As filed with the Securities and Exchange Commission on May 22, 2017.

Registration No. 333-217981

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

AMENDMENT NO. 1 TO
FORM S-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

BlackLine, Inc.
(Exact name of Registrant as specified in its charter)

Delaware	7372	46-3354276
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

21300 Victory Boulevard, 12th Floor
Woodland Hills, CA 91367
(818) 223-9008
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Therese Tucker, Chief Executive Officer
Mark Partin, Chief Financial Officer
BlackLine, Inc.
21300 Victory Boulevard, 12th Floor
Woodland Hills, CA 91367
(818) 223-9008
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Jeffrey D. Saper, Esq. Katharine A. Martin, Esq. Allison B. Spinner, Esq. Wilson Sonsini Goodrich & Rosati, P.C. 650 Page Mill Road Palo Alto, CA 94304 (650) 493-9300	Karole Morgan-Prager, Esq. Chief Legal and Administrative Officer BlackLine, Inc. 21300 Victory Boulevard, 12th Floor Woodland Hills, CA 91367 (818) 223-9008	Steven B. Stokdyk, Esq. Latham & Watkins LLP 355 South Grand Avenue Los Angeles, CA 90071 (213) 485-1234

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a 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	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☒

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(3)
Common Stock, par value $0.01 per share	4,000,000	$31.43	$125,720,000.00	$14,570.95

(1) Includes 521,739 shares of common stock that the underwriters have the option to purchase.
(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) under the Securities Act of 1933, as amended, based on the average of the high and low sales prices of the Registrant's common stock as reported by the NASDAQ Global Select Market on May 18, 2017.
(3) $11,590.00 of the registration fee was previously paid in connection with the initial filing of the Registration Statement.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

[Table of Contents](#)

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion. Dated May 22, 2017.

3,478,261 Shares

BlackLine, Inc.

Common Stock
$ per share

The selling stockholders named in this prospectus are selling up to shares of common stock. We will not receive any proceeds from the sale of any shares of common stock by the selling stockholders.

Our common stock is listed on the NASDAQ Global Select Market under the symbol “BL”. The last reported sale price of our common stock on the NASDAQ Global Select Market on May 19, 2017 was $32.33 per share.

Following this offering, our Principal Stockholders (as defined herein) will control more than a majority of the voting power of our common stock and we will continue to be a “controlled company” within the meaning of the corporate governance rules of the NASDAQ Stock Market. We have elected not to take advantage of the “controlled company” exemption.

We are an “emerging growth company” as that term is used in the Jumpstart Our Business Startups Act of 2012 and, as such, have elected to comply with certain reduced public company reporting requirements.

See “Risk Factors” on page 14 to read about factors you should consider before buying shares of the common stock.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds to selling stockholders	$	$

(1) See the section titled “Underwriting” for a description of the compensation payable to the underwriters.

To the extent that the underwriters sell more than 3,478,261 shares of common stock, the underwriters have the option to purchase up to an additional 521,739 shares from the selling stockholders identified in this prospectus, at the public offering price less the underwriting discounts and commissions.

The underwriters expect to deliver the shares against payment in New York, New York on , 2017.

Goldman Sachs & Co. LLC **J.P. Morgan**

Pacific Crest Securities
a division of KeyBanc Capital Markets

Raymond James **William Blair** **JMP Securities**

Prospectus dated , 2017

TABLE OF CONTENTS

Prospectus

	Page
Prospectus Summary	1
Summary Consolidated Financial Data	10
Risk Factors	14
Special Note Regarding Forward-Looking Statements	43
Industry and Market Data	44
Use of Proceeds	45
Market Price of Common Stock	45
Dividend Policy	46
Selected Consolidated Financial Data	47
Management's Discussion and Analysis of Financial Condition and Results of Operations	54
Business	82
Management	98
Executive Compensation	111
Certain Relationships and Related Party Transactions	123
Principal and Selling Stockholders	127
Description of Capital Stock	129
Shares Eligible for Future Sale	136
Material United States Federal Income Tax Consequences to Non-U.S. Holders of our Common Stock	138
Underwriting	142
Legal Matters	147
Experts	147
Where You Can Find More Information	148
Index to Consolidated Financial Statements	F-1

None of us, the selling stockholders or underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. None of us, the selling stockholders or underwriters take responsibility for, and can provide no assurance as to the reliability of, any information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

For investors outside the United States: None of us, the selling stockholders or underwriters have done anything that would permit our public offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our common stock and the distribution of this prospectus outside of the United States.

