

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

(Mark One)

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

For the quarterly period ended **October 31, 2019**

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: **001-37493**

Ooma, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

06-1713274
(I.R.S. Employer
Identification No.)

525 Almanor Avenue, Suite 200, Sunnyvale, California 94085
(Address of principal executive offices)

(650) 566-6600
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.0001	OOMA	The New York Stock Exchange

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 every Interactive Data File required to be submitted 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 such files). Yes No

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. Yes No

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

As of November 30, 2019, there were 21.4 million shares of the registrant's common stock outstanding.

TABLE OF CONTENTS

	<u>Page</u>
<u>PART I. FINANCIAL INFORMATION</u>	
Item 1.	3
Financial Statements (unaudited):	3
Condensed Consolidated Balance Sheets	4
Condensed Consolidated Statements of Operations	5
Condensed Consolidated Statements of Cash Flows	6
Condensed Consolidated Statements of Stockholders' Equity	7
Notes to Condensed Consolidated Financial Statements	23
Item 2.	23
Item 3.	33
Item 4.	33
<u>PART II. OTHER INFORMATION</u>	
Item 1.	34
Item 1A.	34
Item 2.	60
Item 5.	60
Item 6.	60
Signatures	62

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

OOMA, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited, amounts in thousands, except share and per share data)

	October 31, 2019	January 31, 2019
Assets		
Current assets:		
Cash and cash equivalents	\$ 11,688	\$ 15,370
Short-term investments	15,786	27,253
Accounts receivable, net	5,015	3,723
Inventories	9,484	10,117
Other current assets	8,482	5,450
Total current assets	50,455	61,913
Property and equipment, net	4,977	4,563
Operating lease right-of-use assets	4,341	—
Intangible assets, net	7,149	2,635
Goodwill	4,264	3,898
Other assets	7,539	5,379
Total assets	<u>\$ 78,725</u>	<u>\$ 78,388</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 10,415	\$ 10,231
Accrued expenses and other current liabilities	21,716	19,048
Deferred revenue	16,005	15,443
Total current liabilities	48,136	44,722
Long-term operating lease liabilities	2,892	—
Other liabilities	269	619
Total liabilities	51,297	45,341
Commitments and contingencies (Note 11)		
Stockholders' equity:		
Preferred stock \$0.0001 par value: 10 million shares authorized; none issued and outstanding	—	—
Common stock \$0.0001 par value: 100 million shares authorized; 21.4 million and 20.3 million shares issued and outstanding, respectively	4	4
Additional paid-in capital	149,712	138,848
Accumulated other comprehensive income (loss)	14	(10)
Accumulated deficit	(122,302)	(105,795)
Total stockholders' equity	27,428	33,047
Total liabilities and stockholders' equity	<u>\$ 78,725</u>	<u>\$ 78,388</u>

See notes to condensed consolidated financial statements

OOMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(Unaudited, amounts in thousands, except share and per share data)

	Three Months Ended		Nine Months Ended	
	October 31, 2019	October 31, 2018	October 31, 2019	October 31, 2018
Revenue:				
Subscription and services	\$ 36,489	\$ 29,794	\$ 102,070	\$ 85,532
Product and other	3,106	2,814	8,875	8,979
Total revenue	39,595	32,608	110,945	94,511
Cost of revenue:				
Subscription and services	11,093	8,796	32,117	26,388
Product and other	6,462	3,739	14,035	11,339
Total cost of revenue	17,555	12,535	46,152	37,727
Gross profit	22,040	20,073	64,793	56,784
Operating expenses:				
Sales and marketing	13,205	10,755	37,498	30,149
Research and development	10,639	8,593	29,118	25,558
General and administrative	5,136	4,589	15,416	13,036
Total operating expenses	28,980	23,937	82,032	68,743
Loss from operations	(6,940)	(3,864)	(17,239)	(11,959)
Interest and other income, net	128	224	666	599
Loss before income taxes	(6,812)	(3,640)	(16,573)	(11,360)
Income tax benefit	28	146	66	277
Net loss	\$ (6,784)	\$ (3,494)	\$ (16,507)	\$ (11,083)
Net loss per share of common stock:				
Basic and diluted	\$ (0.32)	\$ (0.18)	\$ (0.79)	\$ (0.56)
Weighted-average shares of common stock outstanding:				
Basic and diluted	21,274,285	19,962,735	20,872,253	19,655,727

See notes to condensed consolidated financial statements

OOMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, amounts in thousands)

	Nine Months Ended	
	October 31, 2019	October 31, 2018
Cash flows from operating activities:		
Net loss	\$ (16,507)	\$ (11,083)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation expense	9,647	7,734
Depreciation and amortization of capital expenditures	1,976	1,717
Amortization of acquired intangible assets	900	540
Non-cash restructuring charges	1,603	—
Non-cash operating lease expense	1,365	—
Other	(79)	(613)
Changes in operating assets and liabilities:		
Accounts receivable, net	(289)	(207)
Inventories and deferred inventory costs	(644)	(1,693)
Prepaid expenses and other assets	(3,645)	(2,822)
Accounts payable and other liabilities	(1,438)	4,164
Deferred revenue	329	458
Net cash used in operating activities	(6,782)	(1,805)
Cash flows from investing activities:		
Purchases of short-term investments	(31,236)	(26,709)
Proceeds from maturities and sales of short-term investments	42,996	40,762
Capital expenditures	(2,384)	(1,438)
Business acquisition, net of cash assumed	(7,073)	(2,402)
Net cash provided by investing activities	2,303	10,213
Cash flows from financing activities:		
Proceeds from issuance of common stock	2,740	2,763
Shares repurchased for tax withholdings on vesting of restricted stock units ("RSU")	(1,523)	(2,298)
Payment of acquisition-related holdback	(420)	—
Net cash provided by financing activities	797	465
Net (decrease) increase in cash and cash equivalents	(3,682)	8,873
Cash and cash equivalents at beginning of period	15,370	4,483
Cash and cash equivalents at end of period	<u>\$ 11,688</u>	<u>\$ 13,356</u>

See notes to condensed consolidated financial statements

OOMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(Unaudited, amounts in thousands)

	Common stock and APIC ⁽¹⁾	AOCI ⁽²⁾	Accumulated Deficit	Stockholders' Equity
BALANCE - February 1, 2019	\$ 138,852	\$ (10)	\$ (105,795)	\$ 33,047
Issuance of common stock under equity-based plans	1,454	—	—	1,454
Shares repurchased for tax withholdings on RSU vesting	(730)	—	—	(730)
Stock-based compensation	2,982	—	—	2,982
Changes in comprehensive income	—	11	—	11
Net loss	—	—	(4,740)	(4,740)
BALANCE - April 30, 2019	<u>\$ 142,558</u>	<u>\$ 1</u>	<u>\$ (110,535)</u>	<u>\$ 32,024</u>
Issuance of common stock under equity-based plans	354	—	—	354
Stock-based compensation	3,411	—	—	3,411
Changes in comprehensive income	—	5	—	5
Net loss	—	—	(4,983)	(4,983)
BALANCE - July 31, 2019	<u>\$ 146,323</u>	<u>\$ 6</u>	<u>\$ (115,518)</u>	<u>\$ 30,811</u>
Issuance of common stock under equity-based plans	932	—	—	932
Shares repurchased for tax withholdings on RSU vesting	(793)	—	—	(793)
Stock-based compensation	3,254	—	—	3,254
Changes in comprehensive income	—	8	—	8
Net loss	—	—	(6,784)	(6,784)
BALANCE - October 31, 2019	<u>\$ 149,716</u>	<u>\$ 14</u>	<u>\$ (122,302)</u>	<u>\$ 27,428</u>
BALANCE - February 1, 2018	\$ 128,083	\$ (84)	\$ (90,931)	\$ 37,068
Issuance of common stock under equity-based plans	1,205	—	—	1,205
Shares repurchased for tax withholdings on RSU vesting	(759)	—	—	(759)
Issuance of common stock for business acquisition	390	—	—	390
Stock-based compensation	2,314	—	—	2,314
Changes in comprehensive loss	—	(1)	—	(1)
Cumulative adjustment upon adoption of Topic 606	—	—	(292)	(292)
Net loss	—	—	(3,685)	(3,685)
BALANCE - April 30, 2018	<u>\$ 131,233</u>	<u>\$ (85)</u>	<u>\$ (94,908)</u>	<u>\$ 36,240</u>
Issuance of common stock under equity-based plans	488	—	—	488
Shares repurchased for tax withholdings on RSU vesting	(441)	—	—	(441)
Stock-based compensation	2,762	—	—	2,762
Changes in comprehensive loss	—	36	—	36
Net loss	—	—	(3,904)	(3,904)
BALANCE - July 31, 2018	<u>\$ 134,042</u>	<u>\$ (49)</u>	<u>\$ (98,812)</u>	<u>\$ 35,181</u>
Issuance of common stock under equity-based plans	1,118	—	—	1,118
Shares repurchased for tax withholdings on RSU vesting	(1,097)	—	—	(1,097)
Stock-based compensation	2,658	—	—	2,658
Changes in comprehensive loss	—	15	—	15
Net loss	—	—	(3,494)	(3,494)
BALANCE - October 31, 2018	<u>\$ 136,721</u>	<u>\$ (34)</u>	<u>\$ (102,306)</u>	<u>\$ 34,381</u>

(1) Additional paid-in capital

(2) Accumulated other comprehensive income (loss)

See notes to condensed consolidated financial statements

Note 1: Overview and Basis of Presentation

Ooma, Inc. and its wholly-owned subsidiaries (collectively, “Ooma” or the “Company”) create new communications experiences for businesses and consumers, delivered from its smart cloud-based SaaS platform. The Company was founded in 2003 and is headquartered in Sunnyvale, California.

The Company’s fiscal year ends on January 31. References to fiscal 2020 and fiscal 2019 refer to the fiscal year ending January 31, 2020 and the fiscal year ended January 31, 2019, respectively.

The Company refers to its Ooma Office, Ooma Enterprise and Broadsmart offerings collectively as Ooma Business. The Company refers to its Ooma Telo basic and premier services and Smart Security solutions as Ooma Residential.

Principles of Presentation and Consolidation

These unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) and applicable rules and regulations of the Securities and Exchange Commission (the “SEC”) regarding interim financial reporting. Certain information and note disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. Therefore, the information included in this Quarterly Report on Form 10-Q should be read in conjunction with the audited consolidated financial statements and accompanying notes included in the Company’s Annual Report on Form 10-K for the year ended January 31, 2019 (“Annual Report”).

These financial statements have been prepared on the same basis as the Company’s annual financial statements and, in the opinion of management, reflect all normal recurring adjustments necessary to present fairly the Company’s financial position, its results of operations, and cash flows for the interim periods presented, but are not necessarily indicative of the results of operations to be anticipated for the full fiscal year ending January 31, 2020. The condensed consolidated balance sheet as of January 31, 2019 included herein was derived from the audited financial statements as of that date.

The condensed consolidated financial statements include accounts of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated upon consolidation.

Use of Estimates. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the Company’s condensed consolidated financial statements and notes thereto. Significant estimates include, but are not limited to, those related to revenue recognition, inventory valuation, valuation of goodwill and intangible assets, deferred sales commissions, operating lease assets and liabilities, regulatory fees and indirect tax accruals, loss contingencies, stock-based compensation, income taxes (including valuation allowances) and fair value measurements. Estimates are based on historical experience, where applicable, and other assumptions believed to be reasonable by management. These estimates are based on information available as of the date of the condensed consolidated financial statements, and assumptions are inherently subjective in nature. Therefore, actual results could differ from management’s estimates.

Comprehensive Loss. For all periods presented, comprehensive loss approximated net loss in the condensed consolidated statements of operations and differences were not material. Therefore, the condensed consolidated statements of comprehensive loss have been omitted.

Recently Adopted Accounting Standards

Leases. On February 1, 2019, the Company adopted Accounting Standards Update (“ASU”) 2016-02, *Leases* (Topic 842) which superseded the guidance in Topic 840 and required the Company to recognize operating leased assets and corresponding liabilities on the balance sheet and to provide enhanced disclosures. The Company adopted Topic 842 using the modified retrospective transition method by applying the new standard to all leases existing at the date of initial adoption and not restating comparative periods. The Company elected the package of practical expedients, which among other things, allowed it to carry forward its historical lease classification and its assessment of whether any existing leases as of the date of adoption are or contain leases.

Adoption on February 1, 2019 resulted in the recognition of \$4.1 million of operating right-of-use “ROU” assets and \$4.3 million of operating lease liabilities on the condensed consolidated balance sheet, with no adjustment to accumulated deficit. The difference of \$0.2 million represented deferred rent for leases that existed as of the date of adoption, which was an offset to the opening balance of ROU assets.

Adoption of the new standard did not materially impact the Company’s consolidated statements of operations, consolidated statements of stockholders’ equity and consolidated statements of cash flows. The Company has

implemented policies, processes and controls to support the standard's measurement and disclosure requirements. See *Significant Accounting Policies – Leases* below and Note 6: *Operating Leases*.

Stock-based compensation. The Company adopted ASU 2018-07, *Compensation – Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting* in the first quarter of fiscal 2020, which expanded the scope of Topic 718 to include and simplify financial reporting for non-employee stock-based payments. Under the amended standard, most of the guidance on stock compensation for non-employees became aligned with the requirements for employees. The adoption of this ASU did not have a material impact on the Company's consolidated financial statements.

Significant Accounting Policies – Leases

Under Topic 842, the Company determines if an arrangement is a lease at inception. The Company's leases primarily consist of real property and are classified as operating leases. The Company does not have any finance leases nor material arrangements as a lessor. ROU assets and lease liabilities are recognized at the lease commencement date based upon the present value of the remaining lease payments over the lease term. The Company uses its incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. Lease expense for lease payments is recognized on a straight-line basis over the term of the lease. Lease terms may include options to renew or extend when it is reasonably certain that the option will be exercised. Lease agreements that contain both lease and non-lease components are accounted for as a single component. Short-term leases with an initial term of twelve months or less are not recorded on the balance sheet.

Note 2: Revenue and Deferred Revenue

The Company's revenue for the three and nine months ended October 31, 2019 and 2018 are presented in accordance with the provisions under Topic 606. The Company derives its revenue from two sources:

Subscription and Services Revenue is derived primarily from recurring subscription fees related to service plans such as Ooma Business, Ooma Residential and other communications services. Subscription revenue is generally recognized ratably over the contractual service term.

Product and Other Revenue is generated from the sale of on-premise appliances and end-point devices, including shipping and handling fees for customers, and to a lesser extent from porting fees that enable customers to transfer their existing phone numbers. Revenue is recognized at the point in time that control transfers which is typically when the product is delivered or when all customer contractual provisions have been met, if any.

Refer to the Company's Annual Report for additional information regarding its revenue recognition policy.

Revenue disaggregated by revenue source consisted of the following (in thousands):

	Three Months Ended		Nine Months Ended	
	October 31, 2019	October 31, 2018	October 31, 2019	October 31, 2018
Subscription and services revenue	\$ 36,489	\$ 29,794	\$ 102,070	\$ 85,532
Product and other revenue	3,106	2,814	8,875	8,979
Total revenue	<u>\$ 39,595</u>	<u>\$ 32,608</u>	<u>\$ 110,945</u>	<u>\$ 94,511</u>

The Company derived approximately 55% and 67% of its total revenue from Ooma Residential and approximately 42% and 30% from Ooma Business for the three months ended October 31, 2019 and 2018, respectively. The Company derived approximately 59% and 69% of its total revenue from Ooma Residential and approximately 38% and 27% from Ooma Business for the nine months ended October 31, 2019 and 2018, respectively.

No individual country outside of the United States represented 10% or more of total revenue for the periods presented. No single customer accounted for 10% or more of total revenue for the periods presented.

Customers who represented 10% or more of the Company's net accounts receivable balance were as follows:

	As of	
	October 31, 2019	January 31, 2019
Customer A	16%	—
Customer B	—	15%

Ooma, Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited)

Deferred Revenue. Deferred revenue primarily consists of billings or payments received in advance of meeting revenue recognition criteria. Deferred services revenue is recognized on a ratable basis over the term of the contract as the services are provided. For all arrangements, any revenue that has been deferred and is expected to be recognized beyond one year is classified in long term liabilities on the condensed consolidated balance sheets.

Deferred revenue consisted of the following (in thousands):

	As of	
	October 31, 2019	January 31, 2019
Subscription and services	\$ 16,112	\$ 15,682
Product and other	83	68
Total deferred revenue	16,195	15,750
Less: current deferred revenue	16,005	15,443
Non-current deferred revenue included in other long-term liabilities	<u>\$ 190</u>	<u>\$ 307</u>

During the three and nine months ended October 31, 2019, the Company recognized revenue of approximately \$2.3 million and \$14.1 million, respectively, that was included in the corresponding deferred revenue balance as of January 31, 2019.

Remaining Performance Obligations. As of October 31, 2019, contract revenue that has not yet been recognized for open contracts with an original expected length of greater than one year was \$0.2 million. This amount includes both long-term deferred revenue and any non-cancelable contract amounts that will be invoiced and recognized as revenue in future periods.

Note 3: Fair Value Measurements

The Company records its financial assets and liabilities at fair value. The Company estimates and categorizes fair value by applying the following hierarchy:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2: Observable prices based on inputs not quoted in active markets, but are corroborated by market data.

Level 3: Unobservable inputs that are supported by little or no market activity.

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

	Balance as of October 31, 2019			Balance as of January 31, 2019		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Assets:						
Cash and cash equivalents:						
Money market funds	\$ 5,832	\$ —	\$ 5,832	\$ 5,951	\$ —	\$ 5,951
Commercial paper	—	499	499	—	5,429	5,429
Total cash equivalents	<u>\$ 5,832</u>	<u>\$ 499</u>	<u>\$ 6,331</u>	<u>\$ 5,951</u>	<u>\$ 5,429</u>	<u>\$ 11,380</u>
Cash			5,357			3,990
Total cash and cash equivalents			<u>\$ 11,688</u>			<u>\$ 15,370</u>
Short-term investments:						
U.S. treasury securities	\$ 4,477	\$ —	\$ 4,477	\$ 11,088	\$ —	\$ 11,088
Corporate debt securities	—	3,503	3,503	—	4,735	4,735
Commercial paper	894	5,557	6,451	—	8,253	8,253
U.S. agency securities	—	—	—	—	990	990
Asset-backed securities	—	1,355	1,355	—	2,187	2,187
Total short-term investments	<u>\$ 5,371</u>	<u>\$ 10,415</u>	<u>\$ 15,786</u>	<u>\$ 11,088</u>	<u>\$ 16,165</u>	<u>\$ 27,253</u>

The Company classifies its cash equivalents and short-term investments within Level 1 or Level 2 because it uses quoted market prices or alternative pricing sources and models utilizing market observable inputs to determine their fair value. The amortized cost of cash equivalents and short-term investments approximated their fair value and there were no material realized or unrealized gains or losses, either individually or in the aggregate, and no other-than-temporary impairments. As of October 31, 2019 and January 31, 2019, the Company had no material Level 3 assets or liabilities and there have been no transfers between levels.

Note 4: Balance Sheet Components

The following sections and tables provide details of selected balance sheet items (in thousands):

Inventories

	As of	
	October 31, 2019	January 31, 2019
Finished goods	\$ 6,523	\$ 7,567
Raw materials	2,961	2,550
Total inventory	\$ 9,484	\$ 10,117

Other assets

	As of	
	October 31, 2019	January 31, 2019
Prepaid expenses	\$ 2,281	\$ 2,681
Deferred sales commissions, current	2,146	1,081
Convertible note receivable (1)	1,417	—
Deferred inventory costs	802	334
Other current assets	1,836	1,354
Total other current assets	\$ 8,482	\$ 5,450
Deferred sales commissions, non-current	\$ 6,351	\$ 3,387
Convertible note receivable (1)	—	1,315
Other non-current assets	1,188	677
Total other non-current assets	\$ 7,539	\$ 5,379

(1) Convertible note receivable from Global Telecomm Corporation was reclassified from non-current assets to current assets as of July 31, 2019.

Customer Acquisition Costs. The Company capitalizes a significant portion of its sales commission costs as an incremental cost of obtaining customer contracts and amortizes to sales and marketing expense over an expected benefit period of five years. Amortization expense for deferred sales commissions was \$0.6 million and \$0.2 million for the three months ended October 31, 2019 and 2018, respectively, and \$1.4 million and \$0.4 million for the nine months ended October 31, 2019 and 2018, respectively. To date, there have been no impairment losses related to the costs capitalized.

Global Telecomm Corporation (“GTC”). In December 2018, the Company invested \$1.3 million in cash to Global Telecomm Corporation, a small privately-held technology company, in exchange for an 18-month convertible promissory note, bearing interest at 10% annually, that will convert to shares of GTC common or preferred stock upon the occurrence of certain future events. The Company has partnered with GTC on certain research and development and inventory procurement activities. GTC is considered a variable interest entity (“VIE”) for accounting purposes. However, the Company is not required to consolidate GTC into its financial statements because the Company is not the primary beneficiary. As of October 31, 2019 and January 31, 2019, the Company’s maximum exposure to loss was equal to the carrying value of its convertible note receivable, including accrued interest. For all periods presented, the Company held no other variable interests in VIEs.

As a result of the Company’s investment, GTC is a related party of Ooma. During the three and nine months ended October 31, 2019, the Company procured certain raw material inventories from GTC that amounted to approximately \$0.5 million and \$0.9 million, respectively. As of October 31, 2019 and January 31, 2019, the Company recorded prepaid inventory deposits to GTC of \$0.5 million and zero, respectively, included in other current assets on the condensed consolidated balance sheet. As of October 31, 2019 and January 31, 2019, the Company’s non-cancelable purchase commitments with GTC were \$2.2 million and zero, respectively.

Accrued expenses

	As of	
	October 31, 2019	January 31, 2019
Payroll and related expenses	\$ 8,259	\$ 7,926
Regulatory fees and taxes	4,510	5,645
Short-term operating lease liabilities (1)	1,629	—
Customer sales incentives	1,507	970
Other	5,811	4,507
Total accrued expenses	<u>\$ 21,716</u>	<u>\$ 19,048</u>

(1) The Company adopted Topic 842, the new accounting standard for leasing arrangements on February 1, 2019. See Note 6: *Operating Leases* below.

Note 5: Acquired Intangible Assets and Goodwill

The carrying amount of goodwill was \$4.3 million and \$3.9 million as of October 31, 2019 and January 31, 2019, respectively. The Company recognized intangibles of \$6.1 million and goodwill of \$0.4 million in connection with the acquisition of Broadsmart in May 2019. See Note 12: *Business Acquisitions* below. There was no change to goodwill subsequent to this acquisition.

The gross value, accumulated amortization and carrying values of intangible assets were as follows (in thousands):

	As of October 31, 2019			As of January 31, 2019		
	Gross Value	Accumulated Amortization	Carrying Value	Gross Value	Accumulated Amortization	Carrying Value
Customer relationships	\$ 6,735	\$ (640)	\$ 6,095	\$ 902	\$ (157)	\$ 745
Developed technology	2,122	(1,451)	671	2,716	(1,121)	1,595
Trade names	625	(247)	378	451	(166)	285
Patents and licenses	714	(709)	5	714	(704)	10
Total intangible assets	<u>\$ 10,196</u>	<u>\$ (3,047)</u>	<u>\$ 7,149</u>	<u>\$ 4,783</u>	<u>\$ (2,148)</u>	<u>\$ 2,635</u>

In the third quarter of fiscal 2020, the Company recorded impairment charges of \$0.7 million to cost of product revenue for abandoned developed technology and trade names associated with the Ooma Smart Cam (acquired through the Company's fiscal 2018 acquisition of Butterfleye, Inc.) See Note 13: *Restructuring Charges* below. Amortization expense was \$0.9 million and \$0.5 million for the nine months ended October 31, 2019 and 2018, respectively.

At October 31, 2019, the estimated future amortization expense for intangible assets was as follows (in thousands):

Fiscal Years Ending January 31,	Total
2020 - remainder of fiscal year	\$ 328
2021	1,308
2022	1,305
2023	1,305
2024	940
2025 and thereafter	1,963
Total	<u>\$ 7,149</u>

Note 6: Operating Leases

The Company leases its headquarters located in Sunnyvale, California, as well as office and data center space in various locations under non-cancelable operating lease agreements, with expiration dates between fiscal years 2020 and 2024. The lease agreements often include escalating rent payments, renewal provisions and other provisions which require the Company to pay maintenance costs, property taxes and insurance. The lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Supplemental balance sheet information related to leases was as follows (in thousands):

	As of October 31, 2019
Assets	
Operating lease ROU assets	\$ 4,341
Total leased assets	<u>\$ 4,341</u>
Liabilities	
Short-term operating lease liabilities	\$ 1,629
Long-term operating lease liabilities	<u>2,892</u>
Total lease liabilities	<u>\$ 4,521</u>
Weighted-average remaining lease term	3.2 years
Weighted-average discount rate	5.75%

Operating lease ROU assets and long-term operating lease liabilities are included on the face of the condensed consolidated balance sheet. Short-term operating lease liabilities are presented within accrued expenses and other current liabilities.

The components of lease expense were as follows (in thousands):

	Three Months Ended October 31, 2019	Nine Months Ended October 31, 2019
Operating lease costs (1)	\$ 684	\$ 1,898
Variable lease costs (2)	306	784
Total lease cost	<u>\$ 990</u>	<u>\$ 2,682</u>

(1) Operating lease costs are recognized on a straight-line basis over the lease term. Includes costs for short-term leases with an initial term of twelve months or less, which were not material.

(2) Variable lease costs primarily included common area maintenance, utilities and property taxes and insurance, which were expensed as incurred.

In October 2017, the Company entered into an office sublease agreement with Fiserv Solutions, LLC ("Fiserv") to lease approximately 33,400 rentable square feet of an office building located in Sunnyvale, California, the Company's current corporate headquarters. One of the members of the Company's board of directors is also a current member of Fiserv's board of directors. Therefore, Fiserv is a related party of the Company. During the three months ended October 31, 2019 and 2018, the Company incurred total lease costs of approximately \$0.3 million under this sublease agreement. During the nine months ended October 31, 2019 and 2018, the Company incurred total lease costs of approximately \$0.9 million under this sublease agreement. Lease costs for the three and nine months ended October 31, 2019 are included in the table above. This sublease expired at the end of November 2019.

