' use of our Managed Portals ramping up as described below. Since our acquisition of the Zimbra assets in 2015, we generate revenue from the licensing and distribution of our Email/Collaboration products and services, including perpetual licenses, and we generate recurring revenue in the form of subscriber maintenance and support fees. As we expand our Cloud ID, syndicated content and Email/Collaboration offerings, we expect to generate increased Recurring and Fee-Based revenue from our customers.

During 2015, search and digital advertising revenue was $78.3 million, a decrease of 7% compared to $83.9 million for 2014. Over the same period, our multiplatform unique visitors stayed flat. Search revenue decreased by $14.1 million, or 31%, in 2015 compared to 2014. We believe the decrease was due to lower search activity associated with the increased usage of competitor search tools on other devices, such as tablets and smartphones, generally across the consumer base. In addition, a portion of the decrease was due to the residual effect of the placement of our Managed Portals on the second tab of the default Windows 8 internet browser by our consumer electronics customers. 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. We anticipate search activity will increase on smartphones and tablets in the future and 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. Digital advertising revenue increased by $8.5 million, or 22%, in 2015 compared to 2014. We anticipate video advertising may become an increasing percentage of our advertising revenue which may also serve to increase our advertising cost-per-thousand impressions (referred to as cost per mille, or CPMs). We also anticipate that the signing and launching of new customers and our mobile product initiatives may help add new search and digital advertising revenue in future years.

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, which consisted primarily of our Email/Collaboration and professional services products such as security, Cloud ID, online games, music and other premium services and paid content. In addition, we also generate revenue from the licensing and distribution of our Email/Collaboration products and services, including perpetual licenses and recurring revenue in the form of subscriber maintenance and support fees. During 2015, Recurring and Fee-Based revenue was $31.9 million, an increase of 41% from $22.7 million in 2014. This increase was primarily driven by growth in the hosting and management of our email product, sales of the Zimbra Email/Collaboration product and services, and increasing adoption of our Cloud ID services by our customers. We believe there are opportunities to generate new sources of Recurring and Fee-Based revenue, such

as by selling solutions that generate Recurring and Fee-Based revenue into the customer base we obtained as part of the acquisition of the Zimbra assets.

As we obtain new customers and those new customers introduce our Managed Portals and Advertising solutions to their consumers, we expect usage of our solutions and revenue from our Managed Portals and Advertising solutions to increase over time. There are a variety of reasons for this ramp-up process. For example, a new customer may migrate its consumers from its existing technology to our technology over a period of time. 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.

In 2015, revenue attributable to three customers, CenturyLink, Verizon and Toshiba, together accounted for approximately 49% of our revenue, or $53.5 million. One of these customers accounted for 20% or more of revenue in such period, and revenue attributable to each of the other two customers accounted for more than 10% in such period.

Revenue attributable to our customers includes the Recurring and Fee-Based revenue earned directly from them, as well as the search and digital 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 2015 search advertising through our relationship with Google generated approximately 28% of our revenue, or $31.2 million (all of which was attributable to our customers).

The initiatives described below under “Key Initiatives” are expected to contribute to our ability to maintain and grow revenue and return to 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 CPMs 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.

Trends Affecting Our Business

Our customers, predominantly high-speed internet service providers that also offer television services, are facing increasing competition from companies that deliver video content over the internet, more commonly referred to as “over-the-top,” or OTT. These new competitors include a number of large and growing companies, such as Google, Netflix, Inc., or Netflix, Hulu, LLC, or Hulu, and Amazon.com Inc., or Amazon. With the increased availability of high-speed internet access and over-the-top programming, consumers’ video content consumption preferences may shift away from current viewing habits.

As a result, many of our customers and potential customers are compelled to find new ways to deliver services and content to their consumers via the internet. We expect this pressure to become even greater as more video content becomes available online. We expect to continue to benefit from this trend as customers adopt our solutions to package and deliver video programming and other related authentication services on our Managed Portals.

Another trend affecting our customers and our business is the proliferation of internet-connected devices, especially mobile devices. Smartphones, tablets and connected TVs have made it more convenient for consumers

to access services and content online, including television programming. To remain competitive, our customers and potential customers must have the capability to deliver their services and products to consumers on these new devices. Our technology enables them to extend their presence beyond traditional personal computers, and we expect that some portion of our revenue growth will come from traffic on these devices.

Our business is also affected by growth in advertising on the internet, for which the proliferation of high-speed internet access and internet-connected devices will be the principal drivers. Further, we expect to see a decline in search advertising revenue based on consumers' internet searching habits increasingly transitioning to mobile devices. However, we believe there continue to be growth opportunities for advertising related to the video, images and text on our Managed Portals and hosted email/collaboration products. We expect our results of operations will benefit from the growth in the number of mobile internet users as our customers adopt our mobile and tablet offerings.

We continue to be impacted by consumer electronics customers that have the Windows 8 and Windows 10 operating systems pre-installed on their laptop or desktop computers; our Managed Portals are placed on a second tab when the Windows 8 internet browser is launched, and in certain instances, without our Google search bar. 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. These Windows updates have caused us to reduce our revenue expectations from our consumer electronics customers.

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. 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 years ended December 31, 2013, 2014 and 2015:

	Year Ended December 31,		
	2013	2014	2015
Multiplatform Unique Visitors	21,213,655	20,868,428	20,902,492

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. 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 2013, 2014 and 2015.

	Year Ended December 31,		
	2013	2014	2015
		(in thousands)	
Revenue:			
Search and digital advertising	$ 90,447	$ 83,906	$ 78,316
Recurring and fee-based	21,360	2,673	31,929
Total revenue	$ 111,807	$ 106,579	$ 110,245
Percentage of revenue:			
Search and digital advertising	81%	79%	71%
Recurring and fee-based	19	21	29
Total revenue	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 one of our Managed Portals. Advertising inventory is filled with advertisements sourced by our direct sales force, independent advertising sales representatives 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. 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 sale of mailboxes 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.

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, furniture and fixtures, intangible assets, leasehold improvements and other property, as well as depreciation on capital leased assets.

Gain on Sale of Domain

Gain on sale of domain is unique to 2014. The proceeds collected from the sale of an internet domain were recognized as a gain in their entirety.

Other Expense

Other expense consists primarily of foreign exchange gains and losses, net of interest income earned.

Interest Expense

Interest expense primarily consists of interest on bank debt and capital leases.

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.

Loss in Equity Interest

Loss in equity interest represents our percentage share of losses in investments in entities in which we can exercise significant influence, but do not own a majority equity interest or otherwise control.

Critical Accounting Policies

The preparation of consolidated financial statements in conformity with U.S. GAAP requires estimates and assumptions that affect the reported amounts and classifications of assets and liabilities, revenue and expenses, and the related disclosures of contingent liabilities in the financial statements and accompanying notes. The SEC has defined a company's critical accounting policies as the ones that are most important to the portrayal of the company's financial condition and results of operations, and which require the company to make its most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, we have identified the following critical accounting policies and estimates addressed below. We also have other key accounting policies, which involve the use of estimates, judgments, and assumptions that are significant to understanding our results. See Note 1, *The Company and Summary of Significant Accounting Policies* , of Notes to the Consolidated Financial Statements. Although we believe that our estimates, assumptions, and judgments are reasonable, they are based upon information available at the time. Actual results may differ significantly from these estimates under different assumptions, judgments or conditions.

Revenue Recognition

We recognize revenue when the following criteria are met: persuasive evidence of an arrangement exists; delivery has occurred; the selling price is fixed or determinable; and collectability is reasonably assured.

The terms of our arrangements with our customers, Google and our advertising network partners are specified in written agreements. These written agreements constitute the persuasive evidence of the arrangements with our customers that are a pre-condition to the recognition of revenue. The evidence used to document that delivery or performance has occurred generally consists of communication of either numbers of subscribers or the revenue generated in a reporting period from customers, advertising partners, vendors and our own internally-generated reports. Occasionally, a customer will notify us of subsequent adjustments to previously reported subscriber data. These adjustments, once accepted by us, will result in adjustments to revenue and cost of revenue. The historical occurrences of such adjustments, and the amounts involved, have not been significant.

Although prices used in our revenue recognition formulas are generally fixed pursuant to the written arrangements with our customers, Google and our advertising network partners, the number of subscribers or the amount of search and digital advertising revenue that are subject to our pricing arrangements are not known until the reporting period has ended. Although this data is, in most cases, available prior to the completion of our periodic financial statements, this data may need to be estimated. When made, these estimates are based upon our historical experience with the relevant party. Adjustments to these estimates have historically not been significant. The receipt of this volume data also serves to verify that we have appropriately satisfied our obligation to our customers for that reporting period. Adjustments are recorded in the period in which the data is received.

Certain Recurring and Fee-Based revenue is derived from the sale of software licenses on a perpetual or subscription basis, for which revenue is recognized upon receipt of an external agreement and delivery of the

software, provided the fees are fixed and determinable, and collection is probable. For agreements that include one or more elements to be delivered at a future date, revenue is recognized using the residual method, under which the vendor-specific objective evidence ("VSOE") of fair value of the undelivered elements is deferred, and the remaining portion of the agreement fee is recognized as license revenue. VSOE of fair value is based on pricing for products and services when sold separately and, for support services, is measured by the renewal rate. If VSOE of fair value has not been established for certain undelivered elements, revenue is deferred until those elements have been delivered or their fair values have been determined.

We undertake an evaluation of the creditworthiness of both new and, on a periodic basis, existing customers. Based on these reviews we determine whether collection of our prospective revenue is probable.

Revenue Sharing

We pay our Managed Portals and Advertising customers a portion of the revenue generated from search and digital advertising. The portion paid to our customers depends on, among other things, the consumer base of the customer and their expected ability to drive consumer traffic to our Managed Portals. This revenue consists of the consideration we receive from Google and our digital advertising partners in connection with traffic supplied by the applicable customer.

Gross Versus Net Presentation of Revenue for Revenue Sharing

We evaluate our relationship between our search and digital advertising partners and our Managed Portals and Advertising customers in accordance with Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, 605-45, *Principal Agent Considerations* . We have determined that the revenue derived from traffic supplied by our customers is reported on a gross basis because we are the primary obligor (we are responsible to our customers for fulfilling search and digital advertising services and premium and other services), are involved in the service specifications, perform part of the service, have discretion in supplier selection, have latitude in establishing price and bear credit risk.

Stock-Based Compensation

We account for stock-based compensation in accordance with the authoritative guidance on stock compensation. Under the fair value recognition provisions of this guidance, stock-based compensation is measured at the grant date based on the fair value of the award and is recognized as expense, net of estimated forfeitures, over the requisite service period, which is generally the vesting period of the respective award. As a result, we are required to estimate the amount of stock-based compensation we expect to be forfeited based on our historical experience. If actual forfeitures differ significantly from our estimates, stock-based compensation expense and our results of operations could be materially impacted. Determining the fair value of stock-based awards at the grant date requires judgment. We use the Black-Scholes option-pricing model to determine the fair value of stock options. The determination of the grant date fair value of options using an option-pricing model is affected by our common stock fair value as well as assumptions regarding a number of other complex and subjective variables. These variables include the fair value of our common stock, our expected stock price volatility over the expected term of the options, stock option exercise and cancellation behaviors, risk-free interest rates, and expected dividends, which are estimated as follows:

Expected Term . The expected term was estimated using the simplified method allowed under SEC guidance. As we develop more experience, our estimate of the life of awards may change.

Volatility. Expected stock price volatility for our common stock was estimated by blending our average historic price volatility with that of our industry peers based on daily price observations over a period equivalent to the expected term of the stock option grants. Industry peers consist of several public

companies in the technology industry, some larger and some similar in size, stage of life cycle and financial leverage. We did not rely on implied volatilities of traded options in our industry peers' common stock because the volume of activity was relatively low. We intend to continue to consistently apply this process using the same or similar public companies until a sufficient amount of historical information regarding the volatility of our own common stock share price becomes available, or unless circumstances change such that the identified companies are no longer similar to us, in which case, more suitable companies whose share prices are publicly available would be utilized in the calculation.

Risk-free Rate . The risk-free interest rate is based on the yields of U.S. Treasury securities with maturities similar to the expected term of the options for each option group.

Dividend Yield. We have never declared or paid any cash dividends and do not presently plan to pay cash dividends in the foreseeable future. Additionally, our loan and security agreement with Silicon Valley Bank restricts our ability to pay any dividends. See "Management's Discussion and Analysis of Financial Condition and Results of Operations-Liquidity and Capital Resources." Accordingly, we used an expected dividend yield of zero.

Income Taxes

We record income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in our financial statements or tax returns. In estimating future tax consequences, generally all expected future events other than enactments or changes in the tax law or rates are considered. Valuation allowances are provided when necessary to reduce deferred tax assets to the amount expected to be realized.

We also provide reserves as necessary for uncertain tax positions taken on our tax filings. First, we determine if a tax position is more likely than not to be sustained upon audit solely based on technical merits, including resolution of related appeals or litigation processes, if any. Second, based on the largest amount of benefit, which is more likely than not to be realized on ultimate settlement we recognize any such differences as a liability. In the event that any unrecognized tax benefits are recognized, the effective tax rate will be affected. Although we believe our estimates are reasonable, no assurance can be given that the final tax outcome of these matters will be the same as these estimates. These estimates are updated quarterly based on factors such as changes in facts or circumstances, changes in tax law, new audit activity, and effectively settled issues.

We follow specific and detailed guidelines in each tax jurisdiction regarding the recoverability of any tax assets recorded on the balance sheet and provide necessary valuation allowances as required. Future realization of deferred tax assets ultimately depends on the existence of sufficient taxable income of the appropriate character (for example, ordinary income or capital gain) within the carryback or carryforward periods available under the tax law. We regularly review our deferred tax assets for recoverability based on historical taxable income, projected future taxable income, the expected timing of the reversals of existing temporary differences and tax planning strategies. Our judgments regarding future profitability may change due to many factors, including future market conditions and our ability to successfully execute our business plans and/or tax planning strategies. Should there be a change in our ability to recover our deferred tax assets, our tax provision would increase or decrease in the period in which the assessment is changed.

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.

	Year Ended December 31,		
	2013	2014	2015
	(in thousands)		
Revenue	$ 111,807	$ 106,579	$ 110,245
Costs and operating expenses:			
Cost of revenue (1)	59,622	57,939	54,423
Technology and development (1)(2)	28,458	26,259	20,007
Sales and marketing (2)	8,124	10,807	16,272
General and administrative (1)(2)	11,663	14,249	15,543
Depreciation and amortization	4,650	5,126	6,901
Gain on sale of domain		(1,000)	—
Total costs and operating expenses	112,517	113,380	113,146
Loss from operations	(710)	(6,801)	(2,901)
Other expense	(37)	(28)	(16)
Interest expense	(193)	(218)	(245)
Loss before income taxes	(940)	(7,047)	(3,162)
Provision (benefit) for income taxes	(134)	4,821	239
Loss in equity interest	(561)	(1,063)	(73)
Net loss	$ (1,367)	$ (12,931)	$ (3,474)

Notes:

(1) Exclusive of depreciation and amortization shown separately.

(2) Includes stock-based compensation as follows:

	Year Ended December 31,		
	2013	2014	2015
	(in thousands)		
Technology and development	$ 1,184	$ 1,621	$ 936
Sales and marketing	348	599	942
General and administrative	1,029	1,375	1,237
	$ 2,561	$ 3,595	$ 3,115

	Year Ended December 31,		
	2013	2014	2015
Revenue	100%	100%	100 %
Costs and operating expenses:			
Cost of revenue (1)	53	54	49
Technology and development (1)	25	25	18
Sales and marketing	7	10	15
General and administrative (1)	10	13	14
Depreciation and amortization	4	5	6
Gain on sale of domain	—	(1)	—
Total costs and operating expenses	101	106	103
Loss from operations	(1)	(6)	(3)
Other expense		—	—
Interest expense		—	—
Loss before income taxes	(1)	(7)	(3)
Provision (benefit) for income taxes	—	5	—
Loss in equity interest	(1)	(1)	—
Net loss	(1)%	(12)%	(3)%

Note:

(1) Exclusive of depreciation and amortization shown separately.

Comparison of Years Ended December 31, 2013, 2014 and 2015

Revenue

	Year Ended December 31,			2013 to 2014 % Change	2014 to 2015 % Change
	2013	2014	2015		
	(in thousands)				
Revenue:					
Search and digital advertising	$ 90,447	$ 83,906	$ 78,316	(7)%	(7)%
Recurring and fee-based	21,360	22,673	31,929	6%	41%
Total revenue	$ 111,807	$ 106,579	$ 110,245	(5)%	3%
Percentage of revenue:					
Search and digital advertising	81%	79%	71%		
Recurring and fee-based	19	21	29		
Total revenue	100%	100%	100%		

In 2015, our revenue increased by $3.7 million, or 3%, compared to the same period in 2014. Digital advertising revenue increased by $8.5 million, or 22%. The increase in digital advertising was driven by a combination of an increase in video advertising and higher contractual rates for advertisements. Search advertising revenue decreased by $14.1 million, or 31%, compared to 2014. We believe the decrease was due to lower search activity associated with the increased usage of competitor search tools on other devices, such as tablets and smartphones, generally across the consumer base. In addition, a portion of the decrease was due to the residual effect of the placement of our Managed Portals on the second tab of the default Windows 8 internet browser by our consumer electronics customers. Recurring and Fee-Based Revenue increased $9.3 million, or 41%, primarily due to increased usage of our Zimbra Email/Collaboration solutions (driven by the acquisition of the Zimbra assets in September 2015), various other services by our customers, and to a lesser extent, Cloud ID and video solutions by our customers

In 2014, our revenue decreased by $5.2 million, or 5%, compared to 2013. Digital advertising revenue increased by $5.6 million, or 17%. The increase in digital advertising was driven by a combination of an increase in video advertising and higher contractual rates for such advertisements. Further, video advertising yields higher CPM than traditional image or text advertising. Search advertising revenue decreased by $12.1 million, or 21% compared to 2013. We believe the decrease was due to lower search activity associated with the increased usage of competitor search tools on other devices, such as tablets and smartphones, generally across the consumer base. In addition, a portion of the decrease was due to the residual effect of the placement of our Managed Portals on the second tab of the default Windows 8 internet browser by our consumer electronics customers. Recurring and Fee-Based Revenue increased $1.3 million, or 6% primarily due to increases in usage of our Email/Collaboration, Cloud ID and video solutions by our customers.

Cost of Revenue

	Year Ended December 31,			2013 to 2014 % Change	2014 to 2015 % Change
	2013	2014	2015		
	(in thousands)				
Cost of revenue	$ 59,622	$ 57,939	$ 54,423	(3)%	(6)%
Percentage of revenue	53%	54%	49%		

Our cost of revenue decreased by $3.5 million, or 6% compared to the same period in 2014. The decrease in our cost of revenue was driven by decreased revenue sharing costs due to declining search revenue, offset by an increase in revenue-sharing costs from digital advertising due to increase placement of video-based advertising. Cost of revenue as a percentage of revenue decreased, from 54% to 49%, because of changes in the mix of revenue, mix of customers, related revenue-sharing arrangements, and the increase in Recurring and Fee-Based revenue from our Email/Collaboration products.

Our cost of revenue decreased by $1.7 million, or 3 %, in 2014 compared to 2013. The decrease in our cost of revenue was driven by a decrease in revenue-sharing costs due to declining search advertising revenue. The decrease was offset by an increase in revenue-sharing costs from digital advertising due to increase in video-based advertising and better monetization of digital advertising, as discussed above. Cost of revenue as a percentage of revenue increased slightly to 54% of revenue in 2014 from 53 % due to shift in the mix of cost of revenue from search advertising to digital advertising, specifically, video-based advertising.

Technology and Development Expenses

	Year Ended December 31,			2013 to 2014 % Change	2014 to 2015 % Change
	2013	2014	2015		
	(in thousands)				
Technology and development	$ 28,458	$ 26,259	$ 20,007	(8)%	(24)%
Percentage of revenue	25%	25%	18%		

Technology and development expenses decreased by $6.3 million, or 24%, compared to the same period 2014. Approximately $4.3 million of the decrease was due to reduced salaries expense and related costs due to the implementation of our cost reduction plan in October 2014. Additionally, $2.3 million of the decrease is due to a shift in activities of certain personnel responsible for products to be marketed, from technology and development to sales and marketing. This change in activities took effect on October 1, 2014.

Technology and development expenses decreased by $2.2 million, or 8%, in 2014 compared to 2013. The decrease was primarily due to a shift in activities of certain personnel responsible for products to be marketed, from technology and development to sales and marketing. This change in activities occurred at the direction of our chief executive officer and took effect on October 1, 2014, and the resulting decrease was $1.3 million. An additional decrease of $0.8 million is due to the reduced use of temporary labor in connection with our cost

reduction plan. These decreases were offset by severance and related expenses associated with our cost reduction plan of $0.5 million and additional stock-based compensation expense associated with re-pricing of stock options of $0.2 million.

Sales and Marketing Expenses

	Year Ended December 31,			2013 to 2014	2014 to 2015
	2013	2014	2015	% Change	% Change
	(in thousands)				
Sales and marketing	$ 8,124	$ 10,807	$ 16,272	33%	50%
Percentage of revenue	7%	10%	15%		

Sales and marketing expenses increased by $5.5 million, or 50% compared to 2014. The increase was primarily due to a shift in activities of certain personnel from technology and development to sales and marketing, resulting in additional sales and marketing expense, as discussed above. Additionally, the incremental expenses of sales and marketing activities related to the Zimbra assets from the date of the acquisition to December 31, 2015 contributed to the increase. This was partially offset by a reduction in salaries expense and related costs due to our cost reduction plan implemented in 2014, resulting in a decrease in 2015.

Sales and marketing expenses increased by $2.7 million, or 33%, in 2014 compared to 2013. The increase was primarily due to a shift in activities of certain personnel from technology and development to sales and marketing, resulting in additional sales and marketing expense of $1.3 million, as discussed above. Additional increases include $0.5 million in fees paid to third-party consultants for market research, $0.2 million in severance and related expenses associated with our cost reduction plan, and $0.3 million in advertising sales bonus and commission related to the increase in digital advertising revenue.

General and Administrative Expenses

	Year Ended December 31,			2013 to 2014	2014 to 2015
	2013	2014	2015	% Change	% Change
	(in thousands)				
General and administrative	$ 11,663	$ 14,249	$ 15,543	22%	9%
Percentage of revenue	10%	13%	14%		

General and administrative expenses increased by $1.3 million, or 9% compared 2014. The increase is principally due to additional expenses following our acquisition of the Zimbra assets as well as the direct expenses associated with the assets acquired.

General and administrative expenses increased by $2.6 million, or 22 %, in 2014 compared to 2013. The increase is due to several factors, including severance and related expenses associated with our cost reduction plan of $0.6 million, an increase in the provision for bad debt of $0.3 million, higher than typical professional fees of $0.6 million, office rent increase of $0.2 million, and $0.9 million costs associated with our transition to a new CEO.

Depreciation and amortization

	Year Ended December 31,			2013 to 2014	2014 to 2015
	2013	2014	2015	% Change	% Change
	(in thousands)				
Depreciation and amortization	$ 4,650	$ 5,126	$ 6,901	10%	35%
Percentage of revenue	4%	5%	6%		

Depreciation and amortization increased $1.8 million, or 35% compared to 2014. This increase was due to placing certain software development projects into service during the fourth quarter of 2014 and throughout 2015, as well as depreciation and amortization on property and equipment and intangible assets acquired in the Zimbra transaction.

Depreciation increased by $0.5 million or 10% in 2014 compared to 2013. This increase was due to placing certain software development projects into service during the fourth quarter, including our next generation portal, our new back-end Cloud ID technology and our new video solutions experience.

Gain on Sale of Domain

	Year Ended December 31,			2013 to 2014 % Change	2014 to 2015 % Change
	2013	2014	2015		
	(in thousands)				
Gain on sale of domain	$ —	$ 1,000	$ —	NM	NM
Percentage of revenue	— %	1%	— %		

The gain on sale of a domain amounted to $1.0 million during 2014, which was equal to the sale price. The sale was unique to 2014 and no such transactions occurred in the comparative periods.

Other Expense

	Year Ended December 31,		
	2013	2014	2015
	(in thousands)		
Other expense	$ (37)	$ (28)	$ (16)

For each of 2013, 2014 and 2015, other income (expense) consisted primarily of interest income coupled with foreign currency transaction losses related to our foreign operations.

Interest Expense

	Year Ended December 31,		
	2013	2014	2015
	(in thousands)		
Interest expense	$ (193)	$ (218)	$ (245)

Interest expense during 2013, 2014 and 2015 primarily relates to interest on capital leases and long-term debt.

Provision (benefit) for Income Taxes

	Year Ended December 31,		
	2013	2014	2015
	(in thousands)		
Provision (benefit) for income taxes	$ (134)	$ 4,821	$ 239

Our 2015 tax provision consists of U.S. state minimum tax expense and $0.2 million of foreign taxes.

During 2014, we recognized additional income tax benefit related to our net operating loss, or NOL, of approximately $2.8 million. In the fourth quarter of 2014, as a result of weighing the positive and negative evidence and guidance for accounting for income taxes, which includes an evaluation of recent cumulative pre-tax results, we determined it was appropriate to record a valuation allowance against our net deferred income tax

assets because it was determined that it was no longer "more likely than not" that such NOLs will be utilized. As a result, we recognized a $7.5 million income tax provision expense associated our deferred tax asset valuation allowance.

In 2013 our income tax provision included a $0.2 million deferred benefit for income taxes which resulted in a $0.1 million tax benefit for income taxes.

Unaudited Quarterly Results of Operations and Other Data

The following tables present our unaudited quarterly results of operations and other data for the eight quarters ended December 31, 2015. This unaudited quarterly information has been prepared on the same basis as our audited consolidated financial statements and, in the opinion of management, the statement of operations data includes all adjustments, consisting of normal recurring adjustments, necessary for the fair presentation of the results of operations for these periods. This table should be read in conjunction with our consolidated financial statements and related notes located elsewhere in this Annual Report on Form 10-K. The results of operations for any quarter are not necessarily indicative of the results of operations for any future periods.

	For the Three Months Ended							
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015 (2)	December 31, 2015 (2)
	(in thousands, except per-share data)							
Statements of Operations Data:								
Revenue	$ 25,248	$ 24,191	$ 26,231	$ 30,909	$ 26,730	$ 24,716	$ 26,351	$ 32,448
Costs and operating expenses:								
Cost of revenue (1)	13,876	13,146	14,386	16,535	14,403	12,504	13,298	14,218
Technology and development (1)	7,492	7,120	7,577	4,071	4,866	4,561	4,361	6,219
Sales and marketing	2,137	2,457	2,601	3,614	3,562	3,639	4,274	4,797
General and administrative (1)	3,099	3,499	4,090	3,560	3,374	3,351	3,712	5,106
Depreciation and amortization	1,058	1,117	1,133	1,818	1,496	1,660	1,560	2,185
Gain on sale of domain	—	(1,000)	—	—		—		—
Total costs and operating expenses	27,622	26,339	29,787	29,598	27,701	25,715	27,205	32,525
Income (loss) from operations	$ (2,414)	$ (2,148)	$ (3,556)	$ 1,311	$ (971)	$ (999)	$ (854)	$ (77)
Net loss	$ (2,056)	$ (1,868)	$ (2,596)	$ (6,418)	$ (1,073)	$ (1,082)	$ (931)	$ (388)
Net loss per share:								
Basic	$ (0.07)	$ (0.07)	$ (0.09)	$ (0.23)	$ (0.04)	$ (0.04)	$ (0.03)	$ (0.01)
Diluted	$ (0.07)	$ (0.07)	$ (0.09)	$ (0.23)	$ (0.04)	$ (0.04)	$ (0.03)	$ (0.01)

Note:
(1) Exclusive of depreciation and amortization shown separately.
(2) Results for the quarters ended September 30, 2015 and December 31, 2015 include the results of operations relating to the acquired Zimbra assets since the closing of the acquisition (September 14, 2015).

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

In September 2013, we entered into a Loan and Security Agreement with Silicon Valley Bank, or the Lender, which was most recently amended in February 2016. We refer to the agreement, as amended, as the "Loan Agreement." 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 December 31, 2015, we had $5.0 million in outstanding borrowing under the Loan Agreement; subject to the operation of the borrowing formula, an additional $7.0 million was available for draw under the Loan Agreement.

Borrowings under the Loan Agreement bear interest, at our election, at an annual rate of either 1.00% above the "prime rate" as published in The Wall Street Journal or LIBOR for the relevant period plus 3.50%. 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 December 31, 2015, we were in compliance with the covenants and anticipate continuing to be so.