PROSPECTUS SUMMARY

This summary highlights selected information appearing elsewhere in this prospectus. You should read the following summary together with the more detailed information appearing in this prospectus, including our consolidated financial statements and related notes, and the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus, before deciding whether to purchase shares of our common stock. Unless the context otherwise requires, the terms "BlackLine, Inc.," "the company," "we," "us" and "our" in this prospectus refer to the consolidated operations of BlackLine, Inc. and its consolidated subsidiaries as a whole, references to "Silver Lake Sumeru" refers to either or both of Silver Lake Sumeru Fund, L.P. and Silver Lake Technology Investors Sumeru, L.P., and references to "Iconiq" refer to any or all of Iconiq Strategic Partners, L.P., ICONIQ Strategic Partners-B, L.P. and Iconiq Strategic Partners Co-Invest, L.P., BL Series. We refer to Silver Lake Sumeru, Iconiq, Therese Tucker and Mario Spanicciati collectively as our Principal Stockholders.

BlackLine, Inc.

Overview

We have created a comprehensive cloud-based software platform designed to transform and modernize accounting and finance operations for organizations of all types and sizes. Our secure, scalable platform supports critical accounting processes such as the financial close, account reconciliation, intercompany accounting, and controls assurance. By introducing software to automate these processes and to enable them to function continuously, we empower our customers to improve the integrity of their financial reporting, achieve efficiencies and enhance real-time visibility into their operations.

Critical accounting and finance processes underlie the integrity of an organization's financial reports. The lack of effective accounting and finance tools can result in inefficient and cumbersome processes and, in some cases, accounting errors, restatements and write-offs, as well as material weaknesses and significant deficiencies. Traditional enterprise resource planning, or ERP, systems do not generally provide effective solutions for processes handled outside of an organization's general ledger, such as balance sheet account reconciliation, intercompany transaction accounting and the broader financial close process. Many organizations also use multiple ERPs and other financial systems without a platform to efficiently integrate them. As a result, to manage these tasks, organizations rely on spreadsheets and other error-prone and labor-intensive processes that are unsuited for the increasing regulatory complexity and transaction volumes encountered by many modern businesses. We believe that we are creating a new category of powerful cloud-based software that is capable of automating and streamlining accounting and finance operations, in a manner that complements and supports traditional ERP systems. We believe our customers benefit from cost savings through improvements in process management and staff productivity, in addition to managing a faster financial close.

Our mission is to transform how accounting and finance departments operate. Our approach modernizes what historically has been done through batch processing and manual controls typically applied only during the month, quarter or year-end financial close, and delivers dynamic workflows embedded within a real-time, highly automated framework, a process we refer to as "continuous accounting." It also enables up-to-date analytics, provides industry-benchmarked metrics and is designed to help customers run more efficiently while achieving greater accuracy, control and transparency. We believe the need for our software has been driven by growing business and

information technology complexities, transaction volumes and expanding regulatory requirements. Our software integrates with, and obtains data from, more than 30 different ERP systems, including NetSuite, Oracle, SAP, and Workday, as well as many other financial systems and applications such as bank accounts, sub-ledgers and in-house databases.