During the third quarter of fiscal 2020, the Company entered into a new sublease agreement with an unrelated third party to lease its current corporate headquarters in Sunnyvale, California through January 2022. The lease commenced on December 1, 2019, and as such, was not recognized on the consolidated balance sheet as of October 31, 2019. The total rental payments associated with this office lease are approximately \$3.9 million over the 26 month contractual term.

Ooma, Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited)

Supplemental cash flow information related to leases was as follows (in thousands):

	<u>Three Months Ended</u>	<u>Nine Months Ended</u>
	<u>October 31, 2019</u>	<u>October 31, 2019</u>
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 534	\$ 1,587
ROU assets recognized in exchange for new operating lease obligations	1,492	1,612

As of October 31, 2019, maturities of lease liabilities under non-cancelable operating leases were as follows (in thousands):

<u>Fiscal Years Ending January 31,</u>	<u>October 31, 2019</u>
2020 - remainder of fiscal year	\$ 422
2021	1,616
2022	1,546
2023	915
2024	461
Total lease payments	4,960
Less: imputed interest	(439)
Present value of lease liabilities	<u>\$ 4,521</u>

As of January 31, 2019, future minimum rental payments under non-cancelable operating leases were as follows (in thousands):

<u>Fiscal Years Ending January 31,</u>	<u>January 31, 2019</u>
2020	\$ 1,983
2021	1,408
2022	917
2023	266
2024	49
Total (1)	<u>\$ 4,623</u>

(1) Amounts are based on Topic 840, *Leases* that was superseded upon the Company's adoption of Topic 842 on February 1, 2019.

Note 7: Stockholders' Equity

The Company has a stock-based compensation plan pursuant to which it has granted stock options and RSUs. The Company also maintains its 2015 Employee Stock Purchase Plan (the "ESPP") for all eligible employees.

Stock Options. Stock option activity for the nine months ended October 31, 2019 was as follows:

	Shares (in thousands)	Weighted Average Exercise Price Per Share	Aggregate Intrinsic Value (in thousands)
Balance as of January 31, 2019	1,691	\$ 6.39	\$ 14,755
Granted	89	\$ 15.49	
Exercised	(210)	\$ 2.12	
Canceled	(80)	\$ 8.22	
Balance as of October 31, 2019	<u>1,490</u>	\$ 7.44	\$ 6,595
Vested and exercisable as of October 31, 2019	<u>1,314</u>	\$ 6.68	\$ 6,547

The aggregate intrinsic value of vested options exercised during the nine months ended October 31, 2019 and 2018 was \$1.9 million and \$1.2 million, respectively. The weighted average grant date fair value of options granted during the nine months ended October 31, 2019 and 2018 was \$7.13 and \$5.28 per share, respectively.

Restricted Stock Units. RSU activity for the nine months ended October 31, 2019 was as follows:

	Shares (in thousands)	Weighted Average Grant-Date Fair Value Per Share
Balance as of January 31, 2019	1,925	\$ 10.49
Granted	1,006	\$ 14.94
Vested	(799)	\$ 10.55
Canceled	(164)	\$ 12.12
Balance as of October 31, 2019	<u>1,968</u>	\$ 12.61

Employee Stock Purchase Plan. The ESPP allows eligible employees to purchase shares of common stock at a discount through payroll deductions of up to 15% of their eligible compensation (subject to plan limitations). The ESPP provides for a 24-month offering period comprised of four purchase periods of approximately six months. Employees are able to purchase shares at 85% of the lower of the fair market value of the Company's common stock as of the first date or the ending date of each six-month offering period. The offering periods are scheduled to start on the first trading day on or after March 15 and September 15 of each year.

During the nine months ended October 31, 2019 and 2018, employees purchased approximately 0.2 million and 0.3 million shares, respectively, at a weighted purchase price of \$9.97 and \$6.82 per share, respectively.

Note 8: Stock-Based Compensation

Total stock-based compensation expense recognized in the condensed consolidated statements of operations was as follows (in thousands):

	Three Months Ended		Nine Months Ended	
	October 31, 2019	October 31, 2018	October 31, 2019	October 31, 2018
Cost of revenue	\$ 335	\$ 243	\$ 964	\$ 677
Sales and marketing	511	350	1,480	1,065
Research and development	1,153	970	3,487	2,803
General and administrative	1,255	1,095	3,716	3,189
Total stock-based compensation expense	\$ 3,254	\$ 2,658	\$ 9,647	\$ 7,734

As of October 31, 2019, there was \$25.4 million of unrecognized stock-based compensation expense related to unvested RSUs, stock options and ESPP purchases that will be recognized on a straight-line basis over the remaining weighted-average vesting period of approximately 3 years.

The fair value of employee stock options and ESPP purchases was estimated using the Black-Scholes model with the following assumptions:

	Three and Nine Months Ended	
	October 31, 2019	October 31, 2018
Stock Options:		
Expected volatility	44%	43%
Expected term (in years)	6.1	6.1
Risk-free interest rate	2.5%	2.7%
Dividend yield	NA	NA

	Three and Nine Months Ended	
	October 31, 2019	October 31, 2018
ESPP:		
Expected volatility	40%-51%	39-56%
Expected term (in years)	0.5-2.0	0.5-2.0
Risk-free interest rate	1.7%-2.5%	2.0-2.8%
Dividend yield	NA	NA

Note 9: Income Taxes

The Company recorded an income tax benefit of \$28,000 and \$146,000 during the three months ended October 31, 2019 and 2018, respectively, and \$66,000 and \$277,000 during the nine months ended October 31, 2019 and 2018, respectively. These income tax benefits were primarily associated with the Company's acquisition of Voxter, Inc. in March 2018. The Company continues to maintain a full valuation allowance against its deferred tax assets.

As of October 31, 2019, the Company had unrecognized tax benefits of \$5.6 million, none of which would currently affect the Company's effective tax rate if recognized due to the Company's deferred tax assets being fully offset by a valuation allowance. The Company does not anticipate that the amount of unrecognized tax benefits relating to tax positions existing at October 31, 2019 will significantly increase or decrease within the next twelve months. There was no interest expense or penalties related to unrecognized tax benefits recorded through October 31, 2019.

A number of years may elapse before an uncertain tax position is audited and finally resolved. While it is often difficult to predict the final outcome or the timing of resolution of any particular uncertain tax position, the Company believes that its reserves for income taxes reflect the most likely outcome. The Company adjusts these reserves, as well as the related interest, in light of changing facts and circumstances. Settlement of any particular position could require the use of cash.

Note 10: Basic and Diluted Net Loss Per Share

Basic and diluted net loss per share is calculated by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted net loss per share of common stock is the same as basic net loss per share of common stock because the effects of potentially dilutive securities are anti-dilutive as the Company reported net losses for all periods presented.

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

	Three Months Ended		Nine Months Ended	
	October 31, 2019	October 31, 2018	October 31, 2019	October 31, 2018
Numerator				
Net loss	\$ (6,784)	\$ (3,494)	\$ (16,507)	\$ (11,083)
Denominator				
Weighted-average common shares	21,274,285	19,962,735	20,872,253	19,655,727
Basic and diluted net loss per share	<u>\$ (0.32)</u>	<u>\$ (0.18)</u>	<u>\$ (0.79)</u>	<u>\$ (0.56)</u>

Gross potentially dilutive securities of approximately 3.5 million and 4.1 million were excluded from the computation of diluted net loss per share for the three and nine months ended October 31, 2019 and 2018, respectively. These shares include the Company's outstanding RSUs, outstanding stock options and shares to be purchased under the ESPP at the end of the respective period. In the event the Company reported net income for the periods presented, a portion of these outstanding securities would be reflected in weighted-average shares outstanding for diluted earnings per share by application of the treasury method.

Note 11: Commitments and Contingencies

Purchase Commitments

As of October 31, 2019 and January 31, 2019, total non-cancelable purchase commitments with the Company's contract manufacturers and other parties were \$5.4 million and \$4.2 million, respectively.

Legal Proceedings

In addition to the litigation matters described below, from time to time, the Company may be involved in a variety of other claims, lawsuits, investigations, and proceedings relating to contractual disputes, intellectual property rights, employment matters, regulatory compliance matters, and other litigation matters relating to various claims that arise in the normal course of business. Defending such proceedings is costly and can impose a significant burden on management and employees, the Company may receive unfavorable preliminary or interim rulings in the course of litigation, and there can be no assurances that favorable final outcomes will be obtained.

The Company determines whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. The Company assesses its potential liability by analyzing specific litigation and regulatory matters using reasonably available information. The Company develops its views on estimated losses in consultation with inside and outside counsel, which involves a subjective analysis of potential results and outcomes, assuming various combinations of appropriate litigation and settlement strategies. Legal fees are expensed in the period in which they are incurred.

As of October 31, 2019, the Company did not have any material loss contingencies recorded in its consolidated financial statements.

Berks County Litigation

On January 21, 2016, the County of Berks, Pennsylvania filed a lawsuit in the Berks County Court of Common Pleas naming the Company and 113 other telephone service providers as defendants (the "Berks County Litigation"), alleging breach of fiduciary duty, fraud, and negligent misrepresentation in connection with alleged violations of the Pennsylvania 911 Emergency Communication Services Act ("PA 911 Act") for failure to collect from subscribers and remit certain fees pursuant to the PA 911 Act. The plaintiff seeks a declaratory judgment that the Company must comply with the PA 911 Act, compensatory and punitive damages and such other relief as the court may deem proper. The Company believes that the plaintiff's claims are without merit since the Company has no employees, property or other indicia of a "substantial nexus" with the State of Pennsylvania. The Company intends to continue vigorously defending against this lawsuit. However, litigation is unpredictable and there can be no assurances that the Company will obtain a favorable final outcome or that it will be able to avoid unfavorable preliminary or interim rulings in the course of litigation that may significantly add to the expense of its defense and could result in substantial costs and diversion of resources.

Based on the Company's current knowledge, the Company has determined that the amount of any material loss or range of any losses that is reasonably possible to result from the Berks County Litigation is not estimable.

Deep Green Wireless Litigation

On June 8, 2016, plaintiff Deep Green Wireless LLC filed a complaint in the U.S. District Court for the Eastern District of Texas against Ooma, Inc., alleging infringement of U.S. Patent No. RE42,714 (the "Deep Green Wireless Patent", and such litigation, the "Deep Green Wireless Litigation"). The complaint seeks unspecified monetary damages, costs, attorneys' fees and other appropriate relief. In February 2017, the Court granted the Company's motion to transfer the case to the Northern District of California, which proceeding has been stayed pending the outcome of an inter partes review of the Deep Green Wireless Patent by the United States Patent Trial and Appeal Board ("PTAB"). On December 17, 2018, the PTAB issued its final decision regarding the claims at issue in the Deep Green Wireless Litigation, in which it determined that all challenged claims of the '714 patent are obvious and unpatentable. On February 19, 2019, the plaintiff filed a Notice of Appeal to the Court of Appeals for the Federal Circuit. Deep Green Wireless' opening brief has been filed, as well as the Company's response brief, and Deep Green Wireless' reply brief. No date has been set for oral argument. If the Federal Circuit rules in favor of the Company on appeal, we expect the Deep Green Wireless Litigation should be dismissed.

Based on the Company's current knowledge, and as confirmed by the PTAB's final decision, the Company has determined that the amount of any material loss or range of any losses that is reasonably possible to result from the Deep Green Wireless Litigation is not estimable.

Oregon Tax Litigation

On August 30, 2016, the Oregon Department of Revenue (the “DOR”) issued tax assessments against the Company for the Oregon Emergency Communications Tax (the “Tax”), which the DOR alleges Ooma should have collected from its subscribers in Oregon and remitted to the DOR during the period between January 1, 2013 and March 31, 2016 (collectively, the “Assessments”).

The Company believes that the Commerce Clause of the United States Constitution bars the application of the Tax and the Assessments to the Company, since the Company has no employees, property or other indicia of a “substantial nexus” with the State of Oregon. On January 17, 2019, the Regular Division of the Oregon Tax Court heard oral arguments on the parties’ cross motions for summary judgment, and no decision has been issued. The Company will continue to vigorously litigate the Complaint in pursuit of the full abatement of the Assessments. However, litigation is unpredictable and there can be no assurances that the Company will obtain a favorable final outcome or that it will be able to avoid further unfavorable interim rulings in the course of litigation that may significantly add to the expense of its defense and could result in substantial costs and diversion of resources.

During fiscal 2019, the Company paid \$0.6 million to the State of Oregon in connection with the Oregon Tax Litigation, of which \$0.3 million was charged to the consolidated statement of operations as the amount of loss deemed probable and reasonably estimable, and \$0.3 million was recorded as a receivable in other current assets on the consolidated balance sheet for interest and penalties that the Company expects will be refunded.

Reid Litigation

On May 23, 2019, plaintiff Valentin Reid filed a putative class action complaint (the “Reid Litigation”) against the Company in the U.S. District Court for the Southern District of New York, alleging violations of the ADA, New York State Human Rights Law, New York State Civil Rights Law, and New York City Human Rights Law. On August 28, 2019, the Company and plaintiff settled the complaint for an immaterial amount and the plaintiff is obligated to dismiss the complaint with prejudice in accordance with the terms of the settlement agreement.

Securities Litigation

On January 14, 2016, Michael Barnett filed a purported stockholder class action in the San Mateo County Superior Court of the State of California (Case No. CIV536959) against the Company, certain of its officers and directors, and certain of the underwriters of the Company’s IPO on July 17, 2015. After the case was consolidated with two other identical lawsuits, a “consolidated complaint” was filed on behalf of all persons who purchased shares of common stock in the Company’s IPO in reliance upon the Registration Statement and Prospectus the Company filed with the SEC. The consolidated complaint alleged that the Company and the other defendants violated the Securities Act of 1933, as amended (the “Securities Act”) by issuing the Registration Statement and Prospectus, which the plaintiffs alleged contained material misstatements and omissions in violation of Sections 11, 12(a)(2) and 15 of the Securities Act.

On May 30, 2019, the parties filed with the Court a Stipulation of Settlement, and on October 18, 2019 the Court entered final approval of the settlement. Under the terms of the settlement, the Company’s directors’ and officers’ liability insurers deposited \$8.65 million into a settlement fund for payment to class members, and paid plaintiff’s attorneys’ fees and costs of administering the settlement. The Stipulation of Settlement contains no admissions of wrongdoing, and the Company and the other defendants have maintained and continue to deny liability and wrongdoing of any kind with respect to the class action claims. As part of the final settlement approval, the Court dismissed the class action lawsuit with prejudice and the plaintiff released all claims against the Company and all other defendants relating to the allegations in the class action.

Indemnification

The Company enters into standard indemnification arrangements in the ordinary course of business. Pursuant to these arrangements, the Company indemnifies, holds harmless and agrees to reimburse the indemnified parties for certain losses suffered or incurred by the indemnified party. In some cases, the term of these indemnification agreements is perpetual. The maximum potential amount of future payments the Company could be required to make under these agreements is not determinable because it involves claims that may be made against the Company in the future but have not yet been made.

The Company has entered into indemnification agreements with its directors and officers that may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct of the individual. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the

Company has director and officer insurance coverage that reduces the Company's exposure and enables the Company to recover a portion of any future amounts paid.

To date the Company has not incurred costs to defend lawsuits or settle claims related to these indemnification agreements. No liability associated with such indemnifications has been recorded to date.

Note 12: Business Acquisition

On May 24, 2019, the Company completed its acquisition of Broadsmart Global, Inc. ("Broadsmart"), a provider of cloud-based unified-communications-as-a-service ("UCaaS") solutions based in Florida. The aggregate fair value consideration transferred for Broadsmart was \$7.7 million in cash, of which approximately \$0.9 million will be held in escrow for a period of up to two years.

The fair values of assets acquired and liabilities assumed as of the date of acquisition was as follows (in thousands):

	Fair Value
Cash	\$ 649
Accounts receivable	1,003
Other current and non-current assets	639
Intangible assets	6,107
Goodwill	366
Accounts payable and other liabilities	(1,043)
Net assets acquired	<u>\$ 7,721</u>

Intangible assets acquired consisted of customer relationships of \$5.8 million and trade names of \$0.3 million. Customer relationships represented the estimated fair values of the underlying relationships with Broadsmart's customer base and have an estimated useful life of seven years as of the date of acquisition. The goodwill recognized was attributable to the assembled workforce and expanded market opportunities when integrating Broadsmart's offerings with Ooma Business. The Company made an election under Section 338(h)(10) of the Internal Revenue Code, which resulted in the acquisition being treated as an asset purchase for income tax purposes. Therefore, the transaction did not result in the recording of deferred taxes as the Company's tax basis in the acquired assets equaled its book basis. The resulting goodwill from this acquisition is deductible for U.S. income tax purposes.

The operating results of the acquired company have been included in the Company's consolidated financial statements from the date of acquisition. Actual and pro forma results of operations for the Broadsmart acquisition have not been presented because it did not have a material impact on the Company's consolidated results of operations.

Acquisition-related transaction costs charged to expense during the nine months ended October 31, 2019 were approximately \$0.3 million.

Note 13: Restructuring Charges

In October 2019, the Company approved a restructuring plan designed to better align resources around its long-term business strategy. The restructuring provided for the discontinuation of Ooma Smart Cam, given the increased level of competition in the market, accompanied with a small reduction-in-force.

For the three months ended October 31, 2019, the Company recorded aggregate restructuring charges of \$3.1 million in its condensed consolidated statement of operations, which consisted of the following major components (in thousands):

	Employee Severance	Excess Inventory and Purchase Commitments (1)	Other Assets (2)	Other Charges	Total
Cost of service revenue	\$ 75	\$ —	\$ —	\$ 93	\$ 168
Cost of product revenue	—	1,375	694	45	2,114
Sales and marketing	170	—	—	5	175
Research and development	475	—	42	111	628
General and administrative	—	—	—	—	—
Total restructuring charges	<u>\$ 720</u>	<u>\$ 1,375</u>	<u>\$ 736</u>	<u>\$ 254</u>	<u>\$ 3,085</u>

(1) Includes charges for excess Smart Cam product inventory and non-cancelable purchase commitments.

(2) Includes impairment charges for abandoned intangible assets associated with Smart Cam as well as other long-lived assets.

The following provides a reconciliation of the Company's restructuring liability, which was recorded as a component of accrued expenses on the condensed consolidated balance sheet (in thousands):

Restructuring liability, July 31, 2019	\$ —
Restructuring charges (1)	1,504
Cash paid	—
Restructuring liability, October 31, 2019	<u>\$ 1,504</u>

(1) Includes accrued expenses for employee severance, non-cancelable purchase commitments and other cash-based charges. Asset impairment charges were recorded against the respective assets, including inventory and intangible assets.

The actions associated with the restructuring are expected to be substantially completed in the fourth quarter of fiscal 2020, including the pay-out of all restructuring liabilities. The Company does not expect any material adjustments to the aggregate charges recorded.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A")

The following discussion should be read in conjunction with our condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and with our audited financial statements included in our Annual Report on Form 10-K for the year ended January 31, 2019 filed with the SEC on April 3, 2019. In addition to historical financial information, the following discussion contains "forward-looking statements" within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and other legal authority. These forward-looking statements concern our operations, economic performance, financial condition, goals, beliefs, future growth strategies, objectives, plans and current expectations. The words "believe," "will," "may," "estimate," "continue," "anticipate," "intend," "should," "plan," "expect," "predict," "could," "potentially" and variations of such words and similar expressions are intended to identify such forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. Such statements are based on management's expectations as of the date of this filing and involve many risks and uncertainties that could cause our actual results, events or circumstances to differ materially from those expressed or implied in our forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in this Item 2. MD&A, as well as the section titled "Risk Factors" included under Part II, Item 1A below. We undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

Executive Overview

Ooma creates powerful connected experiences for businesses and consumers. Our smart cloud-based SaaS platform serves as a communications hub, which offers cloud-based communications solutions, smart security and other connected services. Our business and residential solutions deliver our proprietary PureVoice high-definition voice quality, advanced functionality and integration with mobile devices, at competitive pricing and value. Our platform helps create smart workplaces and homes by providing communications, monitoring, security, automation, productivity and networking infrastructure applications.

We drive the adoption of our platform by providing communications solutions to the large and growing markets for business, residential and mobile users, and then accelerate growth by offering new and innovative connected services to our user base. Our customers adopt our platform by making a one-time purchase of one of our on-premise appliances, connecting the appliance to the internet, and activating services, for which they primarily pay on a monthly basis. We believe we have achieved high levels of customer retention and loyalty by delivering exceptional quality and customer satisfaction.

We generate subscription and services revenue by selling subscriptions and other services for our communications services, as well as other connected services. We generate our product and other revenue from the sale of our on-premise appliances and our end-point devices, as well as from porting fees to enable customers to transfer their existing phone numbers to the Ooma service. We primarily offer our solutions in the U.S. and Canadian markets.

In May 2019, we acquired Broadsmart, a provider of cloud-based UCaaS solutions for a gross purchase price of \$7.7 million. Broadsmart is expected to provide scale for our Ooma Office and Ooma Enterprise platforms, which aligns with our overall enterprise growth strategy. (See Note 12: *Business Acquisitions* in the notes to the condensed consolidated financial statements.)

We refer to our Ooma Office, Ooma Enterprise and Broadsmart offerings collectively as Ooma Business. Ooma Residential includes Ooma Telo basic and premier services as well as our Smart Security solutions.

Third Quarter Fiscal 2020 Financial Performance

- Total revenue was \$39.6 million, up 21% year-over-year, reflecting a 7% increase in our core user base, primarily driven by Ooma Business.
- Ooma Business contributed approximately 42% to our total revenue, compared to 30% in the prior year quarter.
- Subscription and services revenue from Ooma Business grew 67% year-over-year.
- Subscription and services gross margin was 70%, comparable to the prior year quarter.
- Net loss was \$6.8 million, compared to \$3.5 million the prior year quarter, reflecting continued investments in our operations and \$3.1 million in total restructuring charges associated with the discontinuation of Ooma Smart Cam and a small reduction-in-force
- Adjusted EBITDA was \$0.6 million, compared to a (\$0.2) million loss in the prior year quarter.
- Cash used in operations was \$0.6 million, compared to cash used of \$1.3 million in the prior year quarter.
- As of October 31, 2019, we had total cash, cash equivalents and short-term investments of \$27.5 million, compared to \$42.6 million as of January 31, 2019.

Key Business Metrics

We review the key metrics below to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections and make strategic decisions. Key business metrics include combined data for our core offerings.

The following table sets forth key customer metrics for each of the periods indicated (in thousands, except percentages):

	As of	
	October 31, 2019	October 31, 2018
Core users	1,038	969
Annualized exit recurring revenue (AERR)	\$ 138,692	\$ 115,351
Net dollar subscription retention rate	100%	102%

Core Users increased 7% year-over-year, which was primarily driven by growth in business users, which included Broadsmart users. We believe that the number of our core users is an indicator of our market penetration, the growth of our business and our anticipated future subscription and services revenue. We define our core users as the total number of active residential user accounts and business user extensions.

Annualized Exit Recurring Revenue increased 20% year-over-year due to an increase in the average revenue per core user, primarily driven by Ooma Business. We believe that AERR is an indicator of recurring subscription and services revenue for near-term future periods.

Net Dollar Subscription Retention Rate was 100% as of October 31, 2019, driven by growth in average revenue per user and retention rate. We believe this measure provides insight into our ability to retain and grow our subscription and services revenue and is an indicator of the long-term value of our customer relationships and the stability of our revenue base.

Adjusted EBITDA. In addition, we use Adjusted EBITDA (Earnings Before Interest Tax and Depreciation and Amortization) to manage our business, evaluate our performance and make planning decisions. We consider this measure to be a useful measure of our operating performance, because it contains adjustments for unusual events or factors that do not directly affect what management considers being the core operating performance, and are used by our management for that purpose. We also believe this measure enables us to better evaluate our performance by facilitating a meaningful comparison of our core operating results in a given period to those in prior and future periods. In addition, investors often use similar measures to evaluate the operating performance with competitors. Adjusted EBITDA represents net income (loss) before interest and other income, non-cash income tax benefit, depreciation and amortization, stock-based compensation and related taxes, amortization of acquired intangible assets and other acquisition-related charges, restructuring charges and certain litigation costs that are not representative of the ordinary course of our business.

For the third quarter of fiscal 2020, restructuring charges primarily included write-downs for Smart Cam inventory and the impairment of acquired intangible assets, as well as severance expenses for the affected employees. (See Note 13: *Restructuring Charges* in the notes to the condensed consolidated financial statements.)

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:

- Adjusted EBITDA does not consider any expenses for assets being depreciated and amortized that are necessary to our business;
- Adjusted EBITDA does not consider the impact of non-cash income tax benefits, stock-based compensation and related taxes, amortization of acquired intangible assets and other acquisition-related charges, restructuring charges and certain litigation costs that are not recurring in nature;
- Adjusted EBITDA does not reflect other non-operating expenses, net of other non-operating income, including net interest and other income/expense; 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 net loss and our other GAAP results. The following table provides a reconciliation of net loss (the most directly comparable GAAP financial measure) to Adjusted EBITDA for each of the periods indicated (in thousands):

	Three Months Ended		Nine Months Ended	
	October 31, 2019	October 31, 2018	October 31, 2019	October 31, 2018
GAAP net loss	\$ (6,784)	\$ (3,494)	\$ (16,507)	\$ (11,083)
Reconciling items:				
Interest and other income, net	(128)	(224)	(666)	(599)
Income tax benefit	(28)	(146)	(66)	(208)
Depreciation and amortization of capital expenditures	628	655	1,976	1,717
Stock-based compensation and related taxes	3,383	2,775	10,004	8,003
Restructuring charges	3,085	—	3,085	—
Amortization of acquired intangible assets and acquisition-related costs	433	197	1,162	766
Litigation costs	—	—	606	—
Adjusted EBITDA	<u>\$ 589</u>	<u>\$ (237)</u>	<u>\$ (406)</u>	<u>\$ (1,404)</u>

Components of Results of Operations

Revenue

Subscription and services revenue is derived primarily from recurring subscription fees related to service plans such as Ooma Business, Ooma Residential and other communications services, and to a lesser extent from payments associated with our Talkatone mobile application, prepaid international calls and installation-related services. We expect our subscription and services revenue to continue to grow as we continue to expand our core user base, driven primarily by growth in Ooma Business.

Product and other revenue consists primarily of sales of our on-premise appliances and end-point devices used in connection with our services, including shipping and handling fees for our direct customers, and to a lesser extent from porting fees we charge our customers to enable them to transfer their existing phone numbers to Ooma Business or Residential. We expect our product and other revenue to remain relatively flat on a year-over-year basis.