As of December 31, 2015, we had approximately $15.7 million of cash and cash equivalents and money market funds. 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.

Cash Flows

	Year Ended December 31,		
	2013	2014	2015
		(in thousands)	
Statements of Cash Flows Data:			
Cash flows provided (used) by operating activities	$ 5,228	$ (3,309)	$ 7,650
Cash flows used by investing activities	$ (8,857)	$ (4,754)	$ (20,496)
Cash flows (used) provided by financing activities	$ (1,926)	$ (2,752)	$ 2,943

Cash Provided (Used) by Operating Activities

Operating activities provided $7.7 million of cash in 2015. The cash flow from operating activities primarily resulted from our reduced net loss and improved collections from our accounts receivable. Net loss was $3.5 million, which included non-cash depreciation and amortization of $6.9 million and non-cash stock-based compensation of $3.1 million. Changes in our operating assets and liabilities provided $1.0 million of cash, primarily due to increases in deferred revenue of $3.5 million and accrued expenses and other current liabilities of $2.1 million, combined with a decrease of our accounts payable of $3.6 million. The decrease in our accounts payable was primarily driven by the timing of payment of invoices to our vendors. The increase in our prepaid and other current assets was primarily due to the increase of prepayments to vendors for components of our cost of revenue and insurance coverages.

Operating activities used $3.3 million of cash in 2014. The cash flow from operating activities primarily resulted from our net loss, adjusted for non-cash items and changes in our operating assets and liabilities. The use of cash by operating activities primarily relates to the change in working capital assets and liabilities. Our net loss was $12.9 million, which included non-cash depreciation of $5.1 million, non-cash stock-based compensation of $3.6 million, non-cash change in the provision for income taxes of $4.8 and a loss in an equity interest of $1.0 million, offset by gain on the sale of domain of $1.0 million, resulting in cash provided by

components of net loss of $0.6 million. Changes in our operating assets and liabilities used $3.9 million of cash, primarily due to an increase in accounts receivable of $5.9 million and offset by an increase in accrued expenses and other current liabilities of $2.7 million. The increase in accounts receivable is partially due to our improved revenue performance late in the fourth quarter combined with a change in the mix of our receivables from Google search advertising receivable to digital advertising receivables, while the increase in accrued expenses and other current liabilities primarily relates to an increase in accrued compensation of $1.3 million associated with accrued severance, bonus and commissions and an increase in accrued content fees of $1.2 million due to timing of payments. Other working capital accounts had less significant fluctuations.

Operating activities provided $5.2 million of cash in 2013. The positive cash flow from operating activities primarily resulted from our net loss, adjusted for non-cash items, and changes in our operating assets and liabilities. We had a net loss of $1.4 million, which included a non-cash benefit from deferred income taxes of $0.2 million, non-cash depreciation of $4.7 million, non-cash stock-based compensation of $2.6 million, and $0.6 million loss in equity interest. Changes in our operating assets and liabilities used $1.0 million of cash, primarily due to a decrease in our accounts receivable of $1.1 million and a decrease in our accrued expenses and other current liabilities of $2.2 million. The decrease in our accounts receivable was primarily attributable to the decrease in revenue in 2013 as compared to the prior year. The decrease in our accrued expenses and other liabilities of $2.2 million was primarily driven by a $1.7 million decrease in our bonus accrual.

Cash Used by Investing Activities

Our primary investing activities have consisted of purchases of property and equipment, payments for acquisitions and, in prior years, payments for investments made in our joint venture in China. Purchases of property and equipment may vary from period to period due to the timing of the expansion of our operations and internal-use software development. We expect to continue to invest in property and equipment and development of software for the remainder of 2016 and thereafter.

Cash used in investing activities in 2015 was $20.5 million, consisting $17.3 million of cash used for the acquisition of the Zimbra assets, net of cash acquired, and $3.2 million for purchases of property and equipment (specifically related to the build-out of our data centers and internal-use software development).

Cash used in investing activities in 2014 was $4.8 million, consisting of $5.0 million used for purchases of property and equipment, which primarily relates to software development of our product portfolio, including the payment of $0.7 million of software development costs recorded to accounts payable at December 31, 2013, and $0.8 million for an investment in an equity interest in our joint venture in China. These uses of cash were offset by $1.0 million proceeds from the sale of a domain.

Cash used in investing activities in 2013 was $8.9 million consisting of $5.9 million of purchases of property, equipment and software (specifically related to the build out of our data centers and internal-use software development and including $0.5 million used for payment for the acquisition of Carbyn), $0.9 million contributed to an equity method investment, $1.0 million paid for the acquisition of Teknision, Inc. (an Ontario-based company), and a $1.0 million purchase of a promissory note having to do with our investment in B&FF. In March 2015, the promissory note converted into preferred stock of B&FF.

Cash (Used) Provided by Financing Activities

In 2015, net cash provided by financing activities was $2.9 million consisting primarily of $5.0 million drawn under our credit facility with Silicon Valley Bank. This was offset by repayment of $1.4 million on our capital lease obligations, and $0.5 million for a deferred acquisition payment.

In 2014, net cash used in financing activities was $2.8 million primarily for repayment of $2.3 million on our capital lease obligations and purchase of treasury stock in the amount of $0.6 million. We received $0.1 million from the exercise of common stock options.

In 2013, net cash used by financing activities was $2.0 million, consisting of $2.1 million of repayments for our capital lease obligations, offset by $0.2 million of proceeds from the exercise of common stock options.

Off-Balance Sheet Arrangements

At December 31, 2015, 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.

Contractual Obligations

We lease office space and data center space under operating lease agreements and certain equipment under capital lease agreements. We are also obligated to make fixed payments under various contracts with vendors and customers, principally for revenue-sharing and content arrangements. These fixed payments are reflected in the table below as "contract commitments." Reflected in "contingent consideration" are contingent payments in connection with our acquisition of the Zimbra assets.

The following table sets forth our future contractual obligations as of December 31, 2015:

	Payments Due by Period					
	2016	2017	2018	2019	2020	Total
Operating lease obligations	$ 2,454	$ 1,629	$ 1,422	$ 1,289	$ 367	$ 7,161
Capital lease obligations	1,665	734	232	91	8	2,730
Contract commitments	4,140	2,020	660	660	—	7,480
Long-term debt obligations	—	5,000	—	—	—	5,000
Contingent consideration	—	1,600	—	—	—	1,600
Total	$ 8,259	$ 10,983	$ 2,314	$ 2,040	$ 375	$ 23,971

ITEM 7A. 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 and inflation risk.

Interest Rate Risk

Our cash and cash equivalents primarily consist of cash and money market funds. Other than our $1.0 million investment in B&FF, we currently have no investments of any type. 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.

We have bank debt with an outstanding balance of $5.0 million at December 31, 2015, which bears interest at a variable annual rate of either 1.00% above the "prime rate" as published in The Wall Street Journal or LIBOR for the relevant period plus 3.50%, at our election, thus subjecting us to interest rate risk. A 10% increase or decrease in these interest rates would not have a significant impact on our interest expense. Although not significant, we are currently evaluating actions we may take to mitigate this exposure. Refer to Note 5, *Long-Term Debt* , of the Notes to the Consolidated Financial Statements in Item 8 of this report 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 Risk

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 $0.3 million. We are currently evaluating our foreign currency rate exposures and may take steps to mitigate these exposures.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Our financial statements are submitted on pages F-1 through F-28 of this Annual Report on Form 10-K.

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

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure and Control Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2015. 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 December 31, 2015, 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.

Management’s Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) of the Exchange Act. Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based upon the framework in “Internal Control—Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on that evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2015. This Annual Report on Form 10-K does not include an attestation report of the Company’s independent registered public accounting firm due to a transition period established by the Jumpstart Our Business Startups Act, or JOBS Act, for emerging growth companies.

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 December 31, 2015 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is incorporated by reference to the information in our proxy statement for our 2016 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our fiscal year ended December 31, 2015.

Our board of directors has adopted a Code of Business Conduct and a Code of Ethics applicable to all officers, directors and employees, which is available on our website (http://www.synacor.com) under "Investors—Corporate Governance." We will provide a copy of these documents to any person, without charge, upon request, by writing to us at Synacor, Inc., Investor Relations Department, 40 La Riviere Dr., Suite 300, Buffalo, New York 14202. We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of our Code of Business Conduct or Code of Ethics by posting such information on our website at the address and the location specified above.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to the information in our proxy statement for our 2016 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our fiscal year ended December 31, 2015.

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

The information required by this item is incorporated by reference to the information in our proxy statement for our 2016 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our fiscal year ended December 31, 2015.

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

The information required by this item is incorporated by reference to the information in our proxy statement for our 2016 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our fiscal year ended December 31, 2015.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is incorporated by reference to the information in our proxy statement for our 2016 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our fiscal year ended December 31, 2015.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

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

1. *Financial Statements:* See Financial Statements and Supplementary Data, Part II, Item 8.

2. *Financial Statement Schedules:* Financial Statement Schedules have been omitted either because they are not required or because the information required is included in the notes to the financial statements.

3. *Exhibits:* See the Exhibit Index immediately following the signature page of this Annual Report on Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

SYNACOR, INC.

/s/ H IMESH B HISE

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

Date: March 22, 2016

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Himesh Bhise and William J. Stuart, and each of them, his true and lawful attorneys-in-fact, each with full power of substitution, for him in any and all capacities, to sign any amendments to this Annual Report on Form 10-K and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact or their substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ H IMESH B HISE **Himesh Bhise**	President, Chief Executive Officer and Director (Principal Executive Officer)	March 22, 2016
/s/ W ILLIAM J. S TUART **William J. Stuart**	Chief Financial Officer (Principal Financial and Accounting Officer)	March 22, 2016
/s/ M ARWAN F AWAZ **Marwan Fawaz**	Director	March 22, 2016
/s/ G ARY L. G INSBERG **Gary L. Ginsberg**	Director	March 22, 2016
/s/ A NDREW K AU **Andrew Kau**	Director	March 22, 2016
/s/ J ORDAN L EVY **Jordan Levy**	Director	March 22, 2016
/s/ M ICHAEL J. M ONTGOMERY **Michael J. Montgomery**	Director	March 22, 2016
/s/ S COTT M URPHY **Scott Murphy**	Director	March 22, 2016

EXHIBITS

The following exhibits are incorporated by reference herein or filed here within:

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
2.1	Asset Purchase Agreement dated August 18, 2015 by and among Zimbra, Inc., Synacor, Inc. and Sync Holdings, LLC	8-K	001-33843	9/16/2015	2.1	
2.2	Assignment and Assumption Agreement dated September 14, 2015 by and among Zimbra, Inc., Synacor, Inc. and Sync Holdings, LLC	8-K	001-33843	9/16/2015	2.2	
3.1	Fifth Amended and Restated Certificate of Incorporation	S-1/A	333-178049	1/30/2012	3.2	
3.2	Amended and Restated Bylaws	S-1/A	333-178049	1/30/2012	3.4	
3.3	Certificate of Designations of Series A Junior Participating Preferred Stock	8-K	001-33843	7/15/2014	3.1	
4.1	Rights Agreement between Synacor, Inc. and American Stock Transfer & Trust Company, LLC dated July 14, 2014	8-K	001-33843	7/15/2014	4.1	
4.2	First Amendment to Rights Agreement dated August 18, 2015 between Synacor, Inc. and American Stock Transfer & Trust Company, LLC as rights agent	8-K	001-33843	8/18/2015	4.1	
4.3	Warrant to Purchase Stock dated September 14, 2015 between Synacor, Inc. and TZ Holdings, Inc.					X
10.1	Form of Indemnification Agreement between Synacor, Inc. and each of its directors and executive officers and certain key employees	S-1	333-178049	11/18/2011	10.1	
10.2.1*	2000 Stock Plan	S-1	333-178049	11/18/2011	10.2.1	
10.2.2*	Amendment to 2000 Stock Plan, adopted September 30, 2004	S-1	333-178049	11/18/2011	10.2.2	
10.2.3*	Amendment to 2000 Stock Plan, adopted June 9, 2006	S-1	333-178049	11/18/2011	10.2.3	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
10.2.4*	Amendment to 2000 Stock Plan, adopted October 19, 2006	S-1	333-178049	11/18/2011	10.2.4	
10.2.5*	Amendment to 2000 Stock Plan, adopted July 31, 2008	S-1	333-178049	11/18/2011	10.2.5	
10.2.6*	Form of Stock Option Agreement under 2000 Stock Plan	S-1/A	333-178049	1/30/2012	10.2.6	
10.3.1*	2006 Stock Plan	S-1	333-178049	11/18/2011	10.3.1	
10.3.2*	Amendment No. 1 to 2006 Stock Plan	S-1	333-178049	11/18/2011	10.3.2	
10.3.3*	Amendment No. 2 to 2006 Stock Plan	S-1	333-178049	11/18/2011	10.3.3	
10.3.4*	Amendment No. 3 to 2006 Stock Plan	S-1	333-178049	11/18/2011	10.3.4	
10.3.5*	Amendment No. 4 to 2006 Stock Plan	S-1	333-178049	11/18/2011	10.3.5	
10.3.6*	Amendment No. 5 to 2006 Stock Plan	S-1	333-178049	11/18/2011	10.3.6	
10.3.7*	Amendment No. 6 to 2006 Stock Plan	S-1	333-178049	11/18/2011	10.3.7	
10.3.8*	Amendment No. 7 to 2006 Stock Plan	S-1/A	333-178049	1/18/2012	10.3.8	
10.3.9*	Form of Stock Option Agreement under 2006 Stock Plan with Jordan Levy	S-1/A	333-178049	1/30/2012	10.3.9	
10.3.10*	Form of Stock Option Agreement with George G. Chamoun under 2006 Stock Plan	S-1/A	333-178049	1/30/2012	10.3.12	
10.3.11*	Form of Director Stock Option Agreement under 2006 Stock Plan	S-1/A	333-178049	1/30/2012	10.3.14	
10.3.12*	Form of Director Stock Option Agreement under 2006 Stock Plan	S-1/A	333-178049	1/30/2012	10.3.15	
10.4.1*	2012 Equity Incentive Plan	S-1/A	333-178049	1/18/2012	10.4	
10.4.2*	Form of Stock Option Agreement under 2012 Equity Incentive Plan	S-1/A	333-178049	1/30/2012	10.4.2	
10.4.3*	Form of Stock Unit Agreement under 2012 Equity Incentive Plan	S-1/A	333-178049	1/30/2012	10.4.3	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
10.4.4*	Form of Early Exercise Stock Option Agreement under 2012 Equity Incentive Plan	10-K	001-33843	3/26/2013	10.4.5	
10.4.5*	Form of Option Agreement with George G. Chamoun under 2012 Equity Incentive Plan	10-K	001-33843	3/26/2013	10.4.6	
10.4.6*	Form of Option Agreement with William J. Stuart under 2012 Equity Incentive Plan	10-K	001-33843	3/26/2013	10.4.7	
10.5.1*	Employment and Noncompetition Agreement dated December 22, 2000 between George G. Chamoun and CKMP, Inc.	S-1	333-178049	11/18/2011	10.7.1	
10.5.2*	Severance Agreement with George G. Chamoun	S-1/A	333-178049	12/23/2011	10.7.2	
10.5.3*	Letter Agreement dated March 26, 2014 with George G. Chamoun	10-K	001-33843	3/26/2014	10.7.3	
10.5.4*	Amendment to Severance Agreement dated March 26, 2014 with George G. Chamoun	10-K	001-33843	3/26/2014	10.7.4	
10.6.1*	Letter Agreement dated August 3, 2011 with William J. Stuart	S-1	333-178049	11/18/2011	10.8	
10.6.2*	Severance Agreement with William J. Stuart	10-K	001-33843	3/26/2014	10.8.2	
10.6.3*	Letter Agreement dated August 26, 2013 with William J. Stuart	10-K	001-33843	3/26/2014	10.8.3	
10.7.1 †	Amended and Restated Master Services Agreement between Qwest Corporation and Synacor, Inc. dated January 1, 2012	10-Q	001-33843	11/14/2012	10.1.1	
10.7.2 †	Amendment #1 to Amended and Restated Master Services Agreement between Qwest Corporation and Synacor, Inc. dated July 1, 2012	10-Q	001-33843	11/14/2012	10.1.2	
10.7.3 †	Amendment #2 to Master Services Agreement between Qwest Corporation and Synacor, Inc. dated August 23, 2012	10-Q	001-33843	11/14/2012	10.1.3	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
10.7.4 †	Amendment #3 to Amended and Restated Master Services Agreement between Qwest Corporation and Synacor, Inc. dated December 7, 2012	10-Q	001-33843	5/15/2014	10.2.1	
10.7.5 †	Fifth Amendment to Amended and Restated Master Services Agreement between Qwest Corporation and Synacor, Inc. dated January 29, 2013	10-Q	001-33843	5/15/2014	10.2.2	
10.7.6 †	Sixth Amendment to Amended and Restated Master Services Agreement between Qwest Corporation and Synacor, Inc. dated November 1, 2013	10-Q	001-33843	5/15/2014	10.2.3	
10.7.7	Seventh Amendment to Amended and Restated Master Services Agreement between Qwest Corporation and Synacor, Inc. dated October 12, 2014	10-K/A	001-33843	3/13/2015	10.10.7	
10.7.8 #	Eighth Amendment to Amended and Restated Master Services Agreement between Qwest Corporation and Synacor, Inc. dated December 18, 2015					X
10.8*	2007 Management Cash Incentive Plan	10-Q	001-33843	5/15/2012	10.1	
10.9.1 †	Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc. dated July 1, 2010	S-1/A	333-178049	2/1/2012	10.12	
10.9.2 †	Amendment #1 to Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc. dated December 1, 2011	10-Q	001-33843	11/14/2013	10.2.1	
10.9.3 †	Amendment #2 to Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc. dated September 4, 2013	10-Q	001-33843	11/14/2013	10.2.2	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
10.9.4 †	Amendment #3 to Master Services and Linking Agreement between Toshiba America Information Systems, Inc and Synacor, Inc. dated September 4, 2013	10-Q	001-33843	11/14/2013	10.2.3	
10.9.5	Amendment #4 to Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc. dated September 4, 2013	10-Q	001-33843	11/14/2013	10.2.4	
10.9.6 †	Statement of Work #1 governed by Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc. dated September 24, 2013	10-Q	001-33843	11/14/2013	10.2.5	
10.9.7	Amendment #5 to Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc. dated September 25, 2014	10-Q	001-33843	11/14/2014	10.2	
10.9.8 †	Amendment #6 to Master Services and Linking Agreement between Toshiba America Information System, Inc. and Synacor, Inc. dated August 5, 2014	10-K/A	001-33843	3/13/2015	10.12.8	
10.9.9 †	Marketing Services Statement of Work governed by Master Services and Linking Agreement between Toshiba America Information Systmets, Inc. and Synacor, Inc. dated December 22, 2014	10-K/A	001-33843	3/13/2015	10.12.9	
10.9.10 †	Amendment #7 to Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc., effective September 15, 2015	10-Q	001-33843	11/17/2015	10.2	
10.10.1 †	Google Services Agreement between Google Inc. and Synacor, Inc. dated March 1, 2011	S-1/A	333-178049	2/1/2012	10.13.1	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
10.10.2 †	Amendment Number One to Google Services Agreement between Google Inc. and Synacor, Inc. dated July 1, 2011	S-1/A	333-178049	12/29/2011	10.13.2	
10.10.3 †	Amendment Number Two to Google Services Agreement between Google Inc. and Synacor, Inc. dated May 1, 2012	10-Q	001-33843	8/13/2013	10.1.1	
10.10.4 †	Amendment Number Three to Google Services Agreement between Google Inc. and Synacor, Inc. dated May 1, 2013	10-Q	001-33843	8/13/2013	10.1.2	
10.10.5 †	Amendment Number Four to Google Services Agreement between Google Inc. and Synacor, Inc. dated March 1, 2014	10-Q	001-33843	5/15/2014	10.1	
10.10.6 †	Amendment Number Five to Google Services Agreement between Google Inc. and Synacor, Inc. dated August 1, 2014	10-K/A	001-33843	3/13/2015	10.13.6	
10.10.7 †	Amendment Number Six to Google Services Agreement between Google Inc. and Synacor, Inc. dated January 1, 2015	10-Q	001-33843	5/14/2015	10.1	
10.11.1	Sublease dated March 3, 2006 between Ludlow Technical Products Corporation and Synacor, Inc.	S-1	333-178049	11/18/2011	10.14.1	
10.11.2	First Amendment to Sublease dated September 25, 2006	S-1	333-178049	11/18/2011	10.14.2	
10.11.3	Second Amendment to Sublease dated February 27, 2007	S-1	333-178049	11/18/2011	10.14.3	
10.11.4	Third Amendment to Sublease dated June 30, 2010					X
10.11.5	Fourth Amendment to Sublease dated May 21, 2013					X
10.11.6	Fifth Amendment to Sublease dated July 10, 2013					X
10.11.7	Sixth Amendment to Sublease dated February 8, 2016					X

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
10.12.1*	Letter Agreement dated March 1, 2008 with Jordan Levy	S-1/A	333-178049	1/30/2012	10.15.1	
10.12.2*	Letter Agreement dated June 23, 2009 with Jordan Levy	S-1/A	333-178049	1/30/2012	10.15.2	
10.12.3*	Letter Agreement dated March 1, 2008 with George G. Chamoun	S-1/A	333-178049	1/30/2012	10.15.5	
10.12.4*	Letter Agreement dated June 23, 2009 with George G. Chamoun	S-1/A	333-178049	1/30/2012	10.15.6	
10.13*	Form of Common Stock Repurchase Agreement	S-1/A	333-178049	1/30/2012	10.16	
10.14.1 †	Master Services Agreement between Verizon Corporate Services Group Inc. and Synacor, Inc. dated July 25, 2011	10-K	001-33843	3/26/2013	10.17.1	
10.14.2 †	Amendment #1 to Master Services Agreement between Verizon Corporate Services Group Inc. and Synacor, Inc. dated December 20, 2012	10-K	001-33843	3/26/2013	10.17.2	
10.14.3 †	Amendment #2 to Master Services Agreement between Verizon Corporate Services Group, Inc. and Synacor, Inc. dated April 1, 2013	10-Q	001-33843	8/13/2013	10.3	
10.14.4 †	Amendment #3 to Master Services Agreement between Verizon Corporate Services Group, Inc. and Synacor, Inc. dated June 6, 2014	10-Q	001-33843	8/14/2014	10.1	
10.15.1*	Special Purpose Recruitment Plan	Schedule 14A	001-33843	4/5/2013	App. A	
10.15.2*	Form of Stock Option Agreement (Early Exercise) under Special Purpose Recruitment Plan	10-Q	001-33843	8/13/2013	10.5	
10.16.1	Loan and Security Agreement between Silicon Valley Bank and Synacor, Inc. dated September 27, 2013	10-Q	001-33843	11/14/2013	10.1	
10.16.2	First Amendment to the Loan and Security Agreement between Silicon Valley Bank and Synacor, Inc. dated October 28, 2014	10-K	001-33843	3/12/2015	10.20.2	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
10.16.3	Joinder to Loan and Security Agreement among Silicon Valley Bank, Synacor, Inc., and NTV Internet Holdings, LLC dated April 13, 2015					X
10.16.4	Second Amendment to Loan and Security Agreement among Silicon Valley Bank, Synacor, Inc., NTV Internet Holdings, LLC and SYNC Holdings, LLC dated September 25, 2015	10-Q	001-33843	11/17/2015	10.3	
10.16.5	Joinder to Loan and Security Agreement among Silicon Valley Bank, Synacor, Inc., NTV Internet Holdings, LLC and SYNC Holdings, LLC dated September 25, 2015					X
10.16.6	Third Amendment to Loan and Security Agreement among Silicon Valley Bank, Synacor, Inc., NTV Internet Holdings, LLC and SYNC Holdings, LLC dated October 28, 2015					X
10.17.1*	Employment Letter Agreement with Himesh Bhise dated August 4, 2014	10-Q	001-33843	11/14/2014	10.1.1	
10.17.2*	Stock Option Agreement with Himesh Bhise granted on August 4, 2014	10-Q	001-33843	11/14/2014	10.1.2	
21.1	List of subsidiaries					X
23.1	Consent of Deloitte & Touche LLP					X
24.1	Power of Attorney (contained in the signature page of this Annual Report on Form 10-K)					X
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
32.1 ‡	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					
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase					X
101.LAB	XBRL Taxonomy Extension Label Linkbase					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase					X

Notes:

* Indicates management contract or compensatory plan or arrangement.

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

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

‡ This certification is not deemed “filed” for purposes of Section 18 of the Securities Exchange Act, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent that Synacor, Inc. specifically incorporates it by reference.