We believe that we have a leading position in the enhanced financial controls and automation market because we were one of the first companies to bring software with this functionality to market and we have a limited number of competitors. The 2016 Gartner Report* identified us as a Leader in the Magic Quadrant for Financial Corporate Performance Management Solutions for our completeness of vision and ability to execute. According to a study we commissioned with Frost & Sullivan, in 2015 there were more than 46,000 corporate organizations in North America and more than 165,000 worldwide that are in our addressable market with revenues greater than $50 million. According to Frost & Sullivan, these companies employ over 13 million accounting and finance personnel, with over 5.5 million in North America alone, all of whom could be potential users of our software platform. Based on its assessment of the number of corporate organizations, accounting and finance personnel globally and certain assumptions regarding pricing of our products, Frost & Sullivan estimates that our total addressable market in 2015 was $7.2 billion in North America and $9.4 billion in Europe, Asia Pacific and Latin America, and is expected to grow to a global total addressable market of $19.7 billion by 2018.

We sell our software solutions primarily through our direct sales force, which leverages our relationships with technology vendors, professional services firms and business process outsourcers, to expand our sales process and market reach. Our distribution strategy is based on a “land-and-expand” model and is designed to capitalize on the ease of use and implementation. Our customers include large public and private organizations and small and medium-size businesses across a variety of industries, including healthcare, technology, telecommunications, financial services, consumer retail, and industrial equipment and services. As of March 31, 2017, we had more than 1,800 customers with over 170,000 users in over 130 countries exclusive of the Runbook Acquisition as described below. Additionally, we continue to build strategic relationships with technology vendors, professional services firms, business process outsourcers, and resellers.

We are a holding company and conduct our operations through our wholly-owned subsidiary, BlackLine Systems, Inc. BlackLine Systems, Inc. funded its business with investments from Therese Tucker, our founder and Chief Executive Officer, and cash flows from operations until September 3, 2013, when we acquired BlackLine Systems, Inc. and Silver Lake Sumeru and Iconiq acquired a controlling interest in us, which we refer to as the “2013 Acquisition.” We refer to Silver Lake Sumeru and Iconiq collectively as our “Investors.” The 2013 Acquisition was accounted for as a business combination under accounting principles generally accepted in the United States of America, or GAAP, and resulted in a change in accounting basis as of the date of the 2013 Acquisition.

On August 31, 2016, we acquired Runbook Company B.V., a Netherlands-based provider of licensed financial close automation software and integration for SAP customers, or Runbook, which we refer to as the “Runbook Acquisition.” The primary purpose of the Runbook Acquisition was to enhance our position as a leading provider of software solutions to automate the financial close process for SAP customers and secondarily to support our European expansion strategy.

We have experienced significant revenue growth and adoption of our platform in recent periods. For the years ended December 31, 2016 and 2015, we had revenues of $123.1 million and $83.6 million, respectively, and we incurred net losses of $39.2 million and $24.7 million, respectively.

---

* See “Industry and Market Data.”

For the three months ended March 31, 2017 and 2016, we had revenues of $38.6 million and $26.6 million, respectively, and we incurred net losses of $9.0 million and $9.3 million, respectively. See "Summary Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other information included in this prospectus for a discussion of our financial performance.

Industry Background

Accounting is a Universal and Mission-Critical Function

Organizations need reliable financial information to plan and execute business initiatives, measure operational progress and satisfy regulatory and financial obligations. For each period-end, enterprise accounting functions typically record, process, reconcile, consolidate and report financial transactions that are consolidated into useable financial information. Traditionally, many accounting processes, such as balance sheet account reconciliation, intercompany transaction accounting and the broader financial close calendar, have been managed and tracked with spreadsheets that were manually reconciled on a periodic basis, which can often be labor-intensive, inefficient and subject to error.

Modern Business is Increasingly Complex

Organizations of all sizes are operating in an increasingly fast-moving global business environment. Accountants must process and verify transactions that occur both within and across international borders, involve multiple currencies and require compliance with varying legal, regulatory and tax frameworks. It is common for enterprises to have thousands of different accounts—potentially comprising billions of records—and to use numerous different financial and operational systems to store data.

The Risk of Regulatory Non-Compliance is Significant

Public accounting follows a variety of rules and rigorous standards that are highly specific, apply differently across industries and geographies and, in some cases, provide conflicting guidance. The resulting tangle of stringent and changing regulations typically requires that organizations maintain more than one set of records, invest heavily in implementing and monitoring internal controls and undergo expensive and time-consuming audits. Incorrect financial information can have severe repercussions, ranging from damage to an enterprise's reputation to expensive remediation and investor lawsuits.