Cost of revenue and gross margin

Cost of subscription and services revenue includes payments made for third-party network operations and telecommunications services, credit card processing fees, costs to maintain third-party data centers, including co-location fees for the right to place our servers in third-party data centers, depreciation and maintenance of servers and equipment, personnel costs associated with customer care and network operations support, and allocated costs of facilities and information technology.

Cost of product and other revenue includes the costs associated with the manufacturing of our on-premise appliances and end-point devices, as well as personnel costs for employees and contractors, costs related to porting our customers' phone numbers to our service, shipping and handling costs, and allocated costs of facilities and information technology.

Subscription and services gross margin may fluctuate from period-to-period based on the interplay of a number of factors, including the costs we pay to third-party telecommunications providers, the timing of capital expenditures and related depreciation charges, and changes in our headcount. We expect our subscription and services gross margin to increase over the long-term, primarily as our business revenue becomes a larger portion of total subscription revenue.

Product and other gross margin may fluctuate from period-to-period based on a number of factors, including total units shipped during a period as compared to the direct costs of production and relatively fixed personnel costs incurred during the period, as well as potential changes in tariffs imposed on imported product. We sell our on-premise appliances at an aggressive price point to facilitate the adoption of our platform and services. We expect our product and other gross margin to continue to be negative for the foreseeable future.

Our subscription and services gross margin is significantly higher than product and other gross margin. As a result, any significant change in the mix between subscription and services revenue and product and other revenue will cause our total gross margin to change. For example, in periods where we sell significantly more on-premise appliances, we would expect our total gross margin to be impacted.

Operating expenses

Sales and marketing expenses are the largest component of our operating expenses and consist primarily of personnel costs for employees and contractors directly associated with sales and marketing activities; internet, television, radio advertising fees; public relations expenses; amortization of sales commissions we pay to internal sales personnel, third-party sales entities and resellers; trade show expenses; travel expenses; marketing and promotional activities and allocated costs of facilities and information technology. We expect our sales and marketing expenses to increase in absolute dollars as we continue to grow our business.

Research and development expenses are focused on developing new and expanded features for our services and improvements to our platform and backend architecture. Research and development is expensed as incurred and consists primarily of personnel costs for employees and contractors, allocated costs of facilities and information technology, software tools and product certification. We expect our research and development expenses to decrease in both absolute dollars and as a percentage of revenue in the short-term.

General and administrative expenses consist of personnel costs for our finance, legal, human resources and other administrative employees and contractors. In addition, it includes professional service fees, legal fees, acquisition-related transaction costs and earn-outs, and allocated costs of facilities and information technology. We expect our general and administrative expenses to remain relatively flat as a percentage of total revenue.

Consolidated Results of Operations

The following table sets forth selected consolidated statements of operations data for each of the periods indicated (in thousands):

	Three Months Ended		Nine Months Ended	
	October 31, 2019	October 31, 2018	October 31, 2019	October 31, 2018
Revenue:				
Subscription and services	\$ 36,489	\$ 29,794	\$ 102,070	\$ 85,532
Product and other	3,106	2,814	8,875	8,979
Total revenue	39,595	32,608	110,945	94,511
Cost of revenue:				
Subscription and services	11,093	8,796	32,117	26,388
Product and other	6,462	3,739	14,035	11,339
Total cost of revenue	17,555	12,535	46,152	37,727
Gross profit	22,040	20,073	64,793	56,784
Operating expenses:				
Sales and marketing	13,205	10,755	37,498	30,149
Research and development	10,639	8,593	29,118	25,558
General and administrative	5,136	4,589	15,416	13,036
Total operating expenses	28,980	23,937	82,032	68,743
Loss from operations	(6,940)	(3,864)	(17,239)	(11,959)
Interest and other income, net	128	224	666	599
Loss before income taxes	(6,812)	(3,640)	(16,573)	(11,360)
Income tax benefit	28	146	66	277
Net loss	\$ (6,784)	\$ (3,494)	\$ (16,507)	\$ (11,083)

Costs and expenses included stock-based compensation expense and related payroll taxes as follows (in thousands):

	Three Months Ended		Nine Months Ended	
	October 31, 2019	October 31, 2018	October 31, 2019	October 31, 2018
Cost of revenue	\$ 348	\$ 257	\$ 1,006	\$ 708
Sales and marketing	528	371	1,545	1,116
Research and development	1,226	1,022	3,657	2,922
General and administrative	1,281	1,125	3,796	3,257
Total stock-based compensation and related taxes	\$ 3,383	\$ 2,775	\$ 10,004	\$ 8,003

Comparison of the three and nine months ended October 31, 2019 and 2018 (dollars in tables are in thousands):

Revenue

	Three Months Ended			Nine Months Ended				
	October 31, 2019	October 31, 2018	Change	October 31, 2019	October 31, 2018	Change		
Revenue:								
Subscription and services	\$ 36,489	\$ 29,794	\$ 6,695	22%	\$ 102,070	\$ 85,532	\$ 16,538	19%
Product and other	3,106	2,814	292	10%	8,875	8,979	(104)	(1)%
Total revenue	<u>\$ 39,595</u>	<u>\$ 32,608</u>	<u>\$ 6,987</u>	21%	<u>\$ 110,945</u>	<u>\$ 94,511</u>	<u>\$ 16,434</u>	17%
Percentage of revenue:								
Subscription and services	92%	91%			92%	90%		
Product and other	8%	9%			8%	10%		
Total	<u>100%</u>	<u>100%</u>			<u>100%</u>	<u>100%</u>		

Three Months Ended October 31, 2019 Compared to Three Months Ended October 31, 2018

We derived approximately 55% and 67% of our total revenue from Ooma Residential and approximately 42% and 30% from Ooma Business for the three months ended October 31, 2019 and 2018, respectively.

Subscription and services revenue increased \$6.7 million or 22% year-over-year, primarily driven by a 7% increase in our core users to approximately 1,038,000 as of October 2019 from approximately 969,000 as of October 2018. Year-over-year revenue growth reflected a combined 24% increase in subscription and services revenue from Ooma Business and Ooma Residential.

Product and other revenue increased \$0.3 million or 10% year-over-year, primarily reflecting growth in Ooma Business products.

Nine Months Ended October 31, 2019 Compared to Nine Months Ended October 31, 2018

We derived approximately 59% and 69% of our total revenue from Ooma Residential and approximately 38% and 27% from Ooma Business for the nine months ended October 31, 2019 and 2018, respectively.

Subscription and services revenue increased \$16.5 million or 19% year-over-year, primarily driven by a 7% increase in our core users to approximately 1,038,000 as of October 2019 from approximately 969,000 as of October 2018. Year-over-year revenue growth reflected a combined 21% increase in subscription and services revenue from Ooma Business and Ooma Residential that was offset in part by a \$0.5 million decline in revenue from Talkatone.

Product and other revenue decreased \$0.1 million or 1% year-over-year, primarily reflecting a decline in sales of Ooma Residential accessories, that was offset in part by growth in Ooma Business products.

Cost of Revenue and Gross Margin

	Three Months Ended			Nine Months Ended				
	October 31, 2019	October 31, 2018	Change	October 31, 2019	October 31, 2018	Change		
Cost of revenue:								
Subscription and services	\$ 11,093	\$ 8,796	\$ 2,297	26%	\$ 32,117	\$ 26,388	\$ 5,729	22%
Product and other	6,462	3,739	2,723	73%	14,035	11,339	2,696	24%
Total cost of revenue	<u>\$ 17,555</u>	<u>\$ 12,535</u>	<u>\$ 5,020</u>	40%	<u>\$ 46,152</u>	<u>\$ 37,727</u>	<u>\$ 8,425</u>	22%
Gross margin:								
Subscription and services	70%	70%		69%	69%			
Product and other	(108)%	(33)%		(58)%	(26)%			
Total	56%	62%		58%	60%			

Three Months Ended October 31, 2019 Compared to Three Months Ended October 31, 2018

Subscription and services gross margin of 70% was flat year-over-year. Cost of subscription and services revenue for the three months ended October 31, 2019 increased \$2.3 million or 26% year-over-year, primarily driven by a \$1.1 million increase in personnel-related costs and a \$0.8 million increase in network infrastructure related costs.

Product and other gross margin of negative 108% declined year-over-year from negative 33% due to product charges associated with our October 2019 restructuring actions, as well as higher product costs including tariffs. Cost of product revenue for the three months ended October 31, 2019 included restructuring charges of \$2.1 million for excess inventory, non-cancelable purchase commitments and impaired intangible assets related to the discontinued Smart Cam product.

Nine Months Ended October 31, 2019 Compared to Nine Months Ended October 31, 2018

Subscription and services gross margin of 69% was flat year-over-year. Cost of subscription and services revenue for the nine months ended October 31, 2019 increased \$5.7 million or 22% year-over-year, primarily driven by a \$2.3 million increase in personnel-related costs, a \$1.9 million increase in network infrastructure related costs, a \$0.4 million increase in credit card processing fees, a \$0.4 million increase in facilities related costs and increases in other expenses.

Product and other gross margin of negative 58% declined year-over-year from negative 26% due to product charges associated with our October 2019 restructuring actions, as described above, as well as higher product costs including tariffs.

Operating Expenses

	Three Months Ended			Nine Months Ended		
	October 31, 2019	October 31, 2018	Change	October 31, 2019	October 31, 2018	Change
Sales and marketing	\$ 13,205	\$ 10,755	\$ 2,450 23%	\$ 37,498	\$ 30,149	\$ 7,349 24%
Research and development	10,639	8,593	2,046 24%	29,118	25,558	3,560 14%
General and administrative	5,136	4,589	547 12%	15,416	13,036	2,380 18%
Total operating expenses	<u>\$ 28,980</u>	<u>\$ 23,937</u>	<u>\$ 5,043 21%</u>	<u>\$ 82,032</u>	<u>\$ 68,743</u>	<u>\$ 13,289 19%</u>

Three Months Ended October 31, 2019 Compared to Three Months Ended October 31, 2018

Sales and Marketing. Sales and marketing expenses for the three months ended October 31, 2019 increased \$2.5 million or 23% year-over-year, primarily due to a \$1.0 million increase in personnel related costs, driven by higher headcount, as well as a \$0.7 million increase in commissions expense and a \$0.2 million increase in intangible amortization associated with acquired Broadsmart customer relationships. Overall, the year-over-year increase in sales and marketing reflects our strategy to drive continued growth in Ooma Business.

Research and Development. Research and development expenses for the three months ended October 31, 2019 increased \$2.0 million or 24% year-over-year, primarily due to a \$0.9 million increase in personnel related costs, driven by higher headcount, \$0.6 million incurred for severance and other charges associated with our October 2019 restructuring actions, and a \$0.5 million increase in non-recurring engineering and license costs.

General and Administrative. General and administrative expenses for the three months ended October 31, 2019 increased \$0.5 million or 12% year-over-year, primarily reflecting an increase in personnel related costs, driven by higher headcount.

Nine Months Ended October 31, 2019 Compared to Nine Months Ended October 31, 2018

Sales and Marketing. Sales and marketing expenses for the nine months ended October 31, 2019 increased \$7.3 million or 24% year-over-year, primarily due to a \$3.7 million increase in personnel related costs, driven by higher headcount, as well as a \$2.3 million increase in commissions expense, a \$0.4 million increase in marketing activities and a \$0.4 million increase in intangible amortization associated with acquired Broadsmart customer relationships. Overall, the year-over-year increase in sales and marketing reflects our strategy to drive continued growth in Ooma Business.

Research and Development. Research and development expenses for the nine months ended October 31, 2019 increased \$3.6 million or 14% year-over-year, primarily due to a \$2.5 million increase in personnel related costs, driven by higher headcount, \$0.6 million incurred for severance and other charges associated with our October 2019 restructuring actions, and a \$0.5 million increase in non-recurring engineering and license costs.

General and Administrative. General and administrative expenses for the nine months ended October 31, 2019 increased \$2.4 million or 18% year-over-year, primarily reflecting a \$1.4 million increase in personnel related costs, driven by higher headcount, as well as a \$0.4 million increase in litigation costs and a \$0.2 million increase in software and license fees.

Liquidity and Capital Resources

As of October 31, 2019, we had \$27.5 million of total cash, cash equivalents and investments. Our primary source of cash is receipts from sales to our customers. We believe that our existing cash, cash equivalents and short-term investments will be sufficient to meet our cash needs for at least the next 12 months. Our future capital requirements will depend on many factors, including our growth rate, the timing and extent of our sales and marketing and research and development expenditure, and the continuing market acceptance of our solutions.

We may in the future make investments in or acquisitions of businesses or technologies, which may require the use of cash. For example, in the second quarter of fiscal 2020, we completed the acquisition of Broadsmart for approximately \$7.1 million, net of cash acquired of \$0.6 million, as well as made payment of \$0.4 million in connection with our fiscal 2019 acquisition of Voxter. In addition, in the fourth quarter of fiscal 2019, we invested cash of \$1.3 million into a small privately-held technology company, in exchange for an 18-month convertible promissory note (see Note 4: *Balance Sheet Components* of the notes to our condensed consolidated financial statements).

The table below provides selected cash flow information, for the periods indicated (in thousands):

	Nine Months Ended	
	October 31, 2019	October 31, 2018
Net cash used in operating activities	\$ (6,782)	\$ (1,805)
Net cash provided by investing activities	2,303	10,213
Net cash provided by financing activities	797	465
Net (decrease) increase in cash and cash equivalents	<u>\$ (3,682)</u>	<u>\$ 8,873</u>

Operating Activities

The table below provides selected cash flow information for the periods indicated (in thousands):

	Nine Months Ended	
	October 31, 2019	October 31, 2018
Net loss	\$ (16,507)	\$ (11,083)
Non-cash charges	15,412	9,378
Changes in operating assets and liabilities:		
Increase in accounts receivable	(289)	(207)
Increase in inventories and deferred inventory costs	(644)	(1,693)
Increase in other assets	(3,645)	(2,822)
(Decrease) increase in accounts payable and other liabilities	(1,438)	4,164
Increase in deferred revenue	329	458
Net cash used in operating activities	<u>\$ (6,782)</u>	<u>\$ (1,805)</u>

For the nine months ended October 31, 2019, our net loss of \$16.5 million included non-cash charges of \$15.4 million primarily related to stock-based compensation, restructuring charges, operating lease expense, and depreciation and amortization expense. Operating asset and liability changes for the nine months ended October 31, 2019 included:

- an increase of \$0.6 million in inventories to scale our business as we expand our product portfolio
- an increase of \$3.6 million in other current and non-current assets primarily due to the capitalization of sales commissions costs under Topic 606
- a net decrease of \$1.4 million in accounts payable, accrued expenses and other liabilities due to the timing of payments

For the nine months ended October 31, 2018, our net loss of \$11.1 million included non-cash charges of \$9.4 million primarily related to stock-based compensation and depreciation and amortization expense. Operating asset and liability changes for the nine months ended October 31, 2018 included:

- an increase of \$1.7 million in our raw materials and finished goods inventory to scale our business, including Butterfleye camera inventory for our smart security offerings
- an increase of \$0.2 million in accounts receivable primarily due to the timing of billings and our collection efforts
- an increase of \$2.8 million in other current and non-current assets primarily due to the capitalization of sales commissions costs under Topic 606

- a net increase of \$4.2 million in accounts payable, accrued expenses and other liabilities to support the growth of our business, including higher headcount, and the timing of payments

Investing Activities

For the nine months ended October 31, 2019, cash provided by investing activities was \$2.3 million, which consisted of proceeds of \$43.0 million from maturities and sales of short-term investments, offset in part by \$31.2 million used for purchases of short-term investments, \$7.1 million used for the acquisition of Broadsmart and \$2.4 million used for capital expenditures.

For the nine months ended October 31, 2018, cash provided by investing activities was \$10.2 million, which consisted of proceeds of \$40.8 million from maturities and sales of short-term investments, offset in part by \$26.7 million used for purchases of short-term investments, \$2.4 million used for the acquisition of Voxter and \$1.4 million used for capital expenditures.

Financing Activities

For the nine months ended October 31, 2019, cash provided by financing activities was \$0.8 million, which consisted of proceeds of \$2.7 million from the issuance of common stock related to our ESPP and stock option exercises, offset in part by payments of \$1.5 million related to shares repurchased for tax withholdings on vesting of RSUs, as well as payment of \$0.4 million in connection with our fiscal 2019 acquisition of Voxter.

During the nine months ended October 31, 2018, cash provided by financing activities was \$0.5 million, which consisted of proceeds of \$2.8 million from common stock issuances under our employee stock benefit plans, offset by payments of \$2.3 million related to shares repurchased for tax withholdings on vesting of RSUs.

Contractual Obligations and Commitments

As of October 31, 2019 and January 31, 2019, non-cancelable purchase commitments with our contract manufacturers totaled approximately \$5.4 million and \$4.2 million, respectively.

For all periods presented, we had (i) no tax liabilities related to uncertainty in income tax positions and (ii) no arrangements with unconsolidated entities or financial partnerships, including entities such as structured finance or special purpose entities, that were established for the purpose of facilitating off-balance sheet arrangements.

Critical Accounting Policies and Estimates

There were no other material changes to our use of estimates or other critical accounting policies from those disclosed in our Annual Report on Form 10-K for the fiscal year ended January 31, 2019.

Item 3: Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes to the Company's market risk during the first three quarters of fiscal 2020. Refer to our market risk disclosures set forth in Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures. Our management is responsible for establishing and maintaining adequate disclosure controls and procedures. Management, with the participation of our chief executive officer and our chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of October 31, 2019. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the 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. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of October 31, 2019 our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting. We implemented certain internal controls to ensure we properly assessed the impact of the new lease standard on our financial statements to facilitate its adoption effective February 1, 2019. Except for the implementation of these internal controls, there was no change in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

For a discussion of legal proceedings, see “Note 11: Commitments and Contingencies” of the notes to the condensed consolidated financial statements in this Form 10-Q.

Item 1A. Risk Factors

Our current and prospective investors should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including our condensed consolidated financial statements and the related notes, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the “Cautionary Note Regarding Forward-Looking Statements,” before making investment decisions regarding our common stock. The risks and uncertainties described below may not be the only ones we face, but include the most significant factors currently known by us. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, also may become important factors that affect us. If any of the risks actually occur, our business, financial condition, results of operations could be materially and adversely affected. In that event, the trading price of our common stock could decline, and you could lose part or all of your investment.

Risks Related to Our Business and Our Industry

If we are unable to attract new users of our services on a cost-effective basis, our business will be materially and adversely affected.

In order to grow our business, we must continue to attract new users on a cost-effective basis. We use and periodically adjust the mix of advertising and marketing programs to promote our services. Significant increases in the pricing of one or more of our advertising channels could increase our advertising costs or may cause us to choose less expensive and perhaps less effective channels to promote our services. As we add to or change the mix of our advertising and marketing strategies, we may need to expand into channels with significantly higher costs than our current programs, which could materially and adversely affect our results of operations. We will incur advertising and marketing expenses in advance of when we anticipate recognizing any revenue generated by such expenses, and we may fail to experience an increase in revenue or brand awareness as a result of such expenditures. We have made in the past, and may make in the future, significant expenditures and investments in new advertising campaigns, and we cannot assure you that any such investments will lead to the cost-effective acquisition of additional customers. New users are drawn to our products and services by rankings circulated by organizations such as Amazon, Apple and Google app stores and highly regarded publications such as *PCMag*. If we are unable to maintain effective advertising programs and garner favorable rankings, our ability to attract new customers could be materially and adversely affected, our advertising and marketing expenses could increase substantially, and our results of operations may suffer.

We market our products and services principally to businesses and households. Some of these business customers and consumers tend to be less technically knowledgeable and may be resistant to new technologies such as our cloud-based communications solutions and our connected services. Because our potential customers need to connect additional hardware at their location and take other technical steps not required for the use of traditional communications services such as telephone, fax and e-mail, these customers may be reluctant to use our service. These customers may also lack sufficient resources, financial or otherwise, to invest in learning about our services, and therefore may be unwilling to adopt them. If these customers choose not to adopt our services, our ability to grow our business will be limited.

Our customers may terminate their subscriptions for our service in most cases without penalty, and increased customer turnover, or costs we incur to retain our customers and encourage them to add users and, in the future, to purchase additional functionalities and premium services, could materially and adversely affect our financial performance.

Our customers generally do not have long-term contracts with us and may terminate their subscription for our service in most cases without penalty or early termination charges. We cannot accurately predict the rate of customer terminations or average monthly service cancellations or failures to renew, which we refer to as churn. Our Ooma Residential customers subscribing to Premium Services have no obligation to renew their subscriptions for such services and may elect to terminate their subscription for any number of reasons. Our Ooma Business customers may choose to reduce the number of lines or remove some of the solutions to which they subscribe. Ooma Business customers generally pay more for their subscriptions than residential or mobile customers, so any increased churn in business customers could materially and adversely affect our financial performance and user churn, resulting in a significant impact on our

results of operations, and an increase in the cost we incur in our efforts to retain our customers and encourage them to upgrade their services and increase their number of users.

Our core user churn rate could increase significantly in the future if customers are not satisfied with our service, the value proposition of our services, our ability to otherwise meet their needs and expectations, and/or other factors beyond our control. As a result, we may have to acquire new customers or new users within our existing customer base on an ongoing basis simply to maintain our existing level of revenue. If a significant number of customers terminate, reduce or fail to renew their subscriptions, we may need to incur significantly higher marketing expenditures than anticipated to maintain or increase our revenue, which could harm our business and results of operations.

Our business is susceptible to a broad array of market forces, and any of our efforts to mitigate risk of customer churn due to one factor may divert management's time and focus away from efforts to address customer churn due to other factors. This broad-based susceptibility to churn could materially and adversely affect our financial performance.

Our future success also depends in part on our ability to sell additional subscriptions and functionalities to our current customer base, which may require increasingly sophisticated, costlier sales efforts and a longer sales cycle. Any increase in the costs necessary to upgrade, expand and retain existing customers could materially and adversely affect our financial performance. Such increased costs could cause us to increase our subscription rates, which could increase our customer turnover rate. If our efforts to convince customers to add users and, in the future, to purchase additional functionalities are not successful, our business may suffer.

We face competition in our markets by our competitors and may lack sufficient financial or other resources to compete successfully. Mergers or other strategic transactions involving our competitors could adversely affect our ability to compete effectively and harm our results of operations.

The cloud-based communications and connected services industries are highly competitive and may increase in the future. We face continued competition from the following:

- Established communications providers, such as AT&T Inc., Comcast Corporation, Verizon Communications Inc. and Rogers Communications Inc.;
- Other communications companies such as 8x8 Inc., Coredial LLC, Evolve IP LLC, Intermedia.net Inc., RingCentral Inc. and Vonage Holdings Corp.;
- Traditional on-premise, hardware business communications providers such as Avaya Inc., Cisco Systems, Inc. and Mitel, Inc.;
- Mobile communications app companies providing "over-the-top" solutions, such as LINE Corporation, Pinger Inc., Viber (Rakuten, Inc.) and WhatsApp Inc.; and
- Large internet companies that offer services with features that compete with some of what we offer. These include Amazon, through its platform and Alexa free calling service, as well as Google through its free calling service, Google Voice, and the Google Home personal assistant device, for which Google launched a free outbound calling service.

All of these companies currently or may in the future host their solutions through the cloud.

We also face competition in the home security market from established providers such as SimpliSafe and ADT, as well as from home security offerings such as Nest Secure and Ring Protect, an Amazon company.

In addition, some of our competitors have been acquired, and may in the future consolidate with or be acquired by, other companies and competitors. Some of our competitors may enter into new alliances with each other or may establish or strengthen cooperative relationships with systems integrators, third-party consulting firms or other parties. Any such consolidation, acquisition, alliance or cooperative relationship could adversely affect our ability to compete effectively and lead to pricing pressure and our loss of market share, and could result in a competitor with greater financial, technical, marketing, service and other resources, all of which could harm our business, results of operations and financial condition.

Furthermore, increased competition may result in aggressive business tactics by our competitors, including: offering products similar to our platforms and solutions on a bundled basis at no charge; announcing competing products combined with extensive marketing efforts; providing financial incentives to consumers; and asserting intellectual property rights irrespective of the validity of the claims. Our retail partners may offer the products and services of competing companies, which would adversely affect our business. Competition from other companies may also adversely affect our negotiations with service providers and suppliers, including, in some cases, requiring us to lower our prices. We may not be able to compete successfully with the offerings and sales tactics of other companies, which could result in the loss of customers and, as a result, our revenue and profitability could be adversely affected.

We rely significantly on retailers and reseller partnerships to sell our products; our failure to effectively develop, manage and maintain these sales channels could materially and adversely affect our revenue and business.

We currently sell Ooma Residential and Ooma Business through a combination of direct sales, leading retailers such as Amazon, Costco.com, Best Buy and Walmart, and our reseller partnerships and a significant portion of our product sales are made through our retail and reseller partnership channels. Our future success depends on our ability to effectively maintain, develop and expand our retail channel and reseller partnership sales as we seek to grow and expand our customer base. We generally do not have long-term contracts with our retailers, distributors and reseller partners, and we have in the past and may in the future experience a loss of or reduction in sales through any of these third parties, which could materially reduce our revenue. Our competitors may in some cases be effective in causing our current and potential retailers, and reseller partners to favor their services or prevent or reduce sales of our services. If we fail to maintain relationships with current retailers and reseller partners, fail to develop relationships with new retailers and reseller partners in new markets or expand the number of retailers and reseller partners in existing markets, fail to manage, train, or provide appropriate incentives to our existing retailers and reseller partners, or if they are not successful in their sales efforts, sales of our products and services may decrease and our results of operations would suffer.

In addition, our Talkatone application relies significantly on the Apple and Google app stores for distribution. Its future success depends on our continued ability to distribute Talkatone through these app stores and increase its visibility therein. If Apple or Google determine that Talkatone is non-compliant with their app store vendor policies, they may revoke our rights to sell Talkatone through their app store at any time, which could adversely affect our revenue.

We depend on a sole supplier to provide the components for, and a small number of vendors to manufacture, certain on-premise appliances, end-point devices and smart/or security systems we sell, and any delay or interruption in manufacturing, configuring and delivering by these third parties would result in delayed or reduced shipments to our customers and may harm our business.