INDEX TO THE FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Synacor, Inc.
Buffalo, New York

We have audited the accompanying consolidated balance sheets of Synacor, Inc. and subsidiaries (the "Company") as of December 31, 2014 and 2015, and the related consolidated statements of operations, comprehensive loss, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion . An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Synacor, Inc. and subsidiaries as of December 31, 2014 and 2015, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche LLP

Williamsville, New York
March 21, 2016

SYNACOR, INC.
CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2014 AND 2015
(In thousands except for share and per share data)

	2014	2015
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 25,600	$ 15,697
Accounts receivable—net of allowance of $388 and $372	20,479	24,341
Prepaid expenses and other current assets	2,292	3,290
Total current assets	48,371	43,328
PROPERTY AND EQUIPMENT—Net	15,128	14,377
GOODWILL	1,565	15,187
INTANGIBLE ASSETS	—	14,798
INVESTMENTS	1,073	1,000
OTHER LONG-TERM ASSETS	101	336
TOTAL ASSETS	$ 66,238	$ 89,026
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 12,545	$ 9,004
Accrued expenses and other current liabilities	7,761	9,765
Current portion of deferred revenue	642	11,295
Current portion of capital lease obligations	1,150	1,574
Total current liabilities	22,098	31,638
LONG-TERM PORTION OF CAPITAL LEASE OBLIGATIONS	1,383	1,007
LONG-TERM DEBT	—	5,000
DEFERRED REVENUE	—	3,225
OTHER LONG-TERM LIABILITIES	275	2,052
Total liabilities	23,756	42,922
COMMITMENTS AND CONTINGENCIES (Note 8)		
STOCKHOLDERS' EQUITY:		
Preferred stock, $0.01 par value—10,000,000 shares authorized, no shares issued and outstanding at December 31, 2014 and 2015	—	—
Common stock, $0.01 par value—100,000,000 authorized, 27,944,853 issued and 27,391,709 shares outstanding at December 31, 2014 and 30,636,327 issued and 29,983,279 shares outstanding at December 31, 2015	279	306
Treasury stock—at cost, 553,144 shares at December 31, 2014 and 653,048 shares at December 31, 2015	(1,142)	(1,332)
Additional paid-in capital	105,961	113,238
Accumulated deficit	(62,636)	(66,110)
Accumulated other comprehensive income	20	2
Total stockholders' equity	42,482	46,104
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 66,238	$ 89,026

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

SYNACOR, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2013, 2014 AND 2015
(In thousands except for share and per share data)

	2013	2014	2015
REVENUE	$ 111,807	$ 106,579	$ 110,245
COSTS AND OPERATING EXPENSES:			
Cost of revenue (exclusive of depreciation and amortization shown separately below)	59,622	57,939	54,423
Technology and development (exclusive of depreciation and amortization shown separately below)	28,458	26,259	20,007
Sales and marketing	8,124	10,807	16,272
General and administrative (exclusive of depreciation and amortization shown separately below)	11,663	14,249	15,543
Depreciation and amortization	4,650	5,126	6,901
Gain on sale of domain	—	(1,000)	—
Total costs and operating expenses	112,517	113,380	113,146
LOSS FROM OPERATIONS	(710)	(6,801)	(2,901)
OTHER EXPENSE	(37)	(28)	(16)
INTEREST EXPENSE	(193)	(218)	(245)
LOSS BEFORE INCOME TAXES AND EQUITY INTEREST	(940)	(7,047)	(3,162)
(BENEFIT) PROVISION FOR INCOME TAXES	(134)	4,821	239
LOSS IN EQUITY INTEREST	(561)	(1,063)	(73)
NET LOSS	$ (1,367)	$ (12,931)	$ (3,474)
NET LOSS PER SHARE:			
Basic	$ (0.05)	$ (0.47)	$ (0.12)
Diluted	$ (0.05)	$ (0.47)	$ (0.12)
WEIGHTED AVERAGE SHARES USED TO COMPUTE NET LOSS PER SHARE:			
Basic	27,306,882	27,389,793	28,213,838
Diluted	27,306,882	27,389,793	28,213,838

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

SYNACOR, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2013, 2014 AND 2015
(In thousands)

	2013	2014	2015
Net loss	$ (1,367)	$ (12,931)	$ (3,474)
Other comprehensive income (loss):			
Change in foreign currency translation adjustment, net of tax	8	18	(18)
Comprehensive loss	$ (1,359)	$ (12,913)	$ (3,492)

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

SYNACOR, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2013, 2014 AND 2015
(In thousands except for share data)

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Shares	Amount				
BALANCE—January 1, 2013	27,517,665	$ 275	(319,500)	$ (569)	$ 99,449	$ (48,338)	$ (6)	$ 50,811
Exercise of common stock options	166,933	2	—	—	193	—	—	195
Stock-based compensation cost	—	—	—	—	2,584	—	—	2,584
Net loss	—	—	—	—	—	(1,367)	—	(1,367)
Other comprehensive income	—	—	—	—	—	—	8	8
BALANCE—December 31, 2013	27,684,598	277	(319,500)	(569)	102,226	(49,705)	2	52,231
Exercise of common stock options	246,880	2	—	—	66	—	—	68
Stock-based compensation cost	—	—	—	—	3,669	—	—	3,669
Vesting of restricted stock units	13,375	—	—	—	—	—	—	—
Treasury stock withheld to cover tax liability	—	—	(4,594)	(11)	—	—	—	(11)
Purchase of treasury stock	—	—	(229,050)	(562)	—	—	—	(562)
Net loss	—	—	—	—	—	(12,931)	—	(12,931)
Other comprehensive income	—	—	—	—	—	—	18	18
BALANCE—December 31, 2014	27,944,853	279	(553,144)	(1,142)	105,961	(62,636)	20	42,482
Exercise of common stock options	36,135	—	—	—	70	—	—	70
Stock and warrants issued in acquisition	2,400,000	24	—	—	3,936	—	—	3,960
Stock-based compensation cost	—	—	—	—	3,271	—	—	3,271
Vesting of restricted stock units	255,339	3	—	—	—	—	—	3
Treasury stock withheld to cover tax liability	—	—	(99,904)	(190)	—	—	—	(190)
Net loss	—	—	—	—	—	(3,474)	—	(3,474)
Other comprehensive loss	—	—	—	—	—	—	(18)	(18)
BALANCE—December 31, 2015	30,636,327	$ 306	(653,048)	$ (1,332)	$ 113,238	$ (66,110)	$ 2	$ 46,104

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

SYNACOR, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2013, 2014 AND 2015
(In thousands)

	2013	2014	2015
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (1,367)	$ (12,931)	$ (3,474)
Adjustments to reconcile net loss to net cash and cash equivalents provided (used) by operating activities:			
Depreciation and amortization	4,650	5,126	6,901
Stock-based compensation expense	2,561	3,595	3,115
Gain on sale of domain	—	(1,000)	—
Change in provision for deferred income taxes	(243)	4,769	—
Loss in equity interest	561	1,063	73
Change in assets and liabilities:			
Accounts receivable, net	1,055	(5,910)	(362)
Prepaid expenses and other current assets	189	(367)	(547)
Other long-term assets	220	247	(167)
Accounts payable	(527)	(359)	(3,579)
Accrued expenses and other current liabilities	(2,205)	2,665	2,090
Deferred revenue	—	—	3,478
Other long-term liabilities	334	(207)	122
Net cash provided (used) by operating activities	5,228	(3,309)	7,650
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(5,920)	(4,982)	(3,236)
Investment in equity interest	(926)	(772)	—
Proceeds from sale of domain	—	1,000	—
Acquisition net of cash acquired	(1,011)	—	(17,260)
Purchase of convertible promissory note	(1,000)	—	—
Net cash used by investing activities	(8,857)	(4,754)	(20,496)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from bank financing			5,000
Repayments on capital lease obligations	(2,121)	(2,258)	(1,442)
Proceeds from exercise of common stock options	195	68	70
Purchase of treasury stock and shares received to satisfy minimum tax withholdings	—	(562)	(190)
Deferred acquisition payment			(495)
Net cash (used) provided by financing activities	(1,926)	(2,752)	2,943
Effect of exchange rate changes on cash and cash equivalents	8	18	—
NET DECREASE IN CASH AND CASH EQUIVALENTS	(5,547)	(10,797)	(9,903)
CASH AND CASH EQUIVALENTS—Beginning of year	41,944	36,397	25,600
CASH AND CASH EQUIVALENTS—End of year	$36,397	$ 25,600	$ 15,697
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid for interest	$ 165	$ 219	$ 212
Cash paid for income taxes	$ 140	$ 112	$ 210
SUPPLEMENTAL DISCLOSURES OF NON-CASH INVESTING AND FINANCING TRANSACTIONS:			
Property, equipment and service contracts financed under capital lease obligations	$ 1,039	$ 1,961	$ 1,173
Contingent consideration	$ 495	$ —	$ 1,600
Fair value of common stock and warrants in acquisition	$ —	$ —	$ 3,960
Accrued property and equipment expenditures	$ 719	$ 117	$ 21
Stock-based compensation capitalized to property and equipment	$ —	$ 74	$ 159

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

SYNACOR, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2014 AND 2015, AND
FOR THE YEARS ENDED DECEMBER 31, 2013, 2014 AND 2015

1. THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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, and enterprises. Synacor delivers engaging, multiscreen experiences and advertising to their consumers that require scale, actionable data and sophisticated implementation.

Basis of Presentation —The 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.

Accounts Receivable —The Company records accounts receivable at the invoiced amount and does not charge interest on past due invoices. An allowance for doubtful accounts is maintained to reserve for potentially uncollectible accounts receivable. The Company reviews its accounts receivable from customers that are past due to identify specific accounts with known disputes or collectability issues. In determining the amount of the reserve, the Company makes judgments about the creditworthiness of customers based on ongoing credit evaluations.

Property and Equipment —Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Leasehold improvements	3–10 years
Computer hardware	5 years
Computer software	3 years
Furniture and fixtures	7 years
Other	3–5 years

Leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the assets.

Long-Lived Assets —The Company reviews the carrying value of its long-lived assets, exclusive of goodwill, for impairment whenever events or changes in circumstances indicate that the carrying value of these assets may not be recoverable. For purposes of evaluating and measuring impairment, the Company groups a long-lived asset or assets with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to future undiscounted net cash flows expected to be generated by the assets. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. There have been no material impairments to long-lived assets in any of the years presented.

The components and estimated economic lives of our amortizable intangible assets were as follows as of December 31, 2014 and 2015:

	Estimated Economic Life	2014	2015
		(Dollars in thousands)	
Gross amortizable intangible assets:			
Customer relationships	10 years	$ —	$13,400
Trademark	5 years	—	300
Developed technology	5 years	—	1,600
Total gross amortizable intangible assets		—	15,300
Accumulated amortization:			
Customer relationships		—	(391)
Trademark		—	(18)
Developed technology		—	(93)
Total accumulated amortization		—	(502)
Amortizable intangible assets, net		$ —	$14,798

Future amortization expense of amortizable intangible assets will be approximately $1,720 in each of years ending December 31, 2016 through 2020, respectively, and $6,198 thereafter.

Goodwill —Goodwill represents the excess of the purchase price over the fair value of the net tangible and intangible assets acquired in a business combination. Goodwill is not amortized, but is tested for impairment on an annual basis and more frequently if impairment indicators are present. Goodwill is considered impaired if the carrying value of the reporting unit exceeds its estimated fair value. The Company has determined it is a single reporting unit, and estimates its fair value using a market approach. If the carrying value of the reporting unit were to exceed its estimated fair value, the second step of the goodwill impairment test is performed by comparing the carrying value of the goodwill in the reporting unit to its implied fair value. An impairment charge would then be recognized for the excess of the carrying value of goodwill over its implied estimated fair value. The Company conducts its annual goodwill impairment test as of October 1st. For the years ended December 31, 2013, 2014 and 2015, the Company determined goodwill was not impaired.

The change in goodwill is as follows (in thousands) for the year ended December 31, 2015:

	Years Ended December 31,	
	2014	2015
At December 31, 2014	$ 1,565	$ 1,565
Zimbra acquisition related goodwill (Note 2)	—	13,622
At December 31, 2015	$ 1,565	$ 15,187

Revenue Recognition —The Company derives revenue from two categories: revenue generated from our Managed Portals and Advertising activities and Recurring and Fee-Based revenue, each of which is described below. Advertising and Recurring and Fee-Based revenue are recognized when the following criteria are met: persuasive evidence of an arrangement exists; delivery has occurred; the selling price is fixed or determinable; and collectability is reasonably assured. The following table shows the revenue in each category for the years ended December 31, 2013, 2014 and 2015 (in thousands):

	Year Ended December 31,		
	2013	2014	2015
Search and digital advertising	$ 90,447	$ 83,906	$ 78,316
Recurring and fee-based	21,360	22,673	31,929
Total revenue	$ 111,807	$ 106,579	$ 110,245

The Company uses internet advertising to generate revenue from the traffic on its Managed Portals categorized as search advertising and digital advertising.

- In the case of search advertising, the Company has a revenue-sharing relationship with Google, pursuant to which it includes a Google-branded search tool on its Managed Portals. When a consumer makes a search query using this tool, the Company delivers 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 the Company, which is recognized as revenue.
- Digital advertising includes video, image and text advertisements delivered on one of the Company's Managed Portals. Advertising inventory is filled with advertisements sourced by the Company's direct sales force, independent advertising sales representatives, and also advertising network partners. Revenue is generated for the Company 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 per-impression or per-action basis. Revenue is recognized as the impressions are delivered or the actions occur, according to contractual rates.

Recurring and Fee-Based revenue represents subscription fees and other fees that the Company receives from customers for the use of its proprietary technology, including the use of, or access to, email, video solutions, 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 is recognized from customers as the services are delivered.

The Company evaluates its relationship between search and digital advertising revenue and its Managed Portal customers in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 605-45, *Principal Agent Considerations* . The Company has determined that the search and digital advertising revenue derived from the internet traffic on Managed Portals is reported on a gross basis because the Company is the primary obligor (Synacor is responsible to its customers for fulfilling search and digital advertising services and premium and other services), is involved in the service specifications, performs part of the service, has discretion in supplier selection, has latitude in establishing price and bears credit risk.

Certain Recurring and Fee-Based revenue is derived from the sale of software licenses on a perpetual or subscription basis, for which revenue is recognized upon receipt of an external agreement and delivery of the software, provided the fees are fixed and determinable, and collection is probable. For agreements that include one or more elements to be delivered at a future date, revenue is recognized using the residual method, under which the vendor-specific objective evidence ("VSOE") of fair value of the undelivered elements is deferred, and

the remaining portion of the agreement fee is recognized as license revenue. VSOE of fair value is based on the Company's pricing for products and services when sold separately and, for support services, is measured by the renewal rate. If VSOE of fair value has not been established for certain undelivered elements, revenue is deferred until those elements have been delivered or their fair values have been determined.

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 where the Company is 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 the Company's data center facilities. Royalty costs consist of amounts due to other parties for sale of mailboxes with third party technology enabled. Product support costs consist of employee and operating costs directly related to the Company's maintenance and professional services support.

Concentrations of Risk —As of December 31, 2014 and 2015, and for the years ended December 31, 2013, 2014 and 2015 the Company had concentrations equal to or exceeding 10% of the Company's accounts receivable and revenue as follows:

	Accounts Receivable	
	2014	2015
Google	23%	14%
Portal Customer	12%	*
Advertising Customer	11%	*

* - less than 10%

	Revenue		
	2013	2014	2015
Google	51%	42%	28%

For the years ended December 31, 2013, 2014 and 2015, the following customers received revenue-share payments equal to or exceeding 10% of the Company's cost of revenue.

	Cost of Revenue		
	2013	2014	2015
Customer A	22%	22%	26%
Customer B	13%	12%	10%
Customer C	12%	10%	*
Customer D	11%	12%	*

* - less than 10%

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and cash equivalents. The Company places its cash primarily in checking and money market accounts with high credit quality financial institutions, which, at times, have exceeded federally insured

limits of $0.25 million. Although the Company maintains balances that exceed the federally insured limit, it has not experienced any losses related to these balances and believes credit risk to be minimal.

Software Development Costs —Costs incurred during the preliminary project stage for internal software programs are expensed as incurred. External and internal costs incurred during the application development stage of new software development as well as for upgrades and enhancements for software programs that result in additional functionality are capitalized. In 2013, 2014 and 2015, the Company incurred $3.0 million, $3.4 million and $2.8 million of combined internal and external costs related to the application development stage. Internal and external training and maintenance costs are expensed as incurred.

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 the Company's products, equipment and related infrastructure.

Sales and Marketing —Sales and marketing expenses consist primarily of compensation-related expenses to the Company's direct sales and marketing personnel, as well as costs related to advertising, industry conferences, promotional materials, and other sales and marketing programs. Advertising costs are 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.

Sale of Domain —In June 2014, the Company executed a transaction to sell a domain name of its legacy business. The sale amounted to $1.0 million and the entire amount was recorded as a gain on the sale in the accompanying consolidated statement of operations for the year ended December 31, 2014. The sale was unique to 2014 and no such transactions occurred in the comparative periods.

Earnings (Loss) Per Share —Basic earnings (loss) per share ("EPS") is calculated in accordance with FASB ASC 260, *Earnings per Share* , using the weighted average number of common shares outstanding during each period. Diluted EPS assumes the conversion, exercise or issuance of all potential common stock equivalents unless the effect is to reduce a loss or increase the income per share. For purposes of this calculation, stock options, warrants and restricted stock units ("RSUs") are considered to be potential common shares and are only included in the calculation of diluted earnings (loss) per share when their effect is dilutive.

Stock-Based Compensation —The Company records compensation costs related to stock-based awards in accordance with FASB ASC 718, *Compensation —Stock Compensation* . Under the fair value recognition provisions of ASC 718, the Company measures stock-based compensation cost at the grant date based on the estimated fair value of the award. Compensation cost is recognized ratably over the requisite service period of the award. The Company utilizes the Black-Scholes option-pricing model to estimate the fair value of stock options granted. The amount of stock-based compensation expense recognized during a period is based on the portion of the awards that are ultimately expected to vest. The Company estimates pre-vesting forfeitures at the time of grant by analyzing historical data and revises those estimates in subsequent periods if actual forfeitures differ from those estimates. The total expense recognized over the vesting period will only be for those awards that ultimately vest.

Rights Plan —On July 14, 2014 the board of directors declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of the Company's common stock and adopted a stockholder rights plan (the "Rights Plan"). The Rights were issued on July 14, 2014 to the stockholders of record at the close of business on that date. Each Right allows its holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock (a " Series A Junior Preferred Share") for $10.00 per share (the "Exercise Price"), if the Rights become exercisable. This portion of a Series A Junior Preferred Share will give

the stockholder approximately the same dividend, voting, and liquidation rights as would one share of common stock. Prior to exercise, the Right does not give its holder any dividend, voting, or liquidation rights. On July 14, 2014, in conjunction with the adoption of the Rights Plan, the Company designated 2,000,000 shares of its Preferred Stock as Series A Junior Participating Preferred Stock.

The Rights will not be exercisable until 10 days after the public announcement that a person or group has become an "Acquiring Person" by obtaining beneficial ownership of 10% or more of the Company's outstanding common stock (the "Distribution Date"). If a person or group becomes an Acquiring Person, each Right will entitle its holder (other than such Acquiring Person) to purchase for $10.00 per share, a number of shares of the Company's common stock having a market value of twice such price based on the market price of the common stock prior to such acquisition. Additionally, if the Company is acquired in a merger or similar transaction after the Distribution Date, each Right will entitle its holder (other than such Acquiring Person) to purchase for $10.00 per share, a number of shares of the acquiring corporation with a market value of $20.00 per share based on the market price of the acquiring corporation's stock, prior to such merger. In addition, at any time after a person or group becomes an Acquiring Person, but before such Acquiring Person or group owns 50% or more of the Company's common stock, the board of directors may exchange one share of the Company's common stock for each outstanding Right (other than Rights owned by such Acquiring Person, which would have become void). An Acquiring Person will not be entitled to exercise the Rights.

On April 20, 2015, The Company's stockholders ratified the Rights Plan. It will expire on July 14, 2017.

On August 18, 2015, the Company amended the definition of "Acquiring Person" to provide that (i) issuances of securities under plans, contracts or arrangements approved by the board of directors or its compensation committee as compensation for service as a director, employee or consultant of Synacor or any of its subsidiaries will not trigger the exercisability of the Rights and (ii) issuances of securities in consideration for the acquisition of assets or a business in a transaction approved by the board of directors will not trigger the exercisability of the Rights.

Business Combinations —The Company records its business combinations under the acquisition method of accounting. Under the acquisition method of accounting, the Company allocates the purchase price of each acquisition to the tangible and identifiable intangible assets acquired and liabilities assumed based on their respective fair values at the date of acquisition. The fair value of identifiable intangible assets is based upon detailed valuations that use various assumptions made by management. Any excess of the purchase price over the fair value of net tangible and identifiable intangible assets acquired is allocated to goodwill. All direct acquisition-related costs are expensed as incurred.

The following methodology and assumptions are considered relevant to the fair value judgments related to acquired intangible assets and assumed liabilities:

- Technology and Trademark intangible assets—valued based on discounted cash flows using the relief from royalty method (a form of an income approach)
- Customer Relationship—valued based on a multi-period excess earnings method (a form on an income approach)
- Deferred Revenue—valued based on a cost approach using estimated costs to be incurred in connection with the continuing legal obligation associated with acquired contracts plus a reasonable profit margin.

Business assumptions, such as projections of revenue, costs to fulfill acquired contracts, applicable royalty rates, and future profitability are key assumptions included in the methods described above.

In circumstances where an acquisition involves a contingent consideration arrangement, the Company recognizes a liability equal to the fair value of the contingent payments it expects to make as of the acquisition date. The Company remeasures this liability each reporting period and records changes in the fair value through

other expense in the consolidated statement of operations. Increases or decreases in the fair value of the contingent consideration liability can result from changes in discount periods and rates, as well as changes in the timing, amount of, or the likelihood of achieving the applicable contingent consideration.

Income Taxes —Deferred income tax assets and liabilities are determined based on temporary differences between the financial statement and income tax bases of assets and liabilities and net operating loss ("NOL") and credit carryforwards using enacted income tax rates in effect for the year in which the differences are expected to reverse. A valuation allowance is established to the extent necessary to reduce deferred income tax assets to amounts that more likely than not will be realized.

The Company accounts for uncertain tax positions using a more-likely-than-not recognition threshold based on the technical merits of the tax position taken. Tax benefits that meet the more-likely-than-not recognition threshold should be measured as the largest amount of tax benefits, determined on a cumulative probability basis, which is more likely than not to be realized upon ultimate settlement in the financial statements. It is the Company's policy to recognize interest and penalties related to income tax matters in income tax expense. As of December 31, 2014 and 2015, accrued interest or penalties related to uncertain tax positions was insignificant.

Reduction In Workforce —On September 28, 2014, the Company's board of directors approved a cost reduction plan. The plan involved a reduction in the Company's workforce by approximately 70 employees. The pre-tax severance charge and outplacement services resulting from the reduction in workforce, combined with the Company's separation from its former Chief Operating Officer, amounted to $1.3 million. Of the $1.3 million in costs, $0.5 million was recorded to technology and development, $0.2 million was recorded to sales and marketing and $0.6 million was recorded to general and administrative in the accompanying consolidated statement of operations for the year ended December 31, 2014. As of December 31, 2015, there were no remaining amounts owing under this plan.

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.

Investment — In July 2013, the Company made a $1.0 million investment (in the form of a convertible promissory note) in a privately held Delaware corporation called Blazer and Flip Flops, Inc. ("B&FF" doing business as The Experience Engine). In March 2015, the note was converted into preferred stock of B&FF and is accounted for as a cost method investment. B&FF is a professional services company whose principals have experience integrating its customers' systems with their customers' devices, including smartphones and tablets.

Fair Value Measurements —Fair value measurement standards apply to certain financial assets and liabilities that are measured at fair value on a recurring basis at each reporting period. The fair value of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other current liabilities approximates their carrying value due to their short-term nature. The carrying amounts of the Company's capital leases approximate fair value of these obligations based upon management's best estimates of interest rates that would be available for similar debt obligations at December 31, 2014 and 2015. The carrying value of our long-term debt approximates its fair value due to its variable interest rate. The fair value of accrued contingent consideration recorded by the Company represents the estimated fair value of the contingent consideration the Company expects to pay.

The provisions of ASC 820, *Fair Value Measurements and Disclosures* , establishes a framework for measuring the fair value in accounting principles generally accepted in the U.S. and establishes a hierarchy that categorizes and prioritizes the sources to be used to estimate fair value as follows:

Level 1 —Level 1 inputs are defined as observable inputs such as quoted prices in active markets.

Level 2 —Level 2 inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 —Level 3 inputs are unobservable inputs that reflect the Company's determination of assumptions that market participants would use in pricing the asset or liability. These inputs are developed based on the best information available, including the Company's own data.

Applicable Recent Accounting Pronouncements —In May 2014, the FASB issued Accounting Standards Update No. 2014-09 (ASU 2014-09) *Revenue from Contracts with Customers (Topic 606)* which supersedes the revenue recognition requirements in *Revenue Recognition (Topic 605)* and requires entities 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. ASU 2014-09 (as subsequently amended) is effective for annual reporting periods beginning after December 15, 2017 (beginning in calendar year 2018 for the Company), with earlier application permitted as of annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. The Company is currently in the process of evaluating the impact the adoption of ASU 2014-09 will have on our consolidated financial statements.

In February 2016, the FASB issued Accounting Standards Update No. 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. The Company is currently in the process of evaluating the impact the adoption of ASU 2016-02 will have on its consolidated financial statements. The Company has not yet determined whether it will adopt the standard in advance of the required effective date.

2. ACQUISITION

On August 18, 2015 the Company and Sync Holdings, LLC, its wholly-owned subsidiary, entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with Zimbra, Inc. (now known as TZ Holdings) to acquire certain assets related to TZ Holdings' email/collaboration products and services business, including certain of its wholly-owned foreign subsidiaries. The business acquired by the Company pursuant to the Asset Purchase Agreement is referred to herein as "Zimbra" or the "Purchased Business." The Purchased Business includes software for email/collaboration, calendaring, file sharing, activity streams and social networks, among other things. The Zimbra software is used globally by service providers, governments and companies. The Company completed the acquisition (the "Acquisition") on September 14, 2015 (the "Closing"). Since the closing of the Acquisition, through December 31, 2015, the Purchased Business generated revenue of approximately $7.9 million.

Purchase Price —The total purchase price paid (including the fair value of the contingent consideration described below) for the Purchased Business was approximately $22.9 million. At the Closing, in consideration for the Purchased Business, the Company paid TZ Holdings $17.3 million in cash and issued to TZ Holdings 2.4 million shares of its common stock (such shares, the "Closing Stock Consideration"), valued at $3.1 million,

and warrants to purchase 480,000 shares of common stock (the "Closing Warrants"). Additionally, TZ Holdings is eligible to receive additional consideration, estimated at $2.5 million, consisting of contingent cash consideration, warrants and additional shares of common stock, as described below.

Contingent Consideration —TZ Holdings is eligible to receive up to an additional $2.0 million (the "Earn Out Consideration") in cash upon the satisfaction of certain business performance milestones related to Zimbra after the Closing, subject to and contingent upon any reduction to satisfy indemnification claims (including pending claims), as further described in the Asset Purchase Agreement. The fair value of this contingent consideration was determined to be $1.6 million and is included in consideration paid.

Holdback —In addition to the Earn Out Consideration, the Company has held back an additional 600,000 shares of common stock (the "Holdback Stock" and together with the Closing Stock Consideration, the "Stock Consideration") and warrants to purchase an additional 120,000 shares of common stock (the "Holdback Warrants" and together with the Closing Warrants, the "Warrants") to secure TZ Holdings' indemnification obligations under the Asset Purchase Agreement. Any Holdback Shares and Holdback Warrants not used to satisfy indemnification claims (including pending claims) will be released to TZ Holdings eighteen months following the Closing. The Company recorded the Holdback Stock and the Holdback Warrants based on its estimated fair value at the Closing.

Additionally, the Company has assumed certain obligations of TZ Holdings, including the performance of TZ Holdings' post-closing obligations under contracts assigned to the Company.

Consideration:

Cash consideration	$17,310
Fair value of 2,400,000 shares of common stock issued on September 14, 2015	3,132
Fair value of Closing and Holdback Warrants (warrants to purchase an aggregate of 600,000 shares of common stock)	45
Fair value of the Holdback Stock (600,000 shares of common stock) on September 14, 2015	783
Fair value of contingent consideration	1,600
Total purchase price	$22,870

In connection with the Acquisition, TZ Holdings has agreed not to sell, transfer or otherwise dispose of any portion of the Stock Consideration until the first anniversary of the Closing. Upon the first anniversary of the Closing, the restrictions will lapse with respect to 1/6th of the Stock Consideration, and upon the completion of each of the five months thereafter, the restrictions will lapse with respect to an additional 1/6th of the Stock Consideration. Following the lapse of such restrictions, TZ Holdings may transfer the Stock Consideration solely to its stockholders.

Allocation of Purchase Price —The purchase price allocation was determined in accordance with the accounting treatment of a business combination in accordance with the FASB ASC Topic 805, *Business Combinations* . Under the guidance, the fair value of the consideration was determined and the assets acquired and liabilities assumed have been recorded at their fair values at the date of acquisition. The excess of the purchase price over the estimated fair values has been recorded as goodwill.

The allocation of purchase price to the assets acquired and liabilities assumed as the date of the acquisition is presented in the table below. Management is responsible for determining the fair value of the tangible and identifiable intangible assets acquired and liabilities assumed as of the Closing. Management considered a number of factors, including reference to an analysis under FASB ASC Topic 805 solely for the purpose of allocating the purchase price to the assets acquired and liabilities assumed. The Company's estimates are based

upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable. These valuations require the use of management's assumptions, which would not reflect unanticipated events and circumstances that occur. The purchase price allocation is a preliminary estimate as it is subject to change due to events in the future.

Assets acquired:	
Cash and cash equivalents	$ 50
Accounts receivable	3,500
Prepaid expenses and other current assets	451
Property and equipment	1,194
Other long-term assets	68
Goodwill	13,622
Intangible assets	15,300
Total assets acquired	34,185
Liabilities assumed:	
Accounts payable	134
Accrued expenses and other current liabilities	409
Deferred revenue	10,400
Capital lease obligations	317
Other long-term liabilities	55
Total liabilities assumed	11,315
Net assets acquired	$22,870

While the Company uses its best estimates and assumptions as part of the purchase price allocation process to value the assets acquired and liabilities assumed, the purchase price allocation is preliminary and could change during the measurement period (not to exceed one year) if new information is obtained about the facts and circumstances that existed as of the date of Closing that, if known, would have resulted in the recognition of additional or changes in the value of the assets and liabilities presented in the purchase price allocation.

During the fiscal year 2015, acquisition costs of $0.5 million were recorded in general and administrative expenses in the consolidated statement of operations.

Technology —The Purchased Business includes has an open-source integrated collaboration software suite with secure email/collaboration, calendaring and related services. The Zimbra software is used by over 100 million paid users in on-premises, public and private cloud deployments. The valuation of these assets was based on the estimated discounted cash flows using the relief from royalty method, a form of the income approach. The fair value of technology at date of acquisition was $1.6 million and has an amortization period of 5 years.

Trademark —Among the assets Synacor acquired was the "Zimbra" trademark. The valuation of this asset was based on the estimated discounted cash flows using the relief from royalty method, a form of the income approach. The fair value of the trademark at the date of acquisition was $0.3 million and has an amortization period of 5 years.

Customer Relationships —Through Zimbra, Synacor has acquired a diverse set of customer relationships. The majority of Zimbra revenue is related to geographies outside of North America. The largest customer segment is Internet Service Providers (ISPs), while smaller but still important verticals include small-to-medium businesses and the government/non-profit sector. Zimbra makes direct sales to ISPs as well as indirect sales through an extensive global channel of reseller and service-provider partners. The fair value of

customer lists was determined using the multi-period excess-earnings method, a form of the income approach. The fair value of customer relationships at date of acquisition was $13.4 million and has an amortization period of 10 years.

Deferred Revenue —The deferred revenue obligation assumed by Synacor is associated with maintenance and support, licenses and professional services. Synacor accounted for the acquired deferred revenue at its acquisition date fair value, which was determined utilizing the cost approach. The cost approach was based upon management's assessment of the cost to be incurred in connection with the continuing legal obligation associated with the acquired contracts plus a reasonable profit margin. The fair value of deferred revenue at date of acquisition was $10.4 million.