Companies Lack Real-Time, Actionable Data from Their Accounting Departments

As complexity, transaction volume and regulatory scrutiny increase, management teams often find themselves without clear and immediate insight into their accounting and finance processes and results. By the time data is manually compiled, it is often days or weeks out-of-date, limiting the ability to effectively track and analyze fluctuations and trends, detailed metrics on individual and team performance and transaction risk profiles. Such lack of visibility limits the ability of accounting managers to influence ongoing accounting operations, which can lead to costly errors such as unreconciled balances or unapproved fund transfers.

Accounting Professionals Face Compressed Deadlines and a Heightened Expectation of Accuracy

Many organizations, and public companies in particular, have adopted a practice of reporting financial information by a fixed date following their quarter close. Given limited resources, an accelerated timetable can put immense pressure on a company's accounting function. Accounting professionals are expected not only to address business and regulatory challenges but also to achieve completeness and accuracy of operating results to ensure financial integrity.

Traditional Accounting Processes and Tools are Inefficient

The processes and software solutions traditionally employed by accountants, such as general ledgers and ERP systems, do not provide effective solutions for critical, non-general ledger accounting and finance processes such as balance sheet account reconciliation, intercompany transaction accounting and the overall management of the financial close process. Most core accounting and financing systems are designed as batch transaction repositories without the ability to consume and process continuous streams of data. In addition, most organizations use multiple ERPs and many other financial systems across their information technology environments. Traditionally available accounting tools are inflexible, expensive to configure and maintain and do not scale easily. As a result, we are addressing a clear need for new, scalable accounting and finance tools that can consume and process continuous streams of data, store this data and allow accountants to have a more streamlined, continuous approach to accounting.

Our Solution

We provide a powerful, cloud-based software platform that is designed to automate and streamline accounting and finance operations. The key elements of our solution include:

Comprehensive Platform. We offer an integrated suite of applications that deliver a broad range of capabilities that would otherwise require the purchase and use of multiple products to support critical accounting processes such as the financial close, account reconciliations, intercompany accounting and controls assurance. Our platform consists of eight core cloud-based products, including Transaction Matching, Account Reconciliations, Consolidation Integrity Manager, Daily Reconciliations, Journal Entry, Variance Analysis, Task Management and Insights. Customers typically purchase these products in packages that we refer to as solutions, but they have the option to purchase these products individually. Current solutions include Finance Transformation, Accounting Process Automation, Close Process Management, Balance Sheet Integrity, Intercompany Hub and Smart Close.

Enterprise Integration. Our platform integrates with a wide variety of general ledger systems, financial systems and in-house databases, customer applications and data, and over 30 ERP systems including NetSuite, Oracle, SAP and Workday. In addition, for companies with multiple systems and complex needs, we can connect with any number of general ledger systems simultaneously, resolving many of the issues associated with consolidating data across systems.

Independence. Our platform is not dependent on any single operating system and works with most major ERP systems our customers may use. Our cross-system functionality allows us to reach a broader group of customers.

Ease of Use. Our platform is designed by accountants for accountants to be intuitive and easy to use. Our user-friendly interface provides clear visualization of accounting and finance data, enables user collaboration and streamlines business processes.

Innovation. Our ability to develop innovative products has been a key driver of our success and organic growth. Through a history and culture of thought leadership, we have created a new category of powerful software that automates and streamlines antiquated, manual accounting processes to better meet our clients' diverse and rapidly changing needs, and we continue to focus on providing advanced solutions to time and labor intensive accounting practices. We recently launched our Intercompany Hub and Smart Close solutions and Insights product.

Security. We have embedded robust security features in our platform designed to meet or exceed both industry standards and the stringent security requirements of our customers.

Key Benefits to our Customers

Our platform provides the following benefits to our customers:

Flexibility and Scalability. Our unified cloud platform is designed for modern business environments and has broad applicability across large and small organizations in any industry. The platform supports complex corporate structures, provides integration across all core financial systems, manages multiple currencies and languages and scales to support high transaction volumes.