We primarily contract with manufacturers in China to produce our on-premise appliances and end-point devices. We also contract with a manufacturer in Israel to produce components of our smart security solutions. We currently do not have long-term contracts with these vendors and they are not obligated to provide products to or perform services for us for any specific period, in any specific quantities or at any specific price, except as may be provided in a particular purchase order. If these third parties are unable to deliver products of acceptable quality or in a timely manner, our ability to bring services to market, the reliability of our services and our reputation could suffer. We expect that it could take several months to effectively transition to new third-party manufacturers or fulfillment agents. We may also decide to switch to or bring on additional contract manufacturers in order to better meet our needs. Switching to or bringing on a new contract manufacturer and commencing production is expensive and time-consuming and may cause delays in order fulfillment at our existing contract manufacturers or cause other disruptions.

Additionally, several components used in our on-premise appliances and end-point devices are "single sourced" and any interruption in the supplier of such components could cause our business to suffer as we identify alternative sources of components. Future repetition of such delays could negatively affect our ability to deliver product to our customers in a timely manner and may harm our business and hinder our growth.

To deliver our services, we rely on third parties for our network connectivity and co-location facilities for certain features in our services and for certain elements of providing our services.

We expect that we will continue to rely on third-party service providers for hosting, internet access and other services that are vital to our service offering for the foreseeable future. Equinix, Inc. and others provide data center facilities; Comcast, NTT Inc. and others provide backbone internet access; and Bandwidth.com, Inteliquent and others provide origination services. We also rely on third-party services for our SMS and speech-to-text services which are sole-sourced. Intrado is our sole provider of 911 services. If any of these network service providers stop providing us with access to their infrastructure, fail to provide these services to us on a cost-effective basis, cease operations, or otherwise terminate these services, the delay caused by qualifying and switching to another third-party network service provider, if one is available, could have a material adverse effect on our business and results of operations.

We may be required to transfer our servers to new data center facilities if we are unable to renew our leases on acceptable terms, if at all, or the owners of the facilities decide to close their facilities, and we may incur significant costs and possible service interruption in connection with doing so. Any financial difficulties, such as bankruptcy or foreclosure, faced by our third-party data center operators or any of the service providers with which we or they contract, may have negative effects on our business, the nature and extent of which are difficult to predict. Additionally, if our data centers are unable to keep up with our increasing needs for capacity, our ability to grow our business could be materially and adversely impacted.

If problems occur with any of these third-party network or service providers, it may cause errors or reduced quality in our services, and we could encounter difficulty identifying the source of the problem. The occurrence of errors or reduced

quality in our service, whether caused by our systems or a third-party network or service provider, may result in the loss of our existing customers, delay or loss of market acceptance of our services, termination of our relationships and agreements with our resellers or liability for failure to meet service level agreements, and may seriously harm our business and results of operations.

We rely on purchased or leased hardware and software licensed from third parties in order to offer our service. In some cases, we integrate third-party licensed software components into our platforms. This hardware and software may not continue to be available at reasonable prices or on commercially reasonable terms, or at all. Any loss of the right to use any of this hardware or software could significantly increase our expenses and otherwise result in delays in the provisioning of our service until equivalent technology is either developed by us, or, if available, is identified, obtained and integrated. Any errors or defects in third-party hardware or software could result in errors or a failure of our service which could harm our business.

We also contract with one or more third parties to provide enhanced 911, or E-911, services, including assistance in routing emergency calls and terminating E-911 calls. Our providers operate a national call center that is available 24 hours a day, seven days a week, to receive certain emergency calls and maintain public service answering point, or PSAP, databases for the purpose of deploying and operating E-911 services. On mobile devices, we generally rely on the underlying cellular or wireless carrier to provide E-911 services. Any failure to perform, including interruptions in service, by our vendors, could cause failures in our customers' access to E-911 services and expose us to significant liability and damage our reputation.

Interruptions in our services could harm our reputation, result in significant costs to us and impair our ability to sell our services.

Because our technology platforms are complex, incorporates a variety of new computer hardware, and the platforms continue to evolve, our services may have errors or defects that are identified after customers begin using such services, which could result in unanticipated service interruptions. Although we test our services to detect and correct errors and defects before their initial release and before we make updates or other changes to such services, we have occasionally experienced significant service interruptions as a result of undetected errors or defects and may experience future interruptions of service if we fail to detect and correct errors and defects. For example, in May 2018 while working to upgrade our network, we encountered unexpected interactions between components in our Office platform which led to multiple short-term intermittent service outages. We were able to restore service without incurring material expenses, and outages to date have not materially affected our results of operations. However, the costs incurred in correcting root causes for service outages may be substantial and these and other related consequences could negatively impact our results of operations.

We currently serve the majority of our customers from data center hosting facilities located in Northern California, Texas and Virginia, where we lease space from Equinix, Inc. These facilities and the procedures we have implemented to restore services quickly in the event of a service outage, by themselves, will not prevent future outages. Any damage to, or failure of, these facilities, the communications network providers with whom we or they contract or with the systems by which our communications providers allocate capacity among their customers, including us, could result in interruptions in our service. Additionally, in connection with the expansion or consolidation of our existing data center facilities, we may move or transfer our data and our customers' data to other data centers. Despite precautions we take during this process, any unsuccessful data transfers may impair or cause disruptions in the delivery of our service.

Despite precautions taken at our hosting facilities, the occurrence of a natural disaster or an act of terrorism or other unanticipated problems at these facilities could result in lengthy interruptions in our service. Even with the disaster recovery arrangements that we have in place, our service could be interrupted. Any defects in, or unavailability of, the components of our platform that cause interruptions of our services could, among other things: cause a reduction in revenue or a delay in market acceptance of our services; require us to issue refunds to our customers or expose us to claims for damages; cause us to lose existing customers and make it more difficult to attract new customers; divert our development resources or require us to make extensive changes to our software, which would increase our expenses and slow innovation; increase our technical support costs; and harm our reputation and brand.

A security breach could delay or interrupt service to our customers, compromise the integrity of our systems or data that we collect, result in the loss of our intellectual property or confidential information, harm our reputation, or subject us to significant liability.

Our operations depend on our ability to protect our network from interruption or damage resulting from unauthorized access or entry, computer viruses or malware or other events beyond our control, and our ability to detect any such events. In the past, we may have been subject to undetected distributed denial-of-service, or DDOS cyberattacks, or other forms of attacks by hackers intent on bringing down our services or accessing confidential information, and we may be subject to DDOS and other forms of attacks in the future. We cannot assure you that our backup systems, regular data backups, physical, technological and organizational security protocols and measures and other procedures that are currently in place, or that may be in place in the future, will be adequate to detect or prevent unauthorized access to our systems, significant damage, system interruption, degradation or failure, or data loss or to respond to a cyberattack once launched. Additionally, hackers may attempt to directly gain access to a customer's on-premise appliance, or their mobile phone, which may delay or interrupt services, or may subject our customers to further security risks, including in relation to any connected household devices a customer might have now or in the future, such as our connected Smart Security sensors and our partner's connected devices, such as Nest's devices, or to our network more generally. Also, our services are web-based, and the amount of data we store for our users on our servers has been increasing as our business has grown.

Despite the implementation of security measures, our infrastructure may be vulnerable to hackers, computer viruses, worms, other malicious software programs or similar disruptive problems caused by our customers, employees, consultants or other internet users who attempt to invade public and private data networks. In some cases, we do not have in place disaster recovery facilities for certain ancillary services, such as email delivery of messages. Currently, nearly all our customers authorize us to bill their credit or debit card accounts directly for all transaction fees that we charge. We rely on encryption and authentication technology to ensure secure transmission of confidential information, including customer credit and debit card numbers. Despite our efforts to encrypt and secure transmission of confidential customer information, hackers with sufficiently sophisticated technology or methods may still be able to infiltrate our systems to gain unauthorized access to payment card information. Further, advances in computer capabilities, new discoveries in the field of cryptography or other developments may result in a compromise or breach of the technology we use to protect transaction data.

Additionally, third parties may attempt to fraudulently induce domestic and international employees, consultants or customers into disclosing sensitive information, such as user names, passwords or customer proprietary network information, or CPNI, or other information in order to gain access to our customers' data or to our data. CPNI includes information such as the phone numbers called by a customer, the frequency, duration, and timing of such calls, and any services purchased by the customer, such as call waiting, call forwarding and caller ID, in addition to other information that may appear on a customer's bill. Third parties may also attempt to fraudulently induce employees, consultants or customers into disclosing sensitive information regarding our intellectual property and other confidential business information, or our information technology systems. In addition, because the techniques used to obtain unauthorized access, or to sabotage systems, change frequently and generally are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Any compromise or perceived compromise of our security could damage our reputation with our end-customers, and could subject us to significant liability, as well as regulatory action, including financial penalties, which would materially adversely affect our brand, results of operations, financial condition, business and prospects.

We have incurred, and expect to continue to incur, significant costs to protect against security breaches. We may incur significant additional costs in the future to address problems caused by any actual or perceived security breaches.

Any system failure or security breach that causes interruptions or data loss in our operations or in the computer systems of our customers or leads to the misappropriation of our or our customers' confidential or personal information, or CPNI, could result in significant liability to us. Such failure or breach could cause our service to be perceived as not being secure, subject us to regulatory requirements such as FCC notification, result in significant monetary costs, such as fines, legal fees and expenditures to improve and enhance our security measures, cause considerable harm to us and our reputation (including requiring notification to customers, regulators or the media) and deter current and potential customers from using our services. Additionally, we could incur significant costs, both monetary and with respect to management's time and attention, to investigate and remediate a data security breach. Because our onboarding and billing functions are conducted primarily through a single data center, any security breach in that data center may cause an interruption in our business operations. If any of these events occurs, or is believed to occur, our reputation and brand could be damaged, our business may suffer, we could be required to expend significant capital and other resources to alleviate problems caused by such actual or perceived breaches, we could be exposed to a risk of loss, litigation or regulatory action and possible liability, and our ability to operate our business, including our ability to provide maintenance

and support services to our channel partners and end-customers, may be impaired. If current or prospective channel partners and end-customers believe that our systems and solutions do not provide adequate security for their businesses' needs, our business and our financial results could be harmed. Additionally, actual, potential or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees and engage third-party experts and consultants.

Although we maintain privacy, data breach and network security liability insurance, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on economically reasonable terms, or at all. Any actual or perceived compromise or breach of our security measures, or those of our third-party service providers, or any unauthorized access to, misuse or misappropriation of personally identifiable information, channel partners' or end-customers information, or other information, could violate applicable laws and regulations, contractual obligations or other legal obligations and cause significant legal and financial exposure, adverse publicity and a loss of confidence in our security measures, any of which could have a material adverse effect on our business, financial condition and operating results.

We rely on third parties for some of our software development, quality assurance and operations, and anticipate we will continue to do so for the foreseeable future.

We outsource certain of our software development and design, quality assurance and operations activities to third-party contractors that have employees and consultants in a number of international locations. Our dependence on third-party contractors creates numerous risks, in particular, the risk that we may not maintain control or effective management with respect to these business operations. Our agreements with these third-party contractors are either not terminable by them (other than at the end of the term or upon an uncured breach by us) or require at least 30 days' prior written notice of termination. If we experience problems with our third-party contractors, the costs charged by our third-party contractors increase, or our agreements with our third-party contractors are terminated, we may not be able to develop new solutions, enhance or operate existing solutions or provide customer support in an alternate manner that is equally or more efficient and cost-effective. If we are unsuccessful in maintaining existing and, if needed, establishing new relationships with third parties, our ability to efficiently operate existing services or develop new services and provide adequate customer support could be impaired, and as a result, our competitive position or our results of operations could suffer.

We rely on third parties to provide the majority of our customer service and support representatives. If these third parties do not provide our customers with reliable, high-quality service, our reputation and our business will be harmed, and we may be exposed to significant liability.

We offer customer support through both our online account management website and our toll-free customer support number. Our customer support is currently provided via a third-party provider located in the Philippines, as well as our employees in the U.S. We currently offer support almost exclusively in English. The ability to support our customers may be disrupted by natural disasters, inclement weather conditions, civil unrest, strikes, acts of terrorism and other adverse events in the Philippines. Furthermore, as we expand our operations internationally, we may need to make significant expenditures and investments in our customer service and support to adequately address the complex needs of international customers, such as support in multiple foreign languages. In addition, a significant service outage may cause a high volume of customer support inquiries, and our third-party customer service center may not be able to respond to such inquiries in a timely manner. Industry consolidation among providers of services to us may impact our ability to obtain these services or increase our costs for these services.

We may not be able to effectively manage our growth and the increased complexity of our business, which could negatively impact our brand, financial performance and increase the risk of investing in our stock.

We have experienced substantial growth in our business, including an increase in the number of customers we consider to be our core users. This growth has placed and may continue to place significant demands on our management and our operational and financial infrastructure. As our operations grow in size, scope and complexity, we will need to increase our sales and marketing efforts and add additional sales and marketing personnel worldwide and to improve and upgrade our systems and infrastructure to attract, service, and retain an increasing number of users. For example, we expect the volume of simultaneous calls to increase significantly as our user base grows. Our network hardware and software may not be able to accommodate this additional simultaneous call volume. The expansion of our systems and infrastructure will require us to commit substantial financial, operational and technical resources in advance of an increase in the volume of business, with no assurance that the volume of business will increase. Any such additional capital investments will increase our cost base. Continued growth could also strain our ability to maintain reliable service levels for our users, develop and improve our operational, financial and management controls, enhance our reporting systems and procedures and recruit, train, and retain highly skilled personnel. If we fail to achieve the necessary level of efficiency in our organization as we grow, and if the current and future members of our management team do not effectively scale with this growth, our business, results of operations and financial condition could be materially and adversely affected.

Our rates of growth may decline in the future.

Our user growth and revenue growth rates may decline over time as the size of our active user base increases, and it is possible that the size of our active user base may fluctuate or decline in one or more markets, particularly as we achieve greater market penetration. Our revenue growth rate may generally decline over time as our revenue increases to higher levels. As our growth rates decline, investors' perceptions of our business may be adversely affected and the trading price of our common stock could decline.

Our business could suffer if we cannot obtain or retain direct inward dialing numbers, or DIDs, are prohibited from obtaining local or toll-free numbers, or are limited to distributing local or toll-free numbers to only certain customers.

Our future success depends on our ability to procure large quantities of local and toll-free DIDs in the U.S. and foreign countries in desirable locations at a reasonable cost and without restrictions. Our ability to procure and distribute DIDs depends on factors outside of our control, such as applicable regulations, the practices of the communications carriers that provide DIDs, the cost of these DIDs, and the level of demand for new DIDs. Due to their limited availability, there are certain popular area code prefixes we generally cannot obtain. Our inability to acquire DIDs for our operations would make our services less attractive to potential customers in the affected local geographic areas. In addition, future growth in our customer base and the customer bases of our competitors will increase our dependence on needing sufficiently large quantities of DIDs.

If we are unable to effectively process local number and toll-free number portability provisioning in a timely manner, our growth may be negatively affected.

We support local number and toll-free number portability, which allows our customers to transfer to us and thereby retain their existing phone numbers when subscribing to our services. During the number transfer process, our new customers must maintain both our service and their existing phone service. We depend on third-party carriers to transfer phone numbers, a process we do not control, and these third-party carriers may refuse or substantially delay the transfer of these numbers to us. Local number portability is considered an important feature by many potential customers, and if we fail to reduce any related delays, we may experience increased difficulty in acquiring new customers. Moreover, the FCC requires us to comply with specified number porting timeframes when customers leave our service for the services of another provider. In Canada, the Canadian Radio-television and Telecommunications Commission, or CRTC, has imposed a similar number portability requirement on service providers like us. If we, or our third-party carriers, are unable to process number portability requests within the requisite timeframes, we could be subject to fines and penalties. Additionally, in the U.S., both customers and carriers may seek relief from the relevant state public utility commission, the FCC, or in state or federal court for violation of local number portability requirements.

Our limited history operating our business at its current scale makes it difficult to evaluate our current business and future prospects, which may increase the risk of investing in our stock

We became a public company following our initial public offering or, IPO, in July 2015 and our business has experienced significant growth in recent fiscal years. Total revenue for fiscal 2019 was \$129.2 million, up 13% year-over-year. Because we have only a limited history operating our business at its current scale, it is difficult to evaluate our current business and future prospects, including our ability to plan for and model future growth. We have encountered and expect to continue encountering risks and uncertainties frequently experienced by growing companies in rapidly changing markets. If our assumptions regarding these uncertainties are incorrect or change in reaction to changes in our markets, or if we do not manage or address these risks successfully, our results of operations could differ materially from our expectations, and our business could suffer. Any success we may experience in the future will depend, in large part, on our ability to, among other things:

- retain and expand our customer base;
- increase revenue from existing customers as they add users and, in the future, purchase additional functionalities and premium service subscriptions;
- successfully acquire customers on a cost-effective basis;
- improve the performance and capabilities of our services, applications, and hardware through research and development;
- successfully expand our business domestically and internationally;
- successfully compete in our markets;
- continue to innovate and expand our service offerings;
- continue our relationships with strategic partners like Amazon, Nest Labs, Inc. and our reseller partners;
- continue our relationships with our current retail partners and develop relationships with additional retail partners;

- continue our relationships with our digital marketing agency partners, advertising agencies and digital advertising networks;
- continue our relationships with third-party vendors that enable our solutions;
- successfully protect our intellectual property and defend against intellectual property infringement claims;
- generate leads and convert potential customers into paying customers;
- maintain and enhance our third-party data center hosting facilities to minimize interruptions in the use of our services;
- determine appropriate prices for the marketplace; and
- hire, integrate and retain professional and technical talent.

We may not be able to achieve or sustain profitability in the future.

We have incurred substantial net losses since our inception, including net losses of approximately \$14.6 million in fiscal 2019. We have expended significant resources to develop, market, promote, and sell our products and solutions and we expect to continue investing for future growth. We used cash in operations of \$3.9 million for fiscal 2019 and may continue to have negative operating cash flow in the future as a result of our increased expenditures. Achieving profitability will require us to increase revenue, manage our cost structure and avoid significant liabilities. Revenue growth may slow, revenue may decline or we may incur significant losses in the future for a number of possible reasons, including general macroeconomic conditions, increasing competition (including competitive pricing pressures), a decrease in the growth of the markets in which we compete, or failure for any reason to continue capitalizing on growth opportunities. Additionally, we may encounter unforeseen operating expenses, difficulties, complications, delays, service delivery and quality problems and other unknown factors that may result in losses in future periods. If these losses exceed our expectations or our revenue growth expectations are not met in future periods, our financial performance will be harmed and our stock price could be volatile or decline.

If we fail to continue developing our brand or our reputation is harmed, our business may suffer.

We believe that continuing to strengthen our current brand will be critical to achieving widespread acceptance of our services and will require continued focus on active marketing efforts. The demand for and cost of online and traditional advertising have been increasing and may continue to increase. Accordingly, we may need to increase our investment in, and devote greater resources to, advertising, marketing, and other efforts to create and maintain brand loyalty among users. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses incurred in building our brands. If we fail to promote and maintain our brand, or if we incur substantial expense in an unsuccessful attempt to promote and maintain our brands, our business could be materially and adversely affected.

Our services, as well as those of our competitors, are regularly reviewed and commented upon by online and social media sources, as well as computer and other business publications. Negative reviews, or reviews in which our competitors' products and services are rated more highly than our solutions, could negatively affect our brand and reputation. From time to time, our customers have expressed dissatisfaction with our services, including dissatisfaction with our customer support, our billing policies and the way our services operate. If we do not handle customer complaints effectively, our brand and reputation may suffer, we may lose our customers' confidence, and they may choose to terminate, reduce or not to renew their subscriptions. In addition, many of our customers participate in social media and online blogs about internet-based services, including our services, and our success depends in part on our ability to minimize negative and generate positive customer feedback through such online channels where existing and potential customers seek and share information. If actions we take or changes we make to our services upset these customers, their blogging could negatively affect our brand and reputation. Complaints or negative publicity about our services or customer service could materially and adversely impact our ability to attract and retain customers and our business, financial condition and results of operations.

Failures in internet infrastructure or interference with broadband access could cause current or potential customers to believe that our systems are unreliable, leading our current customers to switch to our competitors or potential customers to avoid using our services.

Many of our services depend on our customers' broadband access to the internet, usually provided through a cable or digital subscriber line, or DSL, connection. In addition, users who access our services and applications through mobile devices, such as smartphones and tablets, must have a high-speed connection, such as Wi-Fi, 3G, 4G or LTE, to use our services and applications. Currently, this access is provided by companies that have significant and increasing market power in the broadband and internet access marketplace, including incumbent phone companies, cable companies and wireless companies. Increasing numbers of users and increasing bandwidth requirements may degrade the performance of internet and mobile infrastructure, resulting in outages or deteriorations in connectivity and negatively impacting the quality with which we can deliver our solutions. As our customer base grows and their usage of communications capacity increases, we will be required to make additional investments in network capacity to maintain adequate data transmission speeds, the availability of which may be limited, or the cost of which may be on terms unacceptable to us. If adequate capacity is not available to us as our customers' usage increases, our network may be unable to achieve or maintain sufficiently high data transmission capacity, reliability or performance. Furthermore, as the rate of adopting new technologies increases, the networks on which our services and applications rely may not be able to sufficiently adapt to the increased demand for these services, including ours. In the past, we have experienced disruptions to our service. For example, in May 2018 while working to upgrade our network, we encountered unexpected interactions between components in our Office platform which led to multiple intermittent service outages. We were able to restore service without incurring material expenses, and outages to date have not materially affected our results of operations. However, the costs incurred in correcting root causes for service outages may be substantial and these and other related consequences could negatively impact our results of operations.

Frequent or persistent interruptions could cause current or potential users to believe that our systems or services are unreliable, leading them to switch to our competitors or to avoid our services, and could permanently harm our reputation and brands. Because some of our services rely on integration between features that use both wired and wireless infrastructures, any of the aforementioned problems with either wired or wireless infrastructure may result in the inability of customers to take advantage of our integrated services and therefore may decrease the attractiveness of our collective services to current and potential customers.

The success of our business relies on customers' continued and unimpeded access to broadband service. Providers of broadband services may block or degrade our services or charge their customers more for using our services, which could adversely affect our revenue and growth.

Some of the providers of broadband internet access and high-speed mobile access, such as AT&T and Verizon, market and sell products and services to our current and potential customers that directly compete with our own offerings, which can potentially give such providers a competitive advantage. Broadband providers also may take measures that affect their customers' ability to use our service, such as degrading the quality of the data packets we transmit over their lines, giving those packets low priority, giving other packets higher priority than ours, blocking our packets entirely or attempting to charge their customers more for also using our services. In the past, actions like these taken by U.S. providers would violate the net neutrality rules adopted by the FCC and described below, however the FCC recently reversed the net neutrality rules, and most foreign countries have not adopted formal net neutrality or open internet rules, creating an increased risk broadband providers will engage in such anti-competitive measures against the Company in the United States and elsewhere.

In 2015, the FCC reclassified broadband internet access services as a "telecommunications service" subject to new open internet regulations which included, in part, "net neutrality" rules that prohibited blocking or discriminating against lawful services and applications and prohibited "paid prioritization," or providing faster speeds or other benefits in return for compensation.

In December 2017, the FCC largely reversed the existing net neutrality rules, including the classification of broadband Internet service as a telecommunications service subject to certain common carrier regulations. The FCC's order is the subject of pending legal challenges. We cannot predict the outcome or timing of these proceedings. The FCC's order could affect the market for broadband internet access service in a way that impacts our business, for example by increasing the cost of broadband internet service and thereby depressing demand for our services, by increasing the costs of services we purchase or by creating tiers of internet access service and by either charging us for or prohibiting us from being available through these tiers, and we cannot predict the impact of these events upon our business and results of operations.

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

Our quarterly and annual results of operations and cash flows, have varied historically from period to period, and we expect that they will continue to fluctuate due to a variety of factors, many of which are outside of our control, including:

- our ability to retain existing customers and attract new customers, sell premium solutions to our existing customers and introduce new solutions;
- the actions of our competitors, including pricing changes or the introduction of new solutions;
- our ability to effectively manage our growth and successfully penetrate the communications and connected services markets for businesses, residential and mobile;
- the number of monthly and annual subscriptions at any given time;
- the timing, cost and effectiveness of our advertising and marketing efforts;
- the timing, operating cost and capital expenditures related to the operation, maintenance, and expansion of our business;
- the timing of our decisions with regard to product resource allocation;
- seasonality of consumers' purchasing patterns and seasonality of advertising patterns;
- service outages or security breaches and any related impact on our reputation;
- our ability to accurately forecast revenue and appropriately plan our expenses;
- the timing of revenue recognition for product sales made through our channel partners under the ASC 606 revenue recognition standard (which we adopted on February 1, 2018) requires us to recognize revenue upon the sale to our channel partners on a sell-in basis and make estimates for expected product returns and customer sales incentives at the time product is shipped. Such estimates for sales allowances require significant judgment and actual results may differ materially from amounts reported. As a result, this standard may heighten the impact of any fluctuations in the timing and magnitude of product returns or customer credits from these channels on our quarterly operating results;
- costs associated with defending and resolving intellectual property infringement and other claims;
- changes in tax laws, regulations, or accounting rules;
- the timing and cost of developing or acquiring technologies, services or businesses and our ability to successfully manage any such acquisitions;
- how well we execute on our strategy and operating plans and the impact of changes in our business model that could adversely impact our results of operations and financial condition; and
- the impact of worldwide economic, industry, and market conditions.

Any one of the factors above, or the cumulative effect of some or all of the factors referred to above, may result in significant fluctuations in our quarterly and annual results of operations and cash flows. This variability and unpredictability could result in our failure to meet our internal operating plan or the expectations of securities analysts or investors for any period, which could cause our stock price to decline. In addition, a significant percentage of our operating expenses is fixed in nature and is based on forecasted revenue trends. Accordingly, in the event of revenue shortfalls, we may not be able to mitigate the negative impact on net income (loss) and margins in the short term. If we fail to meet or exceed the expectations of research analysts or investors, the market price of our shares could fall substantially and we could face costly lawsuits, including securities class-action suits.

If additional tariffs or other restrictions are placed on our goods imported from other countries, or if the United States were to withdraw from or modify existing trade agreements or regulations, our revenue, gross margin, and results of operations may be materially harmed.