Goodwill —The excess of the purchase price over the fair value of net tangible and intangible assets acquired and liabilities assumed was allocated to goodwill. Various factors contributed to the establishment of goodwill, including: the value of Zimbra's trained workforce; the incremental value that Zimbra's technology will bring to the Company; and the expected revenue growth over time that is attributable to increased market penetration from future products and customers. The goodwill acquired in connection with the Acquisition is deductible for tax purposes.

Pro Forma Results —The following unaudited pro forma information presents the combined results of operations as if the acquisition of Zimbra had been completed on January 1, 2014, the beginning of the comparable prior annual reporting period. The unaudited pro forma results include adjustments to reflect: (i) the carve-out of revenue and expenses relating to the portion of the Zimbra business not acquired; (ii) the elimination of depreciation and amortization from Zimbra's historical financial statements and the inclusion of depreciation and amortization based on the fair values of acquired property, plant and equipment and intangible assets; (iii) the fair value of deferred revenue liabilities assumed; (iv) recognition of the post-acquisition share-based compensation expense related to stock options that were granted to Zimbra employees who accepted employment with Synacor; (v) the elimination of intercompany revenue and expenses between Zimbra and Synacor; and (iv) the elimination of acquisition-related expenses.

The unaudited pro forma results do not reflect any cost saving synergies from operating efficiencies or the effect of the incremental costs incurred in integrating the two companies. Accordingly, these unaudited pro forma results are presented for informational purpose only and are not necessarily indicative of what the actual results of operations of the combined company would have been if the acquisition had occurred at the beginning of the period presented, nor are they indicative of future results of operations

Set forth below is the unaudited pro forma consolidated results of operations of the Company and Zimbra as if the Acquisition occurred as of January 1, 2014 (in thousands, except per share amounts):

	Years Ended December 31,	
	2014	2015
Revenue	$ 134,207	$ 130,077
Operating loss	$ (9,485)	$ (2,944)
Net loss	$ (16,017)	$ (4,608)
Net loss per share:		
Basic	$ (0.54)	$ (0.16)
Diluted	$ (0.54)	$ (0.16)

3. PROPERTY AND EQUIPMENT—NET

As of December 31, 2014 and 2015, property and equipment, net consisted of the following (in thousands):

	2014	2015
Computer equipment	$ 21,194	$ 23,324
Computer software	10,741	12,748
Furniture and fixtures	1,847	1,945
Leasehold improvements	1,389	1,532
Work in process	1,203	2,065
Other	173	252
	36,547	41,866
Less accumulated depreciation	(21,147)	(27,489)
Total property and equipment—net	$ 15,128	$ 14,377

Property and equipment includes computer equipment and software held under capital leases of approximately $4.8 million and $4.1 million as of December 31, 2014 and 2015, respectively. Accumulated depreciation of computer equipment and software held under capital leases amounted to $2.7 million and $1.8 million as of December 31, 2014 and 2015, respectively.

Depreciation expense was $4.7 million, $5.1 million, and $6.4 million for the years ended December 31, 2013, 2014, and 2015, respectively.

4. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

As of December 31, 2014 and 2015, accrued expenses and other current liabilities consisted of the following (in thousands):

	2014	2015
Accrued compensation	$ 4,066	$ 6,112
Accrued content fees	1,745	1,964
Accrued business acquisition consideration	495	—
Other	1,455	1,689
Total	$ 7,761	$ 9,765

5. LONG-TERM DEBT

In September 2013, the Company entered into a Loan and Security Agreement, with Silicon Valley Bank (“SVB”), which was most recently amended in February 2016 (as amended, the “Loan Agreement”). The Loan Agreement provides for a $12.0 million secured revolving line of credit with a stated maturity of September 27, 2017. The credit facility is available for cash borrowings, subject to a formula based upon eligible accounts receivable. As of December 31, 2015, $5.0 million was outstanding under the Loan Agreement; and subject to the operation of the borrowing formula, an additional $7.0 million was available for draw under the Loan Agreement.

Borrowings under the Loan Agreement bear interest, at the Company’s election, at an annual rate of either 1.00% above the “prime rate” as published in The Wall Street Journal or LIBOR for the relevant period plus 3.50%. 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.

The Company's obligations to SVB 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, SVB 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 December 31, 2015, the Company was in compliance with the covenants.

6. INCOME TAXES

Loss from continuing operations before income taxes included income from domestic operations of $(1.1) million, $(7.1) million and $(2.9) million for the years ended December 31, 2013, 2014 and 2015, and income from foreign operations of $0.2 million, $0.1 million $(0.3) million for the years ended December 31, 2013, 2014 and 2015.

The (benefit) provision for income taxes for the years ended December 31, 2013, 2014 and 2015, comprised the following (in thousands):

	2013	2014	2015
Current:			
United States Federal	$ 16	$ 21	$ (1)
State	22	24	45
Foreign	71	7	195
Total current provision for income taxes	109	52	239
Deferred:			
United States Federal	(119)	4,135	—
State	(97)	634	—
Foreign	(27)	—	—
Net deferred (benefit) provision for income taxes	(243)	4,769	—
Total (benefit) provision for income taxes	$ (134)	$ 4,821	$ 239

The income tax effects of significant temporary differences and carryforwards that give rise to deferred income tax assets and liabilities as of December 31, 2014 and 2015 are as follows (in thousands):

	2014	2015
Deferred income tax assets:		
Stock and other compensation expense	$ 2,838	$ 3,997
Net operating losses	3,533	3,212
Research and development credits	1,676	1,676
Other federal, state and foreign carryforwards	304	618
Other	294	341
Gross deferred tax assets	8,645	9,844
Valuation allowances	(7,504)	(8,846)
	1,141	998
Deferred income tax liabilities:		
Fixed assets	(457)	(290)
Other	(57)	(81)
Gross deferred tax liabilities	(514)	(371)
Subtotal	627	627
Less unrecognized tax benefit liability related to deferred items	(627)	(627)
Net deferred tax assets	$ —	$ —

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

	2013	2014	2015
Balance—beginning of year	$ 627	$ 627	$ 627
Additions for tax positions of prior years	—	—	—
Reductions for tax positions of prior years	—	—	—
Balance—end of year	$ 627	$ 627	$ 627

The unrecognized tax benefits at the end of 2013, 2014 and 2015 were primarily related to research and development carryforwards.

If the $0.6 million of unrecognized tax benefits as of December 31, 2015 were recognized, approximately $0.6 million would decrease the effective tax rate in the period in which each of the benefits is recognized. The remaining amount would be offset by the reversal of related deferred income tax assets on which an unrecognized tax benefit liability is placed. The Company does not expect any material changes to its unrecognized tax benefits within the next twelve months.

The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. As of December 31, 2014 and 2015, penalties and interest were insignificant.

The Company files income tax returns in the U.S. federal jurisdiction as well as many U.S. states and foreign jurisdictions. The tax years 2004 to 2015 remain open to examination by the major jurisdictions in which the Company is subject to tax. Fiscal years outside the normal statute of limitation remain open to audit by tax authorities due to tax attributes generated in those early years which have been carried forward and may be audited in subsequent years when utilized. The Company is currently not under examination in any major taxing jurisdictions.

Income tax (benefit) expense for the years ended December 31, 2013, 2014 and 2015, differs from the expected income tax (benefit) expense calculated using the statutory U.S. Federal income tax rate as follows (dollars in thousands):

	2013		2014		2015	
Federal income tax (benefit) expense at statutory rate	$ (320)	34%	$ (2,390)	34%	$ (1,075)	34%
State and local taxes—net of federal benefit	(75)	8	(410)	6	30	(1)
Foreign taxes	(3)	—	(1)	—	195	(6)
Valuation allowance	—	—	7,504	(107)	928	(29)
Permanent differences	264	(28)	262	(4)	144	(5)
Other	—	—	(144)	2	17	(1)
Total	$ (134)	14%	$ 4,821	(69)%	$ 239	(8)%

The Company had federal and state NOL carryforwards of approximately $7.9 million and $7.6 million, respectively, at December 31, 2015. In addition, the Company has approximately $2.0 million of NOL carryforwards created by windfall tax benefits relating to stock compensation for which no deferred income tax assets have been recorded in accordance with the rules under FASB ASC 718. The NOLs will begin to expire in 2027. The Company has weighed the positive and negative evidence, including cumulative pre-tax losses, and determined that it is more likely than not that the deferred income tax assets, primarily related to the NOLs, will not be realized and, therefore, a full valuation allowance has been recorded against the net deferred income tax assets as of December 31, 2014 and 2015.

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 operating results and 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. Accordingly, the Company has determined that it has a single reporting segment and operating unit structure.

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

	Years Ended December 31,		
	2013	2014	2015
Revenue:			
United States	$ 111,122	$ 105,872	$ 105,228
International	685	707	5,017
Total revenue	$ 111,807	$ 106,579	$ 110,245

	As of December 31,	
	2014	2015
Long-lived tangible assets:		
United States	$ 14,573	$ 12,909
Canada	502	726
International	53	742
Total long-lived tangible assets	$ 15,128	$ 14,377

8. COMMITMENTS AND CONTINGENCIES

Lease Commitments —The Company leases office space and data center space under operating lease agreements and certain equipment under capital lease agreements with interest rates ranging from 3% to 7%.

Rent expense for operating leases was approximately $1.7 million, $2.5 million and $2.6 million for 2013, 2014 and 2015, respectively.

Lease commitments over the next five years as of December 31, 2015 can be summarized as follows (in thousands):

Years Ending December 31,	Operating Lease Commitments
2016	$ 2,454
2017	1,629
2018	1,422
2019	1,289
2020	367
Total lease commitments	$ 7,161

Years Ending December 31,	Capital Lease Commitments
2016	$ 1,665
2017	734
2018	232
2019	91
2020	8
Total minimum capital lease commitments	2,730
Less-amount representing interest	149
Total capital lease obligations	2,581
Less-current portion of capital lease obligations	1,007
Long-term portion of capital lease obligations	$ 1,574

Contract Commitments —The Company is obligated to make payments under various contracts with vendors and other business partners, principally for revenue-share arrangements. Contract commitments as of December 31, 2015 can be summarized as follows (in thousands):

Years Ending December 31,	Contract Commitments
2016	$ 4,140
2017	2,020
2018	660
2019	660
Total contract commitments	$ 7,480

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. EQUITY

Stock Repurchases —In February 2014, the board of directors approved a Stock Repurchase Program, which authorizes a repurchase of up to $5.0 million worth of the Company's outstanding common stock. The Stock Repurchase Program has no expiration date, and may be suspended or discontinued at any time without notice.

The following table sets forth the shares of common stock repurchased through the program:

	Years Ended December 31,		
	2013	2014	2015
Shares of common stock repurchased	—	229,050	—
Value of common stock repurchased (in thousands)	$ —	$ 562	$ —

Withhold to Cover —During the years ended December 31, 2014 and 2015, certain employees, in lieu of paying withholding taxes on the vesting of certain shares of restricted stock awards, authorized the withholding of shares of the Company's common stock to satisfy their minimum statutory tax withholding requirements related to such vesting. These shares were recorded as treasury stock using the cost method at the per share closing price on the date of vesting. Shares and cost of the Company's common stock withheld to cover minimum statutory tax withholding requirements during the years ended December 31, 2013, 2014 and 2015 were as follows:

	Years Ended December 31,		
	2013	2014	2015
Shares withheld	—	4,594	99,904
Cost (in thousands)	$ —	$ 11	$ 190

Warrants —Warrants to purchase 480,000 shares of common stock were issued as a component of the consideration transferred for the acquisition of the Zimbra assets (see Note 2). These warrants are exercisable at $3.00 per share and have a three-year life.

10. STOCK-BASED COMPENSATION

The fair value of options granted to employees is estimated on the grant date using the Black-Scholes option valuation model. This valuation model for stock-based compensation expense requires the Company to make assumptions and judgments about the variables used in the calculation, including the fair value of the Company's common stock, the expected term (the period of time that the options granted are expected to be outstanding), the volatility of the Company's common stock, a risk-free interest rate and expected dividends. The Company also estimates forfeitures of unvested stock options. To the extent actual forfeitures differ from the estimates, the difference will be recorded as a cumulative adjustment in the period estimates are revised. No compensation cost is recorded for options that do not vest. The Company uses the simplified calculation of expected life described in the SEC's Staff Accounting Bulletin No. 107, *Share-Based Payment* , and volatility is based on the blended average historic price volatility for Synacor Inc. and its industry peers based on daily price observations over a period equivalent to the expected term of the stock option grants. Industry peers consist of several public companies in the technology industry, some larger and some similar in size, at a similar stage of life cycle and having similar financial leverage. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant for periods corresponding with the expected life of the option. The Company uses an expected dividend yield of zero, as it does not anticipate paying any dividends in the foreseeable future. Expected forfeitures are based on the Company's historical experience.

The following table presents the weighted-average assumptions used to estimate the fair value of options granted (excluding replacement options in conjunction with modifications described below) during the periods presented:

	Years Ended December 31,		
	2013	2014	2015
Volatility	59%	58%	52%
Expected dividend yield	— %	— %	— %
Risk-free rate	1.4%	1.9%	1.7%
Expected term (in years)	6.25	6.25	6.25

The Company recorded $2.6 million, $3.6 million, and $3.1 million of stock-based compensation expense for the years ended December 31, 2013, 2014, and 2015, respectively. 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 consolidated statements of operations for the years ended December 31, 2013, 2014 and 2015, is as follows (in thousands):

	Years Ended December 31,		
	2013	2014	2015
Technology and development	$ 1,184	$ 1,621	$ 936
Sales and marketing	348	599	942
General and administrative	1,029	1,375	1,237
Total stock-based compensation expense	$ 2,561	$ 3,595	$ 3,115

Equity Incentive Plans —The Company has four stock option plans (the 2000 Stock Plan, the 2006 Stock Plan, the 2012 Equity Incentive Plan and the Special Purpose Recruitment Plan), which, as of December 31, 2015, authorize the Company to grant up to 10,118,056 stock options (ISOs and NSOs), stock appreciation rights, restricted stock, RSUs and performance cash awards. The ISOs and NSOs will be granted at a price per share not less than the fair value of the Company's common stock at the date of grant. Options granted to date generally vest over a four-year period with 25 % vesting at the end of one year and the remaining 75% vesting monthly thereafter. Options granted generally are exercisable up to 10 years. RSUs generally vest over a three year period with one-sixth vesting at the end of each six month period.

Special Purpose Recruitment Plan —During 2013, our shareholders approved the Special Purpose Recruitment Plan from which equity compensation awards are granted to newly-hired employees. One million shares of common stock are reserved for issuance under this plan.

Stock Option Activity —A summary of stock option activity for the year ended December 31, 2015 is as follows:

	Number of Stock Options	Weighted Average Exercise Price	Aggregate Intrinsic Value (in thousands)	Weighted Average Remaining Contractual Term (in years)
Outstanding—January 1, 2015	6,754,082	$ 2.83		
Granted	2,731,500	$ 1.86		
Exercised	(36,135)	$ 1.94		
Forfeited	(753,529)	$ 2.39		
Outstanding—December 31, 2015	8,695,918	$ 2.57	$ 553	7.30
Expected to vest—December 31, 2015	8,226,433	$ 2.60	$ 510	7.20
Vested and exercisable—December 31, 2015	4,039,240	$ 3.08	$ 214	5.39

Aggregate intrinsic value represents the difference between the closing stock price of the Company's common stock and the exercise price of outstanding, in-the-money options. The Company's closing stock price as reported on the Nasdaq as of December 31, 2015 was $1.75. The total intrinsic value of options exercised was approximately $0.2 million, $0.5 million, and less than $0.1 million for the years ended December 31, 2013, 2014 and 2015, respectively. The weighted-average grant date fair value of options granted was $1.86 per share, $1.31 per share, and $0.95 per share for the years ended December 31, 2013, 2014 and 2015, respectively.

As of December 31, 2015, total unrecognized compensation cost, adjusted for estimated forfeitures, related to nonvested stock options was approximately $5.1 million, which is expected to be recognized over a weighted-average period of 2.63 years.

Option Modification —Effective August 4, 2014, the compensation committee of the Company's board of directors agreed to modify all outstanding employee options with an exercise price of $3.00 per share or greater, other than options held by directors and executive officers, by resetting the exercise price per share to the closing price of the Company's common stock on August 4, 2014. As a result of the modification, 203 employees had a total of 1,547,382 options reset to an exercise price of $2.38 per share. The total incremental compensation expense resulting from the August 2014 modification is $0.6 million. During the year ended December 31, 2014, the Company recorded $0.4 million expense related to the modification. The remaining expense will be recorded over the remaining requisite service period.

Non-plan Option Grant —On August 4, 2014, the Company appointed Himesh Bhise as President and CEO of the Company. In conjunction with the effective date of Mr. Bhise's first day of employment, and as part of Mr. Bhise's compensation, the Company awarded Mr. Bhise options to purchase 2,001,338 shares of the Company's common stock with an exercise price of $2.38 per share.

RSU Activity —A summary of RSU activity for the year ended December 31, 2015 is as follows:

	Number of Stock Options	Weighted Average Fair Value
Unvested—January 1, 2015	833,788	$ 2.15
Granted	—	$ —
Released	(255,339)	$ 2.14
Forfeited	(140,854)	$ 2.29
Unvested—December 31, 2015	437,595	$ 2.11
Expected to vest —December 31, 2015	700,457	$ 2.11

As of December 31, 2015, total unrecognized compensation cost, adjusted for estimated forfeitures, related to RSUs was approximately $0.8 million, which is expected to be recognized over the next 1.59 years.

11. NET LOSS PER COMMON SHARE DATA

Basic net loss per share is computed using the weighted-average number of common shares outstanding during the period. Diluted net 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, warrants, 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.

The following table presents the calculation of basic and diluted net loss per share for the years ended December 31, 2013, 2014 and 2015 (in thousands, except share and per share amounts):

	Year Ended December 31,		
	2013	2014	2015
Basic net loss per share:			
Numerator:			
Net loss	$ (1,367)	$ (12,931)	$ (3,474)
Denominator:			
Weighted-average common shares outstanding	27,306,882	27,389,793	28,213,838
Basic net loss per share	$ (0.05)	$ (0.47)	$ (0.12)
Diluted net loss per share:			
Numerator:			
Net loss	$ (1,367)	$ (12,931)	$ (3,474)
Denominator:			
Number of shares used in the basic computation	27,306,882	27,389,793	28,213,838
Add weighted-average effect of dilutive securities:			
Conversion of preferred stock (as if converted basis)	—	—	—
Stock options, RSUs and warrants	—	—	—
Number of shares used in diluted calculation	27,306,882	27,389,793	28,213,838
Dilutive net loss per share	$ (0.05)	$ (0.47)	$ (0.12)

Stock options, warrants and RSUs are not included in the calculation of diluted net loss per share for the years ended December 31, 2013, 2014 and 2015 because the Company had a net loss for those years. The inclusion of these equity awards would have had an antidilutive effect on the calculation of diluted loss per share.

The following equivalent shares were excluded from the calculation of diluted net loss per share because their effect would have been antidilutive for the periods presented:

	Year Ended December 31,		
	2013	2014	2015
Antidilutive Equity Awards:			
Stock options and RSUs	3,356,358	7,589,578	9,133,513
Warrants	—	—	480,000

12. EMPLOYEE BENEFIT PLAN

The Company sponsors a 401(k) profit sharing plan that covers substantially all employees. Under the plan, eligible employees are permitted to contribute a portion of gross compensation not to exceed standard limitations provided by the Internal Revenue Service. The Company maintains the right to match employee contributions; however, no matching contributions were made during the years ended December 31, 2013, 2014 or 2015.

13. SUBSEQUENT EVENTS

On February 23, 2016, the Company entered into an Asset Purchase Agreement to acquire substantially all of the assets of Technorati, Inc. ("Technorati") for $3.0 million in cash (the "Purchase Price"). The Company completed the acquisition on February 26, 2016 (the "Closing"). The final allocation of the Purchase Price to the assets and liabilities acquired has not yet been completed.

The assets acquired include Technorati's intellectual property and advertising technology platforms, products and services. Synacor also assumed certain obligations of Technorati, including the performance of Technorati's post-closing obligations under contracts assigned to Synacor. Many of Technorati's employees will commence employment with Synacor. We granted an aggregate of 202,000 stock options to the Technorati employees who have accepted employment with Synacor.

The Company paid $2.5 million of the Purchase Price at the Closing and withheld $0.5 million of the Purchase Price to secure Technorati's indemnification obligations under the Asset Purchase Agreement. Pursuant to the terms of the Asset Purchase Agreement, Technorati shall indemnify Synacor for breaches of its representations and warranties, breaches of covenants and certain other matters. The representations and warranties set forth in the Asset Purchase Agreement generally survive for 12 months following the Closing, with longer survival periods for certain fundamental representations and warranties.

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THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: Synacor, Inc., a Delaware corporation
Number of Shares: 480,000, subject to adjustment
Class of Stock: Common Stock, $0.01 par value per share
Warrant Price: $3.00 per share, subject to adjustment
Issue Date: September 14, 2015
Expiration Date: September 14, 2018

This Warrant is issued in connection with that certain Asset Purchase Agreement dated as of August 18, 2015 among the Company, Sync Holdings, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company, and Zimbra, Inc., a Texas corporation (as amended and in effect from time to time, the " Asset Purchase Agreement ").

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, TZ HOLDINGS, INC. f/k/a Zimbra, Inc. (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, referred to hereinafter as " Holder ") is entitled to purchase the number of fully paid and non-assessable shares (the " Shares ") of the above-stated Class of Stock (the " Class ") of the above-named company (the " Company ") at the above-stated Warrant Price per Share, all as set forth above and as adjusted pursuant to Article 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

ARTICLE 1 EXERCISE .

1.1. Exercisability . This Warrant shall become exercisable with respect to 1/6th of the Shares on the first anniversary of the Closing Date (as defined in the Asset Purchase Agreement). An additional 1/6th of the Shares shall become exercisable on the same date in each of the next five months thereafter.

1.2. Method of Exercise . Subject to Article 1.1, Holder may exercise this Warrant by delivering the original of this Warrant together with a duly executed Notice of Exercise in substantially the form attached as Appendix 1 to the principal office of the Company. Unless Holder is exercising the conversion right set forth in Article 1.3, Holder shall also deliver to the Company a check, wire transfer (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.3. Conversion Right . Subject to Article 1.1, in lieu of exercising this Warrant as specified in Article 1.2, Holder may from time to time convert this Warrant, in whole or in part, into a number of Shares determined by dividing (a) the aggregate fair market value of the Shares or other securities otherwise issuable upon exercise of this Warrant minus the aggregate Warrant Price of such Shares by (b) the fair market value of one Share. The fair market value of the Shares shall be determined pursuant to Article 1.4.

1.4. Fair Market Value . If shares of the Class are then publicly listed or quoted on one or more securities exchanges, inter-dealer quotation systems or over-the-counter markets, the fair market value of a Share shall be the closing price of a share of the Class reported on the principal such exchange, system or market for the business day immediately before Holder delivers this Warrant together with its Notice of Exercise to the Company. If shares of the Class are not then publicly listed or quoted on one or more securities exchanges, inter-dealer quotation systems or over-the-counter markets, then the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.

1.5. Delivery of Shares . Promptly after Holder exercises or converts this Warrant and, if applicable, the Company receives payment of the aggregate Warrant Price, the Company shall instruct its transfer agent to deliver the shares acquired in book-entry form and, if this Warrant has not been fully exercised or converted and has not expired, the Company shall execute and deliver to Holder a new warrant of like tenor representing the Shares not so acquired.

1.6. Replacement of Warrants . On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.

1.7. Treatment of Warrant upon Acquisition of Company .

1.7.1. " Acquisition ". For the purpose of this Warrant, "Acquisition" means any sale, exclusive license, or other disposition of all or substantially all of the assets of the Company, or any reorganization, consolidation, merger or sale of outstanding equity securities of the Company where the holders of the Company's outstanding voting equity securities as of immediately before the transaction beneficially own less than a majority of the outstanding voting equity securities of the surviving or successor entity as of immediately after the transaction.

1.7.2. Treatment of Warrant at Acquisition .

A) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition in which the sole consideration is cash and/or Marketable Securities, either (a) Holder shall, subject to Article 1.1, exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will expire upon the consummation of

such Acquisition. The Company shall provide the Holder with written notice of its request relating to the foregoing, which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

B) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is an "arms length" sale of all or substantially all of the Company's assets (and only its assets) to a third party that is not an Affiliate (as defined below) of the Company (a " Bona Fide Asset Sale "), either (a) Holder shall, subject to Article 1.1, exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will continue until the Expiration Date if the Company continues as a going concern following the closing of any such Bona Fide Asset Sale. The Company shall provide the Holder with written notice of its request relating to the foregoing, which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

C) Upon the closing of any Acquisition other than those particularly described in subsections (A) and (B) above, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price and/or number of Shares shall be adjusted accordingly.

As used in this Article 1.7, (x) " Affiliate " shall mean any person or entity that owns or controls directly or indirectly ten percent (10%) or more of the stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person's or entity's officers, directors, joint venturers or partners, as applicable, and (y) " Marketable Securities " shall mean securities meeting both of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), and is then current in its filing of all required reports and other information under the Act and the Exchange Act; and (ii) the class and series of shares or other security of the issuer that would be received by the Holder in connection with the Acquisition were the Holder to exercise this Warrant on or prior to the closing thereof is then traded on a national securities exchange or over-the-counter market.

ARTICLE 2 ADJUSTMENTS TO THE SHARES .

2.1 Stock Dividends, Splits, Etc . If the Company declares or pays a dividend on the outstanding shares of the Class payable in common stock or other securities, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend occurred. If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution . Upon any reclassification, exchange, substitution, recapitalization, reorganization or other event affecting the outstanding shares of the Class, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised in full immediately before such reclassification, exchange, substitution, recapitalization, reorganization or other event, at an aggregate Warrant Price not exceeding the aggregate Warrant Price in effect as of immediately prior thereto. The Company or its successor shall promptly issue to Holder a certificate pursuant to Article 2.4 hereof setting forth the number, class and series or other designation of such new securities or other property issuable upon exercise or conversion of this Warrant as a result of such reclassification, exchange, substitution, recapitalization, reorganization or other event. The provisions of this Article 2.2 shall similarly apply to successive reclassifications, exchanges, substitutions, recapitalizations, reorganizations and other events.

2.3 Fractional Shares . No fractional Shares shall be issuable upon exercise or conversion of the Warrant, and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or conversion of the Warrant, the Company shall eliminate such fractional share interest by paying Holder the amount computed by multiplying the fractional interest by the fair market value of a full Share.

2.4 Certificate as to Adjustments . Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company shall promptly notify Holder in writing, and, at the Company's expense, promptly compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price, Class and number of Shares in effect upon the date thereof and the series of adjustments leading to such Warrant Price, Class and number of Shares.

ARTICLE 3 REPRESENTATIONS AND COVENANTS OF THE COMPANY .

3.1 Representations and Warranties . The Company represents and warrants to, and agrees with, the Holder that all Shares which may be issued upon the exercise of the purchase right represented by this Warrant shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

3.2 Notice of Certain Events . If the Company proposes at any time (a) to declare any dividend or distribution upon the outstanding shares of the Class, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company's stock; (c) to effect any reclassification, reorganization or recapitalization of the shares of the Class; or (d) to effect an Acquisition or to liquidate, dissolve or wind up, then in

connection with each such event, the Company shall give Holder: (1) at least 10 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of shares of the Class will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (c) and (d) above; and (2) in the case of the matters referred to in (c) and (d) above at least 10 days prior written notice of the date when the same will take place (and specifying the date on which the holders of shares of the Class will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event).

3.3 No Shareholder Rights . Except as provided in this Warrant, Holder will not have any rights as a shareholder of the Company until the exercise of this Warrant.

ARTICLE 4 REPRESENTATIONS, WARRANTIES OF THE HOLDER . The Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the securities to be acquired upon exercise of this Warrant by Holder will be acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise or conversion hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise or

conversion hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available.

ARTICLE 5 MISCELLANEOUS .

5.1 Term : Subject to Article 1.1, this Warrant is exercisable in whole or in part at any time and from time to time on or before the Expiration Date.

5.2 Legends . This Warrant and the Shares shall be imprinted with a legend in substantially the following form:

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 OF THAT CERTAIN WARRANT TO PURCHASE STOCK ISSUED BY THE COMPANY TO TZ HOLDINGS, INC. F/K/A ZIMBRA, INC. DATED AS OF SEPTEMBER 14, 2015 MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

5.3 Compliance with Securities Laws on Transfer . This Warrant and/or the Shares issued upon exercise or conversion of this Warrant may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company).