Embedded Controls and Workflow. Our platform embeds key controls within standardized, repeatable and well-documented workflows to help ensure compliance with complex regulatory environments and to increase confidence in financial reports.

Real-time Visibility. With configurable dashboards, user-defined reporting and the ability to locate individual reconciliations, journals and tasks, we provide users with real-time visibility into the status, progress and quality of accounting processes.

Automation and Efficiency. Our platform can ingest data from a variety of sources and apply powerful, rules-driven automation to reconciliations, journals and transactions. This streamlines accounting processes, minimizes manual data entry and improves individual productivity to help ensure that accounting processes are completed on time. As a result, this automation allows users to focus on value-added activities instead of process management.

Continuous Processing. Our platform helps organizations embed quality control, compliance and financial integrity into their day-to-day accounting processes. Activities such as account reconciliation and variance analysis can be performed in real-time, thus reducing the risk of error and creating a more agile accounting environment.

Growth Strategy

Our principal growth strategies include the following:

Continue to Innovate and Expand our Platform. Our ability to develop new, market-leading applications and functionalities is integral to our success, and we intend to continue extending the functionality and range of our applications to bring new solutions to accounting and finance.

Enhance Our Leadership Position in the Enterprise Market and Mid-Market Customer Base. We believe we have a leading position in the enhanced financial controls and automation market with both enterprise market and mid-market customers, and we were recognized as a Leader in the Gartner Report* in the Magic Quadrant for Financial Corporate Performance Management

---

* See "Industry and Market Data."

Solutions for our completeness of vision and ability to execute. We intend to leverage our brand, history of innovation and customer focus to maintain and grow our leadership position with enterprise market customers, which we define as companies with greater than $500 million in annual revenue. In addition, we believe that mid-market businesses, which we define as companies with between $50 and $500 million in annual revenue, are particularly underserved and that our platform can help these businesses modernize their accounting and finance processes efficiently and effectively. We have made recent investments to grow our mid-market sales team, and we plan to leverage our network of resellers to grow our mid-market business globally.

Increase Customer Spend through Expanded Usage and Adoption of Additional Products. We pursue a land-and-expand sales model and believe there is significant opportunity to increase sales of our solutions within our existing customer base. Our pricing model is designed to allow us to capture additional revenue as our customers' usage of our platform grows, providing us with an opportunity to increase the lifetime value of our customer relationships.

Expand Our International Operations and Customer Footprint. We believe that we have a significant opportunity to expand the use of our cloud-based products outside the United States. We have an established presence in Australia, Canada, England, France, Germany, Malaysia, Netherlands, Poland, Singapore, South Africa, and the United Kingdom, and we intend to invest in further expanding our footprint in these and other regions.

Extend Our Customer Relationships and Distribution Channels. We have established strong relationships with technology vendors such as SAP and NetSuite, professional services firms such as Deloitte & Touche and KPMG, and business process outsourcers such as Cognizant, Genpact and IBM. In particular, we offer our customers an integrated SAP-endorsed business solution through our relationship with SAP. We intend to continue to strengthen and expand our existing relationships, seek new relationships and further expand our distribution channels to help us expand into new markets and increase our presence in existing markets.

Risks Affecting Us

Our business is subject to numerous risks and uncertainties, including those highlighted in the section titled "Risk Factors" immediately following this prospectus summary. These risks include, but are not limited to, the following:

- if we are unable to attract new customers and expand sales to existing customers our business growth could be slower than we expect and our business may be harmed;
- our business and growth depend substantially on customers renewing their subscription agreements with us and any decline in our customer renewals could adversely affect our future operating results;
- we have a history of losses in recent periods and we may not be able to generate sufficient revenue to achieve or sustain profitability;
- we have experienced rapid growth and organizational change in recent periods and if we fail to manage our growth effectively, we may be unable to execute our business plan;
- if we are not able to provide successful enhancements, new features and modifications to our software solutions, our business could be adversely affected;
- we derive substantially all of our revenues from a limited number of software solutions, and our future growth is dependent on their success;