If additional tariffs or other restrictions are placed on goods imported into the United States from China or other countries, or any related counter-measures are taken by China or other countries, our revenue and results of operations may be materially harmed. For example, our product gross margins in recent quarters were negatively impacted by imposed tariffs. On August 23, 2019, the U.S. President announced new and increased tariffs on certain Chinese imported goods beginning September 1, 2019. Such actions subject an even wider range of our products to tariffs and increase existing tariffs on certain of our products, which could negatively impact our gross margins. The U.S. Administration continues to signal that it may increase tariffs on imports from China and to alter trade agreements and terms between China and the United States, which may include limiting trade with China. Trade restrictions, including tariffs, quotas, embargoes, safeguards and customs restrictions, could increase the cost or reduce the supply of products available to us, or could increase the lead times of certain raw material and equipment that we may purchase from foreign vendors located in China and other countries, or may require us to modify our supply chain organization or other current business practices, any of which could harm our business, financial condition and results of operations. For example, the

U.S. federal government recently passed the National Defense Authorization Act for Fiscal Year 2019, which imposes a ban on the use of certain surveillance, telecommunications, and other equipment manufactured in China, to help protect critical infrastructure and other sites deemed to be sensitive for national security purposes in the U.S. While this ban has no immediate direct effect on our supply chain, any expansion to this ban or imposition of any similar bans by the U.S. federal government may require us to find new sources of system assembly, which may result in higher costs and disruption to our business.

We are dependent on international trade agreements and regulations, such as the North American Free Trade Agreement, or NAFTA, and the pending United States-Mexico-Canada Agreement, or USMC. If the United States were to withdraw from or materially modify certain international trade agreements or regulations, our business and operating results could be materially and adversely affected and our customer relationships in Canada and other countries could be harmed.

A significant portion of our revenues today come from small and medium-sized businesses, which may have fewer financial resources to weather an economic downturn.

A significant portion of our revenues today come from small and medium-sized businesses. These customers may be more susceptible to negative impact from economic downturns than larger, more established businesses as these businesses typically have more limited financial resources than larger entities. As the majority of our customers pay for our subscriptions through credit and debit cards, weakness in certain segments of the credit markets and in the U.S. and global economies has resulted in and may in the future result in increased numbers of rejected credit and debit card payments, which could materially affect our business by increased customer default or cancellations. If small and medium-sized businesses experience financial hardship as a result of a weak economy or for any other reason, the overall demand for our subscriptions could be materially and adversely affected.

If we are not able to manage our inventory levels effectively, we may experience excess inventory levels, inventory obsolescence, or shortages of inventory that could adversely affect our results of operations.

Our vendor-supplied on-premise appliances and end-point devices have lead times of up to several months for delivery and are built based on our estimates of future demand. Our ability to accurately forecast demand is affected by many factors, including an increase or decrease in customer demand for our products and services, changes in consumer preferences, market acceptance of new product and service introductions by us and our competitors, levels of inventory held by channel partners, sales promotional activities by us or our competitors, and unanticipated changes in general market demand and macro-economic conditions. In addition, because we rely on third-party contract manufacturers and other vendors for the supply of our devices, our inventory levels are subject to the conditions regarding the timing of purchase orders and delivery dates not within our control.

It is likely that from time to time we will have either an excess or shortage of product inventory. Inventory levels in excess of customer demand may result in inventory write-down charges, the sale of inventory at discounted prices, and other actions, which may cause our gross margin to decline and harm our reputation and brand.

Conversely, insufficient levels of inventory may negatively affect relations with customers. For instance, our customers rely upon our ability to meet committed delivery dates, and any disruption in the supply of our services could result in loss of customers or harm to our ability to attract new customers. Retailers may elect to return any unsold inventory without any penalty, which could result in excess inventory charges. Any of these factors could have a material adverse effect on our business, financial condition or results of operations.

We may expand through acquisitions of, or investments in, other companies, each of which may divert our management's attention, result in additional dilution to our stockholders, increase expenses, disrupt our operations and harm our results of operations.

Our business strategy may, from time to time, include acquiring or investing in complementary services, technologies or businesses. We may not be able to find suitable acquisition candidates, and we may not be able to complete acquisitions on favorable terms, if at all. If we do complete acquisitions, we may not ultimately strengthen our competitive position or achieve our goals, and any acquisitions we complete could be viewed negatively by users, customers or investors. If we fail to successfully integrate such acquisitions, or the technologies associated with such acquisitions, the revenue and operating results of the combined company could be adversely affected. Acquisitions may disrupt our ongoing operations, divert management from their primary responsibilities, subject us to additional liabilities, increase our expenses and adversely impact our business, financial condition, operating results and cash flows. We may not successfully evaluate or utilize the acquired technology and accurately forecast the financial impact of an acquisition transaction, including accounting charges.

We may have to pay cash, incur debt or issue equity securities to pay for any such acquisition, each of which could affect our financial condition or the value of our capital stock. The sale of equity to finance any such acquisitions could result in dilution to our stockholders. If we incur debt it would result in increased fixed obligations and could also subject us to covenants or other restrictions that would impede our ability to manage our operations. In addition, our future operating results may be impacted by performance earnouts or contingent payments. Furthermore, acquisitions may require large one-time charges and can result in increased debt or contingent liabilities, adverse tax consequences, additional stock-based compensation expense and the recording and subsequent amortization or impairments of amounts related to certain purchased intangible assets, any of which could negatively impact our future results of operations.

When we enter into strategic transactions in which we acquire other companies, we cannot guarantee we will be able to successfully integrate the teams, assets or business of these target companies into our business, that we will be able to fully recover the costs of such transactions, that we will retain existing key customer and partner relationships, that we will be successful in leveraging such strategic transactions into increased business for our products, or that we will otherwise be able to achieve the intended results of the acquisitions.

We may not be able to secure additional financing on favorable terms, or at all, to meet our future capital needs.

We intend to continue making expenditures and investments to support the growth of our business. In the future, we may require additional capital to pursue our business objectives and to respond to business opportunities, challenges, or unforeseen circumstances, including the need to develop new solutions or enhance our existing solutions, enhance our operating infrastructure, and acquire complementary businesses and technologies. Accordingly, we may decide to engage in equity or debt financings to secure additional funds. However, additional funds may not be available when we need them on terms acceptable to us, or at all. Any debt financing we secure in the future could involve restrictive covenants, which may make it more difficult for us to obtain additional capital and to pursue business opportunities. In addition, volatility in the credit markets may have an adverse effect on our ability to obtain debt financing. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our common stock. If we are unable to obtain adequate financing or financing on terms satisfactory to us, our ability to continue pursuing our business objectives and to respond to business opportunities, challenges or unforeseen circumstances could be significantly limited, and our business, results of operations, financial condition and prospects could be materially and adversely affected.

Shifts in trends or the emergence of new technologies may render our solutions obsolete or require us to expend significant resources to develop, license, or acquire new products, services or applications on a timely and cost-effective basis in order to remain competitive.

The cloud-based communications and connected services industries are emerging markets characterized by rapid changes in customer requirements, frequent introductions of new and enhanced services, and continuing and rapid technological advancement. To compete successfully in these emerging markets, we must anticipate and adapt to unpredictable technological changes and evolving industry standards and continue to design, develop, manufacture and sell new and enhanced services and products that provide increasingly higher levels of performance and reliability at lower cost. We derived approximately 68% of our revenue from Ooma Residential for fiscal 2019 and expect it will continue to account for a majority of our revenue for the foreseeable future. However, our future success will also depend on our ability to introduce and sell new services, products, features and functionality that enhance or are beyond the voice, fax, text and connected services we currently offer, as well as to improve usability and support and increase customer satisfaction. Our failure to develop solutions that satisfy customer preferences in a timely and cost-effective manner may harm our ability to renew our subscriptions with existing customers and to create or increase demand for our services and products and may materially and adversely impact our results of operations.

The introduction or announcement of new services and technologies by our competitors could make our existing solutions obsolete, cause customers to defer purchases of our products and services, or otherwise adversely affect our business and results of operations. Further, we may experience higher product returns from retailers or reseller partners and may face challenges managing the inventory of new or existing products, which could lead to excess inventory charges and/or discounting of such products. In addition, new products may have varying selling prices and costs compared to legacy products, which could negatively impact our gross margins and operating results.

We may experience difficulties with software development, operations, design or marketing that could delay or prevent the introduction or implementation of new or enhanced products, services and applications. We have in the past experienced delays in the planned release dates of new features and upgrades and have discovered defects in new services and applications after their introduction. We cannot assure you that new products, or new features or upgrades to existing products and services, will be released according to schedule, or that, when released, they will not contain defects. Either of these situations could result in adverse publicity, loss of revenue, higher than expected costs, delay in market acceptance or claims by customers brought against us, all of which could harm our reputation, business, results of operations and financial condition.

Moreover, the development of new or enhanced products, services or applications may require substantial investment, and we must continue to invest a significant amount of resources in our research and development efforts to remain competitive. We do not know whether these investments will be successful. If we are unable to develop, license or acquire new or enhanced products, services and applications on a timely and cost-effective basis, or if such new or enhanced products, services and applications do not achieve adequate market acceptance, we may not be able to realize a return on our investments and our business, financial condition and results of operations may be materially and adversely affected.

Our success depends, in part, on increased public acceptance of our connected services, applications and products.

Our future growth depends on our ability to significantly increase revenue generated from our communications solutions, our Ooma Smart Security services and other connected services. The markets for cloud-based communications, smart security services and connected services are evolving rapidly and are characterized by an increasing number of market entrants. If these markets fail to develop, develop more slowly than we anticipate or develop in a manner different than we expect, our services could fail to achieve market acceptance, which in turn could materially and adversely affect our business.

Our future growth in the small business and enterprise markets depends on the continued use of voice communications by businesses, as compared to e-mail and other data-based methods. A decline in the overall rate of voice communications by businesses would harm our business. Furthermore, our continued growth depends on future demand for and adoption of internet voice communications systems and services and on future demand for connected communications services. Although the number of broadband subscribers worldwide has grown significantly in recent years, only a small percentage of businesses have adopted internet voice communications services to date. For demand and adoption of internet voice communications services by businesses to increase, internet voice communications networks must improve the quality of their service for real-time communications by managing the effects of and reducing packet loss, packet delay, and packet jitter, as well as unreliable bandwidth, so that high-quality service can be consistently provided. Additionally, the cost and feature benefits of internet voice communications must be sufficient to cause customers to switch from traditional phone service providers. We must devote substantial resources to educate potential customers about the benefits of internet voice communications solutions, in general, and of our services in particular. If any or all of these factors fail to occur, our business may be materially and adversely affected.

Our Ooma Residential product and services are being sold to individuals and families. With the growth of mobile technologies, many consumers have chosen to eliminate their home telephone service. Our ability to continue growing our user base depends on our ability to convince our customers and potential customers that our service is sufficiently useful and cost-effective, that it makes sense to maintain or establish home telephone services with us. Our growth could slow and our financial condition could be adversely affected if the trend of eliminating home telephone service continues or accelerates.

Our Ooma Smart Security products and services face significant competition in a market segment where the Ooma brand is relatively unknown, and where there are several established large providers, such as SimpliSafe and ADT, as well as new market entrants with significantly greater resources than ours, such as Google and its Nest Secure home security system and service. If we fail to create sufficient recognition of the Ooma brand in the smart security market, fail to provide features or benefits in our Smart Security products and services seen as desirable by consumers, or fail to convince consumers of the relative benefits of our Smart Security products and services when compared to those of our competitors, our products and services could fail to achieve market acceptance and therefore not generate significant increases to our revenue.

Our mobile platform, available to any consumer with a Wi-Fi or cellular data connected mobile device, operates in a market that is fragmented and difficult to get noticed by consumers. Many of our competitors in this market have been able to establish a significant user base and reputation in the market, which may make it more difficult for our products to be adopted. Furthermore, as new mobile devices are released, we may encounter difficulties supporting these devices and services, and we may need to devote significant resources to the creation, support, and maintenance of our mobile applications. Additionally, our competitors may allocate additional resources to marketing and promotion of their products, making it even more difficult to be noticed. It is also unclear how the adoption of "over-the-top" based communications will continue to grow. If the number of consumers using "over-the-top" based communications stagnates or declines, such movement may result in an intensified competition for consumers in this space.

If we experience excessive fraudulent activity or cannot meet evolving credit card association merchant standards, we could incur substantial costs and lose the right to accept credit cards for payment, which could cause our customer base to decline significantly.

Nearly all of our customers authorize us to bill their credit card accounts directly for service fees that we charge. If people pay for our services with stolen credit cards, we could incur substantial third-party vendor costs for which we may not be reimbursed. Further, our customers provide us with credit card billing information online or over the phone, and we do not review the physical credit cards used in these transactions, which increases our risk of exposure to fraudulent activity. We also incur charges, which we refer to as chargebacks, from the credit card companies' claims that the customer did not authorize the credit card transaction to purchase our service, something we have experienced in the past. If the number of unauthorized credit card transactions becomes excessive, we could be assessed substantial fines for excess chargebacks and we could lose the right to accept credit cards for payment. We have also been affected by the credit card breaches at various retail stores, which have caused millions of consumers to cancel credit cards as a result of the breach. We have found that some consumers do not renew their services after a card cancellation, which can have a material negative impact on our revenue. In addition, credit card issuers may change merchant standards, including data protection and documentation standards, required to utilize their services from time to time.

We are currently not in compliance with all of the applicable technical requirements of the Payment Card Industry Data Security Standard, or PCI, but we are working to become fully compliant as soon as is practicable. If we fail to become compliant or maintain compliance with current merchant standards, such as PCI, or fail to meet new standards, the credit card associations may fine us or, while unusual, may impose certain restrictions on our ability to accept credit cards or terminate our agreements with them, rendering us unable to accept credit cards as payment for our services. Our services have been in the past, and may also be in the future, subject to fraudulent or abusive usage in violation of applicable law or our acceptable use policies, including but not limited to revenue share fraud, domestic traffic pumping, subscription fraud, premium text message scams, and other fraudulent schemes, any of which could result in our incurring substantial costs for the completion of calls. Although our customers are required to set passwords and Personal Identification Numbers, or PINs, to protect their accounts and may configure in which destinations international calling is enabled from their extensions, third parties have accessed and used our customers' accounts and extensions through fraudulent means in the past, and they may do so in the future, which also could result in substantial call completion and other costs for us. In addition, third parties may have attempted in the past, and may attempt in the future, to fraudulently induce domestic and international employees or consultants into disclosing customer credentials and other account information. Communications fraud can result in unauthorized access to customer accounts and customer data, unauthorized use of customers' services, and charges to customers for fraudulent usage and expenses we must pay to carriers. We may be required to pay for these charges and expenses with no reimbursement from the customer, and our reputation may be harmed if our services are subject to fraudulent usage.

Although we implement multiple fraud prevention and detection controls, we cannot assure you that these controls will be adequate to protect against fraud. Substantial losses due to fraud or our inability to accept credit card payments, which could cause our paid customer base to significantly decrease, could have a material adverse effect on our results of operations, financial condition and ability to grow our business.

Accusations of infringement of third-party intellectual property rights could materially and adversely affect our business.

There has been substantial litigation in the areas in which we operate regarding intellectual property rights. In the past, we have been sued by third parties claiming infringement of their intellectual property rights and we may be sued for infringement from time to time in the future. In the past, we have settled infringement litigation brought against us; however, we cannot assure you that we will be able to settle any future claims or, if we are able to settle any such claims, that the settlement will be on terms favorable to us. Our broad range of technology may increase the likelihood that third parties will claim that we infringe their intellectual property rights.

We have in the past received, and may in the future receive, notices of claims of infringement, misappropriation or misuse of other parties' proprietary rights, such as the Deep Green Wireless Litigation described in Note 11: *Commitments and Contingencies* in the accompanying notes to our consolidated financial statements. Notwithstanding their merits, accusations and lawsuits like these often require significant time and expense to defend, may negatively affect customer relationships, may divert management's attention away from other aspects of our operations and, upon resolution, may have a material adverse effect on our business, results of operations, financial condition and cash flows.

Certain technology necessary for us to provide our services may, in fact, be patented by other parties either now or in the future. If such technology were validly patented by another person, we would have to negotiate a license for the use of that technology. We may not be able to negotiate such a license at a price that is acceptable to us or at all. The existence of such a patent, or our inability to negotiate a license for any such technology on acceptable terms, could force us to cease using the technology and cease offering products and services incorporating the technology, which could materially and adversely affect our business and results of operations. If we were found to be infringing on the intellectual property rights of any third party, we could be subject to liability for such infringement, which could be material. We could also be prohibited from using or selling certain products or services, prohibited from using certain processes, or required to redesign certain products or services, each of which could have a material adverse effect on our business and results of operations.

These and other outcomes may:

- result in the loss of a substantial number of existing customers or prohibit the acquisition of new customers;
- cause us to pay license fees for intellectual property we are deemed to have infringed;
- cause us to incur costs and devote valuable technical resources to redesigning our services;
- cause our cost of goods sold to increase;
- cause us to accelerate expenditures to preserve existing revenue;
- cause existing or new vendors to require prepayments or letters of credit;
- materially and adversely affect our brand in the marketplace and cause a substantial loss of goodwill;
- cause us to change our business methods or services;
- require us to cease certain business operations or offering certain products, services or features; and
- lead to our bankruptcy or liquidation.

Our limited ability to protect our intellectual property rights could materially and adversely affect our business.

We rely, in part, on patent, trademark, copyright and trade secret law to protect our intellectual property in the U.S. and abroad. We cannot assure you that the particular forms of intellectual property protection we seek, including business decisions about when to file patents and when to maintain trade secrets, will be adequate to protect our business. We seek to protect our technology, software, documentation and other information under trade secret and copyright law, which afford only limited protection. For example, we typically enter into confidentiality agreements with our employees, consultants, third-party contractors, customers and vendors in an effort to control access to use and distribution of our technology, software, documentation and other information. These agreements may not effectively prevent unauthorized use or disclosure of confidential information and may not provide an adequate remedy in the event of such unauthorized use or disclosure, and it may be possible for a third party to legally reverse engineer, copy or otherwise obtain and use our technology without authorization. In addition, improper disclosure of trade secret information by our current or former employees, consultants, third-party contractors, customers or vendors to the public or others who could make use of the trade secret information would likely preclude that information from being protected as a trade secret.

We also rely, in part, on patent law to protect our intellectual property in the U.S. and internationally. We cannot predict whether our pending patent applications will result in issued patents or whether any issued patents will effectively protect our intellectual property. Even if a pending patent application results in an issued patent, the patent may be circumvented or its validity may be challenged in various proceedings in U.S. District Court, before the U.S. Patent and Trademark Office or before their foreign equivalents, such as reexamination, which may require legal representation and involve substantial costs and diversion of management time and resources. In addition, we cannot assure you that every significant feature of our solutions is protected by our patents, or that we will mark our products with any or all patents they embody. As a result, we may be prevented from seeking damages in whole or in part for infringement of our patents.

The unlicensed use of our brand, including domain names, by third parties could harm our reputation, cause confusion among our customers and impair our ability to market our products and services. To that end, we have registered numerous trademarks and service marks, have applied for registration of additional trademarks and service marks and have acquired a number of domain names in and outside the U.S. to establish and protect our brand names as part of our intellectual property strategy. If our applications receive objections or are successfully opposed by third parties, it will be difficult for us to prevent third parties from using our brand without our permission. Moreover, successful opposition to our applications might encourage third parties to make additional oppositions or commence trademark

infringement proceedings against us, which could be costly and time consuming to defend against. There have been in the past, and may be in the future, instances where third parties have used our trade names, or have adopted confusingly similar trade names to ours. If we are not successful in protecting our trademarks, our trademark rights may be diluted and subject to challenge or invalidation, which could materially and adversely affect our brand.

Despite our efforts to implement our intellectual property strategy, we may not be able to protect or enforce our proprietary rights in the U.S. or internationally (where effective intellectual property protection may be unavailable or limited). For example, we have entered into agreements containing confidentiality and invention assignment provisions in connection with the outsourcing of certain software development, quality assurance and development activities to third-party contractors in a number of international locations. We have also entered into an agreement containing a confidentiality provision with a third-party contractor located in the Philippines, where we have outsourced a significant portion of our customer support function. Such agreements may not adequately protect our proprietary rights in the applicable jurisdictions and foreign countries, as their respective laws may not protect proprietary rights to the same extent as the laws of the U.S. In addition, our competitors may independently develop technologies similar or superior to our technology, duplicate our technology in a manner that does not infringe our intellectual property rights or design around any of our patents. Furthermore, detecting and policing unauthorized use of our intellectual property is difficult and resource-intensive. Moreover, litigation may be necessary in the future to enforce our intellectual property rights, to determine the validity and scope of the proprietary rights of others, or to defend against claims of infringement or invalidity. Such litigation, whether successful or not, could result in substantial costs and diversion of management time and resources and could have a material adverse effect on our business, financial condition and results of operations.

We license technology from third parties we do not control and cannot be assured of retaining such licenses.

We rely upon certain technology, including hardware and software, licensed from third parties. There can be no assurance that the technology licensed by us will continue to provide competitive features and functionality or that the licenses for technology currently utilized by us or other technology which we may seek to license in the future, will be available to us on commercially reasonable terms or at all. The loss of, or inability to maintain, existing licenses could result in shipment delays or reductions until equivalent technology or suitable alternative products are developed, identified, licensed and integrated, and could harm our business. These licenses are typically offered on standard commercial terms made generally available by the companies providing the licenses. The cost and terms of these licenses individually are not material to our business.

Potential problems with our information systems could interfere with our business and operations.

We rely on our information systems and those of third parties for processing customer orders, distribution of our services, billing our customers, processing credit card transactions, customer relationship management, supporting financial planning and analysis, accounting functions and financial statement preparation and otherwise running our business. Information systems may experience interruptions, including interruptions of related services from third-party providers, which may be beyond our control. Such business interruptions could cause us to fail to meet customer requirements. All information systems, both internal and external, are potentially vulnerable to damage or interruption from a variety of sources, including without limitation, computer viruses, security breaches, energy blackouts, natural disasters, terrorism, war, telecommunication failures and employee or other theft, as well as third-party provider failures. Any disruption in our information systems and those of the third parties upon which we rely could have a significant impact on our business.

We may implement enhanced information systems in the future to meet the demands resulting from our growth and to provide additional capabilities and functionality. The implementation of new systems and enhancements is frequently disruptive to the underlying business of an enterprise, and can be time-consuming and expensive, increase management responsibilities and divert management attention. Any disruptions relating to our systems enhancements or any problems with the implementation, particularly any disruptions impacting our operations or our ability to accurately report our financial performance on a timely basis during the implementation period, could materially and adversely affect our business. Even if we do not encounter these material and adverse effects, the implementation of these enhancements may be much costlier than we anticipated. If we are unable to successfully implement the information systems enhancements as planned, our financial position, results of operations and cash flows could be negatively impacted.

Our use of open source technology could impose limitations on our ability to commercialize our services.

We use open source software in our platforms on which our services operate. There is a risk that the owners of the copyrights in such software may claim that such licenses impose unanticipated conditions or restrictions on our ability to market or provide our services. If such owners prevail in such claim, we could be required to make the source code for our proprietary software (which contains our valuable trade secrets) generally available to third parties, including competitors, at no cost, to seek licenses from third parties in order to continue offering our services, to re-engineer our technology, or to discontinue offering our services in the event re-engineering cannot be accomplished on a timely basis or at all, any of which could cause us to discontinue our services, harm our reputation, result in customer losses or claims, increase our costs or otherwise materially and adversely affect our business and results of operations. If a copyright holder of such open source software were to allege we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our solutions that contained the open source software and required to comply with the foregoing conditions, which could disrupt the distribution and sale of some of our solutions.

We depend largely on the continued services of our senior management and other key employees, the loss of any of whom could adversely affect our business, results of operations and financial condition.

Our future performance depends on the continued services and contributions of our senior management and other key employees to execute on our business plan, and to identify and pursue opportunities and services innovations. The loss of services of senior management or other key employees could significantly delay or prevent the achievement of our development and strategic objectives. All of our executive officers and senior management may terminate employment with us at any time with no advance notice. The replacement of any of these senior management personnel would likely involve significant time and costs, and such loss could significantly delay or prevent the achievement of our business objectives. Many members of our senior management have been our employees for many years and therefore have significant experience and understanding of our business that would be difficult to replace. Our inability to attract and retain the necessary personnel could adversely affect our business, financial condition or results of business. We do not maintain key person insurance for any of our personnel.

If we are unable to hire, retain and motivate qualified personnel, our business will suffer.

Our future success depends, in part, on our continued ability to attract and retain highly skilled personnel. We believe there is, and will continue to be, intense competition for highly skilled technical and other personnel with experience in our industry in the San Francisco Bay Area, where our headquarters is located, and in other locations, such as Vancouver, Canada and Boca Raton, Florida where we maintain offices. We must provide competitive compensation packages and a high-quality work environment to hire, retain and motivate employees. If we are unable to retain and motivate our existing employees or attract qualified personnel to fill key positions, we may be unable to manage our business effectively, including the development, marketing and sale of existing and new services, which could have a material adverse effect on our business, financial condition, and results of operations. To the extent we hire personnel from competitors, we may be subject to allegations such personnel have been improperly solicited or divulged proprietary or other confidential information.

We are expanding our international operations, which may expose us to significant risks.

To date, we have not generated significant revenue from outside of the U.S. and Canada, but we have expanded operations outside North America as we ramp up to provide services in certain countries internationally. For example, Voxter operates in Canada, and its customers have operations in Canada and certain other countries outside of the U.S. The future success of our business will depend, in part, on our ability to expand our operations and customer base worldwide. Operating in international markets requires significant resources and management attention and will subject us to regulatory, economic and political risks different from those in the U.S. Because of our limited experience with international operations and developing and managing sales and distribution channels in international markets, our international expansion efforts may not be successful. In addition, we will face risks in doing business internationally that could materially and adversely affect our business, including:

- our ability to comply with differing technical and environmental standards, data privacy and telecommunications regulations, and certification requirements outside the U.S.;
- potential contractual and other liability to our business partners if we fail to meet their aggressive expansion schedules in new locations;
- difficulties and costs associated with staffing and managing foreign operations;
- potentially greater difficulty collecting accounts receivable and longer payment cycles;
- the need to adapt and localize our services for specific countries;
- the need to offer customer care in various native languages;

- reliance on third parties over which we have limited control, including international resellers, for marketing and reselling our services;
- availability of reliable broadband connectivity and wide area networks in targeted areas for expansion;
- lower levels of adoption of credit or debit card usage for internet related purchases by foreign customers and compliance with various foreign regulations related to credit or debit card processing and data privacy requirements;
- difficulties in understanding and complying with local laws, regulations, and customs in foreign jurisdictions;
- export controls and trade and economic sanctions administered by the Department of Commerce Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control;
- tariffs and other non-tariff barriers, such as quotas and local content rules;
- tariffs imposed by the U.S. on goods from other countries and tariffs imposed by other countries on U.S. goods, including the tariffs recently implemented and additional tariffs that have been proposed by the U.S. government on various imports from China, Canada, Mexico and the EU, and by the governments of these jurisdictions on certain U.S. goods, and any other possible tariffs that may be imposed on services such as ours, the scope and duration of which, if implemented, remain uncertain;
- compliance with various anti-bribery and anti-corruption laws such as the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the FCPA;
- limited protection for intellectual property rights in some countries;
- adverse tax consequences;
- fluctuations in currency exchange rates, which could increase the price of our services outside of the U.S., increase the expenses of our international operations, including expenses related to foreign contractors, and expose us to foreign currency exchange rate risk;
- exchange control regulations, which might restrict or prohibit our conversion of other currencies into U.S. Dollars;
- restrictions on the transfer of funds;
- deterioration of political relations between the U.S. and other countries; and
- political or social unrest or economic instability in a specific country or region, which could have an adverse impact on our third-party software development and quality assurance operations there.