5.4 Transfer Procedure .

5.4.1 This Warrant may not be transferred with respect to Shares that have not become exercisable in accordance with the provisions of Article 1.1.

5.4.2 Subject to the provisions of Articles 5.3 and 5.4.1 and upon providing the Company with written notice, TZ Holdings, Inc. may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the securities issuable directly or indirectly, upon conversion of the Shares, if any) solely to its stockholders, provided , however , (i) in connection with any such transfer, TZ Holdings, Inc. will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferees and Holder will surrender this Warrant to the Company for reissuance to the transferees (and Holder if applicable), and (ii) such stockholders agree in writing with the Company that any

subsequent transfer of this Warrant or any shares issued upon exercise or conversion thereof by them shall be made only through a nationally recognized broker approved by the Company, such approval to not be unreasonably withheld, conditioned or delayed. Except for a transfer as described in the foregoing sentence, this Warrant and the Shares issuable upon exercise of this Warrant shall not be transferable without the Company's prior written consent, such consent to not be unreasonably withheld, conditioned or delayed. The foregoing provisions of this Article 5.4 shall not apply to a public sale of any Shares issued on exercise or conversion of this Warrant pursuant to the provisions of Rule 144 promulgated under the Act.

5.5 Notices . All notices and other communications hereunder shall be in writing and shall be deemed given (a) on the same day if delivered personally, (b) one business day after being sent via a reputable overnight courier service to the following addresses, (c) three (3) business days after being mailed by registered or certified mail (return receipt requested) to the following addresses, or (d) on the same day if sent by email, confirmation received by email or phone, to the parties at the following email addresses and phone numbers (in each case, or at such other address, email address or phone number for a party as shall be specified by like notice):

If to Company, to:

Synacor, Inc.
40 La Riviere Drive, Suite 300
Buffalo, NY 14202

Attention: William Stuart, CFO
Email: wstuart@synacor.com
Phone: 716-853-1362

with copy to:

Gunderson Dettmer Stough Villeneuve
Franklin & Hachigian, LLP
220 West 42nd Street, 17th Floor
New York, NY 10036
Attention: Brian Hutchings
Email: bhutchings@gunder.com
Phone: 212-430-3150

If to Holder, to:

TZ Holdings, Inc.
c/o Bell Nunnally & Martin LLP
3232 McKinney Avenue, Suite 1400
Dallas, TX 75206
Attention: Ray Balestri
Email: rayb@bellnunnally.com
Phone: 214-740-1480

with copy to:

Bell Nunnally & Martin LLP
3232 McKinney Avenue, Suite 1400
Dallas, TX 75206

Attention: Ray Balestri
E-mail: rayb@bellnunnally.com
Phone: 214-740-1480

5.6 Waiver . This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 Attorney's Fees . In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.8 Counterparts. This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement.

5.9 Entire Agreement; Amendments . This Warrant constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof, and supersedes and replaces in their entirety any prior proposals, term sheets, letters, negotiations or other documents or agreements, whether written or oral, with respect to the subject matter hereof. None of the terms of this Warrant may be amended except by an instrument executed by each of the parties hereto.

5.10 Governing Law . This Warrant shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

5.11 Consent to Jurisdiction and Venue . All judicial proceedings arising in or under or related to this Warrant may be brought in any state or federal court of competent jurisdiction located in the State of New York. By execution and delivery of this Warrant, each party hereto generally and unconditionally: (a) consents to personal jurisdiction in New York County, State of New York; (b) waives any objection as to jurisdiction or venue in New York County, State of New York; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in Article 5.5, and shall be deemed effective and received as set forth in Article 5.5. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

5.12 Mutual Waiver of Jury Trial . Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes arising under or in connection with this Warrant be resolved by a judge applying such applicable laws. EACH OF THE COMPANY AND HOLDER SPECIFICALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, " CLAIMS ") ASSERTED BY THE COMPANY AGAINST HOLDER OR ITS ASSIGNEE OR BY HOLDER OR ITS ASSIGNEE AGAINST THE COMPANY RELATING TO THIS WARRANT. This waiver extends to all such Claims, including Claims that involve persons or entities other the Company and Holder; Claims that arise out of or are in any way connected to the relationship between the Company and Holder; and any Claims for damages, breach of contract, specific performance, or any equitable or legal relief of any kind, arising out of this Agreement.

5.13 Arbitration . If the Mutual Waiver of Jury Trial set forth in Article 5.12 is ineffective or unenforceable, the parties agree that all Claims shall be finally determined by one arbitrator chosen by the Company and Holder. Any such arbitration shall be finally settled in accordance with the arbitration rules of the International Chamber of Commerce (" ICC "), Paris, then in force by such arbitrator appointed in accordance with said rules. The appointing authority shall be the ICC Court of Arbitration. The place of arbitration shall be New York, New York, U.S.A. The proceedings shall be in English. The award rendered shall be final and binding on both

parties. Judgment on the award may be entered in any court of competent jurisdiction. Any discovery conducted pursuant to any such arbitration shall be limited to a duration of sixty (60) days. Each party shall bear its own costs and legal fees, and the parties shall share equally the fees and expenses of the arbitrator. The arbitrator's decision shall be final, unappealable and binding.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant to be executed by its officers thereunto duly authorized as of the Issue Date.

"COMPANY"

SYNACOR, INC.

By: /s/ William J. Stuart

Name: William J. Stuart
(Print)

Title: CFO

"HOLDER"

TZ HOLDINGS, INC.
formerly known as Zimbra, Inc.

By: /s/ C. PATRICK BRANDT

Name: C. PATRICK BRANDT
(Print)

Title: CHAIRMAN

APPENDIX 1

NOTICE OF EXERCISE

1. Holder elects to purchase shares of the Common Stock of Synacor, Inc. pursuant to the terms of the attached Warrant, and tenders payment of the purchase price of the shares in full.

[or]

1. Holder elects to convert the attached Warrant into Shares in the manner specified in the Warrant. This conversion is exercised for of the Shares covered by the Warrant.

[Strike paragraph that does not apply.]

2. Please issue a certificate or certificates representing the Shares in the name specified below:

_____

Holders Name

_____

_____

(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Article 4 of the Warrant as of the date hereof.

HOLDER:

_____

By: _____

Name: _____

Title: _____

(Date): _____

CONFIDENTIAL TREATMENT REQUESTED

EIGHTH AMENDMENT TO
AMENDED & RESTATED MASTER SERVICES AGREEMENT

This Eighth Amendment ("Eighth Amendment") effective as of December 18, 2015 ("Eighth Amendment Effective Date") is by and between **Synacor, Inc.** ("Synacor") and **Qwest Corporation,** on behalf of itself and as agent for its Affiliates ("Client") under which the parties hereto mutually agree to modify and amend the **Amended & Restated Master Services Agreement,** effective as of **April 1, 2012** , as amended (including the exhibits, schedules and amendments thereto, the "Agreement") as provided in this Eighth Amendment. All terms defined herein shall be applicable solely to this Eighth Amendment. Any capitalized terms used herein, which are defined in the Agreement and are not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend and modify the Agreement, effective as of the Eighth Amendment Date, as follows:

1.0 **Term:** Section 7.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Term. This Agreement shall be effective as of the Effective Date and shall continue thereafter in full force and effect through December 31, 2013 (the "Initial Term"). Thereafter the Agreement shall automatically renew initially through December 31, 2016 and thereafter will automatically renew for up to five (5) periods of one (1) year each (each such renewal period shall be referred to as a "Renewal Term", and together with the Initial Term, the "Term"), provided however that either party may prevent automatic renewal by providing the other party with at least 180 days prior written notice of non-renewal.

2.0 **Wind-Down.** The first two sentences of Section 7.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

7.4 Wind-Down. Upon the expiration or termination of this Agreement for any reason, Synacor will continue providing the Services (the "Wind-Down Services") for a period of at least [*] months and not to exceed [*] months from the date of such expiration or termination if resulting from non-renewal by either party or termination by Client due to uncured breach by Synacor, and not to exceed [*] months if terminated by Synacor due to uncured breach by Client, in order that Client may achieve an orderly transition of such Services to another vendor (such period of time to be the "Wind-Down Period"). The terms and conditions upon which Synacor shall provide such Wind-Down Services shall be the same terms and conditions as shall have been in effect on the day preceding the date of such expiration or termination of this Agreement, subject to the modified fee structure specified in Schedule A for the Wind-Down Period, and Client commits that for the first [*] months of the Wind-Down Period, neither Client nor anyone on Client's behalf, will redirect any traffic or migrate any users away from the Services.

3.0 **Scope of Amendment:** This Eighth Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among the parties relating to the subject matter of this Eighth Amendment. This Eighth Amendment shall be integrated into, and form a part of, the Agreement as of the Eighth Amendment Effective Date. All terms and conditions of the Agreement shall remain unchanged except as expressly modified by this Eighth Amendment; and the terms of the Agreement as modified by this Eighth Amendment are hereby ratified and confirmed. If the terms of the Agreement conflict with those of this Eighth Amendment, the terms of this Eighth Amendment shall control. This Eighth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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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.

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment as of the date set forth below their respective signatures, to be effective as of the Eighth Amendment Effective Date.

SYNACOR, INC.

By: /s/ George Chamoun
Name: George Chamoun
Title: President, Sales and Marketing
Date: 12-18-15

QWEST CORPORATION,
On behalf of itself and as agent for
Its Affiliates

By: /s/ Richard Jacobsen
Name: Richard Jacobsen
Title: Manager-Strategic Sourcing
Date: 12/18/2015

THIRD AMENDMENT TO SUBLEASE

THIS THIRD AMENDMENT TO SUBLEASE (this " **Amendment** ") is made and entered into as of June 30, 2010, by and between LUDLOW TECHNICAL PRODUCTS CORPORATION, a New York corporation (" **Sublandlord** ") and SYNACOR, INC., a Delaware corporation (" **Subtenant** ").

WITNESSETH :

A. Sublandlord is the tenant under that certain Property Lease dated March 13,1998, with Waterfront Associates, LLC (" **Landlord** "), as landlord, covering Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the " **Building** "), as amended by that certain First Amendment to Lease dated April 29,1998, that Second Amendment to Lease dated April 21,1999, that Third Amendment to Lease dated July 30,1999, and that Fourth Amendment to Lease dated December 30, 2007 (collectively, the Property Lease and amendments thereto are the " **Lease** ").

B. Under the terms and conditions of that certain Sublease dated as of March 3, 2006 (the " **Original Sublease** "), as amended by that certain First Amendment to Sublease dated September 25, 2006 (the " **First Amendment** ") and that certain Second Amendment to Sublease dated February 27, 2007 (the " **Second Amendment** "; the Sublease, First Amendment, and Second Amendment are collectively, the " **Sublease** "), Subtenant subleased from Sublandlord approximately 30,808 rentable square feet of space located on the third floor of the Building (the " **Existing Premises** "), which Existing Premises is more particularly described in the Sublease as the Premises.

C. Under the terms and conditions of the Sublease, Subtenant desires to sublease additional space on the first floor of the Building, which additional space contains approximately 2,903 rentable square feet of space and is more particularly depicted on Exhibit A , attached hereto and incorporated herein (the " **First Floor Additional Premises** "); and Sublandlord has agreed to sublease such First Floor Additional Premises to Subtenant on the terms and conditions of the Sublease, as modified herein.

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

1. **First Floor Additional Premises** . Conditioned upon receipt by Sublandlord of Landlord's written consent executed in substantially the form attached hereto as Exhibit B , Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the First Floor Additional Premises on the terms and conditions of the Sublease, as modified hereby; accordingly, from and after the Effective Date (hereinafter defined), the term " **Premises** " shall refer collectively to the Existing Premises and the First Floor Additional Premises; and Subtenant's Share shall be increased to 32.79%, which is the percentage obtained by dividing the number of rentable square feet in the Premises (33,711) by the number of rentable square feet in

the Building (102,816). Sublandlord and Subtenant stipulate that the number of rentable square feet in the Existing Premises, the First Floor Additional Premises, and the Building is correct.

2. **Term for First Floor Additional Premises** . The term for the First Floor Additional Premises shall begin on the Effective Date and shall expire on the Expiration Date as set forth in Section 2.3 of the Original Sublease. As used herein, the " **Effective Date** " shall mean the earlier of (a) the date on which Subtenant occupies any portion of the First Floor Additional Premises and begins conducting business therein, or (b) the date on which Landlord delivers to Tenant possession of the First Floor Additional Premises, Subtenant shall accept possession of the First Floor Additional Premises on the date when Sublandlord tenders possession thereof to Subtenant.

Subtenant shall execute and deliver to Sublandlord, within ten days after Sublandlord has requested the same, a letter confirming (i) the Effective Date, and (ii) Subtenant has accepted the First Floor Additional Premises.

3. **Rent for First Floor Additional Premises** . The annual fixed rent due under the Sublease for the First Floor Additional Premises shall be $14.00 per rentable square foot, payable in equal monthly installments of $3,386.83 per month, beginning on the Effective Date. Thus, commencing on the Effective Date, the total monthly fixed rent due under the Sublease for the Premises shall be $39,329.50.

Notwithstanding the foregoing, Fixed Rent for the First Floor Additional Premises shall be conditionally abated until December 31, 2010. Commencing on January 1, 2011, Subtenant shall make Fixed Rent payments for the First Floor Additional Premises as otherwise provided in this Amendment. Notwithstanding such abatement of Fixed Rent for the First Floor Additional Premises, all other sums due under the Sublease, including without limitation Fixed Rent for the Existing Premises, Additional Rent for the Premises, and Subtenant's share of Taxes, shall be payable as provided in the Sublease, as modified hereby.

The abatement of Fixed Rent for the First Floor Additional Premises as set forth in this Section 3 is conditioned upon Subtenant's full and timely performance of all of its obligations under the Sublease. If at any time during the Term a default by Subtenant occurs, then the abatement of Fixed Rent provided for in this Section 3 shall immediately become void, and Subtenant shall promptly pay to Landlord, in addition to all other amounts due to Landlord under the Sublease, as modified hereby, the full amount of all Fixed Rent herein abated.

4. **Security Deposit** . Contemporaneously with the execution hereof, and as a condition to the effectiveness of this Amendment, Subtenant shall deliver to Sublandlord an additional $3,386.83 to be held as part of the Security Deposit under the Sublease.

5. **AS-IS Condition** . Subtenant hereby accepts the First Floor Additional Premises in their presently existing " **AS-IS** " condition. Subtenant acknowledges that (a) it was given a full opportunity to inspect the First Floor Additional Premises; (b) as of the Effective Date, Subtenant has inspected the First Floor Additional Premises; (c) neither Sublandlord nor its agents or employees have made any representations or warranties as to the condition of the First Floor Additional Premises, or the suitability or fitness of the First Floor Additional Premises for

the conduct of Subtenant's business or for any other purpose; and (d) neither Sublandlord nor its agents or employees agreed to undertake any alterations or construct any tenant improvements in the First Floor Additional Premises, except as specifically set forth below in this Section 5. Sublandlord shall have no obligation to perform any work in the First Floor Additional Premises (including demolition of any improvements existing therein or construction of any tenant finish-work or other improvements therein) except as specifically set forth below in this Section 5, and Sublandlord shall not be obligated to reimburse Subtenant or provide an allowance for any costs related to the demolition or construction of improvements therein. Sublandlord shall construct a demising wall in the First Floor Additional Premises in the location shown on Exhibit A , and Subtenant acknowledges that the First Floor Additional Premises are not separately demised as of the date of this Amendment.

6. **Termination by Subtenant** . Section 7 of the First Amendment and Section 6 of the Second Amendment are hereby deleted in their entirety and shall have no further force or effect. The following provision is hereby inserted in their place:

Provided that Subtenant is not in default when Subtenant delivers the early termination notice or on the Cancellation Date (hereinafter defined), Subtenant may, at its sole option, terminate the Sublease effective as of November 30, 2011 (the " **Cancellation Date** "). To exercise such termination right, Subtenant must, no later than February 28, 2011, give notice thereof to Sublandlord together with Subtenant's payment to Sublandlord of TWO HUNDRED AND NINETEEN THOUSAND AND 00/100 DOLLARS ($219,000.00) (the " **Cancellation Fee** ") in lawful money of the United States of America. As a condition to the effectiveness of Subtenant's cancellation right, Subtenant shall pay to Sublandlord prior to the Cancellation Date any past-due amounts then outstanding under the Sublease. If Subtenant fails timely to deliver the Cancellation Fee or the cancellation notice or is otherwise unable to comply with or exercise this cancellation option, then Subtenant's right to cancel the Sublease under this section shall expire; time is of the essence with respect thereto.

7. **Right of First Offer** . Section 5 of the First Amendment and Section 5 of the Second Amendment are hereby deleted and shall have no further force or effect. Exhibit D attached to the Original Sublease is hereby deleted, and the Exhibit D attached to this Amendment is hereby inserted in its place.

8. **Parking** . Section 7 of the Second Amendment, and Section 5.6 of the Original Sublease are hereby deleted and replaced with the following:

Subtenant shall have the non-exclusive right, together with the other tenants and occupants of the Building and other buildings comprising Waterfront Village Center and their employees, agents, licensees, and invitees, to use the parking areas servicing the Building (as reasonably designated by Landlord) for the purpose of vehicular parking for Subtenant's Representatives, all without additional charge; provided however that Subtenant's Representatives shall not occupy more than an aggregate of one hundred and forty eight (148) parking spaces at anytime. If, for any reason, Sublandlord is unable to provide all or any portion of the parking spaces to which Subtenant is entitled hereunder, then Subtenant shall have no claims against Sublandlord because of Sublandlord's failure

or inability to provide Subtenant with such parking spaces. Sublandlord shall not be responsible for enforcing Subtenant's parking rights against any third parties. Subtenant shall cause Subtenant's Representatives to comply with all reasonable rules and regulations that Sublandlord and/or Landlord may promulgate with respect to parking in the parking areas, including without limitation, a system of stickers, access cards or other system intended to regulate and control access to such parking areas.

9. **Brokerage** . Sublandlord and Subtenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment other than CB Richard Ellis, Inc., whose commission Sublandlord shall pay under a separate written agreement. Subtenant shall indemnify Sublandlord against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under Subtenant. Sublandlord shall indemnify Subtenant against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under Sublandlord.

10. **Ratification** . Subtenant hereby ratifies and confirms its obligations under the Sublease, and represents and warrants to Sublandlord that it has no defenses thereto. Additionally, Subtenant further confirms and ratifies that, as of the date hereof, (a) the Sublease is and remains in good standing and in full force and effect, and (b) Subtenant has no claims, counterclaims, set-offs or defenses against Sublandlord arising out of the Sublease or in any way relating thereto or arising out of any other transaction between Sublandlord and Subtenant.

11. **Binding Effect; Governing Law; Recitals** . Except as modified hereby, the Sublease shall remain in full effect, and this Amendment shall be binding upon Sublandlord and Subtenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Sublease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of New York. The recitals at the beginning of this Amendment are hereby incorporated as if fully set forth herein. Capitalized terms used herein but not defined shall have the meaning given such term under the Sublease.

12. **Counterparts** . This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON NEXT TWO PAGES]

IN WITNESS WHEREOF Sublandlord has duly executed this Amendment as of the day and year first above written.

SUBLANDLORD:

LUDLOW TECHNICAL PRODUCTS CORPORATION

By: /s/ Matthew Nicolella

Name: Matthew Nicolella

Title: Vice President and Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF BRISTOL)

On the 13 th day of July, 2010, before me, the undersigned, a Notary Public in and for said Commonwealth of Massachusetts, personally appeared Matthew Nicolella, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Bristol County, Massachusetts.

/s/ Nancy E. Paglia

Notary Public

[SEAL] My Commission Expires November 28, 2014

IN WITNESS WHEREOF Subtenant has duly executed this Amendment as of the day and year first above written.

SUBTENANT:

SYNACOR, INC.

By: /s/ Ronald Frankel
Name: Ronald Frankel
Title: Chief Executive Officer

State OF)
New York
) ss.
COUNTY OF)
Erie

On the 30 th day of June, 2010, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Robert S. Rusak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Erie County, New York.

/s/ Brian C Neeson
Notary Public
My Commission Expires: 6/15/2014

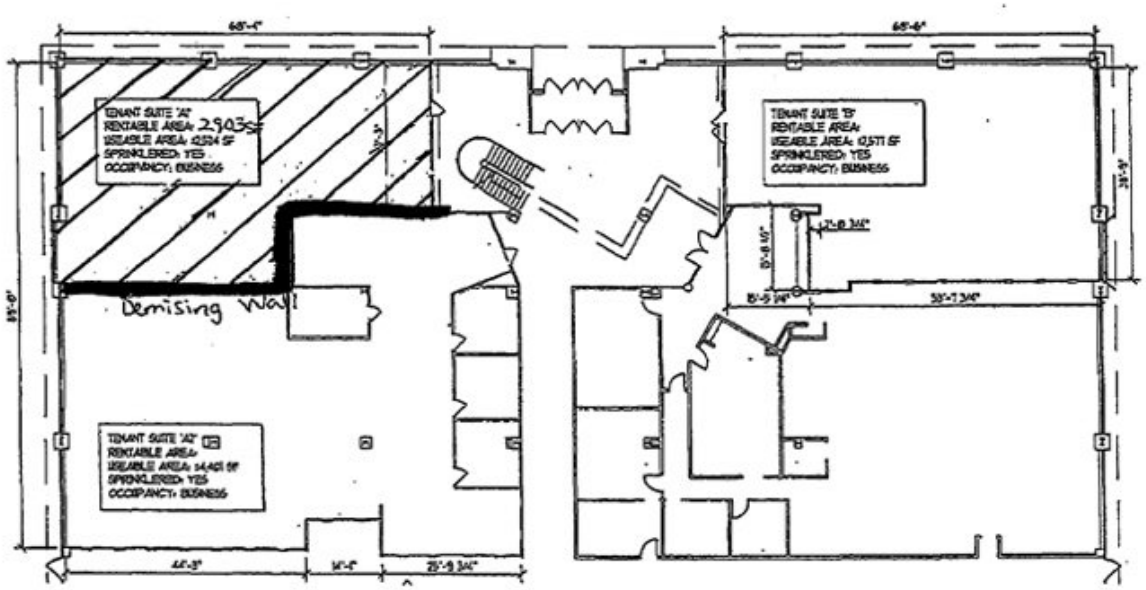
[SEAL]

BRIAN C NEESON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01NB6008596
Qualified In Erie County
My Commission Expires 6/15/2014

EXHIBIT A

First Floor Additional Premises

[See Attached]



▨ = First Floor Additional Premises

PARTIAL FLOOR PLAN

CBRE

Exhibit A

EXHIBIT B

Landlord Consent to Third Amendment (Synacor)

The undersigned is the landlord under the Property Lease dated March 13, 1998, between Waterfront Associates, LLC, as successor by conversion to Waterfront Associates (" **Landlord** "), as landlord, and Ludlow Technical Products Corporation, formerly known as Graphic Controls Corporation (" **Sublandlord** "), as tenant, for that certain space containing approximately 102,816 rentable square feet located at Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the " **Building** "), which Property Lease was amended April 29, 1998, April 21, 1999, July 30, 1999, and December 30, 2007 (as amended, the " **Lease** ").

Under that certain Sublease dated as of March 3, 2006, as amended by that First Amendment to Sublease dated September 25, 2006 and that Second Amendment to Sublease dated February 27, 2007) (collectively, the " **Sublease** ") by and between Sublandlord and Synacor, Inc., a Delaware corporation, as subtenant (" **Subtenant** "), having an address at 40 La Riviere Drive, Buffalo, New York, Sublandlord subleased the Premises (as defined in the Sublease) to Subtenant. Landlord hereby acknowledges and agrees that it has received and reviewed a copy of the Third Amendment to Sublease dated as of , 2010 (the " **Amendment** "). A copy of the Amendment is attached to this Landlord Consent. Under the Amendment, Subtenant is subleasing an additional 2,969 rentable square feet of space located on the first floor of the Building.

After review (and with the representation by Synacor, Inc. that the additional subleased premises will not be used as a call center), Landlord consents to the provisions of the attached Amendment effective as of the Effective Date (as defined in the Amendment) of the Amendment. Further, Landlord hereby waives any rights Landlord or its designee may have under Section 14.05 of the Lease to terminate the Lease with respect to the First Floor Additional Premises (as defined in the Amendment), to sublease the First Floor Additional Premises, or to otherwise recapture the First Floor Additional Premises.

The foregoing Consent shall not be deemed to constitute consent by the undersigned to any subletting other than that described in the Amendment.

Waterfront Associates, LLC

By: _____

Name: _____

Title: _____

EXHIBIT D

Offer Space

Each of the following three spaces located in the Building at Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202, is an Offer Space:

(1) Portion of Suite 100 (containing approximately 5,065 square feet of space), which portion is located on the first floor and is shown hachured on Page 2 of this Exhibit D;

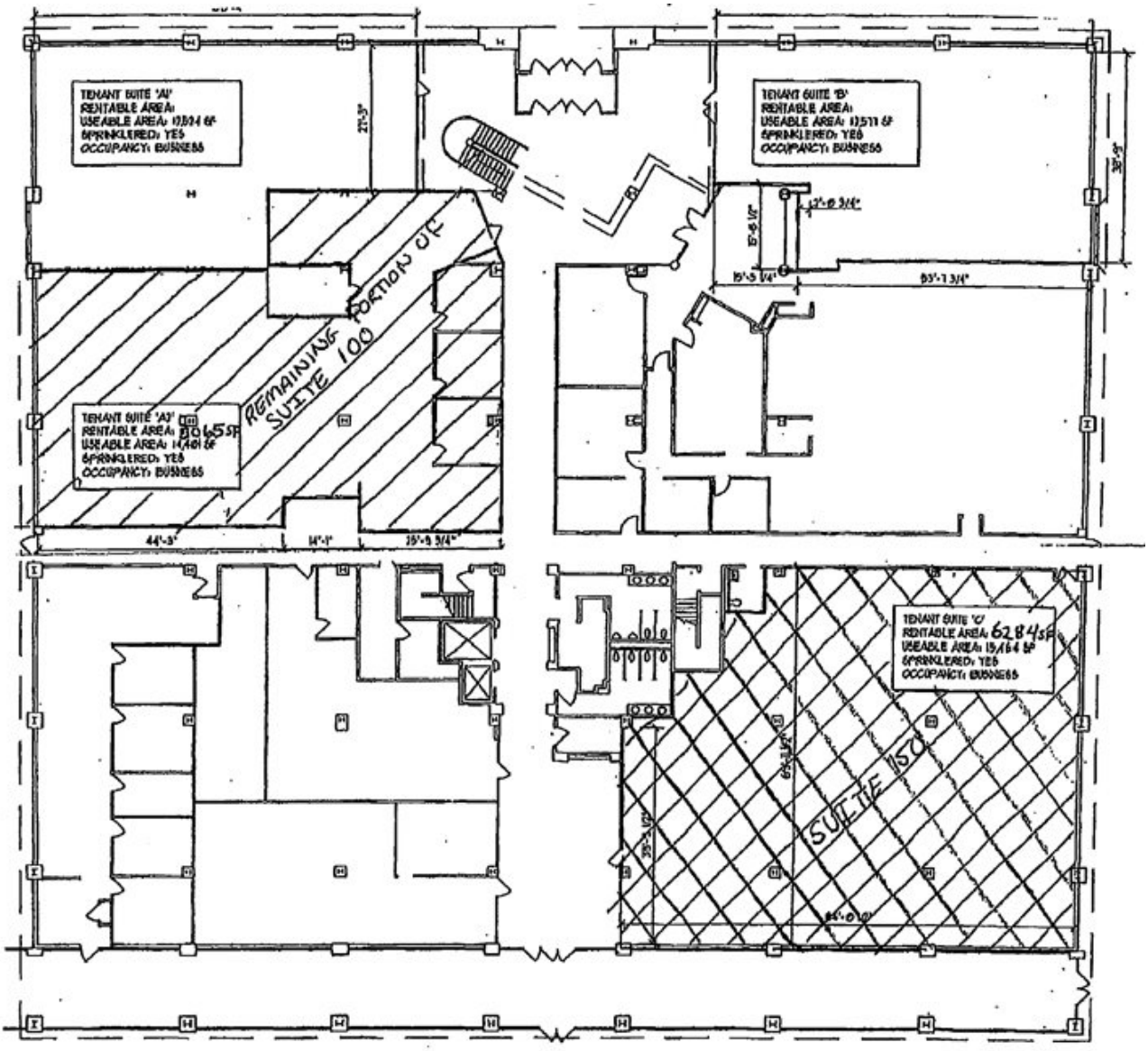
(2) Suite 150 (containing approximately 6,284 square feet of space), which suite is located on the first floor and is shown cross-hachured on Page 2 of this Exhibit D; and

(3) Suite 200 (containing approximately 33,237 square feet of space), which suite is located on the second floor.