- if our relationships with technology vendors and business process outsourcers is not successful, our business and growth will be harmed;
- if our security controls are breached or unauthorized or inadvertent access to customer data is otherwise obtained, our software solutions may be perceived as insecure, we may lose existing customers or fail to attract new customers, and we may incur significant liabilities;
- interruptions or performance problems associated with our software solutions, platform and technology may adversely affect our business and operating results; and
- if our software contains serious errors or defects, we may lose revenue and market acceptance and may incur costs to defend or settle product liability claims.

Investment by Silver Lake Sumeru and Iconiq

We operated as BlackLine Systems, Inc., which we refer to as the "Predecessor," from 2001 until September 2013. On September 3, 2013, BlackLine, Inc., which we refer to as the "Successor," acquired BlackLine Systems, Inc. in connection with the 2013 Acquisition. The Successor was created for the sole purpose of acquiring the Predecessor and had no prior operations. We refer to Silver Lake Sumeru and Iconiq collectively as our "Investors" and, in connection with the 2013 Acquisition, our Investors obtained a controlling interest in us.

After giving effect to this offering, our Investors will beneficially own approximately 50.6% of our issued and outstanding common stock or 49.6% of our issued and outstanding common stock (assuming full exercise of the underwriters' option to purchase additional shares). After giving effect to this offering, Therese Tucker, our Chief Executive Officer, and Mario Spanicciati, our Chief Marketing Officer, will beneficially own approximately 12.5% and 8.6% of our issued and outstanding common stock, respectively.

Presentation of Our Financial Statements

The 2013 Acquisition was accounted for as a business combination under GAAP, which resulted in a change in accounting basis as of the date of the 2013 Acquisition. As a result, our consolidated financial statements for periods after September 3, 2013 are presented on a different basis than that for the periods before September 3, 2013, due to the application of purchase accounting as of September 3, 2013, and therefore are not comparable. We refer to the period from January 1, 2013 to September 2, 2013 as the 2013 Predecessor Period and the period from September 3, 2013 to December 31, 2013 as the 2013 Successor Period. Please refer to "Summary Consolidated Financial Data" on page 8 of this prospectus for further information.

Corporate Information

We were incorporated in Delaware in August 2013. On September 3, 2013, we acquired BlackLine Systems, Inc., an S-Corporation incorporated in May 2001, and Silver Lake Sumeru and Iconiq acquired a controlling interest in the 2013 Acquisition. We completed our initial public offering in November 2016, and our common stock is listed on the NASDAQ Global Select Market under the symbol "BL." Our principal executive offices are located at 21300 Victory Boulevard, 12th Floor, Woodland Hills, California 91367, our telephone number is (818) 223-9008 and our main corporate website is www.blackline.com. Information contained on, or that can be accessed through, our website

does not constitute a part of this prospectus or the registration statement of which this prospectus forms a part, and is not incorporated by reference herein. We have included our website address in this prospectus solely for informational purposes and you should not consider any information contained on, or that can be accessed through, our website as part of this prospectus or in deciding whether to purchase shares of our common stock.

The names “BlackLine,” “BlackLine Systems,” “Intercompany Hub,” and our logo are our trademarks. This prospectus also contains trademarks and trade names of other businesses that are the property of their respective holders. We have omitted the ® and ™ designations, as applicable, for the trademarks we name in this prospectus.

We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act of 2012, and, as such, we have elected to comply with certain reduced public company reporting requirements. We will remain an “emerging growth company” until the earliest of (i) the last day of the fiscal year following the fifth anniversary of the completion of our initial public offering, (ii) the last day of the first fiscal year in which our annual gross revenue is $1.07 billion or more, (iii) the date on which we have, during the previous rolling three-year period, issued more than $1 billion in non-convertible debt securities or (iv) the date on which we are deemed to be a “large accelerated filer” as defined in the Exchange Act. We refer to the Jumpstart Our Business Startups Act of 2012 herein as the “JOBS Act,” and references herein to “emerging growth company” are intended to have the meaning associated with it in the JOBS Act.