Our failure to manage any of these risks successfully could harm our future international operations and our overall business.

Catastrophic events or political instability could disrupt and cause harm to our business.

Our corporate headquarters, offices and one of our data center facilities are located in Northern California, a region that frequently experiences earthquakes. We also maintain an office in Boca Raton, Florida, an area that has been prone to severe weather events, such as hurricanes. In addition, our third-party contract manufacturer facilities in China and our sole third-party customer service and support facility in the Philippines are located on the Pacific Rim near known earthquake fault zones that are vulnerable to damage from earthquakes, tsunamis and/or typhoons. We and our contractors are also vulnerable to other types of disasters, such as power loss, fire, floods, pandemics, cyber-attack, war, political unrest and terrorist attacks and similar events that are beyond our control. If any disasters were to occur, our ability to operate our business could be seriously impaired, and we may endure system interruptions, reputational harm, loss of intellectual property, delays in our services development, lengthy interruptions in our services, breaches of data security and loss of critical data, all of which could harm our future results of operations. In addition, we do not carry earthquake insurance and we may not have adequate insurance to cover our losses resulting from other disasters or other similar significant business interruptions. Any significant losses not recoverable under our insurance policies could seriously impair our business and financial condition.

Changes in effective tax rates, or adverse outcomes resulting from examination of our income or other tax returns, could adversely affect our results of operations and financial condition.

Our future effective tax rates could be subject to volatility or adversely affected by a number of factors, including:

- changes in the valuation of our deferred tax assets and liabilities;
- expiration of, or lapses in, the research and development tax credit laws;
- expiration or non-utilization of net operating loss carryforwards;
- tax effects of share-based compensation;
- certain non-deductible expenses as a result of acquisitions;

- expansion into new jurisdictions;
- potential challenges to and costs related to implementation and ongoing operation of our intercompany arrangements; and
- changes in tax laws and regulations and accounting principles, or interpretations or applications thereof.

As we expand our operations outside the U.S. and Canada, certain changes to U.S. tax laws, including limitations on the ability to defer U.S. taxation on earnings outside of the U.S. until those earnings are repatriated to the U.S. could affect the tax treatment of our foreign earnings. Any changes in our effective tax rate could adversely affect our results of operations.

We may be unable to use some or all of our net operating loss carryforwards, which could materially and adversely affect our reported financial condition and results of operations.

As of January 31, 2019, we had federal and state net operating loss carryforwards, or NOLs, of \$99.0 million and \$71.8 million, respectively, available to offset future taxable income, which will begin to expire in 2030 if not utilized. We also have federal and research and development tax credit carryforwards that will begin to expire in 2030 and California research and development tax credit carryforwards with no expiration date. Realization of these net operating loss and research tax credit carryforwards depends on future income, and there is a risk that our existing carryforwards could expire unused and be unavailable to offset future income tax liabilities, which could materially and adversely affect our results of operations. No deferred tax assets have been recognized on our balance sheet related to these NOLs, as they are fully reserved by a valuation allowance. If we have previously had, or have in the future, one or more Section 382 “ownership changes”, or if we do not generate sufficient taxable income, we may not be able to utilize a material portion of our NOLs, even if we achieve profitability. If we are limited in our ability to use our NOLs in future years in which we have taxable income, we will pay more taxes than if we were able to fully utilize our NOLs. This could materially and adversely affect our results of operations.

Risks Related to Federal, State and International Regulation

Our services are subject to regulation and future legislative or regulatory actions could adversely affect our business and expose us to liability.

Federal Regulation. Our business is regulated by the FCC. As a communications services provider, we are subject to FCC regulations relating to privacy, disability access, law enforcement access, porting of numbers, revenue reporting, Federal Universal Service Fund contributions and other regulatory assessments, E-911, and other matters. If we do not comply with FCC rules and regulations, we could be subject to FCC enforcement actions, substantial fines, loss of licenses, and possibly restrictions on our ability to operate or offer certain of our services. Any enforcement action by the FCC, which may include a public process, would hurt our reputation in the industry, possibly impair our ability to sell our services to customers and could have a materially adverse impact on our revenue.

State Regulation. We are also subject to state consumer protection laws, as well as U.S. state, municipal and local sales, use, excise, utility user and ad valorem taxes, fees or surcharges. The imposition of such regulatory obligations or the imposition of additional taxes on our services could increase our cost of doing business and limit our growth.

International Regulation. As we expand internationally, we may be subject to telecommunications, consumer protection, data privacy and other laws and regulations in the foreign countries where we offer our services. For example, we are subject to regulation in Canada by the CRTC, subject to Canadian federal privacy laws and provincial consumer protection legislation. Our international operations are potentially subject to country-specific governmental regulation and related actions that may increase our costs and prevent us from offering or providing our products and services in certain countries. Certain of our services may be used by customers located in countries where VoIP and other forms of IP communications may be illegal or require special licensing. In countries where local laws and regulations prohibit (or come to prohibit) the use of our products, users may continue to use our products and services, which could subject us to costly penalties or governmental action adverse to our business and damaging to our brand and reputation, our international expansion efforts, or our business and operating results.

The adoption of additional 911 requirements by the FCC could increase our costs that could make our service more expensive, decrease our profit margins, or both.

The FCC recently adopted additional 911 requirements for interconnected VoIP providers, providers of enterprise telephone services, non-interconnected VoIP providers and texting providers. We may or may not be able to comply with these obligations. At present, we have no means to automatically identify the physical location of our customers. These changes to the FCC's VoIP E-911 rules may adversely affect our ability to deliver our service to new and existing customers in all geographic regions or to nomadic customers who move to a location where emergency calling services compliant with the FCC's mandates are unavailable. Our compliance with the FCC's VoIP E-911 order and related costs puts us at a competitive disadvantage to VoIP service providers who are either not subject to the requirements or have chosen not to comply with the FCC's mandates. We cannot guarantee emergency calling service consistent with the VoIP E-911 order will be available to all of our customers, especially those accessing our services on a mobile device or from outside of the U.S. The FCC's current E-911 requirements and changes to those requirements, including their impact on our customers due to service price increases or other factors could have a material adverse effect on our business, financial condition or operating results.

If we cannot comply with the FCC's rules imposing call signaling requirements on VoIP providers like us, we may be subject to fines, cease and desist orders, or other penalties.

The FCC's rules regarding the system of compensation for various types of traffic require, among other things, interconnected VoIP providers like us, who originate interstate or intrastate traffic destined for the PSTN, to transmit the telephone number associated with the calling party to the next provider in the call path. Intermediate providers must pass unaltered calling party number or charge number signaling information they receive from other providers to subsequent providers in the call path. To the extent that we pass traffic that does not have appropriate calling party number or charge number information, we could be subject to fines, cease and desist orders, or other penalties. Additionally, as a VoIP provider we rely on the FCC to design rules that do not disadvantage our service relative to those of incumbent local exchange carriers and competitive local exchange carriers. Should the FCC decide to do so, it could result in an inferior user experience for Ooma's service, which may negatively impact our business.

We may not be able to comply with FCC rules governing completion of calls to rural areas and related reporting requirements.

In April 2018, the FCC adopted new rules governing the completion of calls to rural areas and related reporting requirements. The new rules retain the existing rural call completion data recording and retention requirements on VoIP providers like us, but dropped the related reporting requirements. These new rules require us to monitor the performance of our intermediate providers – telecom companies we use to help complete telephone calls to rural areas and take steps to prevent rural call completion problems that may be caused by our intermediate providers, such as persistent low answer or completion rates, unexplained anomalies in performance, or repeated complaints to the FCC. Under certain circumstances, if our routing choices, meaning the intermediate providers we chose to help us complete calls to rural areas, result in lower quality service, we may be held liable for the actions taken by our intermediate providers. If we cannot comply with these rules, we could be subject to investigation and enforcement action and could be exposed to substantial liability. The FCC also has increased enforcement activity related to completion of calls to rural customers, and we could be subject to substantial fines and to conduct requirements that could increase our costs if we are the subject of an enforcement proceeding and cannot demonstrate calls from our customers to rural customers are completed at a satisfactory rate.

Failure to comply with communications and telemarketing laws could result in significant fines or place significant restrictions on our business.

We rely on a variety of marketing techniques in connection with our sales efforts, including telemarketing and email marketing campaigns. We also record certain telephone calls between our customers or potential customers and our sales and service representatives for training and quality assurance purposes. These activities are subject to a variety of state and federal laws such as the Telephone Consumer Protection Act of 1991 (also known as the Federal Do-Not-Call law, or the TCPA), the Telemarketing Sales Rule, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (also known as the CAN-SPAM Act) and various U.S. state laws regarding telemarketing and telephone call recording. These laws are subject to varying interpretations by courts and governmental authorities and often require subjective interpretation, making it difficult to predict their application and therefore making our compliance efforts more challenging. We cannot be certain our efforts to comply with these laws, rules and regulations will be successful, or, if they are successful, that the cost of such compliance will not be material to our business. Changes to these or similar laws, or to their application or interpretation, or new laws, rules and regulations governing our communication and marketing activities could adversely affect our business. In the event that any of these laws, rules or regulations significantly restricts our business, we may not be able to develop adequate alternative communication and marketing strategies. Further, non-compliance with these laws, rules and regulations carries significant financial penalties and the risk of class action litigation, which would adversely affect our financial performance and significantly harm our reputation and our business.

The FCC has continued to increase regulation of interconnected VoIP services and may at any time determine certain VoIP services are telecommunications services subject to traditional common carrier regulation.

The FCC is considering, in various proceedings, issues arising from the transition from traditional copper networks to IP networks. The FCC is also considering whether interconnected VoIP services should be treated as telecommunications services, which could subject interconnected VoIP services to additional common carrier regulation. The FCC's efforts may result in additional regulation of IP network and service providers, which may negatively affect our business.

Reform of federal and state Universal Service Fund programs could increase the cost of our service to our customers, diminishing or eliminating our pricing advantage.

The FCC and a number of states are considering reform or other modifications to Universal Service Fund programs, including the manner in which companies, like us, contribute to the federal USF program, and whether non-interconnected VoIP providers, texting providers and broadband providers, among others, should contribute to the USF. If the FCC or certain states adopt new contribution mechanisms or otherwise modify contribution obligations that increase our contribution burden, we will either need to raise the amount we currently collect from our customers to cover this obligation or absorb the costs, which would reduce our profit margins. A number of states require us to contribute funds to state USF programs, while others are actively considering extending their programs to include the services we provide. We currently pass-through USF contributions and certain other fees and surcharges to our customers, which may result in our services becoming less competitive as compared to those provided by others. If our pricing advantage is diminished or eliminated, or if we are required to absorb these increased costs and not pass-through to our customers, our results of operations would be negatively impacted.

Our products must comply with industry standards, FCC regulations, state, local, country-specific and international regulations, and changes may require us to modify existing products and/or services.

In addition to reliability and quality standards, the market acceptance of telephony over broadband IP networks is dependent upon the adoption of industry standards so that products from multiple manufacturers are able to communicate with each other. Our unique hybrid SaaS connectivity platform relies on communication standards such as SIP, SRTP and network standards such as TCP/IP and UDP to interoperate with other vendors' equipment. There is currently a lack of agreement among industry leaders about which standard should be used for a particular application and about the definition of the standards themselves. We also must comply with certain rules and regulations of the FCC regarding electromagnetic radiation and safety standards established by Underwriters Laboratories, as well as similar regulations and standards applicable in other countries. As standards evolve, we may be required to modify our existing products or develop and support new versions of our products. We must comply with certain federal, state and local requirements regarding how we interact with our customers, including marketing practices, consumer protection, privacy, and billing issues, the provision of 9-1-1 emergency service and the quality of service we provide to our customers. The failure of our products and services to comply, or delays in compliance, with various existing and evolving standards could delay or interrupt volume production of our VoIP telephony products, subject us to fines or other imposed penalties, or harm the perception and adoption rates of our service, any of which would have a material adverse effect on our business, financial condition or operating results.

We process, store, and use personal information and other data, which subjects us and our customers to a variety of evolving industry standards, contractual obligations and other legal rules related to privacy, which may increase our costs, decrease adoption and use of our products and services, and expose us to liability.

There are numerous U.S. federal, state and local, and foreign laws and regulations, as well as contractual obligations and industry standards, that provide for certain obligations and restrictions with respect to data privacy and security, and the collection, storage, retention, protection, use, processing, transmission, sharing, disclosure, and protection of personal information and other customer data. The scope of these obligations and restrictions is changing, subject to differing interpretations, and may be inconsistent among countries or conflict with other rules, and their status remains uncertain.

For example, in the U.S. and in other jurisdictions, a variety of regulations are currently being proposed that would increase restrictions on online service providers in the field of data privacy and security, and we believe that the adoption of such increasingly restrictive regulation is likely. In Canada, penalties for non-compliance with certain Canadian anti-spam legislation are considerable, including administrative monetary penalties of up to \$10 million and a private right of action. Within the EU, strict laws already apply in connection with the collection, storage, retention, use, processing, transmission, sharing, disclosure and protection of personal information, and other customer data. Data protection regulators within the EU and other jurisdictions have the power to fine non-compliant organizations significant amounts and seek injunctive relief, including the cessation of certain data processing activities. Furthermore, the California Consumer Privacy Act will become effective on January 1, 2020 and also will regulate the processing of personal data, which could result in civil penalties for violations.

The EU's General Data Protection Regulation, or GDPR, became effective in May 2018 and comprehensively regulates the processing of personal data of any individual residing in the EU. The GDPR provides for significant penalties in the event of violations, including fines of up to 4% of the violating company's worldwide revenue. We have taken administrative, contractual and other measures designed to achieve compliance with the GDPR, but we cannot guarantee these measures are sufficient.

Obligations and restrictions imposed by current and future applicable laws, regulations, contracts and industry standards may increase the cost of our operations, affect our ability to provide all the current features of our business, residential and mobile products and services and our customers' ability to use our products and services, and could require us to modify the features and functionality of our products and services. Such obligations and restrictions may limit our ability to collect, store, process, use, transmit and share data, and to allow our customers to collect, store, retain, protect, use, process, transmit, share and disclose data with others through our products and services. Compliance with such obligations and restrictions could increase the cost of our operations. Failure to comply with obligations and restrictions related to data privacy and security could subject us to lawsuits, fines, criminal penalties, statutory damages, consent decrees, injunctions, adverse publicity and other losses that could harm our business.

Our customers can use our services to store contact and other personal or identifying information, and to process, transmit, receive, store and retrieve a variety of communications and messages, including, for our Ooma Business customers, information about their own customers and other contacts. In addition, customers may use our services to transmit and store protected health information, or PHI, that is protected under the Health Insurance Portability and Accountability Act, or HIPAA. Noncompliance with laws and regulations relating to privacy such as HIPAA, as amended, and the HIPAA regulations, may lead to significant fines, penalties or liabilities. Our actual compliance, our customers' perception of our compliance, costs of compliance with such regulations and customer concerns regarding their own compliance obligations (whether factual or in error) may limit the use and adoption of our service and reduce overall demand. Furthermore, privacy concerns, including the inability or impracticality of providing advance notice to customers of privacy issues related to the use of our services, may cause our customers' customers to resist providing the personal data necessary to allow our customers to use our services effectively. Even the perception of privacy concerns, whether or not valid, may inhibit market adoption of our service in certain industries.

In addition to government activity, privacy advocacy groups and industry groups have adopted and are considering the adoption of various self-regulatory standards and codes of conduct that may place additional burdens on us and our customers, which may further reduce demand for our services and harm our business.

While we try to comply with all applicable data protection laws, regulations, standards, and codes of conduct, as well as our own posted privacy policies and contractual commitments to the extent possible, any failure by us to protect our users' privacy and data, including as a result of our systems being compromised by hacking or other malicious or surreptitious activity, could result in a loss of user confidence in our services and ultimately in a loss of users, which could materially and adversely affect our business. Our customers may also accidentally disclose their passwords, store them on a mobile device that is lost or stolen, or otherwise fall prey to attacks outside our system, creating the perception that our systems are not secure against third-party access. If our third-party contractors or vendors violate applicable laws or our policies, such violations may also put our customers' information at risk and could in turn have a material and adverse effect on our business.

Use or delivery of our services may become subject to new or increased regulatory requirements, taxes or fees.

The increasing growth and popularity of internet voice communications heighten the risk that governments will regulate or impose new or increased fees or taxes on internet voice communications services. To the extent the use of our services continues to grow, regulators may be more likely to seek to regulate or impose new or additional taxes, surcharges or fees on our services. Similarly, advances in technology, such as improvements in locating the geographic origin of internet voice communications, could cause our services to become subject to additional regulations, fees or taxes, or could require us to invest in or develop new technologies, which may be costly. In addition, as we continue to expand our user base and offer more services, we may become subject to new regulations, taxes, surcharges or fees. Increased regulatory requirements, taxes, surcharges or fees on internet voice communications services, which could be assessed by governments retroactively or prospectively, would substantially increase our costs, and, as a result, our business would suffer. In addition, the tax status of our services could subject us to conflicting taxation requirements and complexity with regard to the collection and remittance of applicable taxes. Any such additional taxes could harm our results of operations.

We are subject to anti-corruption and anti-money laundering laws with respect to our operations and non-compliance with such laws can subject us to criminal and/or civil liability and harm our business.

We are subject to the FCPA, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, and possibly other anti-bribery and anti-money laundering laws in countries in which we conduct activities. Anti-corruption laws are interpreted broadly and prohibit companies and their employees and third-party intermediaries from authorizing, offering, or providing, directly or indirectly, improper payments or benefits to recipients in the public or private sector. We use third-party representatives for product testing, customs, export, and import matters outside of the U.S. As we increase our international sales and business, we may engage with business partners and third-party intermediaries to sell our products and services abroad and to obtain necessary permits, licenses, and other regulatory approvals. We or our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We can be held liable for the corrupt or other illegal activities of these third-party intermediaries, our employees, representatives, contractors, partners, and agents, even if we do not explicitly authorize such activities.

Noncompliance with anti-corruption and anti-money laundering laws could subject us to whistleblower complaints, investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, suspension and/or debarment from contracting with certain persons, the loss of export privileges, reputational harm, adverse media coverage, and other collateral consequences. If any subpoenas or investigations are launched, or governmental or other sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, results of operations and financial condition could be materially harmed. In addition, responding to any action will likely result in a materially significant diversion of management's attention and resources, significant defense costs and other professional fees. Enforcement actions and sanctions could further harm our business, results of operations, and financial condition.

We are subject to governmental export and import controls, economic embargoes and trade sanctions that could impair our ability to expand our business to, and compete in, international markets and could subject us to liability if we are not in compliance with applicable laws.

Our products and services are subject to export and import laws and regulations, including the U.S. Export Administration Regulations, U.S. Customs regulations, and various economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls. U.S. export control laws and economic sanctions programs generally prohibit the export of certain products and services to countries, governments and persons subject to U.S. economic embargoes and trade sanctions unless a license, approval, or other authorization is obtained from the U.S. Government. Obtaining the necessary authorizations and licenses for a particular sale may be time-consuming, is not guaranteed and may result in the delay or loss of sales opportunities. If we fail to comply with these laws and regulations, we and certain of our employees could be subject to substantial civil or criminal penalties, including the possible loss of export or import privileges, government investigations, reputational harm, fines which may be imposed on us and responsible employees or managers, and, in extreme cases, the incarceration of responsible employees or managers.

In addition, any changes in our products or services, or changes in applicable export, import, embargo and trade sanctions regulations, may create delays in the introduction and sale of our products and services in international markets or, in some cases, prevent the export or import of our products and services to certain countries, governments, or persons altogether. Any change in export, import, embargo, or trade sanctions regulations, shift in the enforcement or scope of existing regulations, or change in the countries, governments, persons or technologies targeted by such regulations, could also result in decreased use of our products and services, or in our decreased ability to export or sell our products and services to existing or potential customers with international operations. Any decreased use of our products and services or limitation on our ability to export or sell our products and services would likely adversely affect our business.

We may be subject to liabilities on past services for taxes, surcharges and fees.

We collect and remit state or municipal sales, use, excise, utility user and ad valorem taxes, fees, or surcharges on the charges to our customers for our services or goods in only those jurisdictions where we believe we have a legal obligation to do so or for business reasons to reduce risk. In addition, we have historically substantially complied with the collection of certain California sales/use taxes and financial contributions to the California 9-1-1 system (the Emergency Telephone Users Surcharge) and federal USF. With limited exception, we believe we are generally not subject to taxes, fees, or surcharges imposed by other state and municipal jurisdictions or that such taxes, fees, or surcharges do not apply to our service. There is uncertainty as to what constitutes sufficient “in state presence” for a state or local municipality to levy taxes, fees and surcharges for sales made over the internet. Taxing authorities have in the past, and likely will in the future, challenge our position on the lack of enforceability of such taxes, fees and surcharges where we have no relevant presence, and audit our business and operations with respect to sales, use, telecommunications and other taxes, which could result in increased tax liabilities for us or our customers, which could materially and adversely affect our results of operations and our relationships with our customers. We have seen an increase in the number and frequency of such state and local tax authority challenges, audits and related demands, which we are defending against vigorously. A complaint was filed by the County of Berks, Pennsylvania on January 21, 2016 alleging that we are subject to their taxes, fees and surcharges and have failed to remit the required 911 charges. In addition, on November 28, 2016, Ooma filed a complaint against the Oregon Department of Revenue contesting a tax assessment against the Company for the Oregon Emergency Communications Tax, to which the Department of Revenue alleges we are subject. See Note 11: *Commitments and Contingencies* of the accompanying notes of our condensed consolidated financial statements.

Finally, the application of other indirect taxes (such as sales and use tax, value added tax, or VAT, goods and services tax, business tax, and gross receipt tax) to e-commerce businesses, such as ours, is a complex and evolving area. In 2016, the U.S. federal government enacted legislation indefinitely extending the moratorium on states and other local authorities imposing access or discriminatory taxes. This moratorium does not prohibit federal, state, or local authorities from collecting taxes on our income or from collecting taxes due under existing tax rules. The application of existing, new, or future laws, whether in the U.S. or internationally, could have adverse effects on our business, prospects, and results of operations. There have been, and will continue to be, substantial ongoing costs associated with complying with the various indirect tax requirements in the numerous markets in which we conduct or will conduct business.

Risks Related to Being a Public Company

If we fail to develop and maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results in a timely manner, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, and the rules and regulations of the applicable listing standards of the New York Stock Exchange. Compliance with these rules and regulations has increased and will continue to increase our legal and financial compliance costs, and has made and will continue to make some activities more difficult, time-consuming or costly, and increase demand on our systems and resources, particularly after we are no longer an “emerging growth company.”

The Sarbanes-Oxley Act requires, among other things, that we make a formal assessment and provide an annual management report on the effectiveness of our internal control over financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required. As a result, management’s attention may be diverted from other business concerns, which could harm our business and results of operations.

Our control environment may not be sufficient to remediate or prevent future material weaknesses or significant deficiencies from occurring. A control system, no matter how well designed and operated, can provide only reasonable assurance that the control system’s objectives will be met. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and all instances of fraud will be detected. If we are unable to conclude that our internal control over financial reporting is effective, or if we are required to restate our financial statements as a result of ineffective internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, which would cause the price of our common stock to decline.

Our independent registered public accounting firm is not required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act until the later of the year following our first annual report required to be filed with SEC, or the date we are no longer an “emerging growth company,” as defined by the Jumpstart Our Business Startups Act (“JOBS Act”); see below. 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 documented, designed or operating. Our remediation efforts may not enable us to avoid a material weakness in the future.

Our actual operating results may differ significantly from our guidance.

From time to time, we plan to release earnings guidance in our quarterly earnings conference calls, quarterly earnings releases, or otherwise, regarding our future performance that represents our management's estimates as of the date of release. This guidance, which will include forward-looking statements, will be based on projections prepared by our management. Projections are based upon a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. We intend to state possible outcomes as high and low ranges which are intended to provide a sensitivity analysis as variables are changed but are not intended to imply that actual results could not fall outside of the suggested ranges. The principal reason that we release guidance is to provide a basis for our management to discuss our business outlook with analysts and investors. Accordingly, we do not accept any responsibility for any projections or reports published by any such third parties.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the guidance furnished by us will not materialize or will vary significantly from actual results. Accordingly, our guidance is only an estimate of what management believes is realizable as of the date of release. Actual results may vary from our guidance and the variations may be material. In light of the foregoing, investors are urged not to rely upon our guidance in making an investment decision regarding our common stock.

Any failure to successfully implement our operating strategy or the occurrence of any of the events or circumstances set forth in this "Risk Factors" section in this report could result in the actual operating results being different from our guidance, and the differences may be adverse and material.

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 are taking advantage of certain exemptions from various reporting requirements that are applicable to 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, 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 may 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 and may decline.

We will cease to be an "emerging growth company" as of January 31, 2021.

Risks Related to Owning Our Common Stock

Sales of a substantial number of shares of our common stock in the public market, or the perception these sales might occur, could cause our stock price to decline.

Sales of a substantial number of shares of our common stock in the public market, or the perception these sales might occur, could cause the market price of our common stock to decline and could impair our ability to raise capital through the sale of additional equity securities. In addition, we have registered shares of common stock which we may issue under our employee stock plans and they may be sold freely in the public market upon issuance. We may issue our shares of common stock or securities convertible into our common stock from time to time in connection with a financing, acquisition, and investments or otherwise. Any such issuance could result in substantial dilution to our existing stockholders and cause the trading price of our common stock to decline.