EXHIBIT D

Offer Space

(Page 2 of 2)



FOURTH AMENDMENT TO SUBLEASE

THIS FOURTH AMENDMENT TO SUBLEASE (this " **Fourth Amendment** ") is made and entered into as of May 21, 2013, by and between LUDLOW TECHNICAL PRODUCTS CORPORATION, a New York corporation (" **Sublandlord** "), and SYNACOR, INC., a Delaware corporation (" **Subtenant** ").

WITNESSETH :

A. Sublandlord is the tenant under that certain Property Lease dated March 13, 1998, with Waterfront Associates, LLC (" **Landlord** "), as landlord, covering Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the " **Building** "), as amended by that certain First Amendment to Lease dated April 29, 1998, that Second Amendment to Lease dated April 21, 1999, that Third Amendment to Lease dated July 30, 1999, and that Fourth Amendment to Lease dated December 30, 2007 (collectively, the Property Lease and amendments thereto are the " **Lease** ").

B. Under the terms and conditions of that certain Sublease dated as of March 3, 2006 (the " **Original Sublease** "), as amended by that certain First Amendment to Sublease (" **First Amendment** ") dated September 25, 2006, that certain Second Amendment to Sublease (" **Second Amendment** ") dated February 27, 2007, and that certain Third Amendment to Sublease (" **Third Amendment** ") dated June 30, 2010 (collectively, the " **Sublease** "), Subtenant subleased from Sublandlord approximately 33,711 rentable square feet of space located on the first and third floors of the Building (the " **Existing Premises** "), which Existing Premises is more particularly described in the Sublease as the Premises.

C. Under the terms and conditions of the Sublease, Subtenant desires to sublease additional space on the first floor of the Building, which additional space contains approximately 5,061 rentable square feet of space and is more particularly depicted as "Suite A2" on Exhibit A, attached hereto and incorporated herein (the " **First Floor Adjacent Premises** "); and Sublandlord has agreed to sublease such First Floor Adjacent Premises to Subtenant on the terms and conditions of the Sublease, as modified herein.

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

1. **First Floor Adjacent Premises** . Conditioned upon receipt by Sublandlord of Landlord's written consent executed in substantially the form attached hereto as Exhibit B, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the First Floor Adjacent Premises on the terms and conditions of the Sublease, as modified hereby. Accordingly, from and after the Effective Date (hereinafter defined), the term " **Premises** " will refer collectively to the Existing Premises and the First Floor Adjacent Premises; the Premises will contain approximately 38,772 rentable square feet of space; and Subtenant's Share shall be increased to 37.71%, which is the percentage obtained by dividing the number of rentable square feet in the Premises (38,772) by the number of rentable square feet in

the Building (102,816). Sublandlord and Subtenant stipulate that the number of rentable square feet in the Existing Premises, the First Floor Adjacent Premises, and the Building is correct.

2. **Term for First Floor Adjacent Premises** . The term for the First Floor Adjacent Premises shall begin on the Effective Date and shall expire on the Expiration Date as set forth in Section 2.3 of the Original Sublease (i.e., March 31, 2016). As used herein, the " **Effective Date** " shall mean the earlier of (a) the date on which Subtenant occupies any portion of the First Floor Adjacent Premises and begins conducting business therein, or (b) the date on which Sublandlord delivers to Subtenant possession of the First Floor Adjacent Premises. Subtenant shall accept possession of the First Floor Adjacent Premises on the date when Sublandlord tenders possession thereof to Subtenant.

Subtenant shall execute and deliver to Sublandlord, within ten days after Sublandlord has requested the same, a letter confirming (i) the Effective Date, and (ii) Subtenant has accepted the First Floor Adjacent Premises.

3. **Rent for First Floor Adjacent Premises** . The annual fixed rent due under the Sublease for the First Floor Adjacent Premises shall be $14.00 per rentable square foot in the First Floor Adjacent Premises, payable in equal monthly installments of $5,904.50 per month, beginning on the Effective Date. Thus, commencing on the Effective Date, the total monthly fixed rent due under the Sublease for the Premises shall be $45,234.00.

4. **Security Deposit** . Contemporaneously with the execution hereof, and as a condition to the effectiveness of this Fourth Amendment, Subtenant shall deliver to Sublandlord an additional $5,904.50 to be held as part of the Security Deposit under the Sublease. After such additional deposit, the Security Deposit will total $45,234.00.

5. **AS-IS Condition** . Subtenant hereby accepts the First Floor Adjacent Premises in their presently existing " **AS-IS** " condition. Subtenant acknowledges that (a) it was given a full opportunity to inspect the First Floor Adjacent Premises; (b) as of the Effective Date, Subtenant has inspected the First Floor Adjacent Premises; and (c) neither Sublandlord nor its agents or employees has made any representations or warranties as to the condition of the First Floor Adjacent Premises, or the suitability or fitness of the First Floor Adjacent Premises for the conduct of Subtenant's business or for any other purpose. Sublandlord has no obligation to perform any work, alterations, or tenant improvements in the First Floor Adjacent Premises (including without limitation demolition of any improvements existing therein or construction of any tenant finish-work or other improvements therein); and Sublandlord shall not be obligated to reimburse Subtenant or provide an allowance for any costs related to the demolition or construction of improvements therein.

6. **Alterations** . Subtenant shall not without Landlord and Sublandlord's prior written consent, which consent shall not be unreasonably withheld, make or perform any alterations, additions, or improvements to the Premises (collectively, " **Alterations** "). Sublandlord hereby acknowledges that Subtenant intends to remove the demising wall in the First Floor Adjacent Premises in the location shown on Exhibit A (the " **Demising Wall** "), and Sublandlord approves such Alteration. Subtenant shall request Sublandlord's consent at least thirty (30) days before the commencement of any construction, and Subtenant shall provide, in

connection with such consent request, plans and specifications for such Alterations, which plans and specifications are subject to Sublandlord's approval, which shall not be unreasonably withheld as set forth above. All Alterations shall be performed at Subtenant's expense.

All Alterations performed by or on behalf of Subtenant shall be done in a good and workmanlike manner by contractors reasonably approved by Sublandlord and in accordance with Article 8 of the Original Sublease. Subtenant shall, at Subtenant's expense, before making any Alterations, (i) obtain all permits and approvals required by any governmental authority and (upon completion thereof) certificates of occupancy and any other certificates of final approval thereof, and shall promptly deliver to Sublandlord copies of such permits and approvals; and (ii) provide Sublandlord with certificates evidencing appropriate builder's risk, liability, and worker's compensation insurance coverage in commercially reasonable amounts during the performance of any such Alterations.

Any and all Alterations made by or on behalf of Subtenant in, to or upon the Premises shall become the property of Sublandlord and shall remain upon and be surrendered with the Premises unless Sublandlord elects to relinquish Sublandlord's right thereto and to have them removed by Subtenant, in which event the same shall be removed from the Premises by Subtenant prior to the Expiration Date, at Subtenant's expense. Nothing in this Section shall be construed to give Sublandlord title to or to prevent Subtenant's removal of trade fixtures or moveable office furniture or equipment, but upon removal of any of the same or upon removal of other Alterations as may be required by Sublandlord, Subtenant shall repair any damage to the Building or the Premises caused by such removal, except structural damage, which, at Sublandlord's option, shall be repaired by Sublandlord at Subtenant's expense. All Alterations permitted or required to be removed by Subtenant remaining in the Premises after the end of the Term shall be deemed abandoned and may, at the election of Sublandlord, either be retained as Sublandlord's property or removed from the Premises by Sublandlord.

7. **No Early Termination Right** . Subtenant hereby acknowledges and agrees that the early cancellation right set forth in Section 6 of the Third Amendment to Sublease has expired and is of no further force or effect.

8. **Right of First Offer** . Subtenant and Sublandlord hereby acknowledge and agree that the right of first offer set forth in Article 16 of the Original Sublease, Section 5 of the First Amendment, Section 5 of the Second Amendment, and Section 7 and Exhibit D of the Third Amendment is hereby deleted and has no further force or effect.

Subject to then-existing renewal or expansion options of other subtenants, and provided no default by Subtenant exists, Sublandlord shall, before offering the same to any party (other than the then-current subtenant therein), first offer to lease to Subtenant (i) the space commonly known as Suite 150, which space contains approximately 6,284 square feet of space, is located on the first floor of the Building, and is shown on Exhibit E , and (ii) the space commonly known as Suite 200, which space contains approximately 33,237 square feet of space, is located on the second floor of the Building, and is shown on Exhibit E (each, an " **Offer Space** ") in an " **AS-IS** " condition; such offer shall be in writing and specify the lease terms for the Offer Space, including the rent to be paid for the Offer Space and the date on which the Offer Space shall be included in the Premises (the " **Offer Notice** "). Sublandlord shall use good faith in determining

the rent amount for the Offer Space. The Offer Notice shall be substantially similar to the Offer Notice attached to the Original Sublease as Exhibit E . Subtenant shall notify Sublandlord in writing whether Subtenant elects to lease the entire Offer Space on the terms set forth in the Offer Notice, within ten (10) days after Sublandlord delivers to Subtenant the Offer Notice. If Subtenant timely elects to lease the Offer Space, then Sublandlord and Subtenant shall execute an amendment to this Sublease, effective as of the date the Offer Space is to be included in the Premises, on the terms set forth in the Offer Notice and, to the extent not inconsistent with the Offer Notice terms, the terms of the Sublease; however, Subtenant shall accept the Offer Space in an " **AS-IS** " condition. Notwithstanding the foregoing, if before Sublandlord's delivery to Subtenant of the Offer Notice, Sublandlord has received an offer to lease all or part of the Offer Space from a third party (a " **Third Party Offer** ") and such Third Party Offer includes space in excess of the Offer Space, Subtenant must exercise its rights hereunder, if at all, as to all of the space contained in the Third Party Offer.

If Subtenant fails or is unable to timely exercise its right hereunder, then such right shall lapse, time being of the essence with respect to the exercise thereof (it being understood that Subtenant's right of first offer hereunder is a one-time right only with respect to each Offer Space), and Sublandlord may lease all or a portion of the Offer Space to third parties on such terms as Sublandlord may elect. Subtenant may not exercise its rights under this Section 8 if a default exists or Subtenant is not then occupying the entire Premises. For purposes hereof, if an Offer Notice is delivered for less than all of the Offer Space but such notice provides for an expansion, right of first refusal, or other preferential right to lease some of the remaining portion of the Offer Space, then such remaining portion of the Offer Space shall thereafter be excluded from the provisions of this Sublease. In no event shall Sublandlord be obligated to pay a commission with respect to any space leased by Subtenant under this Section 8, and Subtenant and Sublandlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

Subtenant's rights under this Section 8 shall terminate if(a) this Sublease or Subtenant's right to possession of the Premises is terminated, (b) Subtenant assigns any of its interest in this Sublease or sublets any portion of the Premises, or (c) less than two full calendar years remain in the initial Term of this Sublease.

9. **Parking** . Section 5.6 of the Original Sublease, Section 7 of the Second Amendment, and Section 8 of the Third Amendment are hereby deleted and replaced with the following:

a. Subtenant shall have the non-exclusive right, together with the other tenants and occupants of the Building and other buildings comprising Waterfront Village Center and their employees, agents, licensees, and invitees, to use the parking areas servicing the Building as reasonably designated by Sublandlord (the " **Parking Facilities** ") for the purpose of vehicular parking for Subtenant's Representatives, all without additional charge; provided, however, that Subtenant's Representatives shall not occupy more than an aggregate of one hundred and fifty five (155) parking spaces at any time, or four spaces per 1,000 rentable square feet included in the Premises, whichever

is less, subject to the next paragraph. Subtenant shall not use more than the number of parking spaces set forth in this Section 9. If, for any reason, Sublandlord is unable to provide all or any portion of the parking spaces to which Subtenant is entitled under this Section 9, then Subtenant shall have no claims against Sublandlord because of Sublandlord's failure or inability to provide Subtenant with such parking spaces. Sublandlord shall not be responsible for enforcing Subtenant's parking rights against any third parties. The parking spaces described in this Section 9 shall be provided on an unreserved, "first-come, first-served" basis. Sublandlord shall not be liable to Subtenant, nor shall this Sublease be affected, if any parking is impaired by any law. Subtenant's use of the Parking Facilities shall be at Subtenant's sole risk, and Sublandlord shall have no liability for any personal injury or damage to or theft of any vehicles or other property occurring in the Parking Facilities or otherwise in connection with any use of the Parking Facilities by Subtenant's Representatives.

b. Notwithstanding the foregoing, as long as Subtenant is not in default past any applicable cure period and Subtenant is occupying, subleasing, and using the entire Premises as described in this Fourth Amendment, Subtenant shall have the non-exclusive right, together with the other tenants and occupants of the Building and other buildings comprising Waterfront Village Center and their employees, agents, licensees, and invitees, to use an additional seventy (70) parking spaces in the Parking Facilities (i.e., a total of two hundred and twenty five (225) parking spaces). In addition to any rights or remedies available to Sublandlord in the event of a default under the Sublease, Sublandlord shall have the right to cancel this right of Subtenant to use the additional seventy (70) parking spaces and/or remove any such excess vehicles from the Parking Facilities.

c. Subtenant shall cause Subtenant's Representatives to comply with all reasonable rules and regulations that Sublandlord and/or Landlord may promulgate with respect to parking in the parking areas, including without limitation, a system of stickers, access cards or other system intended to regulate and control access to such parking areas, or otherwise for the orderly operation and use of the Parking Facilities. Sublandlord may, in its discretion, allocate and assign parking passes among Subtenant and the other tenants in the Building. If Sublandlord designates Subtenant parking areas, then Subtenant shall cause all Subtenant Representatives to park their vehicles only in such designated parking areas. Subtenant shall furnish Sublandlord, upon request, with the current license numbers of all vehicles owned or used by Subtenant Representatives and Subtenant thereafter shall notify Sublandlord of any changes in such numbers within 5 days after the occurrence thereof.

d. If, as calculated on a monthly basis, Subtenant or Subtenant's Representatives uses more than an average of two hundred thirty (230) parking spaces per business day (the " **Material Parking Standard** ") , then Subtenant shall forthwith on demand pay to Sublandlord, as additional rent, the sum of one

hundred dollars ($100) per car (the " **Parking Payment** ") over the Material Parking Standard based on the monthly average. Notwithstanding the foregoing sentence, at the time Sublandlord makes demand for the Parking Payment, Sublandlord shall provide Subtenant with documentation of how the monthly average was calculated. Notwithstanding anything herein to the contrary, the parties acknowledge that this Section 9(d) is for the purpose of establishing a material standard for the parking for purposes of the remedies set forth in this Section 9(d) and shall not be deemed as a right for Subtenant to use more than the parking spaces granted to Subtenant under Sections 9(a) and 9(b) above. If Subtenant exceeds the Material Parking Standard more than four (4) times during a twelve (12) month period, then Subtenant shall forfeit the right to use the additional seventy (70) parking spaces referenced in this Section 9 at subparagraph (b).

e. Subtenant's parking rights under the Sublease are solely for the benefit of Subtenant's Representatives and such rights cannot be transferred.

10. **Janitorial** . Subtenant shall comply with the janitorial specifications for the Building attached as Exhibit C and such other reasonable specifications (or modifications thereto) adopted by Landlord from time to time. Without limitation of the foregoing, Subtenant agrees to clean all carpeting and flooring in the Premises as spills and/or stains occur; and to steam clean and shampoo all carpeting in the Premises at least one time each year.

11. **Rules and Regulations** . Subtenant and Subtenant's Representatives will fully and promptly comply with all rules and regulations of the Building and related facilities, which rules and regulations are attached hereto as Exhibit D . Landlord and Sublandlord shall at all times have the right to change such rules and regulations and/or Building services or to promulgate other reasonable rules and regulations and/or Building services in such manner as may be deemed advisable for safety, care, or cleanliness of the Building and related facilities or premises, and for preservation of good order therein, all of which rules and regulations and/or Building services, changes, and amendments will be forwarded to Subtenant in writing and shall be carried out and observed by Subtenant. Subtenant shall further be responsible for the compliance with such rules and regulations and/or Building services by Subtenant's Representatives.

12. **Landlord Consent** . Sublandlord's execution of this Fourth Amendment and the effectiveness of this Fourth Amendment are conditioned upon receipt by Sublandlord of Landlord's written consent executed in substantially the form attached hereto as Exhibit B (" **Landlord's Consent** ").

13. **Brokerage** . Sublandlord and Subtenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Fourth Amendment other than CBRE. Subtenant shall indemnify Sublandlord against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under Subtenant. Sublandlord shall indemnify Subtenant against all costs, expenses, attorneys' fees, and other liability for

commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under Sublandlord.

14. **Ratification** . Subtenant hereby ratifies and confirms its obligations under the Sublease, and represents and warrants to Sublandlord that it has no defenses thereto. Additionally, Subtenant further confirms and ratifies that, as of the date hereof, (a) the Sublease is and remains in good standing and in full force and effect, and (b) Subtenant has no claims, counterclaims, set-offs or defenses against Sublandlord arising out of the Sublease or in any way relating thereto or arising out of any other transaction between Sublandlord and Subtenant including but not limited to any claims made in letters from Subtenant's attorney to Sublandlord dated December 10, 2012, December 17, 2012, and December 17, 2012. Sublandlord hereby ratifies and confirms its obligations under the Sublease, and represents and warrants to Subtenant that it has no defenses thereto. Additionally, Sublandlord further confirms and ratifies that, as of the date hereof, (a) the Sublease is and remains in good standing and in full force and effect, and (b) Sublandlord has no claims, counterclaims, set-offs or defenses against Subtenant arising out of the Sublease or in any way relating thereto or arising out of any other transaction between Sublandlord and Subtenant, including but not limited to any claims made in Sublandlord's November 30, 2012 Default Letter.

15. **Binding Effect; Governing Law; Recitals** . Except as modified hereby, the Sublease shall remain in full effect, and the Sublease and this Fourth Amendment shall be binding upon Sublandlord and Subtenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Fourth Amendment and the terms of the Sublease, the terms of this Fourth Amendment shall prevail. This Fourth Amendment shall be governed by the laws of the State of New York. The recitals at the beginning of this Fourth Amendment are hereby incorporated as if fully set forth herein. Capitalized terms used herein but not defined shall have the meaning given such terms under the Sublease.

16. **Counterparts** . This Fourth Amendment may be executed in multiple counterparts, each of which shall constitute an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. If any signature to this Fourth Amendment is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, then such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. This Fourth Amendment shall become effective when both Sublandlord and Subtenant have received a counterpart hereof signed by the other, subject to receipt of Landlord's Consent.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON NEXT TWO PAGES]

IN WITNESS WHEREOF Sublandlord has duly executed this Fourth Amendment as of the day and year first above written.

SUBLANDLORD:

LUDLOW TECHNICAL PRODUCTS CORPORATION

By: /s/ David Colleran
Name: David Colleran
Title: VP and Asst. Secretary

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF BRISTOL)

On the 21 st day of May, 2013, before me, the undersigned, a Notary Public in and for said Commonwealth of Massachusetts, personally appeared David Colleran, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Bristol County, Massachusetts.

/s/ Kerri Joyce
Notary Public
My Commission Expires: 12/12/2019

[SEAL]

IN WITNESS WHEREOF Subtenant has duly executed this Fourth Amendment as of the day and year first above written.

SUBTENANT:

SYNACOR, INC.

By: /s/ William J. Stuart
Name: William J. Stuart
Title: Chief Financial Officer

State OF New York)
) ss.
COUNTY OF Erie)

On the 9 day of May, 2013, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared William J. Stuart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Erie County, New York.

/s/ Carolyn Ann Forbes
Notary Public
My Commission Expires: 4/18/2015

[SEAL]

CAROLYN ANN FORBES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01F06239156
Qualified in Erie County
My Commission Expires April 18, 2015

EXHIBIT A

First Floor Adjacent Premises

[See Attached]

Exhibit A

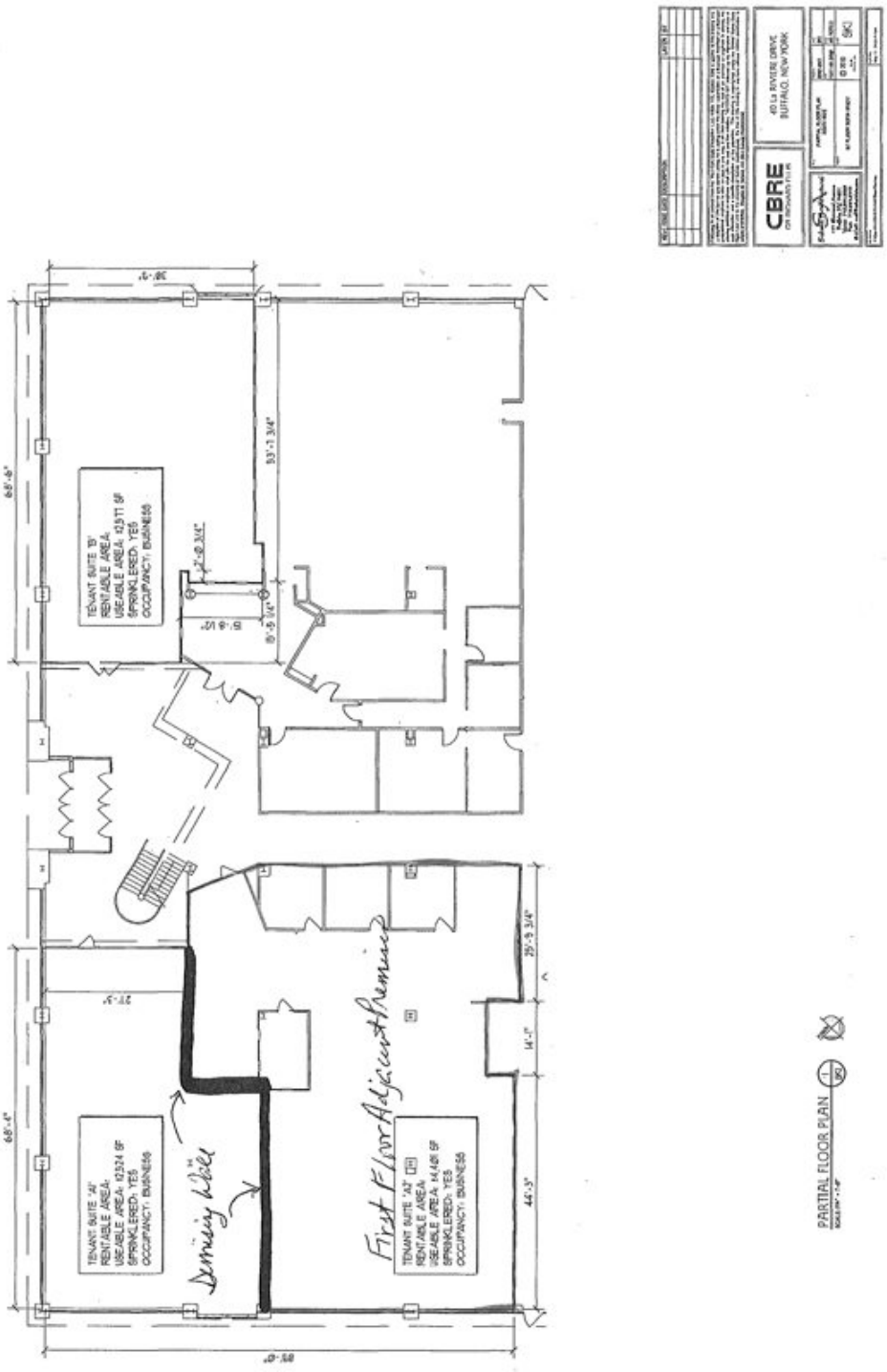

CBRE
TENANT SUITE '43'
RENTABLE AREA
USEABLE AREA: 13574 SF
SPRINKLERED: YES
OCCUPANCY: BUSINESS
TENANT SUITE '42'
RENTABLE AREA
USEABLE AREA: 14,426 SF
SPRINKLERED: YES
OCCUPANCY: BUSINESS
Demising Wall
First Floor Adjacent Premises
PARTIAL FLOOR PLAN

EXHIBIT B

Landlord Consent to Fourth Amendment (Synacor)

Waterfront Associates, LLC, as successor by conversion to Waterfront Associates (" **Landlord** "), is the landlord under the Property Lease dated March 13, 1998, with Ludlow Technical Products Corporation, formerly known as Graphic Controls Corporation (" **Sublandlord** "), as tenant, for that certain building containing approximately 102,816 rentable square feet of space and commonly known as Building No.3 Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the " **Building** "), which Property Lease was amended by that certain First Amendment to Lease dated April 29, 1998, that Second Amendment to Lease dated April 21, 1999, that Third Amendment to Lease dated July 30, 1999, and that Fourth Amendment to Lease dated December 30, 2007 (as amended, the " **Lease** ").

Under that certain Sublease dated as of March 3, 2006, as amended by that First Amendment to Sublease dated September 25, 2006 that Second Amendment to Sublease dated February 27, 2007, and that Third Amendment to Sublease dated June 30, 2010 (collectively, the " **Sublease** ") by and between Sublandlord and Synacor, Inc., a Delaware corporation, as subtenant (" **Subtenant** "), Subtenant subleases a portion of the Building, which portion contains approximately 33,711 rentable square feet of space, is located on the first and third floors of the Building, and is defined as the "Premises" in the Sublease.

Subtenant and Sublandlord have now entered into that certain Fourth Amendment to Sublease dated as of , 2013 (the " **Fourth Amendment** "). A copy of the Fourth Amendment is attached to this Landlord Consent. Under the Fourth Amendment, Subtenant is subleasing an additional 5,061 rentable square feet of space located on the first floor of the Building (the " **First Floor Adjacent Premises** "), which First Floor Adjacent Premises is more particularly described in the Fourth Amendment.

Landlord hereby acknowledges and agrees that it has received and reviewed a copy of the Fourth Amendment. After review, Landlord consents to the provisions of the enclosed Fourth Amendment. Further, Landlord hereby waives any rights Landlord or its designee may have under Section 14.05 of the Lease to terminate the Lease with respect to the First Floor Adjacent Premises, to sublease the First Floor Adjacent Premises, or to otherwise recapture the First Floor Adjacent Premises. This Landlord Consent shall not be deemed to constitute consent by the undersigned to any subletting other than that described in the Fourth Amendment.

Landlord:

Waterfront Associates, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

Janitorial Specifications

[See Attached]

DESCRIPTION	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	OTHER
II. OFFICE AREAS						
A. General Cleaning Duties						
1. Empty all trash receptacles, recycling containers and ash trays. Keep trash/recyclables separated.	X					
2. Wash, clean and disinfect trash receptacles.						As needed.
3. Replace plastic trash receptacle liners.						As needed.
4. Dust cleared work surfaces.	X					
5. Dust all cleared flat surfaces such as file cabinets, partition tops, coffee tables, reception desks, etc.	X					
6. Spot clean glass office fronts.	X					
7. Thoroughly clean glass office fronts and interior glass within tenant space six times per year.						Jan., March, May, July, Sept., Nov.
8. Dust cleared window sills, frames and mullions.		X				
9. Dust woodwork or mullions on glass office fronts.		X				
10. Sweep/dust mop tile floors and spot clean spills.	X					
11. Damp mop tile floors.		X				3 times per week
12. Spray buff VCT floors.		X				
13. Vacuum entire office.	X					
14. Edge vacuuming.			X			
15. Clean base.				X		As needed.
16. Strip and seal VCT floors (not inc. in base price/sq ft).				X		Jan., Apr., July, Oct.
17. Spot clean carpet.						Immediately.
18. Remove finger marks from door frames, wood work and doors.	X					
19. Clean countertops, sinks, fountains, tables, etc., in kitchenette areas.	X					
20. Dust blinds.			X			
21. Vacuum upholstered chairs not less than twice per year.						January & July
22. Clean supply diffusers and return grilles twice per year.						September & March
23. Shampoo and extract carpet (not inc. in base price/sq ft).					X	May
24. High dust walls, ceilings, fixtures, sills, mullions, frames, and artwork.			X			
25. Clean interior side of exterior glass.					X	October

EXHIBIT D

Building Rules and Regulations

[See Attached]

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, or halls shall not be obstructed, or encumbered or used for any purpose other than ingress and egress.

2. Except as may be permitted under paragraph 20..21 of this Lease, no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant that is visible from the outside of the Premises (the Premises are also sometimes called the "Building" in these Rules and Regulations), without the prior written consent of Landlord, which consent will not be unreasonably withheld. Except as set forth in paragraph 20.21 of this Lease, Landlord reserves the right to name the Building, to change the name or street address of the Building and to install and maintain a sign or signs on the exterior or interior of the Building.