If securities analysts do not publish or cease publishing research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.

We expect that the trading price for our common stock will be affected by any research or reports that industry or financial analysts publish about us or our business. If one or more of the analysts who elect to cover us downgrade their evaluations of our stock or provide more favorable relative recommendations about our competitors, the price of our stock could decline. If one or more of these analysts cease coverage of our company, our stock may lose visibility in the market, which in turn could cause its price to decline.

We have never paid cash dividends and do not anticipate paying any cash dividends on our common stock.

We do not anticipate paying any cash dividends on our common stock in the foreseeable future. If we do not pay cash dividends, you would receive a return on your investment in our common stock only if the market price of our common stock increases before you sell your shares.

Our charter documents and Delaware law could prevent a takeover that stockholders consider favorable and could also reduce the market price of our stock.

Our Amended and Restated Certificate of Incorporation and our Amended and Restated Bylaws contain provisions that could delay or prevent a change in control of our company. These provisions could also make it more difficult for stockholders to elect directors and take other corporate actions. These provisions include:

- providing for a classified board of directors with staggered, three-year terms;
- authorizing the issuance of “blank check” preferred stock that our board of directors could issue to increase the number of outstanding shares to discourage a takeover attempt;
- prohibiting cumulative voting in the election of directors;
- providing that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- prohibiting stockholder action by written consent;
- limiting the persons who may call special meetings of stockholders; and
- requiring advance notification of stockholder nominations and proposals.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, the provisions of Section 203 of the Delaware General Corporate Law govern us. These provisions may prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us for a certain period of time without the consent of our board of directors. These and other provisions in our amended and restated certificate of incorporation and our bylaws and under Delaware law could discourage potential takeover attempts, reduce the price investors might be willing to pay in the future for shares of our common stock and result in the market price of our common stock being lower than it would be without these provisions.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers or other employees.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the sole and exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, any action asserting a claim against us arising pursuant to any provisions of the General Corporation Law of the State of Delaware, our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. The choice of forum provision may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. If a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

Our stock price has been and will likely continue to be volatile and could fluctuate or decline, resulting in a substantial loss of your investment.

Our stock price may fluctuate in response to a number of events and factors, such as quarterly operating results; changes in our financial projections provided to the public or our failure to meet those projections; our operating and financial performance and prospects and the performance of other similar companies; the public’s reaction to our press releases, other public announcements and filings with the SEC; significant transactions, or new features, products or services by us or our competitors; changes in financial estimates and recommendations by securities analysts; failure of securities analysts to cover or track our common stock; media coverage of our business and financial performance; trends in our industry; any significant change in our management; sales of common stock by us, our investors or members of our management team; and changes in general market, economic and political conditions in the U.S. and global economies or financial markets.

The market price of our common stock could be subject to wide fluctuations in response to, among other things, the factors described in this “Risk Factors” section or otherwise, and other factors beyond our control, such as fluctuations in the valuations of companies perceived by investors to be comparable to us. In addition, the stock market in general, and the market prices for companies in our industry, have experienced volatility that often has been unrelated to operating performance. These broad market and industry fluctuations may adversely affect the price of our stock, regardless of our operating performance. In the past, many companies that have experienced volatility in their stock price have become subject to securities class action litigation. We have been the target of this type of litigation and may continue to be a target in the future. Securities litigation against us could result in substantial costs and divert our management’s attention from other business concerns, which could harm our business.

If we fail to meet expectations related to future growth, profitability, or other market expectations, our stock price may decline significantly, which could have a material adverse impact on investor confidence and employee retention.

We were subject to a securities class action litigation in connection with our initial public offering and may be subject to similar securities litigation in the future.

The Company, its directors, and certain officers were named as defendants in a consolidated securities class action (“the Securities Litigation”). See Note 11: *Commitments and Contingencies* of the notes of our condensed consolidated financial statements for a detailed description of the Securities Litigation. On May 30, 2019, the parties filed with the Court a Stipulation of Settlement, and on October 18, 2019 the Court entered final approval of the settlement. As part of the final settlement approval, the Court dismissed the class action lawsuit with prejudice and the plaintiff released all claims against the Company and all other defendants relating to the allegations in the class action

In the future, especially following periods of volatility in the market price of our shares, other purported class action or derivative complaints may be filed against us. The outcome of the pending and potential future litigation is difficult to predict and quantify and the defense of such claims or actions can be costly. In addition to diverting financial and management resources and general business disruption, we may suffer from adverse publicity that could harm our brand or reputation, regardless of whether the allegations are valid or whether we are ultimately held liable. A judgment or settlement that is not covered by or is significantly in excess of our insurance coverage for any claims, or our obligations to indemnify the underwriters and the individual defendants, could materially and adversely affect our financial condition, results of operations and cash flows.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None

Item 5. Other Information.

Effective as of December 1, 2019, we entered into a sublease with Alibaba Group (U.S.) Inc., a Delaware company (the “Sublessor”) for our corporate headquarters located at 525 Almanor Avenue, Sunnyvale, California 94085 (the “2019 Sublease”). This replaced the previous sublease with Fiserv Solutions, LLC which terminated on November 31, 2019 and provides for the leasing of 33,407 rentable square feet (the “Sublease Premises”).

The term of the 2019 Sublease shall expire on January 31, 2022 (the “Expiration Date”), and subject to certain conditions, we have the option to extend the term for a one-year period if the Sublessor does not elect, in its sole and absolute discretion, to occupy the Sublease Premises following the Expiration Date.

The monthly rent payable by us under the 2019 Sublease is as follows:

Month	Monthly Base Rent
Month 1 - Month 12	\$175,386.75 per month*
Month 13 - Expiration Date	\$180,648.34 per month
Option Term (if applicable)	\$186,067.80 per month

* Subject to certain rent abatement.

Item 6. Exhibits.

The exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of this Quarterly Report.

EXHIBIT INDEX

Exhibit Number	Description	Incorporated by Reference From Form	Incorporated by Reference From Exhibit Number	Date Filed
10.1 †	Sublease Agreement dated as of August 6, 2019 by and among the Company and Alibaba Group (U.S.) Inc.	Filed herewith		
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act.	Filed herewith		
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act.	Filed herewith		
32.1*	Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act.	Furnished herewith		
32.2*	Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act.	Furnished herewith		
101.INS	XBRL Instance Document	Filed herewith		
101.SCH	XBRL Taxonomy Extension Schema Document	Filed herewith		
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	Filed herewith		
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	Filed herewith		
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	Filed herewith		
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	Filed herewith		

* The certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

† Certain portions of this exhibit have been excluded because they are both not material and would likely cause competitive harm to the Company if publicly disclosed.

SIGNATURES

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

Date: December 6, 2019

Ooma, Inc.

By: /s/ Ravi Narula

Ravi Narula
Chief Financial Officer
(Principal Financial and Accounting Officer)

Pursuant to 17 CFR 229.601, certain identified information marked “[***]” has been excluded from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

SUBLEASE

THIS SUBLEASE (“Sublease”) is dated for reference purposes only as of August 6, 2019 (“Reference Date”), and is made by and between Alibaba Group (U.S.) Inc., a Delaware corporation (“Sublessor”), and Ooma, Inc., a Delaware corporation (“Sublessee”).

IN CONSIDERATION of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the Sublessor and Sublessee agree as follows:

1. Recitals.

A. Master Lease. 525 Almanor, LLC, a Delaware limited liability company (“Master Lessor”), as “Landlord”, and Sublessor, as “Tenant”, entered into that certain Office Lease dated as of November 10, 2018 (“Master Lease”) whereby Master Lessor currently leases to Sublessor approximately 51,756 rentable square feet (“Master Premises”) located on the first and fourth floors of that certain building located at 525 Almanor Avenue, Sunnyvale, California 94085 (“Building”). It is anticipated that as of December 1, 2019 (the “Commencement Date”), Master Lessor will deliver to Sublessor approximately 45,501 rentable square feet of the Building (referred to in the Master Lease as the “Phase 3 Premises”), consisting of the entirety of the second floor (containing approximately 33,407 rentable square feet) and a portion of the first floor (containing approximately 12,094 rentable square feet), which Phase 3 Premises will be added to the Master Premises effective on the Commencement Date. Sublessor represents and warrants that a true, correct and complete copy of the Master Lease (with redactions of certain financial data) is attached hereto as Exhibit A, that the Master Lease is in full force and effect and has not been amended or modified and that Sublessor is not in default under the Master Lease.

B. Prior Sublease. Sublessee currently occupies the Sublease Premises (as defined below) pursuant to an existing sublease (the “Prior Sublease”) by and between Fiserv, as “Sublandlord” and Sublessee as “Subtenant”. The Prior Sublease is scheduled to expire as of November 30, 2019, whereupon the Sublease Premises will be immediately delivered under the Master Lease to Sublessor.

C. Sublease. As of the delivery of the Phase 3 Premises, Sublessee desires and the Sublessor agrees, subject to the Master Lessor Consent (as defined below), to sublease the Sublease Premises upon the terms, covenants and conditions of this Sublease.

D. Defined Terms. Capitalized terms not defined herein shall have the meaning set forth in the Master Lease.

2. Demise of Sublease Premises. Pursuant to the terms and conditions of this Sublease, Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the approximately 33,407 rentable square feet consisting of the entire second floor of the Master Premises (the “Sublease Premises”). The rentable area of the Sublease Premises and the Master Premises as stated in this Sublease shall be binding on the parties without regard to any discrepancy between the actual rentable areas and those stated herein.

3. Term; Contingent Option to Extend.

A. Term. Subject to obtaining the Master Lessor Consent, the term of this Sublease (the "Term") shall commence on the Commencement Date, and shall expire on January 31, 2022 (the "Expiration Date"), unless this Sublease is sooner terminated pursuant to its terms, or the Term is extended as provided in Paragraph 3.B below. Notwithstanding the foregoing, if there is a delay in the commencement of the Master Lease with respect to the Sublease Premises beyond November 30, 2019, then the Commencement Date and Expiration Date shall both be extended on a day-for-day basis for the extent of such delay. Provided Sublessee remains in possession of the Sublease Premises under the Prior Sublease, Sublessor shall be deemed to have delivered possession of the Sublease Premises under this Sublease at 12:01 a.m. on the Commencement Date. Except as otherwise provided in Section 14.7 of the Master Lease, this Sublease shall automatically terminate immediately upon any termination of the Master Lease.

B. Option to Extend. Unless Sublessor elects, in its sole and absolute discretion, to occupy the Sublease Premises following the Expiration Date, Subtenant shall have the option to extend (the "Option to Extend") the Term of this Sublease for one (1) year (the "Option Term"), provided that the Option Conditions (as defined below) are satisfied.

- i. Sublessee must deliver written notice to Sublessor exercising the Option to Extend no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the Expiration Date (the "Exercise Notice"). Sublessee may, no earlier than two hundred seventy (270) prior to the Expiration Date, send a preliminary notice asking whether Sublessor elects to occupy the Sublease Premises following the Expiration Date (the "Preliminary Option Notice"). Sublessor shall have thirty (30) days from receipt of Sublessee's Preliminary Option Notice, or if there is no Preliminary Option Notice, thirty (30) days from receipt of Sublessee's Exercise Notice, within to notify Sublessee if Sublessor elects to occupy the Sublease Premises following the Expiration Date. If after receipt of a Preliminary Option Notice, Sublessor notifies Sublessee that Sublessor elects to occupy the Sublease Premises following the Expiration Date, Sublessee's Option to Extend shall be of no further force or effect. If after receipt of Sublessee's Preliminary Option Notice, Sublessor notifies Sublessee that it does not elect to occupy the Sublease Premises following the Expiration Date, or if Sublessor fails to timely respond to Sublessee's Preliminary Option Notice, Sublessee shall be free to exercise the Option to Extend by timely delivering the Exercise Notice. If, however, Sublessee's Exercise Notice is not preceded by a Preliminary Option Notice, Sublessor shall have thirty (30) days after receipt of the Exercise Notice to notify Sublessee whether Sublessor elects to occupy the Sublease Premises following the Expiration Date. Unless Sublessor timely delivers notice to Sublessee that Sublessor will occupy the Sublease Premises following the Expiration Date, then Sublessee shall be deemed to have exercised its Option to Extend as of the date of the Exercise Notice.
- ii. The Monthly Base Rent (as defined below) in effect as of the original Expiration Date of January 31, 2022 shall be increased by three percent (3%) as detailed in Paragraph 4.A below, the Expiration Date shall be extended to January 31, 2023, and Sublessee shall have no right or option to extend the Term beyond the Option Term. Subject to the foregoing, all other terms and conditions of this Sublease shall apply during the Option Term, and references in this Sublease to Term shall include the Option Term.
- iii. As used herein, "Option Conditions" means: (i) as of the date of delivery of the Exercise Notice or as of the commencement of the Option Term, no Event of Default by Sublessee shall have occurred and be continuing; (ii) as of the date of delivery of the Exercise Notice or as of the commencement

of the Option Term, no Event of Default shall have occurred more than twice within the Term, and (iii) as of the date of delivery of the Exercise Notice or as of the commencement of the Option Term, the Sublease remains in full force and effect and Sublessee has not assigned the Sublease or sublet the Premises at the time the Option to Extend is exercised and as of the commencement of the Option Term. The Option Conditions are for Sublessor’s sole benefit and may be waived by Sublessor.

4. Rent.

A. Monthly Base Rent. Commencing on the Commencement Date and continuing throughout the Term, Sublessee shall pay to Sublessor monthly base rent (“Monthly Base Rent”) for the Premises as follows:

<u>Month</u>	<u>Monthly Base Rent</u>
Month 1 - Month 12	\$175,386.75 per month*
Month 13 - Expiration Date	\$180,648.34 per month
Option Term (if applicable)	\$186,067.80 per month

* Subject to Paragraph 4.D. below, “Abatement of Rent”.

As used herein, the word “month” shall mean the period beginning on the first (1st) day of a calendar month and ending on the last day of that calendar month. Monthly Base Rent shall be paid on or before the first (1st) day of each calendar month during the Term. Rent for any period during the Term which is for less than one month of the Term shall be a pro rata portion of the monthly installment based on the number of days in that month. Rent shall be payable without notice or demand and without any deduction, offset or abatement, in U.S. Dollars. Rent shall be paid to Sublessor at the same address as notices are to be delivered to Sublessor, or remitted to such other address as Sublessor may request in writing from time to time.

B. Additional Rent. Commencing on the Commencement Date and continuing for each month thereafter during the Term, Sublessee shall be responsible for the payment of Sublessee’s Share (as defined below) of Direct Expenses (as defined in Section 4.2.2 of the Master Lease and without markup by Sublessor), except to the extent that any such Direct Expenses relate specifically to portions of the Master Premises other than the Sublease Premises, in which case Sublessor shall be solely responsible for such Direct Expenses. In addition, from and after the Commencement Date, Sublessee shall pay directly to the provider or, in the case of personal property taxes, permits, licenses and fees, directly to the entity imposing such costs, (i) its own telephone, telecommunications and data communications charges, and any other such service contracted for directly by Sublessee in support of the Sublease Premises; (ii) all personal property taxes, charges and assessments, including the taxes described in Section 4.5 of the Master Lease, if any, on Sublessee’s trade fixtures, equipment and other personal property of Sublessee located in the Sublease Premises; (iii) all permit, license or other governmental fees or charges arising out of Sublessee’s use and operation of the Sublease Premises; and (iv) any extraordinary services (i.e., any services over and above the standard services provided by Master Lessor to the Sublease Premises or Building under the Master Lease) that are provided to the Sublease Premises at the written request of Sublessee (it being understood that Sublessee shall only make a request for such services in writing), or any materially disproportionate usage of building utilities by Sublessee, which Sublessee shares in common with other occupants of the Building and that are not separately metered to the Sublease Premises. All charges payable by Sublessee pursuant to this Paragraph 4.B. and elsewhere under this Sublease (other than Monthly Base Rent and payments to third parties) shall be payable to Sublessor at the address set forth herein and shall be deemed additional rent (“Additional Rent”). Monthly Base Rent and Additional Rent hereinafter shall be referred to as “Rent”. All Additional Rent not required by this Sublease to be paid at the time and in the manner for payment of Monthly Base Rent shall be payable to Sublessee within twenty (20) days after the

date of Sublessor's invoice therefor. "Sublessee's Share" shall be 20.09% Sublessee's Share percentage is determined by dividing the rentable square footage of the Sublease Premises (i.e., 33,407 rentable square feet) by the rentable square footage of the Building (i.e., 166,307 rentable square feet) and multiplying by 100. Sublessee and Sublessor agree, as a material part of the consideration given by Sublessee to Sublessor for this Sublease, that Sublessee shall pay Sublessee's Share of all costs, expenses, taxes, insurance, maintenance and other charges of every kind and nature arising in connection with the Sublease Premises during the Term, such that Sublessor shall receive, as net consideration for this Sublease, full reimbursement thereof. Sublessor shall be entitled to rely conclusively on Master Lessor's determination of estimated and actual Direct Expenses. However, if Sublessor elects in its sole discretion to perform any audit of Direct Expenses and such audit yields a refund or credit for overpayment of Direct Expenses, Sublessor shall provide Sublessee's Share of such refund or credit to Sublessee (net of Sublessor's costs of audit and enforcement). At Sublessee's request and expense, and provided there exists no Event of Default, Sublessor shall undertake an audit of Direct Expenses to the extent permitted by the Master Lease. If such audit yields a refund or credit for overpayment of Direct Expenses, the same shall first be applied to reimburse Sublessee for the audit costs, Sublessee shall receive Sublessee's Share of the remaining refund or credit and Sublessor shall receive the balance of such refund or credit. For the avoidance of doubt, Sublessee shall not be responsible for any charges that are assessed against Sublessee as a result of Sublessor's acts or omissions, or that are incurred as a result of excess or additional services specifically requested by Sublessor for the Sublease Premises without Sublessee's prior written consent and approval.

C. Prepayment of First Month's Rent. Within ten (10) business days following obtaining the Master Lessor Consent, Sublessee shall pay to Sublessor the sum of One Hundred Seventy Five Thousand Three Hundred Eighty-Six and 75/100ths Dollars (\$175,386.75), which shall be applied by Sublessor as a credit against the Monthly Base Rent for the month following the Rent Abatement Period (and if the Monthly Base Rent due in such month is reduced due to partial abatement pursuant to Paragraph 4.D below, any balance not applied to such first month following the Rent Abatement Period shall be applied as a credit against the Monthly Base Rent due in the subsequent month).

D. Abatement of Rent. Monthly Base Rent shall be abated for the first four (4) months of the Term (the "Rent Abatement Period" and such abated Monthly Base Rent, the "Abated Rent"). If the Commencement Date is not the first day of the month, then the pro rata amount of Monthly Base Rent due for such partial month shall be abated, followed by Monthly Base Rent for the following three full months, and finally a portion of the Monthly Base Rent in the fifth month to bring the total Abated Rent to Seven Hundred One Thousand Five Hundred Forty-Seven and No/100s Dollars (\$701,547.00). From and after the expiration of the Rent Abatement Period, Sublessee shall commence paying Monthly Base Rent at the times and in the amounts set forth in Paragraph 4.A. above (subject to the credit pursuant to Paragraph 4.C above). Notwithstanding anything to the contrary contained herein, if this Sublease is terminated early due to an Event of Default (as defined below) at any time during the Term, the Rent Abatement Period shall automatically end (if it has not already ended) and Sublessee shall immediately pay to Sublessor a sum equal to the product of multiplying the total Abated Rent (or if this Sublease is terminated before the end of the Rent Abatement Period, the actual Abated Rent before the termination) by a fraction, the numerator of which is the remaining number of full calendar months in the Term and the denominator of which is 26. Such payment by Sublessee shall be in addition to all other rights and remedies of Sublessor upon termination of this Sublease due to an Event of Default

5. Security Deposit. Upon execution of this Sublease by Sublessee, Sublessee shall deliver to Sublessor an amount equal to One Hundred Eighty Thousand Six Hundred Forty Eight and 35/100ths Dollars (\$180,648.35) (the "Security Deposit") as security for the full and faithful performance of every provision of this Sublease to be performed by Sublessee. Upon the occurrence of an Event of Default, Sublessor may use, apply or retain all or any part of the Security Deposit for the payment of any Rent or

any other amount which Sublessor may spend or become obligated to spend by reason of Sublessee's Event of Default, to repair damages to any part of the Sublease Premises or the Building, to clean the Sublease Premises or to compensate Sublessor for any other loss or damage which Sublessor may suffer by reason of such Event of Default. Sublessor shall not be required to keep the Security Deposit separate from its general funds, and Sublessee shall not be entitled to interest on the Security Deposit. Sublessee waives any statute, ordinance or judicial decision restricting the use of amounts drawn by Sublessor under the Security Deposit, including without limitation, California Civil Code Section 1950.7. If Sublessor so uses or applies all or any portion of the Security Deposit, Sublessee shall within five (5) days after written demand deposit with Sublessor cash in such amount as is necessary to restore the Security Deposit to the full amount required under this Paragraph 5. Sublessor shall return any unapplied portion of the Security Deposit to Sublessee upon thirty (30) days after the last occur of: (i) expiration or earlier termination of this Sublease, (ii) Sublessee's surrender of the Sublease Premises in the condition required by this Sublease, and (iii) Sublessee's cure of any Event of Default.

6. Late Charge; Interest. If Sublessee fails to pay Sublessor any amount due hereunder on or before the date when such payment is due, Sublessee shall pay to Sublessor a late charge of five percent (5%) (the "Late Charge Amount") upon demand and interest at the "Interest Rate" (as defined in the Master Lease); provided, however, that Sublessee shall be entitled to notice prior to imposition of the Late Charge Amount once in each twelve (12) month period as set forth in Article 25 of the Master Lease. Sublessor's acceptance of any interest or Late Charge Amount shall not waive Sublessee's Event of Default in failing to pay the delinquent amount.

7. Delivery of Sublease Premises. The parties acknowledge and agree that Sublessee is the current occupant of the Sublease Premises, and as of the Commencement Date, Sublessor shall, by allowing Sublessee to remain in occupancy, be deemed to have delivered possession of the Sublease Premises to Sublessee in its current "as-is", "where is" and "with all faults" condition. Sublessor shall have no obligation whatsoever to make or pay the cost of any alterations, improvements or repairs to the Sublease Premises, including, without limitation, any improvement or repair required to comply with any law, regulation, building code or ordinance (including, without limitation, the Americans With Disabilities Act of 1990 ("ADA")). Sublessee shall look solely to Master Lessor for performance of any repairs required to be performed by Master Lessor under the terms of the Master Lease, and if Master Lessor fails to perform any such repairs within thirty (30) days after Master Lessor has been requested to do so by Sublessee, then Sublessee shall promptly notify Sublessor of Master Lessor's failure to perform.

8. Indemnity; Limitation of Liability. To the fullest extent permitted by law (and in addition to the indemnifications set forth in the Master Lease, including, without limitation, Section 10.1 of the Master Lease, Sublessee shall indemnify, protect, defend (with counsel reasonably acceptable to Sublessor) and hold harmless Sublessor from and against any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with: (i) Sublessee's use and occupancy of the Premises, including the condition thereof during the Term excepting therefrom any casualty or condemnation thereof; (ii) the gross negligence or willful misconduct of Sublessee or its directors, officers, agents, employees or contractors; (iii) a breach of Sublessee's obligations under this Sublease; or (iv) a breach of Sublessee's obligations under the provisions of the Master Lease incorporated herein; provided, however, that Sublessee shall have no obligation to indemnify, protect, defend and hold harmless Sublessor to the extent any such claims, liabilities, judgments, causes of action, damages, costs or expenses are caused by the gross negligence or willful misconduct of Sublessor or its employees, contractors, agents or invitees. The foregoing indemnification obligations of Sublessee shall survive the expiration or earlier termination of this Sublease. Notwithstanding anything to the contrary contained in this Sublease, except with respect to Sublessee's obligations set forth in Paragraph 18 below ("Surrender") and Paragraph 27 below ("Holdover"), in no event shall either party be liable to the

other party for any consequential, special, exemplary, incidental or punitive damages incurred (including, without limitation, any injury to business or loss of income or profit therefrom) in connection with this Sublease, the Sublease Premises or the Building.

9. Right to Cure Defaults. If Sublessee fails to pay any sum of money to Sublessor when due, or fails to perform any other act on its part to be performed hereunder, and such failure would with the passage of time or the giving of notice, or both, constitute an Event of Default hereunder, then Sublessor may, but shall not be obligated to, make such payment or perform such act. All such sums paid, and all actual out-of-pocket costs and expenses of performing any such act, shall be deemed Additional Rent payable by Sublessee to Sublessor upon demand. In addition, Sublessee shall pay to Sublessor interest on all amounts due at the Interest Rate from the due date to and including the date of the payment, or from the date of the expenditure until repaid, as the case may be.

10. Assignment and Subletting.

A. Consent Required. Sublessee may not assign this Sublease, further sublet the Sublease Premises, transfer any interest of Sublessee therein or herein or permit any use of the Sublease Premises by another party (collectively, "Transfer") without the prior written consent of Sublessor (which shall not be unreasonably withheld, conditioned or delayed) and of Master Lessor in accordance with the terms of Article 14 of the Master Lease. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. Any Transfer without such consent shall be void and, at Sublessor's option, shall terminate this Sublease. Sublessor's waiver of consent to any assignment or subletting shall be ineffective unless set forth in writing, and Sublessee shall not be relieved from any of its obligations under this Sublease unless the consent expressly so provides.

B. Transfer Premium. Sublessee shall pay to Sublessor, in the manner prescribed by Section 14.3 of the Master Lease, seventy-five percent (75%) of the Transfer Premium as defined in the Master Lease, but determined based on any excess of the amount Sublessee is to receive in connection the Transfer over the Rent due under this Sublease (exclusive of the Transfer Premium, and calculated on a per square foot basis if the Transfer involves less than all of the Sublease Premises), after deducting the Transfer Costs for Sublessee's Transfer. Sublessee shall provide reasonable supporting documentation to establish any Transfer Costs claimed by Sublessee.

C. Right to Recapture. Other than with respect to a Transfer to a Permitted Transferee, provided the proposed Transfer is for a majority of the balance of the Sublease Term, Sublessor may, upon notice of such intent to Transfer given pursuant to Section 14.1 of the Master Lease from Sublessee, exercise the recapture right set forth in Section 14.4 of the Master Lease within ten (10) business days by delivery of written notice of recapture to Sublessee. Notwithstanding the foregoing, if Sublessor exercises its recapture right pursuant to Section 14.4 of the Master Lease, Sublessee shall have the right, upon written notice to Sublessor not later than five (5) days after Sublessor exercises such right, to rescind its request for consent to the Transfer, in which case this Sublease shall continue unmodified and in full force and effect. Sublessor's failure to deliver such recapture notice within the time set forth herein shall entitle Sublessee to proceed with the proposed Transfer, subject to consent and approval of Master Lessor.

11. Use. Sublessee may use the Sublease Premises only for the Permitted Use set forth in Item 7 of the Summary of Basic Lease Information of the Master Lease, and in accordance with the provisions of the Master Lease, including, without limitation, Article 5 of the Master Lease. With respect to Hazardous Materials (as defined in Section 29.33.1 of the Master Lease), Sublessee shall comply with the provisions of Section 29.33 of the Master Lease. Sublessee also shall comply with all rules and regulations promulgated from time to time by Master Lessor. There shall be no liability of Sublessor on account of the

following: (i) the use, or interruption of use, of the Sublease Premises in connection with the furnishing of any services provided to or contracted for directly by Sublessee for the Sublease Premises; or (ii) the limitation, curtailment, rationing or restrictions requested by any governmental authority on use of water, electricity, gas or any other form of energy or utility service serving the Sublease Premises or the Building. Notwithstanding anything to the contrary contained in this Sublease, there shall be no abatement of Rent or liability of Sublessor on account of injury to or interference with Sublessee's business (including loss of profits) or damage to Sublessee's property with respect to any services performed or provided by Master Lessor, except to the extent of any abatement of Rent provided to Sublessor pursuant to the Master Lease, which abatement of Rent rights shall pass through to Sublessee without deduction insofar as the same is attributable solely to the Sublease Premises.

12. Effect of Conveyance. As used in this Sublease, the term "Sublessor" means the holder of the tenant's interest under the Master Lease. In the event of any transfer of said tenant's interest, from and after the effective date thereof, provided that the assignee has expressly assumed in writing all obligations and liabilities of Sublessor hereunder accruing from and after the date of the assignment (including without limitation as to the return of the Security Deposit), Sublessor shall be relieved of all covenants and obligations of Sublessor hereunder following the date of such transfer.

13. Acceptance. The parties acknowledge and agree that Sublessee is subleasing the Sublease Premises on an "AS IS" and "WITH ALL FAULTS" basis. Sublessor has made no representations or warranties of any kind with respect to the condition or use of the Sublease Premises. Sublessee hereby represents to Sublessor that (i) Sublessee is knowledgeable about the Sublease Premises and the physical condition thereof and the zoning regulations with respect thereto, including, without limitation, accessibility, location of utilities and improvements and earthquake preparedness, which in Sublessee's judgment (and based on its occupancy under the Prior Sublease) affect or influence Sublessee's use of the Sublease Premises and Sublessee's willingness to enter into this Sublease; (ii) Sublessee is relying on its own knowledge in subleasing the Sublease Premises; and (iii) Sublessee has received no representations or warranties with respect to the physical condition or use of the Sublease Premises on which Sublessee has relied in entering into this Sublease.

14. Improvements.

A. Alterations and Improvements. No alterations, additions or improvements (collectively or individually, the "Alterations") shall be made to the Sublease Premises except in accordance with this Sublease and the applicable provisions of Article 8 of the Master Lease, and with the prior written consent of Master Lessor and Sublessor, which consent of Sublessor shall not be unreasonably withheld, conditioned or delayed (it being agreed that Sublessor may reasonably withhold its consent if Master Lessor withholds consent for any reason). However, if Sublessee's proposed Alterations qualify as a Cosmetic Alteration under Master Lease Section 8.1 and the total cost thereof does not exceed the Monthly Base Rent then in effect under this Sublease, Sublessee may make such Alterations upon not less than ten (10) days prior written notice to Sublessor without need for the consent of Sublessor or Master Lessor.

B. Requirements. Except as provided in the last sentence of Paragraph 14.A, Sublessee shall submit for the Sublessor's and Master Lessor's approval a set of detailed working drawings for any Alterations which Sublessee proposes to construct or install in the Sublease Premises at any time during the Term. To the extent that Master Lessor approves such Alterations, Sublessor agrees that Sublessor shall not unreasonably withhold, condition or delay Sublessor's approval to such Alterations. Except as provided in the last sentence of Paragraph 14.A, all plans, drawings and specifications for any Alterations and Sublessee's choice of contractors shall be subject to the prior approval of Sublessor, which shall not be

unreasonably withheld or delayed, and of Master Lessor in accordance with the provisions of the Master Lease.

Sublessee shall construct any Alterations at Sublessee's sole cost and expense and in compliance with all applicable law and otherwise in compliance with the applicable provisions of the Master Lease. In no event shall Sublessor be obligated to provide any improvement allowance in connection with any Alterations.

C. Removal of Improvements. Sublessee shall not be obligated to remove any alterations, additions or improvements installed in the Sublease Premises by or for Sublessee or any predecessor in interest of Sublessee prior to the Reference Date. Upon the expiration or earlier termination of this Sublease, Sublessee, at its sole cost and expense, shall be responsible for removing any Alterations that are installed in the Sublease Premises by Sublessee from and after the Reference Date, and that are required to be removed by Master Lessor pursuant to the Master Lease or in writing by Sublessor pursuant to its consent to such Alterations (if applicable and if Sublessee's request for such consent expressly requests Sublessor's determination as to whether such Alterations must be removed), and restoring the Sublease Premises to substantially the same condition immediately prior to installation of such Alterations, normal reasonable wear and tear and damage due to casualty or condemnation excepted.

15. Furniture, Fixtures and Equipment. The parties acknowledge that Sublessee is the current occupant of the Premises, and that the Premises shall be delivered to Sublessee in its current, as-is condition, including with all of the furniture, fixtures and equipment, including cubicles, office furniture, chairs and conference room tables, currently located within the Premises (the "FF&E"). Sublessee acknowledges and agrees that the FF&E is the property of Sublessee and as such, Sublessee understands and acknowledges that Sublessor has made no representations or warranties whatsoever as to the FF&E, including no representations as to the FF&E's condition or fitness for a particular purpose. Sublessee shall be responsible for removing the FF&E from the Premises upon the expiration or earlier termination of this Sublease, and for repairing any damage caused by such removal.

16. Events of Default. Each of the following events is referred to herein as an "Event of Default":

A. Sublessee fails to pay any Rent when due and such failure continues for more than three (3) days after notice of delinquency; provided, however, that if Rent is not paid in full when due more than once in any six (6) month period, Sublessee's failure to pay Rent when due on the second or any subsequent time within such six (6) month period shall constitute an Event of Default without requirement of any notice or cure period; and

B. Any event occurs which involves Sublessee and the Sublease Premises and which would constitute a default under Sections 19.1.2, 19.1.3, 19.1.4 and 19.1.5 of the Master Lease if it involved Sublessor and the Master Premises, following delivery of notice of default (which may be delivered to Sublessee by either Master Lessor or Sublessor), if such notice is required under the Master Lease, and expiration of the following cure period: (i) twenty (20) days for any default described in Section 19.1.1 of the Master Lease; (ii) thirty (30) days for any default described in Section 19.1.3 of the Master Lease; and (iii) one (1) business day for any default described in Section 19.1.5 of the Master Lease.

17. Remedies. Upon the occurrence, and during the continuance, of an Event of Default, Sublessor shall have, in addition to any other rights and remedies available to it under this Sublease and/or at law and/or in equity, any and all rights and remedies of Master Lessor set forth in Sections 19.2, 19.3, and 19.5 of the Master Lease. All rights and remedies of Sublessor herein enumerated shall be cumulative and none

shall exclude any other right allowed by law or in equity and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

18. Surrender. Upon the expiration or earlier termination of this Sublease, Sublessee shall remove all of its FF&E, and any Alterations performed by or on behalf of Sublessee after the Reference Date if removal is required as provided in Paragraph 14.C above, and subject to the foregoing, shall surrender the Sublease Premises to Sublessor in the condition required under the Master Lease, including, without limitation, Article 15 of the Master Lease as the same applies to the Sublease Premises. If the Sublease Premises are not so surrendered, then Sublessee shall be liable to Sublessor for all costs incurred by Sublessor in returning the Sublease Premises to the required condition, plus interest thereon at the Interest Rate until paid by Sublessee. Sublessee shall indemnify, defend with counsel reasonably acceptable to Sublessor, protect and hold harmless Sublessor against any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including attorneys' and experts' fees) resulting from Sublessee's delay in surrendering the Sublease Premises in the condition required, including, without limitation, any claim made by any succeeding subtenant founded on or resulting from such failure to surrender; provided, however, the foregoing indemnity shall not apply in the instance of gross negligence or intentional misconduct on the part of Sublessor or any of its officers, directors, employees and agents. The indemnification set forth in this Paragraph 18 shall survive the expiration or earlier termination of this Sublease.

19. Estoppel Certificates. Within five (5) business days following written notice from Sublessor or Master Lessor, Sublessee shall execute, acknowledge and deliver to Sublessor or Master Lessor an estoppel certificate in commercially reasonable form meeting the requirements of Article 17 of the Master Lease. Any such statement may be conclusively relied upon by any prospective purchaser, transferee or encumbrancer of the Sublease Premises or of Sublessor's interest in this Sublease.

20. Brokers. Sublessor and Sublessee each represent to the other that they have dealt with no real estate brokers, lenders, agents or salesmen in connection with this transaction other than CBRE, representing Sublessor, and CBRE, representing Sublessee (the "Brokers"). Each party agrees to indemnify, defend and hold the other party harmless from and against all claims for brokerage commissions, finder's fees or other compensation made by any agent, broker, salesman or finder other than the Brokers as a consequence of said party's actions or dealings with such agent, broker, salesman, or finder other than the Brokers. Sublessor shall be responsible for payment of a brokerage fee to Brokers pursuant to a separate written agreement.

21. Notices. Unless five (5) business days' prior written notice is given in the manner set forth in this Paragraph, the address of each party for all purposes connected with this Sublease shall be that address set forth below their signatures at the end of this Sublease. The address for Master Lessor shall be as follows: 525 Almanor LLC, c/o INVESCO Real Estate, 2001 Ross Avenue, Suite 3400, Dallas, TX 75201, Attn: Kevin Pirozzoli, Asset Manager. All notices, demands, or communications in connection with this Sublease shall be considered received when (i) personally delivered; or (ii) if properly addressed and either sent by nationally recognized overnight courier or deposited in the mail (registered or certified, return receipt requested, and postage prepaid), on the date shown on the return receipt for acceptance or rejection. All notices given to the Master Lessor under Section 29.18 of the Master Lease shall be considered received only when delivered in accordance with the Master Lease.

22. Severability. If any term of this Sublease is held to be invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Sublease shall remain in full force and effect to the fullest extent possible under the law, and shall not be affected or impaired.

23. Amendment. This Sublease may not be amended except by the written agreement of Sublessor and Sublessee and, if required by the Master Lease, or the Master Lessor Consent.

24. Insurance: Waiver. Sublessee shall procure and maintain all insurance policies required to be carried by the “Tenant” under the Master Lease, including, without limitation, Article 10 of the Master Lease, with respect to the Sublease Premises. All such liability policies shall name Sublessor and Master Lessor as additional insureds. A certificate of insurance reflecting that the insurance required to be carried by Sublessee pursuant to this Sublease and the Master Lease is in force shall be delivered to Sublessor prior to the Commencement Date and upon renewal of such policies. Notwithstanding anything to the contrary herein, upon the issuance of Master Lessor’s Consent, the provisions of Section 10.3.2.4 of the Master Lease, “Waiver of Subrogation”, shall be deemed to be a three (3) party agreement among Master Lessor, Sublessor and Sublessee.

25. Other Sublease Terms.

A. Incorporation by Reference. Except as otherwise provided in this Sublease, and except those which by their nature or purport are inapplicable to the subleasing of the Sublease Premises pursuant to this Sublease or are inconsistent with or modified by any of the terms, covenants or conditions of this Sublease, the terms and provisions contained in the Master Lease are incorporated herein and made a part hereof as if set forth at length; provided, however, that: (i) each reference in such incorporated sections to “Lease” and to “Premises” shall be deemed a reference to this “Sublease” and the “Sublease Premises” defined herein, respectively; (ii) each reference to “Landlord” and “Tenant” shall be deemed a reference to “Sublessor” and “Sublessee”, respectively, except as expressly set forth herein; (iii) with respect to work, services, repairs, restoration, insurance or the performance of any other obligation of Master Lessor under the Master Lease, the sole obligation of Sublessor (Sublessee acknowledges that Sublessor shall be under no obligation to perform or otherwise satisfy any such obligations) shall be to request the same in writing from Master Lessor in a timely manner, as and when requested to do so by Sublessee, and to use Sublessor’s commercially reasonable good faith efforts to obtain Master Lessor’s performance (provided that Sublessee pays all costs incurred by Sublessor in connection therewith); (iv) Sublessor shall have no liability to Sublessee with respect to (a) representations and warranties made by Master Lessor under the Master Lease, (b) any indemnification obligations of Master Lessor under the Master Lease, or other obligations or liabilities of Master Lessor under the Master Lease with respect to compliance with laws, condition of the Sublease Premises or Hazardous Materials, and (c) obligations under the Master Lease to repair, maintain, restore, or insure all or any portion of the Sublease Premises, regardless of whether the incorporation of one or more provisions of the Master Lease might otherwise operate to make Sublessor liable therefor; (v) with respect to any approval or consent required to be obtained from the Master Lessor under the Master Lease, such approval or consent must be obtained from both Master Lessor and Sublessor, and the approval of Sublessor may be withheld if Master Lessor’s approval or consent is not obtained; (vi) in any case where “Tenant” is to indemnify, release or waive claims against “Landlord”, such indemnity, release or waiver shall be deemed to run from Sublessee to both Master Lessor and Sublessor; (vii) except as provided in Paragraph 26 with respect to Master Lessor’s Consent, Sublessee shall pay all consent and review fees set forth in the Master Lease to both Master Lessor and Sublessor; (viii) Sublessee shall have the right to terminate this Sublease due to casualty or condemnation under the same conditions for which Sublessor has the right to terminate the Master Lease due to casualty or condemnation pursuant to Sections 11.2 or 13 of the Master Lease (with references to “Landlord” and “Tenant” replaced with references to “Sublessor” and “Sublessee”), and even in the event Sublessee elects not to exercise any such right to terminate the Sublease, Sublessor may nevertheless exercise any right it may have to terminate the Master Lease due to casualty or condemnation; (ix) as between Sublessor and Sublessee only, all insurance proceeds or condemnation awards received by Sublessor under the Master Lease shall be deemed to be the property of Sublessor; (x) in any case where “Tenant” is to execute and deliver certain documents or notices to “Landlord”, such

obligation shall be deemed to run from Sublessee to both Master Lessor and Sublessor; and (xi) the following provisions of the Master Lease are expressly excluded from and not incorporated herein by reference: **Master Lease**: Summary of Basic Lease Information – Items 1; 2.2; 3; 4; 6; 8; 10; 12 and 13; Sections 1.1.1; 1.1.3 (beginning at the sentence starting with “Following the Phase 4 Lease Commencement Date...” through the end of the Section; 1.1.4; 1.2; 1.3; 1.4; Articles 2, 3 and 4 (except for Section 4.5); Sections 5.4; 5.5; 5.6; 5.7; 6.1.5; 11.1; 11.2; 14.9; 14.10; Articles 21 and 22, Section 23.5 (provided however that Sublessor hereby approves Sublessee’s existing signage and any replacement thereof substantially similar in size, quality and location as currently exists); Article 25; the second, third, fourth and fifth sentences of Section 28.1; Sections 28.2; 29.24; 29.36; 29.43 and Exhibits A; B; F; G; H; and I.

In the event of any conflict between this Sublease and the Master Lease, the terms of this Sublease shall control as between Sublessor and Sublessee. Sublessee hereby acknowledges that it has read and is familiar with all the terms of the Master Lease, and agrees that this Sublease is subordinate and subject to the Master Lease.

B. Performance by Sublessor. Notwithstanding anything to the contrary contained in this Sublease, Sublessor shall not be required to furnish, supply or install anything required of Master Lessor under any Article or Section of the Master Lease, provided, however, that Sublessor shall promptly notify Master Lessor of any maintenance deficiencies or repair obligations of Master Lessor under the Master Lease within a reasonable time (but in no event more than two (2) business days) after Sublessee notifies Sublessor of such deficiencies. Sublessor shall have no liability or responsibility whatsoever for Master Lessor’s failure or refusal to perform under the Master Lease, unless such non-performance is a result of Sublessor’s breach or default of the Master Lease and such breach or default is not caused by Sublessee. Sublessor’s obligation to use its commercially reasonable good faith efforts to cause Master Lessor to observe and perform its obligations under the Master Lease shall not be a guarantee by Sublessor of Master Lessor’s compliance with the provisions of the Master Lease, and in no event shall Sublessor be required to initiate any litigation proceedings or file suit against Master Lessor. Sublessor agrees to pay all rent payable under the Master Lease to Master Lessor in accordance with the terms of the Master Lease, and otherwise to perform its obligations under the Master Lease except to the extent Sublessee expressly agrees to perform such obligations with respect to the Sublease Premises pursuant to the terms hereof. Sublessor shall deliver promptly to Sublessee copies of all notices Sublessor receives from Master Lessor with respect to the Master Lease and/or the Premises. Sublessor covenants and agrees to pay all rent, and any other amounts, due and payable under the Master Lease on a timely basis. Any rental abatement available to Sublessor under the Master Lease in connection with a disruption in utilities, casualty, unavailability of the Sublease Premises or similar matter (excluding, however, any abatement under Sections 3.2, 3.3 and 3.4 of the Master Lease) shall apply on a fair and equitable basis to Monthly Base Rent and Additional Rent applicable hereunder. (By way of illustration and not limitation, if 50% of Sublessor’s monthly base rent is abated under the Master Lease with respect to the Sublease Premises, then 50% of Sublessee’s Monthly Base Rent shall be abated hereunder; and if 50% of Sublessor’s monthly base rent under the Master Lease is abated due to events, conditions or circumstances not applicable to or affecting the Sublease Premises, there shall be no abatement of Sublessee’s Monthly Base Rent hereunder.) Sublessor shall promptly deliver to Sublessee any notice received from Master Lessor or its agents in connection with the Master Lease that directly pertains to the Sublease or the Sublease Premises. Sublessor shall indemnify, defend and hold harmless Sublessee from any breach by Sublessor of the provisions of this Paragraph or Paragraph C below, including without limitation the reasonable costs of Sublessee’s attorneys.

C. Preservation of Master Lease. So long as no Event of Default by Sublessee is continuing, except as otherwise provided with respect to termination in case of casualty or condemnation, Sublessor shall not enter into any agreement that will cause either the Master Lease to be terminated or the Sublease Premises to be surrendered prior to the expiration of the Term. Sublessor shall not enter into any

amendment or other agreement with respect to the Master Lease that will prevent or adversely affect the use by Sublessee's of the Sublease Premises in accordance with the terms of this Sublease, adversely affect the access to the Sublease Premises from the Common Areas or Building, adversely affect the parking density and availability for the Building, increase the obligations or liabilities of Sublessee or decrease the rights of Sublessee under this Sublease or with respect to the Sublease Premises, shorten the term of this Sublease or increase the rental or any other sums required to be paid by Sublessee under this Sublease without the prior written consent of Sublessee, in each case to be given or withheld in Sublessee's sole and absolute discretion.

26. Condition Precedent. This Sublease and Sublessor's and Sublessee's obligations hereunder are conditioned upon having obtained a written consent of the Master Lessor to the execution of this Sublease in form and substance and containing such provisions as Sublessor and Sublessee may mutually require in their respective sole and absolute discretion (the "Master Lessor Consent"). Sublessor shall use commercially reasonable good faith efforts to obtain the Master Lessor Consent, and shall pay any amounts to Master Lessor as may be required under the Master Lease in connection with the Master Lessor's Consent. If Sublessor has not obtained the Master Lessor Consent within thirty (30) days after the Reference Date, either Sublessor or Sublessee may terminate this Sublease by giving the other party ten (10) business days' prior written notice, in which case this Sublease shall terminate on the day following the last day of the ten (10) business day notice period (unless the Master Lessor Consent is obtained during such ten (10) business day period, in which case this Sublease shall remain in full force and effect), neither party shall have any further rights or obligations hereunder and Sublessor shall return to Sublessee any sums paid. The return of all sums paid by Sublessee to Sublessor shall be Sublessee's sole and exclusive remedy in the event of a termination pursuant to this Paragraph 26, including, without limitation, a termination resulting from Sublessor's determination that any term or condition proposed by Master Lessor in a consent is unacceptable. Notwithstanding any contrary provision of this Paragraph 26, Sublessor and Sublessee agree that a Master Lessor Consent in substantially the form attached as Exhibit B to this Sublease is satisfactory and meets their respective requirements.

27. Holdover. The parties hereby acknowledge that it is critical that Sublessee surrender the Sublease Premises to Sublessor no later than the Expiration Date or earlier termination of this Sublease in accordance with the terms of this Sublease. If with Sublessor's consent Sublessee remains in possession of all or any portion of the Sublease Premises after the Expiration Date or earlier termination of this Sublease, Sublessee shall pay Sublessor holdover rent in the amount of one hundred fifty percent (150%) of the Monthly Base Rent payable by Sublessee during the last month of the Term, and one hundred percent of the Additional Rent payable pursuant to Paragraph 3.B. above, prorated based on the number of days of holdover. The obligations set forth in this Paragraph 27 shall survive the expiration or earlier termination of this Sublease.

28. Parking. Sublessee shall be entitled to one hundred (100) unreserved parking passes (~ 3 per 1000 rentable square feet of the Sublease Premises), subject to the provisions of Article 28 of the Master Lease.

29. No Offer. Submission of this Sublease for examination or signature by Sublessee does not constitute a right to, reservation of, option for or option to sublease, and such submission is not effective as a sublease or otherwise until execution and delivery by both Sublessor and Sublessee, subject, however, to the provisions of Paragraph 26 above.

30. Authority. Without incurring any personal liability to either party, each individual executing this Sublease on behalf of a corporation, limited liability company, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of said corporation, limited liability company, partnership or entity, and that this Sublease is binding upon said corporation, limited liability company, partnership or entity in accordance with its terms.

31. Financial Information. Not more than once each calendar year during the Term (unless Sublessee has been in default of any monetary obligation hereunder, in which case Sublessor shall have the right to request such information more than once each calendar year), upon Sublessor's request Sublessee promptly shall deliver to Sublessor a copy of Sublessee's audited financial statements (or if unaudited, unaudited financial statements for the then-current fiscal year), which financial statement or statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a certificate of Sublessee's Chief Financial Officer stating that such statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Sublessee at the date thereof and for the periods covered thereby. During any period Sublessee is a publicly traded corporation with shares listed and actively traded on a nationally recognized stock exchange, then Sublessor waives the right to require Sublessee to deliver such financial statement or statements as described in this Paragraph 31.

32. Miscellaneous. This Sublease contains all of the covenants, conditions and agreements between Sublessor and Sublessee concerning the Sublease Premises, and shall supersede all prior correspondence, agreements and understandings concerning the Sublease Premises, both oral and written. This Sublease shall in all respects be governed by and construed in accordance with the laws of the state in which the Sublease Premises are located. If any term of this Sublease is held to be invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Sublease shall remain in full force and effect to the fullest extent possible under the law, and shall not be affected or impaired. This Sublease may not be amended except by the written agreement of all parties hereto. Time is of the essence with respect to the performance of every provision of this Sublease in which time of performance is a factor. Any executed copy of this Sublease shall be deemed an original for all purposes. This Sublease shall, subject to the provisions regarding assignment and subletting, apply to and bind the respective heirs, successors, executors, administrators and assigns of Sublessor and Sublessee. The language in all parts of this Sublease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Sublessor or Sublessee. The captions used in this Sublease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. When a party is required to do something by this Sublease, it shall do so at its sole cost and expense without right of reimbursement from the other party unless specific provision is made therefor. Whenever one party's consent or approval is required to be given as a condition to the other party's right to take any action pursuant to this Sublease, unless another standard is expressly set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed. If either Sublessor or Sublessee shall bring any action or legal proceeding to enforce, protect or establish any term or covenant of this Sublease, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and experts' fees as may be fixed by the court. This Sublease may be executed in counterparts, all of which taken together as a whole, shall constitute one original document. Facsimile signatures and PDF format signatures sent by electronic mail shall be treated and have the same effect as original signatures.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties have executed this Sublease as of the Reference Date first written above.

SUBLESSOR:

Alibaba Group (U.S.) Inc.,
a Delaware Corporation

By: */s/ Annie Xu Jie*
Printed Name: Annie Xu Jie
Title: Senior Director, Human Resources

SUBLESEE:

Ooma, Inc.,
a Delaware Corporation

By: */s/ Eric Stang*
Printed Name: Eric Stang
Title: President and Chief Executive Officer
and Chairman of the Board of Directors

<p>Address for Notice to Sublessor:</p> <p>400 S. El Camino Real, Suite 400 San Mateo, CA 94402 Attention: Mona Yu</p> <p>With a copy to:</p> <p>Reed Smith LLP 101 Second Street, Suite 1800 San Francisco, CA 94105 Attention: Charles Seaman</p>	<p>Address for Notice to Sublessee:</p> <p>525 Almanor Drive, Suite 200 Sunnyvale, CA 94085</p> <p>With a copy to:</p> <p>Orrick Herrington & Sutcliffe LLP 405 Howard Street San Francisco, CA 94105 Attention: Jack Machalow</p>
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EXHIBIT A
MASTER LEASE
[*]**

EXHIBIT B

APPROVED FORM OF MASTER LESSOR CONSENT

CONSENT TO SUBLEASE AGREEMENT AND LICENSE AGREEMENT

THIS CONSENT TO SUBLEASE AGREEMENT AND LICENSE AGREEMENT (this "**Agreement**") is made as of October 24, 2019, by and among 525 ALMANOR LLC, a Delaware limited liability company ("**Landlord**"), and ALIBABA GROUP (U.S.) INC., a Delaware corporation ("**Tenant**"), and OOMA, INC., a Delaware corporation ("**Subtenant**").

[***]

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Eric B. Stang, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ooma, Inc. for the quarter ended October 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 6, 2019

By: _____
Eric B. Stang
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Ravi Narula, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ooma, Inc. for the quarter ended October 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 6, 2019

By: _____
/s/ Ravi Narula
Ravi Narula
Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