3. No awnings or other projections shall be attached to the outside of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld.

4. The floors and windows that receive or admit light into passageways, or into any place in the Building, shall not be covered or obstructed. The water closets, drinking fountains, plumbing, heating, lighting, and other fixtures and apparatus shall not be used for any other purpose other than those for which they were installed and intended, and no sweepings, rubbish, rags, ashes, or other unsuitable substances shall be thrown into any water closet, drinking fountain, lavatory or drain. Any damage resulting to any such apparatus from misuse shall be borne by Tenant.

5. Tenant shall not cut, mark upon, paint, drill into, insert nails, hook or screw into, affix to, or in any way deface the walls, ceilings, partitions, or floors, inside or outside of the Building, except as permitted under the terms of Tenant's Lease.

6. No animals of any kind shall be kept in or about the Building, except seeing eye dogs.

7. No bicycles or vehicles of any kind shall be brought in or about the Building except in those areas designated by Landlord for use by Tenant for the parking of such bicycles or vehicles.

8. Landlord shall have the right to prohibit any advertisement or public notification by Tenant which in the opinion of Landlord tends to impair the reputation of the Building or its desirability as a building for offices, or for professional or other businesses; and upon written notice from Landlord, Tenant shall refrain from and discontinue such advertising.

9. Tenant shall not use any method of heating, cooling, ventilating, or humidifying the Premises other than that provided by Landlord without special agreement with Landlord, which Landlord shall be reasonable in providing.

10. No cooking or food preparation of any nature (except for vending and coffee machines) shall be done or permitted by Tenant except in the cafeteria area described in paragraph 2.02 of this Lease.

11. Tenant shall not use or permit to be used any portion or portions of the Premises for the purpose of lodging or sleeping therein.

12. Tenant shall not make nor permit any noises or cause any unusual or objectionable odors to be produced upon or permeate from the Premises or the Building, or defile the elevators, or other parts or equipment of the Building.

13. Tenant shall, upon termination of Tenant's Lease, return to Landlord all keys and all duplicates thereof to the Premises and to other rooms or parts of the Building to which Tenant has been furnished access or possesses a key, card or other device. Landlord reserves the right to constantly have pass keys to the Premises, excluding any secured areas of Tenant.

14. Landlord shall in all cases have the exclusive right to prescribe the weight limit, position, and kind and method of floor protection, of safes and of other heavy objects or material proposed to be brought into the Building by Tenant. All damages done to the Building, Premises or plaza, by taking in or out a safe or other heavy or bulky object, or during the time it is in or on the Premises, shall be made good and paid by Tenant. Tenant is required to notify Landlord when safes, furniture or like property are to be taken into or out of the Building and no such moving shall be done excepting under the supervision of Landlord.

15. Tenant shall not use or keep in the Building any kerosene, gasoline, camphene, burning fluid, or other illuminating or inflammable substances or materials, excluding vehicles stored in their designated areas, except with the written prior consent of Landlord.

16. Tenant shall promptly notify Landlord in writing of any accident to or defect in water pipes, gas pipes, steam pipes, electrical wires, and in and to any plumbing, heating, lighting, building enclosure, or other fixtures in or about the Premises, and of any damage to or defect in any part of the Premises.

17. There shall not be used in any space, or in the public halls of the Building, either by Tenant or by jobbers or others in the delivery or receipt of merchandise, hand trucks or other means of transporting goods, except those equipped with rubber tires and side guards.

18. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent same.

19. Landlord reserves the right, at any time in the event of an emergency, or otherwise at reasonable times, to take any and all measures including inspections, repairs, alterations, additions and improvements to the Building as may be necessary or desirable for the safety, protection or preservation of the Building or Landlord's interests, or as may be necessary or desirable in the operation or improvement of the Building or in order to comply with all laws, orders and requirements of governmental or other authority.

20. Landlord reserves the right to amend or rescind any of these rules, and to make other and further rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein, and for the protection of Landlord, such other rules not being inconsistent with the proper and rightful enjoyment by Tenant of the Premises, and shall not be effective until provided to Tenant in writing.

21. Landlord shall use reasonable efforts to cause any affiliate of Landlord to uniformly impose and enforce the foregoing rules and regulations upon all tenants of other buildings at Waterfront Village Center owned by any affiliate of Landlord (with appropriate modifications thereto for tenants such as a delicatessen).

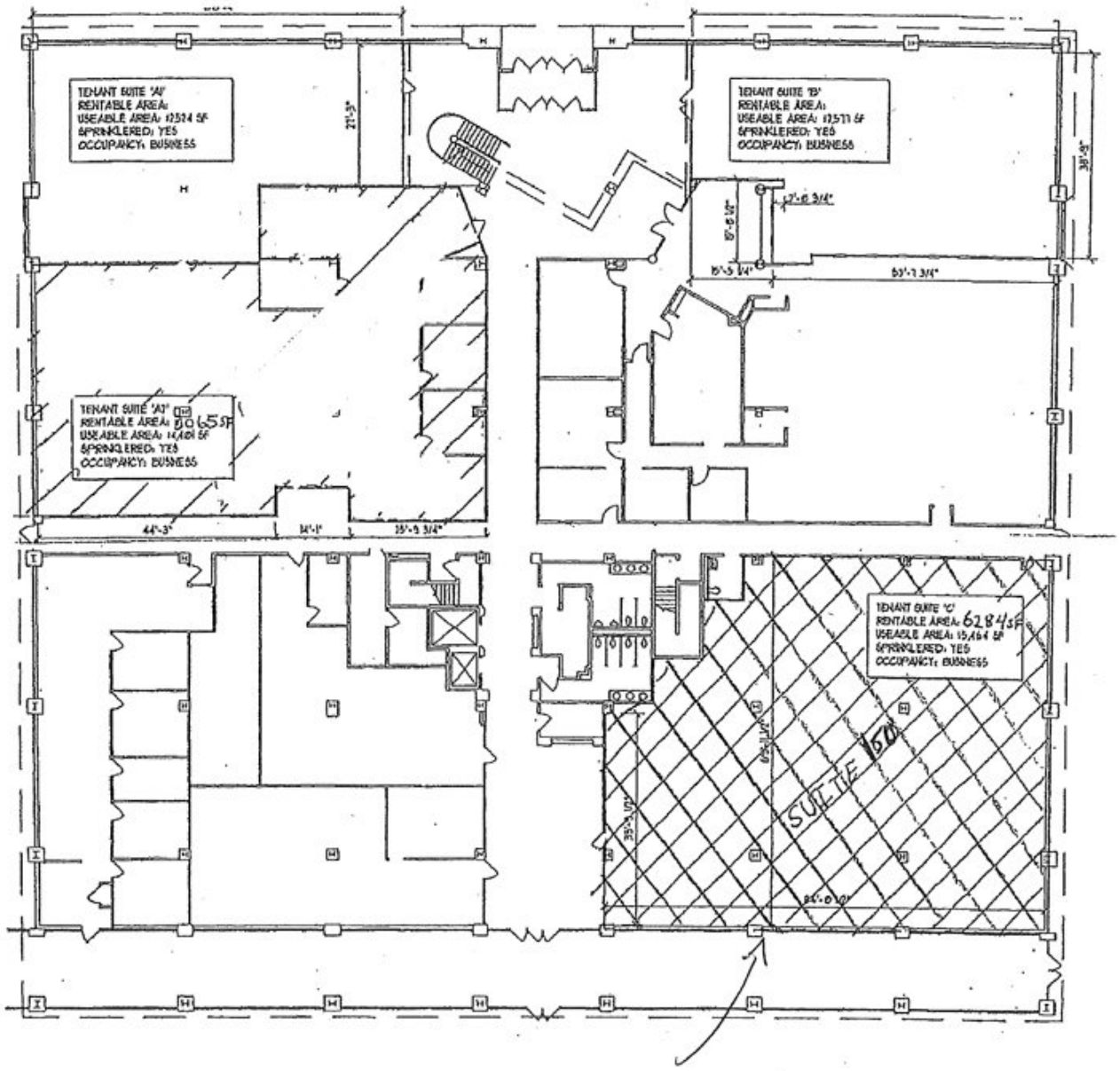
EXHIBIT E

Offer Space

[See Attached]

Exhibit E

(Page 1 of 2)



Offer Space: Suite 200, which space contains approximately 33,237 square feet of space and is located on the second floor of the Building

FIFTH AMENDMENT TO SUBLEASE

THIS FIFTH AMENDMENT TO SUBLEASE (this " **Fifth Amendment** ") is made and entered into as of July 10, 2013, by and between LUDLOW TECHNICAL PRODUCTS CORPORATION, a New York corporation (" **Sublandlord** "), and SYNACOR, INC., a Delaware corporation (" **Subtenant** ").

WITNESSETH :

A. Sublandlord is the tenant under that certain Property Lease dated March 13, 1998, with Waterfront Associates, LLC (" **Landlord** "), as landlord, covering Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the " **Building** "), as amended by that certain First Amendment to Lease dated April 29, 1998, that Second Amendment to Lease dated April 21, 1999, that Third Amendment to Lease dated July 30, 1999, and that Fourth Amendment to Lease dated December 30, 2007 (collectively, the Property Lease and amendments thereto are the " **Lease** ").

B. Under the terms and conditions of that certain Sublease dated as of March 3, 2006 (the " **Original Sublease** "), as amended by that certain First Amendment to Sublease (" **First Amendment** ") dated September 25, 2006, that certain Second Amendment to Sublease (" **Second Amendment** ") dated February 27, 2007, that certain Third Amendment to Sublease (" **Third Amendment** ") dated June 3 0, 2010, and that certain Fourth Amendment to Sublease (" **Fourth Amendment** ") dated May 21, 2013 (collectively, the " **Sublease** "), Subtenant subleased from Sublandlord approximately 38,772 rentable square feet of space located on the first and third floors of the Building (the " **Existing Premises** "), which Existing Premises is more particularly described in the Sublease as the Premises.

C. Under the terms and conditions of the Sublease, Subtenant desires to sublease additional space on the first floor of the Building, which additional space contains approximately 6,284 rentable square feet of space and is more particularly depicted as "Suite C" on Exhibit A , attached hereto and incorporated herein (the " **Suite C Premises** "); and Sublandlord has agreed to sublease such Suite C Premises to Subtenant on the terms and conditions of the Sublease, as modified herein.

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

1. **Suite C Premises** . Conditioned upon receipt by Sublandlord of Landlord's written consent executed in substantially the form attached hereto as Exhibit B, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Suite C Premises on the terms and conditions of the Sublease, as modified hereby. Accordingly, from and after the Effective Date (hereinafter defined), the term " **Premises** " will refer collectively to the Existing Premises and the Suite C Premises; the Premises will contain approximately 45,056 rentable square feet of space; and Subtenant's Share shall be increased to 43.82%, which is the percentage obtained by dividing the number of rentable square feet in the Premises (45,056) by the number of rentable square feet in the Building (102,816). Sublandlord and Subtenant

stipulate that the number of rentable square feet in the Existing Premises, the Suite C Premises, and the Building is correct.

2. **Term for Suite C Premises** . The term for the Suite C Premises shall begin on the Effective Date and shall expire on the Expiration Date as set forth in Section 2.3 of the Original Sublease (i.e., March 31, 2016). As used herein, the " **Effective Date** " shall mean the earlier of (a) the date on which Subtenant occupies any portion of the Suite C Premises and begins conducting business therein, or (b) the date on which Sublandlord delivers to Subtenant possession of the Suite C Premises. Subtenant shall accept possession of the Suite C Premises on the date when Sublandlord tenders possession thereof to Subtenant.

Subtenant shall execute and deliver to Sublandlord, within ten days after Sublandlord has requested the same, a letter confirming (i) the Effective Date, and (ii) Subtenant has accepted the Suite C Premises.

3. **Rent for Suite C Premises** . The annual fixed rent due under the Sublease for the Suite C Premises shall be $14.00 per rentable square foot in the Suite C Premises, payable in equal monthly installments of $7,331.33 per month, beginning on the Effective Date. Thus, commencing on the Effective Date, the total monthly fixed rent due under the Sublease for the Premises shall be $52,565.33.

4. **Security Deposit** . Contemporaneously with the execution hereof, and as a condition to the effectiveness of this Fifth Amendment, Subtenant shall deliver to Sublandlord an additional $7,331.33 to be held as part of the Security Deposit under the Sublease. After such additional deposit, the Security Deposit will total $52,565.33.

5. **AS-IS Condition** . Subtenant hereby accepts the Suite C Premises in their presently existing " **AS-IS** " condition. Subtenant acknowledges that (a) it was given a full opportunity to inspect the Suite C Premises; (b) as of the Effective Date, Subtenant has inspected the Suite C Premises; and (c) neither Sublandlord nor its agents or employees has made any representations or warranties as to the condition of the Suite C Premises, or the suitability or fitness of the Suite C Premises for the conduct of Subtenant's business or for any other purpose. Sublandlord has no obligation to perform any work, alterations, or tenant improvements in the Suite C Premises (including without limitation demolition of any improvements existing therein or construction of any tenant finish-work or other improvements therein); and Sublandlord shall not be obligated to reimburse Subtenant or provide an allowance for any costs related to the demolition or construction of improvements therein.

6. **Alterations** . Subtenant shall not without Landlord and Sublandlord's prior written consent, which consent shall not be unreasonably withheld, make or perform any alterations, additions, or improvements to the Premises (collectively, " **Alterations** "). Subtenant shall request Sublandlord's consent at least thirty (30) days before the commencement of any construction, and Subtenant shall provide, in connection with such consent request, plans and specifications for such Alterations, which plans and specifications are subject to Sublandlord's approval, which shall not be unreasonably withheld as set forth above. All Alterations shall be performed at Subtenant's expense.

All Alterations performed by or on behalf of Subtenant shall be done in a good and workmanlike manner by contractors reasonably approved by Sublandlord and in accordance with Article 8 of the Original Sublease. Subtenant shall, at Subtenant's expense, before making any Alterations, (i) obtain all permits and approvals required by any governmental authority and (upon completion thereof) certificates of occupancy and any other certificates of final approval thereof, and shall promptly deliver to Sublandlord copies of such permits and approvals; and (ii) provide Sublandlord with certificates evidencing appropriate builder's risk, liability, and worker's compensation insurance coverage in commercially reasonable amounts during the performance of any such Alterations.

Any and all Alterations made by or on behalf of Subtenant in, to or upon the Premises shall become the property of Sublandlord and shall remain upon and be surrendered with the Premises unless Sublandlord elects to relinquish Sublandlord's right thereto and to have them removed by Subtenant, in which event the same shall be removed from the Premises by Subtenant prior to the Expiration Date, at Subtenant's expense. Nothing in this Section shall be construed to give Sublandlord title to or to prevent Subtenant's removal of trade fixtures or moveable office furniture or equipment, but upon removal of any of the same or upon removal of other Alterations as may be required by Sublandlord, Subtenant shall repair any damage to the Building or the Premises caused by such removal, except structural damage, which, at Sublandlord's option, shall be repaired by Sublandlord at Subtenant's expense. All Alterations permitted or required to be removed by Subtenant remaining in the Premises after the end of the Term shall be deemed abandoned and may, at the election of Sublandlord, either be retained as Sublandlord's property or removed from the Premises by Sublandlord.

7. **Right of First Offer** . Subtenant and Sublandlord hereby acknowledge and agree that the right of first offer set forth in Article 16 of the Original Sublease, Section 5 of the First Amendment, Section 5 of the Second Amendment, Section 7 and Exhibit D of the Third Amendment, and Section 8 of the Fourth Amendment (captioned "Right of First Offer") is hereby deleted and has no further force or effect.

Subject to then-existing renewal or expansion options of other subtenants, and provided no default by Subtenant exists, Sublandlord shall, before offering the same to any party (other than the then-current subtenant therein), first offer to lease to Subtenant the space commonly known as Suite 200, which space contains approximately 33,237 square feet of space, is located on the second floor of the Building (the " **Offer Space** " **)** in an " **AS-IS** " condition; such offer shall be in writing and specify the lease terms for the Offer Space, including the rent to be paid for the Offer Space and the date on which the Offer Space shall be included in the Premises (the " **Offer Notice** " **)** . Sublandlord shall use good faith in determining the rent amount for the Offer Space. The Offer Notice shall be substantially similar to the Offer Notice attached to the Original Sublease as Exhibit E . Subtenant shall notify Sublandlord in writing whether Subtenant elects to lease the entire Offer Space on the terms set forth in the Offer Notice, within ten (10) days after Sublandlord delivers to Subtenant the Offer Notice. If Subtenant timely elects to lease the Offer Space, then Sublandlord and Subtenant shall execute an amendment to this Sublease, effective as of the date the Offer Space is to be included in the Premises, on the terms set forth in the Offer Notice and, to the extent not inconsistent with the Offer Notice terms, the terms of the Sublease; however, Subtenant shall accept the Offer Space in an " **AS-IS** " condition. Notwithstanding the foregoing, if before Sublandlord's delivery to Subtenant of the Offer Notice, Sublandlord has

received an offer to lease all or part of the Offer Space from a third party (a " **Third Party Offer** ") and such Third Party Offer includes space in excess of the Offer Space, Subtenant must exercise its rights hereunder, if at all, as to all of the space contained in the Third Party Offer.

If Subtenant fails or is unable to timely exercise its right hereunder, then such right shall lapse, time being of the essence with respect to the exercise thereof (it being understood that Subtenant's right of first offer hereunder is a one-time right only with respect to each Offer Space), and Sublandlord may lease all or a portion of the Offer Space to third parties on such terms as Sublandlord may elect. Subtenant may not exercise its rights under this Section 7 if a default exists or Subtenant is not then occupying the entire Premises. For purposes hereof, if an Offer Notice is delivered for less than all of the Offer Space but such notice provides for an expansion, right of first refusal, or other preferential right to lease some of the remaining portion of the Offer Space, then such remaining portion of the Offer Space shall thereafter be excluded from the provisions of this Sublease. In no event shall Sublandlord be obligated to pay a commission with respect to any space leased by Subtenant under this Section 7, and Subtenant and Sublandlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

Subtenant's rights under this Section 7 shall terminate if (a) this Sublease or Subtenant's right to possession of the Premises is terminated, (b) Subtenant assigns any of its interest in this Sublease or sublets any portion of the Premises, or (c) less than two full calendar years remain in the initial Term of this Sublease.

8. **Parking** . Sublandlord and Subtenant acknowledge and agree that Subtenant's parking rights in connection with the Premises are set forth in Section 9 of the Fourth Amendment and that no additional rights to use the Parking Facilities are granted to Subtenant in connection with this Fifth Amendment.

9. **Landlord Consent** . Sublandlord's execution of this Fifth Amendment and the effectiveness of this Fifth Amendment are conditioned upon receipt by Sublandlord of Landlord's written consent executed in substantially the form attached hereto as Exhibit B (" **Landlord's Consent** ").

10. **Brokerage** . Sublandlord and Subtenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Fifth Amendment other than CBRE. Subtenant shall indemnify Sublandlord against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under Subtenant. Sublandlord shall indemnify Subtenant against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under Sublandlord.

11. **Binding Effect; Governing Law; Recitals** . Except as modified hereby, the Sublease shall remain in full effect, and the Sublease and this Fifth Amendment shall be binding upon Sublandlord and Subtenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Fifth Amendment and the terms of the

Sublease, the terms of this Fifth Amendment shall prevail. This Fifth Amendment shall be governed by the laws of the State of New York. The recitals at the beginning of this Fifth Amendment are hereby incorporated as if fully set forth herein. Capitalized terms used herein but not defined shall have the meaning given such terms under the Sublease.

12. **Counterparts** . This Fifth Amendment may be executed in multiple counterparts, each of which shall constitute an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. If any signature to this Fifth Amendment is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, then such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. This Fifth Amendment shall become effective when both Sublandlord and Subtenant have received a counterpart hereof signed by the other, subject to receipt of Landlord's Consent.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON NEXT TWO PAGES]

IN WITNESS WHEREOF Sublandlord has duly executed this Fifth Amendment as of the day and year first above written.

SUBLANDLORD:

LUDLOW TECHNICAL PRODUCTS CORPORATION

By: /s/ David Colleran
Name: David Colleran
Title: Vice President and Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF BRISTOL)

On the 10th day of July, 2013, before me, the undersigned, a Notary Public in and for said Commonwealth of Massachusetts, personally appeared David Colleran, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Bristol County, Massachusetts.

/s/ Kerri Joyce
Notary Public
My Commission Expires: 12/12/19

[SEAL]

IN WITNESS WHEREOF Subtenant has duly executed this Fifth Amendment as of the day and year first above written.

SUBTENANT:

SYNACOR, INC.

By: /s/ William J. Stuart
Name: William J. Stuart
Title: Chief Financial Officer

State OF)
New York
) ss.
COUNTY)
OF Erie

On the 9th day of July, 2013, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Robert S. Rusak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Erie County, New York.

/s/ Carolyn Ann Forbes
Notary Public
[SEAL] My Commission Expires:

CAROLYN ANN FORBES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FO6239156
Qualified in Erie County
My Commission Expires April 18, 2015

EXHIBIT A

Suite C Premises

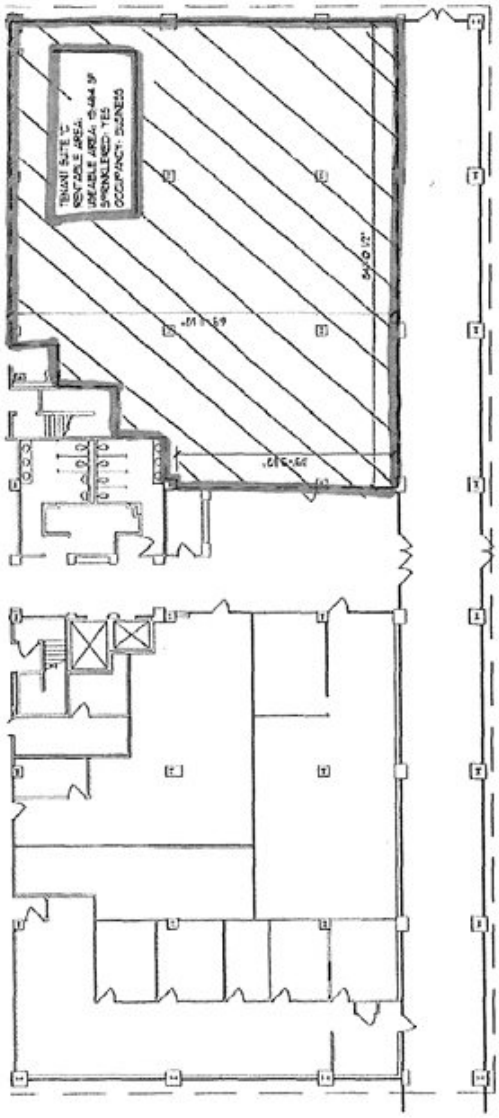


EXHIBIT B

Landlord Consent to Fifth Amendment (Synacor)

Waterfront Associates, LLC, as successor by conversion to Waterfront Associates (" **Landlord** "), is the landlord under the Property Lease dated March 13, 1998, with Ludlow Technical Products Corporation, formerly known as Graphic Controls Corporation (" **Sublandlord** "), as tenant, for that certain building containing approximately 102,816 rentable square feet of space and commonly known as Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the " **Building** "), which Property Lease was amended by that certain First Amendment to Lease dated April 29, 1998, that Second Amendment to Lease dated April 21, 1999, that Third Amendment to Lease dated July 30, 1999, and that Fourth Amendment to Lease dated December 30, 2007 (as amended, the " **Lease** ").

Under that certain Sublease dated as of March 3, 2006, as amended by that First Amendment to Sublease dated September 25, 2006, that Second Amendment to Sublease dated February 27, 2007, that Third Amendment to Sublease dated June 30,2010, and that Fourth Amendment to Sublease dated May 21, 2013 (collectively, the " **Sublease** ") by and between Sublandlord and Synacor, Inc., a Delaware corporation, as subtenant (" **Subtenant** "), Subtenant subleases a portion of the Building, which portion contains approximately 33,711 rentable square feet of space, is located on the first and third floors of the Building, and is defined as the "Premises" in the Sublease.

Subtenant and Sublandlord have now entered into that certain Fifth Amendment to Sublease dated as of , 2013 (the " **Fifth Amendment** "). A copy of the Fifth Amendment is attached to this Landlord Consent. Under the Fifth Amendment, Subtenant is subleasing an additional 6,284 rentable square feet of space located on the first floor of the Building (the " **Suite C Premises** "), which Suite C Premises is more particularly described in the Fifth Amendment.

Landlord hereby acknowledges and agrees that it has received and reviewed a copy of the Fifth Amendment. After review, Landlord consents to the provisions of the enclosed Fifth Amendment. Further, Landlord hereby waives any rights Landlord or its designee may have under Section 14.05 of the Lease to terminate the Lease with respect to the Suite C Premises, to sublease the Suite C Premises, or to otherwise recapture the Suite C Premises. This Landlord Consent shall not be deemed to constitute consent by the undersigned to any subletting other than that described in the Fifth Amendment.

Landlord :

Waterfront Associates, LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 10.11.7

SIXTH AMENDMENT
TO
SUBLEASE

THIS SIXTH AMENDMENT TO SUBLEASE (this " **Amendment** ") is made and entered as of this 8 th day of February, 2016 (the "Effective Date") by and between **COVIDIEN LP** , a Delaware limited partnership, as successor in interest to Ludlow Technical Products Corporation, a New York corporation formerly known as Graphic Controls Corporation (" **Sublandlord** "), and **SYNACOR, INC** ., a Delaware corporation (" **Subtenant** ").

WITNESSETH:

A. Sublandlord is the tenant under that certain Property Lease dated March 13, 1998, with Waterfront Associates, LLC ("Landlord"), as landlord, covering Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the "Building"), as amended by that certain First Amendment to Lease dated April 29,1998, that Second Amendment to Lease dated April 21, 1999, that Third Amendment to Lease dated July 30, 1999, and that Fourth Amendment to Lease dated December 30, 2007 (collectively, the Property Lease and amendments thereto are the "Lease").

B. Under the terms and conditions of that certain Sublease dated as of March 3,2006 (the " **Original Sublease** "), as amended by that certain First Amendment to Sublease (" **First Amendment** ") dated September 25, 2006, that certain Second Amendment to Sublease (" **Second Amendment** ") dated February 27, 2007, that certain Third Amendment to Sublease (" **Third Amendment** ") dated June 30, 2010, that certain Fourth Amendment to Sublease (" **Fourth Amendment** ") dated May 21, 2013 and that certain Fifth Amendment to Sublease (" **Fifth Amendment** ") dated July 10, 2013 (collectively, the "Sublease"), Subtenant subleased from Sublandlord approximately 45,056 rentable square feet of space located on the first and third floors of the Building (the " **Existing Premises** "), which Existing Premises is more particularly described in the Sublease as the Premises.

C. The Term of the Sublease expires on March 31, 2016 and Sublandlord and Subtenant desire to extend the Term of the Sublease.

D. In addition, Subtenant also desires to vacate and surrender to Sublandlord, the space located on the first floor of the Building effective March 31, 2016.

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

ARTICLE I
EXTENSION OF TERM

Section 1.1 Commencement Date . The extended term (the "Extension Term") of this Sublease shall commence April 1, 2016, and the Extension Term shall expire upon the Expiration Date (hereinafter defined).

Section 1.2 Expiration Date . Subject to the terms, covenants, or conditions of the Sublease and the Early Termination provision set forth in Section 1.3 of this Amendment, the Extension Term shall end on the earlier of: (a) December 31,2017, or (b) five days before the expiration or earlier termination, for any reason whatsoever, of the Lease. The date of expiration of this Sublease shall be referred to herein as the "Expiration Date."

Section 1.3 Early Termination by Subtenant . Provided that Subtenant is not in default at the time Subtenant delivers notice, Subtenant may, at its sole option, terminate the Sublease effective as of June 30, 2017 (the "Cancellation Date"). To exercise such termination right, Subtenant must no later than March 31, 2017, give notice thereof to Sublandlord together with Subtenant's payment to Sublandlord of $30,808.00 (the "Cancellation Fee") in lawful money of the United States of America. As a condition to the effectiveness of Subtenant's termination right, Subtenant shall pay to Sublandlord prior to the Cancellation Date any past-due amounts then outstanding under the Sublease. If Subtenant fails timely to deliver the Cancellation Fee or the cancellation notice or is otherwise unable to comply with or exercise this cancellation option, then Subtenant's right to cancel the Sublease .Time is of the essence with respect thereto.

Section 1.4 Month to Month Extension . Provided that Subtenant is not in default at the time Subtenant delivers notice, Subtenant may extend this Sublease on a month to month basis beyond the Expiration Date, but in no event beyond October 31, 2018. To exercise such extension right, Subtenant must no later than November 30, 2017, give notice thereof to Sublandlord. During any such extension of the Sublease beyond the Expiration Date, either Sublandlord or Subtenant may terminate this Sublease at the end of any calendar month by giving the other party sixty days prior written notice of such termination.

ARTICLE 2
EXTENSION AS TO A PORTION OF THE PREMISES ONLY

Section 2.1 Extension Premises . The Extension Term shall only apply to that portion of the Existing Premises located on the third floor of the Building in which the Existing Premises are located as set forth on the attached Exhibit A (the "Extension Premises"). Subtenant and Sublandlord agree that the Extension Premises contain 30,808 square feet and, that Subtenant will vacate and surrender to Sublandlord, all other portions of the Existing Premises as of March 31, 2016. Thereafter, Subtenant's Share, as defined in Section 1.1 (i) of the Sublease shall be 29.96%, which is the percentage obtained by dividing the number of rentable square feet in the Extension Premises (30,808) by the number of rentable square feet in the Building (102,816).

Section 2.2 AS-IS Condition of Premises . Subtenant accepts the Extension Premises "AS-IS" in its presently existing condition, and Sublandlord shall not be required to perform any demolition work or tenant-finish work therein or to provide any allowances therefor.

Section 2.3 Subtenant's Improvements . Subtenant may perform improvements in the Extension Premises subject to compliance with all of the terms, conditions and requirements of the Lease and the Sublease.

Section 2.4 Parking . Sublandlord and Subtenant agree that Section 9(a) of the Fourth Amendment is hereby amended by deleting the phrase "one hundred and fifty five (155)" and inserting the phrase "one hundred and twenty-five (125)" in its place.

ARTICLE 3
RENT

Section 3.1 Adjustment to Fixed Rent . Fixed Rent due during the Extension Term in the amount of shall be payable in equal monthly installments of $30,808.00 each for the period commencing upon the Commencement Date of the Extension Term and expiring on the Expiration Date, subject to Sections 1.3 and 1.4 hereof. Should the Sublease Term be extended on a month to month basis pursuant to Section 1.4 hereof, monthly installments of Fixed Rent in the amount of $30,808.00 shall continue to be paid by Subtenant to Sublandlord until such time as the Sublease is terminated.

Section 3.2 Security Deposit . On or before April 30,2016, Sublandlord shall pay to the Subtenant the sum of $16,622.66 which represents a refund of the Security Deposit previously paid by Subtenant to Sublandlord for that portion of the Existing Premises located on the first floor of the Building which will be surrendered and vacated by Subtenant on or before March 31, 2016.

Section 3.3 Payment of Rent . All Rent payments due to Sublandlord under the Sublease shall be made to: Covidien LP, Attn: Global Real Estate, 710 Medtronic Pkwy. MS LS-120, Minneapolis, MN 55432

ARTICLE 4
BROKERAGE

Section 4.1 Representation and Indemnification . Sublandlord and Subtenant each warrant to the other that in the negotiation of this Sixth Amendment to Sublease they dealt with no real estate broker or salesman except Pyramid Brokerage Company/Cushman Wakefield and CB Richard Ellis Buffalo NY, LLC. Sublandlord shall compensate such broker pursuant to a separate agreement. Except as otherwise set forth herein, each of Subtenant and Sublandlord shall indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent.

ARTICLE 5
NOTICES

Section 5.1 Notices. Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith to Sublandlord shall be in writing and shall be directed as follows:

Covidien LP
710 Medtronic Parkway
Minneapolis, MN 55432-5604
Attn: Real Estate Dept. MS LS-120

ARTICLE 6
MISCELLANEOUS TERMS

Section 6.1 Ratification . Subtenant and Sublandlord hereby ratify and confirm their respective rights and obligations under the Sublease, and represent and warrant to the other that they each have no defenses thereto.

Section 6.2 Binding Effect: Governing Law: Recitals . Except as modified hereby, the Sublease shall remain in full effect, and the Sublease and this Sixth Amendment shall be binding upon the Sublandlord and Subtenant and their successors and assigns. If any inconsistency exists or arises between the terms of this Sixth Amendment and the terms of the Sublease, the terms of this Sixth Amendment shall prevail. This Sixth Amendment shall be governed by the laws of the State of New York. The recitals at the beginning of this Sixth Amendment are hereby incorporated as of fully set forth herein. Capitalized terms used herein but not defined shall have the meanings given such terms under the Sublease.

Section 6.3 Counterparts . This Sixth Amendment may be executed in multiple counterparts, each of which shall constitute an original, with the same effect as if the signatures thereto were upon the same instrument. If any signature to this Sixth Amendment is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, then such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. This Sixth Amendment shall become effective when both Sublandlord and Subtenant have received a counterpart hereof signed by the other.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sixth Amendment to Sublease as of the day and year first above written.

SUBLANDLORD:		SUBTENANT:	
Covidien LP		Synacor, Inc.	
By:	/s/ Ann Brown	By:	/s/ William J. Stuart
Name:	Ann Brown	Name:	William J. Stuart
Title:	Sr. Director, Global Real Estate	Title:	CFO

State of New York)
) ss.
County of Erie)

On the 8 th day of February, in the year 2016, before me, the undersigned, a Notary Public in and for said state of New York, personally appeared William J. Stuart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Erie County, New York.

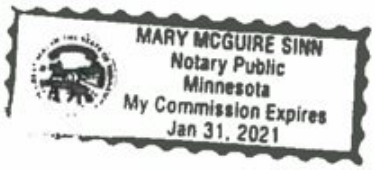
/s/ Michelle L. Bouton
Notary Public
My Commission Expires: 7/9/2016

State of Minnesota)
) ss.
County of Anoka)

On the 8th day of Feb. in the year 2016 before me, the undersigned, a Notary Public in and for said state of Minnesota, personally appeared Ann Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of whom the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Anoka County, Minnesota.

/s/ Mary McGuire Sinn
Notary Public
My Commission Expires: 1/31/2021

[SEAL]



Landlord Consent to Sixth Amendment (Synacor)

D&S Capital Real Estate III, LLC, successor in interest by acquisition to Waterfront Associates, LLC, as successor by conversion to Waterfront Associates (" **Landlord** "), is the landlord under the Property Lease dated March 13,1998, with Covidien LP, a Delaware limited partnership, as successor in interest to Ludlow Technical Products Corporation, formerly known as Graphic Controls Corporation (" **Sublandlord** "), as tenant, for that certain building containing approximately 102,816 rentable square feet of space and commonly known as Building No. 3, Waterfront Village Center, 40 La Riviere Drive, Buffalo, New York 14202 (the "Building"), which Property Lease was amended by that certain First Amendment to Lease dated April 29,1998, that Second Amendment to Lease dated April 21,1999, that Third Amendment to Lease dated July 30,1999, and that Fourth Amendment to Lease dated December 30, 2007 (as amended, the " **Lease** ").

Under that certain Sublease dated as of March 3, 2006, as amended by that First Amendment to Sublease dated September 25, 2006, that Second Amendment to Sublease dated February 27, 2007, that Third Amendment to Sublease dated June 30, 2010, that Fourth Amendment to Sublease (" **Fourth Amendment** ") dated May 21, 2013 and that Fifth Amendment to Sublease (" **Fifth Amendment** ") dated July 10, 2013 (collectively, the " **Sublease** ") by and between Sublandlord and Synacor, Inc., a Delaware corporation, as subtenant (" **Subtenant** "), Subtenant subleases a portion of the Building, which portion contains approximately 45,056 rentable square feet of space, is located on the first and third floors of the Building, and is defined as the "Premises" in the Sublease.

Subtenant and Sublandlord have now entered into that certain Sixth Amendment to Sublease dated as of February 8, 2016 (the " **Sixth Amendment** "). A copy of the Sixth Amendment is attached to this Landlord Consent. Under the Sixth Amendment, the Term of the Sublease is extended to the earlier of: (a) December 31,2017, or (b) five days before the expiration or earlier termination, for any reason whatsoever, of the Lease, or (c) June 30, 2017 if Subtenant exercises the early termination right set forth in the Sixth Amendment. Also under the Sixth Amendment, effective March 31,2016, Subtenant is relinquishing all of the first floor space subleased by Subtenant consisting of 14,248 rentable square feet of space resulting in The area being subleased by Subtenant being reduced to 30,808 rentable square feet, all on the third floor of the Building.

Landlord hereby acknowledges and agrees that it has received and reviewed a copy of the Sixth Amendment. After review, Landlord consents to the provisions of the enclosed Sixth Amendment. This Landlord Consent shall not be deemed to constitute consent by the undersigned to any subletting other than that described in the Sixth Amendment.

Landlord:

D&S Capital Real Estate III, LLC

By: /s/ Fadi Dagher

Name: Fadi Dagher, MD

Title: President

Date: 2/22/15

JOINDER
TO
LOAN AND SECURITY AGREEMENT

This JOINDER TO LOAN AND SECURITY AGREEMENT (this "Agreement") is entered into this 13th day of April, 2015, by and among (a) SILICON VALLEY BANK ("Bank"), and (b)(i) SYNACOR, INC., a Delaware corporation ("Existing Borrower"), and (ii) NTV INTERNET HOLDINGS, LLC, a Delaware limited liability company ("New Borrower"; and together with Existing Borrower, jointly and severally, individually and collectively, "Borrower").

R ECITALS

A. Bank and Existing Borrower have entered into that certain Loan and Security Agreement dated as of September 27, 2013, as amended by that certain First Amendment to Loan and Security Agreement dated as of October 28, 2014, between Existing Borrower and Bank (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement").

B. Bank has extended credit to Existing Borrower for the purposes permitted in the Loan Agreement.

C. Existing Borrower, together with New Borrower, has requested that New Borrower join the obligations and liabilities of Existing Borrower to Bank pursuant to the Loan Agreement.

D. Bank has agreed to so add New Borrower as Borrower under the Loan Agreement.

A GREEMENT

Now, T HEREFORE , in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Loan Agreement.

2. Joinder to Loan Agreement. New Borrower hereby joins the Loan Agreement and each of the other appropriate Loan Documents, and agrees to comply with and be bound by all of the terms, conditions and covenants of the Loan Agreement and each of the other appropriate Loan Documents as if New Borrower was originally named "Borrower" therein. Without limiting the generality of the preceding sentence, New Borrower hereby assumes and agrees to pay and perform when due all present and future indebtedness, liabilities and obligations of Borrower under the Loan Agreement, including, without limitation, the Obligations. From and after the date hereof, all references in the Loan Documents to "Borrower" shall be deemed to refer to and include each of Existing Borrower and New Borrower. Further, all present and future Obligations of Borrower shall be deemed to refer to all

present and future Obligations of both Existing Borrower and New Borrower. New Borrower acknowledges that the Obligations are due and owing to Bank from Borrowers including, without limitation, New Borrower, without any defense, offset or counterclaim of any kind or nature whatsoever as of the date hereof.

3. Grant of Security Interest. New Borrower hereby grants Bank, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Bank, New Borrower's Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. New Borrower represents, warrants, and covenants that the security interest granted by New Borrower herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that expressly may have superior priority to Bank's Lien under the Loan Agreement). New Borrower hereby authorizes Bank to file financing statements, without notice to any Borrower, with all appropriate jurisdictions to perfect or protect Bank's interest or rights hereunder, including a notice that any disposition of the Collateral, by either any Borrower or any other Person, shall be deemed to violate the rights of Bank under the Code.

4. Subrogation and Similar Rights. Each Borrower (in each case including, without limitation, New Borrower) waives any suretyship defenses available to it under the Code or any other applicable law, and any right to require Bank to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Bank may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement, the Loan Agreement, or any other Loan Document, each Borrower irrevocably agrees that it will not exercise, until all Obligations (other than inchoate indemnity obligations) have been paid in full and this Agreement is terminated, any right that it may have at law or in equity (including, without limitation, any law subrogating such Borrower to the rights of Bank under the Loan Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by such Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by such Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this section shall be subordinated to the Obligations under the Loan Agreement. If any payment is made to a Borrower in contravention of this section, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured. Each Borrower may, acting singly, request Credit Extensions under the Loan Agreement. Each Borrower hereby appoints the other as agent for the other for all purposes under the Loan Agreement, including with respect to requesting Credit Extensions hereunder. Each Borrower shall be jointly and severally obligated to repay all Credit Extensions made under the Loan Agreement, regardless of which Borrower actually receives said Credit Extension, as if each Borrower directly received all Credit Extensions.

5. Delivery of Documents. Borrower hereby agrees that the following documents shall be delivered to Bank prior to or concurrently with this Joinder Agreement, each in form and substance satisfactory to Bank:

(a) a limited liability company borrowing certificate for New Borrower with respect to New Borrower's certificate of formation, operating agreement, incumbency and resolutions authorizing the execution and delivery of this Agreement and the other documents required by Bank in connection with this Agreement;

(b) a long form certificate of the Secretary of State of Delaware certified within the past thirty (30) days as to New Borrower's legal existence and good standing;

(c) a certificate of Good Standing/Foreign Qualification from each other state in which New Borrower is qualified to transact business, certified within the past thirty (30) days as to New Borrower's existence and good standing in such jurisdiction;

(d) the results of UCC and other lien searches with respect to New Borrower indicating no Liens other than Permitted Liens and otherwise in form and substance satisfactory to Bank;

(e) an Intellectual Property Security Agreement and completed exhibits thereto, and copies of searches with the United States Patent and Trademark Office and the United States Copyright Office for New Borrower;

(f) a Perfection Certificate for New Borrower;

(g) landlord's consents for each of New Borrower's leased locations are required by Bank; and

(h) such other documents as Bank may reasonably request.

6. Representations and Warranties. To induce Bank to enter into this Agreement, each Borrower hereby represents and warrants to Bank as follows:

6.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

6.2 Each Borrower has the power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Agreement, as amended by this Agreement;

6.3 The organizational documents of Existing Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

6.4 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

6.5 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not and will not contravene (a) any law or regulation binding on or affecting any Borrower, (b) any contractual restriction with a Person binding on any Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on any Borrower, or (d) the organizational documents of any Borrower;

6.6 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on each Borrower, except as already has been obtained or made; and

6.7 This Agreement has been duly executed and delivered by each Borrower and is the binding obligation of each Borrower, enforceable against each Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

7. Ratification of Intellectual Property Security Agreements. Existing Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in that certain Intellectual Property Security Agreement between Existing Borrower and Bank, dated as of September 27, 2013, and acknowledges, confirms and agrees that such Intellectual Property Security Agreement (a) contains an accurate and complete listing of all Intellectual Property Collateral, as defined in such Intellectual Property Security Agreement, and (b) shall remain in full force and effect.

8. Ratification of Perfection Certificate. Existing Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in a certain Perfection Certificate dated as of September 27, 2013 and updated as of October 28, 2014, previously delivered by Existing Borrower to Bank, and acknowledges, confirms and agrees the disclosures and information Existing Borrower provided to Bank in said Perfection Certificate have not changed, as of the date hereof.

9. Integration. This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

10. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

11. Effectiveness. This Agreement shall be deemed effective upon (a) the due execution and delivery to Bank of this Agreement by each party hereto, and (b) Borrower's payment of Bank's legal fees and expenses incurred in connection with this Agreement.

[Signature page follows.]

I N W ITNESS W HEREOF , the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

EXISTING BORROWER:

SYNACOR, INC.

By: /s/ William J. Stuart
Name: William J. Stuart
Title: Chief Financial Officer

NEW BORROWER:

NTV INTERNET HOLDINGS, LLC

By: /s/ William J. Stuart
Name: William J. Stuart
Title: Manager

BANK:

SILICON VALLEY BANK

By: /s/ Russell Follansbee
Name: Russell Follansbee
Title: Vice President

Exhibit 10.16.5

JOINDER
TO
LOAN AND SECURITY AGREEMENT

This JOINDER TO LOAN AND SECURITY AGREEMENT (this "Agreement") is entered into this 25th day of September, 2015, by and among (a) SILICON VALLEY BANK ("Bank"), and (b)(i) SYNACOR, INC., a Delaware corporation ("Synacor"), (ii) NTV INTERNET HOLDINGS, LLC, a Delaware limited liability company ("NTV"; and together with Synacor, jointly and severally, individually and collectively, "Existing Borrower"), and (iii) SYNC HOLDINGS, LLC, a Delaware limited liability company ("New Borrower"; and together with Existing Borrower, jointly and severally, individually and collectively, "Borrower").

RECITALS

A. Bank and Existing Borrower have entered into that certain Loan and Security Agreement dated as of September 27, 2013, as amended by that certain First Amendment to Loan and Security Agreement dated as of October 28, 2014, between Existing Borrower and Bank (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement").

B. Bank has extended credit to Existing Borrower for the purposes permitted in the Loan Agreement.

C. Existing Borrower, together with New Borrower, has requested that New Borrower join the obligations and liabilities of Existing Borrower to Bank pursuant to the Loan Agreement.

D. Bank has agreed to so add New Borrower as Borrower under the Loan Agreement.

AGREEMENT

NOW, THEREFORE , in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Loan Agreement.

2. Joinder to Loan Agreement. New Borrower hereby joins the Loan Agreement and each of the other appropriate Loan Documents, and agrees to comply with and be bound by all of the terms, conditions and covenants of the Loan Agreement and each of the other appropriate Loan Documents as if New Borrower was originally named "Borrower" therein. Without limiting the generality of the preceding sentence, New Borrower hereby assumes and agrees to pay and perform when due all present and future indebtedness, liabilities and obligations of Borrower under the Loan Agreement, including, without limitation, the Obligations. From and after the date hereof, all references in the Loan Documents to "Borrower" shall be deemed to refer to and include each of Existing Borrower and New

Borrower. Further, all present and future Obligations of Borrower shall be deemed to refer to all present and future Obligations of both Existing Borrower and New Borrower. New Borrower acknowledges that the Obligations are due and owing to Bank from Borrowers including, without limitation, New Borrower, without any defense, offset or counterclaim of any kind or nature whatsoever as of the date hereof.

3. Grant of Security Interest. New Borrower hereby grants Bank, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Bank, New Borrower's Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. New Borrower represents, warrants, and covenants that the security interest granted by New Borrower herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that expressly may have superior priority to Bank's Lien under the Loan Agreement). New Borrower hereby authorizes Bank to file financing statements, without notice to any Borrower, with all appropriate jurisdictions to perfect or protect Bank's interest or rights hereunder, including a notice that any disposition of the Collateral, by either any Borrower or any other Person, shall be deemed to violate the rights of Bank under the Code.

4. Subrogation and Similar Rights. Each Borrower (in each case including, without limitation, New Borrower) waives any suretyship defenses available to it under the Code or any other applicable law, and any right to require Bank to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Bank may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement, the Loan Agreement, or any other Loan Document, each Borrower irrevocably agrees that it will not exercise, until all Obligations (other than inchoate indemnity obligations) have been paid in full and this Agreement is terminated, any right that it may have at law or in equity (including, without limitation, any law subrogating such Borrower to the rights of Bank under the Loan Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by such Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by such Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this section shall be subordinated to the Obligations under the Loan Agreement. If any payment is made to a Borrower in contravention of this section, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured. Each Borrower may, acting singly, request Credit Extensions under the Loan Agreement. Each Borrower hereby appoints the other as agent for the other for all purposes under the Loan Agreement, including with respect to requesting Credit Extensions hereunder. Each Borrower shall be jointly and severally obligated to repay all Credit Extensions made under the Loan Agreement, regardless of which Borrower actually receives said Credit Extension, as if each Borrower directly received all Credit Extensions.

5. Delivery of Documents. Borrower hereby agrees that the following documents shall be delivered to Bank prior to or concurrently with this Joinder Agreement, each in form and substance satisfactory to Bank:

(a) a limited liability company borrowing certificate for New Borrower with respect to New Borrower's certificate of formation, operating agreement, incumbency and resolutions authorizing the execution and delivery of this Agreement and the other documents required by Bank in connection with this Agreement;

(b) a long form certificate of the Secretary of State of Delaware certified within the past thirty (30) days as to New Borrower's legal existence and good standing;

(c) a certificate of Good Standing/Foreign Qualification from each other state in which New Borrower is qualified to transact business, certified within the past thirty (30) days as to New Borrower's existence and good standing in such jurisdiction;

(d) the results of UCC and other lien searches with respect to New Borrower indicating no Liens other than Permitted Liens and otherwise in form and substance satisfactory to Bank;

(e) an Intellectual Property Security Agreement and completed exhibits thereto, and copies of searches with the United States Patent and Trademark Office and the United States Copyright Office for New Borrower;

(f) a Perfection Certificate for New Borrower;

(g) landlord's consents for each of New Borrower's leased locations are required by Bank; and

(h) such other documents as Bank may reasonably request.

6. Representations and Warranties. To induce Bank to enter into this Agreement, each Borrower hereby represents and warrants to Bank as follows:

6.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

6.2 Each Borrower has the power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Agreement, as amended by this Agreement;

6.3 The organizational documents of Existing Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

6.4 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

6.5 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not and will not contravene (a) any law or regulation binding on or affecting any Borrower, (b) any contractual restriction with a Person binding on any Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on any Borrower, or (d) the organizational documents of any Borrower;

6.6 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on each Borrower, except as already has been obtained or made; and

6.7 This Agreement has been duly executed and delivered by each Borrower and is the binding obligation of each Borrower, enforceable against each Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

7. Ratification of Intellectual Property Security Agreements. Existing Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in (a) that certain Intellectual Property Security Agreement between Synacor and Bank, dated as of September 27, 2013, and acknowledges, confirms and agrees that such Intellectual Property Security Agreement (i) contains an accurate and complete listing of all Intellectual Property Collateral, as defined in such Intellectual Property Security Agreement, and (ii) shall remain in full force and effect, and (b) that certain Intellectual Property Security Agreement between NTV and Bank, dated as of April 13, 2015, and acknowledges, confirms and agrees that such Intellectual Property Security Agreement (i) contains an accurate and complete listing of all Intellectual Property Collateral, as defined in such Intellectual Property Security Agreement, and (ii) shall remain in full force and effect.

8. Ratification of Perfection Certificate. Existing Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in (a) a certain Perfection Certificate dated as of September 27, 2013 and updated as of October 28, 2014, previously delivered by Synacor to Bank, and acknowledges, confirms and agrees the disclosures and information Synacor provided to Bank in said Perfection Certificate have not changed, as of the date hereof, except as updated as of the date hereof, and (b) a certain Perfection Certificate dated as of April 13, 2015, previously delivered by NTV to Bank, and acknowledges, confirms and agrees the disclosures and information NTV provided to Bank in said Perfection Certificate have not changed, as of the date hereof.

9. Integration. This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

10. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

11. Effectiveness. This Agreement shall be deemed effective upon (a) the due execution and delivery to Bank of this Agreement by each party hereto, and (b) Borrower's payment of Bank's legal fees and expenses incurred in connection with this Agreement.

[Signature page follows.]

I N W ITNESS W HEREOF , the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

EXISTING BORROWER:

SYNACOR, INC.

By: /s/ William J. Stuart
Name: William J. Stuart, Chief Financial Officer

NTV INTERNET HOLDINGS, LLC

By: /s/ William J. Stuart
Name: William J. Stuart, Manager

NEW BORROWER:

SYNC HOLDINGS, LLC

By: /s/ William J. Stuart
Name: William J. Stuart, Manager

BANK:

SILICON VALLEY BANK

By: /s/ Russell Follansbee
Name: Russell Follansbee
Title: Vice President

Exhibit 10.16.6

THIRD AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "Agreement") is entered into this 28th day of October, 2015, by and among (a) SILICON VALLEY BANK ("Bank"), and (b)(i) SYNACOR, INC., a Delaware corporation ("Synacor"), (ii) NTV INTERNET HOLDINGS, LLC, a Delaware limited liability company ("NTV"), and (iii) SYNC Holdings, LLC, a Delaware limited liability company ("SYNC"; and together with Synacor and NTV, jointly and severally, individually and collectively, "Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 27, 2013, as amended by that certain First Amendment to Loan and Security Agreement dated as of October 28, 2014, among Borrower and Bank, and as further amended by that certain Second Amendment to Loan and Security Agreement dated September 25, 2015, among Borrower and Bank (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to make certain changes to the terms set forth therein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Loan Agreement.

2. Amendment to Loan Agreement. The Loan Agreement shall be amended by deleting the following term and its definition set forth in Section 13.1 thereof and inserting in lieu thereof the following:

> " **Designated Deposit Account** " is each of (a) the multicurrency account denominated in Dollars, account number ending in 2816, maintained by Synacor, Inc. with Bank, (b) the multicurrency account denominated in Dollars, account number ending in 2045, maintained by Synacor with Bank, and (c) any other Account of Borrower maintained at Bank that Borrower and Bank shall agree in writing to designate as a "Designated Deposit Account" (email shall suffice)."

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Agreement, each Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Each Borrower has the power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Agreement, as amended by this Agreement;

4.3 The organizational documents of each Borrower previously delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

4.5 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not and will not contravene (a) any law or regulation binding on or affecting any Borrower, (b) any contractual restriction with a Person binding on any Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on any Borrower, or (d) the organizational documents of any Borrower;

4.6 The execution and delivery by each Borrower of this Agreement and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on each Borrower, except as already has been obtained or made; and

4.7 This Agreement has been duly executed and delivered by each Borrower and is the binding obligation of each Borrower, enforceable against each Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Ratification of Intellectual Property Security Agreements . Each Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in that certain Intellectual Property Security Agreement between such Borrower and Bank, dated as of September 27, 2013 for Synacor, April 13, 2015 for NTV and September 25, 2015 for SYNC, and acknowledges, confirms and agrees that each such Intellectual Property Security Agreement (a) contains an accurate and complete listing of all Intellectual Property Collateral, as defined in such Intellectual Property Security Agreement, and (b) shall remain in full force and effect.

6. Ratification of Perfection Certificate . Each Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in a certain Perfection Certificate previously delivered by such Borrower to Bank, and acknowledges, confirms and agrees the disclosures and information each Borrower provided to Bank in said Perfection Certificate have not changed, as of the date hereof, except as updated as of the date hereof.

7. Integration . This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

8. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

9. Effectiveness . This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, and (b) Borrower's payment of Bank's legal fees and expenses incurred in connection with this Amendment.

[Signature page follows.]

I N W ITNESS W HEREOF , the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

BORROWER:

SYNACOR, INC.

By: /s/ William J. Stuart
Name: William J. Stuart, Chief Financial Officer

NTV INTERNET HOLDINGS LLC

By: /s/ William J. Stuart
Name: William J. Stuart, Manager

SYNC HOLDINGS, LLC

By: /s/ William J. Stuart
Name: William J. Stuart, Manager

BANK:

SILICON VALLEY BANK

By: /s/ Russell Follansbee
Name: Russell Follansbee
Title: Vice President

Exhibit 21.1

Synacor, Inc.
List of Subsidiaries

Name	Jurisdiction
NTV Internet Holdings, LLC	Delaware
Synacor Canada, Inc.	Canada
Synacor China, Ltd.	Cayman Islands
Sync Holdings, LLC	Delaware
Zimbra Software, LLC	Texas
Zimbra Europe Limited	United Kingdom
Zimbra Technology India Private Limited	India
Zimbra Japan G.K.	Japan
Zimbra Singapore Pte Ltd	Singapore

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-179608, 333-188691, 333-194847, 333-198579, and 333-202852 on Form S-8 of our report dated March 21, 2016, relating to the consolidated financial statements of Synacor, Inc. and subsidiaries appearing in this Annual Report on Form 10-K of Synacor, Inc. for the year ended December 31, 2015.

/s/ Deloitte & Touche LLP

Williamsville, New York
March 21, 2016

Exhibit 31.1

CERTIFICATIONS

I, Himesh Bhise, certify that:

1. I have reviewed this Annual Report on Form 10-K 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 and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 22, 2016

By: /s/ HIMESH BHISE

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

Exhibit 31.2

CERTIFICATIONS

I, William J. Stuart, certify that:

1. I have reviewed this Annual Report on Form 10-K 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 and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 22, 2016

By: /s/ WILLIAM J. STUART

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

Exhibit 32.1

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 Annual Report of Synacor, Inc. on Form 10-K for the fiscal year ended December 31, 2015 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-K fairly presents, in all material respects, the financial condition and results of operations of Synacor, Inc.

Date: March 22, 2016

/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 Annual Report of Synacor, Inc. on Form 10-K for the fiscal year ended December 31, 2015 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-K fairly presents, in all material respects, the financial condition and results of operations of Synacor, Inc.

Date: March 22, 2016

/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-K 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-K), irrespective of any general incorporation language contained in such filing.