THE OFFERING

Common stock to be offered by the selling stockholders	3,478,261 Shares (or 4,000,000 Shares if the underwriters exercise their option to purchase additional shares in full)
Common stock to be outstanding immediately after this offering	51,285,114 Shares
Option to purchase additional shares of common stock from the selling stockholders	521,739 Shares
Use of proceeds	We will not receive any proceeds from the sale of shares of common stock by the selling stockholders.
Risk factors	See “Risk Factors” and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in shares of our common stock.
Controlled company	Following this offering, our Principal Stockholders will control approximately 71.7% of the combined voting power of our common stock. As a result, we will continue to be a “controlled company” within the meaning of the corporate governance rules of the NASDAQ Stock Market. We have elected not to take advantage of the “controlled company” exemption.
NASDAQ Global Select Market symbol	“BL”

The number of shares of our common stock that will be outstanding after this offering is based on 51,285,114 shares of our common stock outstanding as of March 31, 2017, and excludes:

- 5,870,274 shares of our common stock issuable upon the exercise of options with service-only vesting conditions to purchase shares of our common stock outstanding as of March 31, 2017, with a weighted-average exercise price of $10.64 per share;
- 682,800 shares of our common stock issuable upon the exercise of options with performance conditions to purchase shares of our common stock outstanding as of March 31, 2017, with a weighted-average exercise price of $14.00 per share;
- 499,999 shares of our common stock issuable upon the exercise of warrants to purchase shares of our common stock outstanding as of March 31, 2017, with an exercise price of $5.00 per share; and
- 6,280,287 shares of our common stock reserved for future issuance under our 2016 Equity Incentive Plan, or our 2016 Plan. Stock options to purchase an aggregate of 185,508 shares of our common stock, with a weighted average exercise price of $31.22 per share were granted after March 31, 2017 under our 2016 Plan. Our 2016 Plan also provides for automatic annual increases in the number of shares reserved under our 2016 Plan, as more fully described in “Executive Compensation—Employee Benefit and Stock Plans.”

Except as otherwise indicated, all information in this prospectus assumes:

- no exercise of outstanding options or warrants subsequent to March 31, 2017; and
- no exercise by the underwriters of their option to purchase additional shares.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following tables summarize our consolidated financial data. You should read this summary consolidated financial data together with our "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

On September 3, 2013, we acquired BlackLine Systems, Inc., which we refer to as the "2013 Acquisition". Prior to the 2013 Acquisition, we had no significant operations. As a result, the consolidated financial statements for the periods from January 1, 2013 to September 2, 2013 are presented as BlackLine Systems, Inc., which we refer to as the "Predecessor", and all subsequent periods are presented as BlackLine, Inc., which we refer to as the "Successor". The Successor financial statements reflect a new basis of accounting as a result of the 2013 Acquisition and therefore are not comparable to the Predecessor financial statements. We refer to the period from January 1, 2013 to September 2, 2013 as the 2013 Predecessor Period and the period from September 3, 2013 to December 31, 2013 as the 2013 Successor Period.

The consolidated statement of operations data for the years ended December 31, 2016, 2015 and 2014 and the consolidated balance sheet data at December 31, 2016 and 2015 are derived from, and qualified by reference to, our audited financial statements included elsewhere in this prospectus. The consolidated statements of operations data for the three months ended March 31, 2017 and 2016 and the consolidated balance sheet data as of March 31, 2017 are derived from the unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. The consolidated balance sheet data as of December 31, 2014 is derived from our audited financial statements not included in this prospectus. The consolidated statements of operations data for the 2013 Successor period and the consolidated balance sheet data as of December 31, 2013 are derived from the consolidated financial statements of the Successor not included in this prospectus. The consolidated statements of operations data for the 2013 Predecessor periods are derived from the audited financial statements of the Predecessor not included in this prospectus. Our unaudited interim condensed consolidated financial statements have been prepared on the same basis as our audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which consist only of normal recurring adjustments, necessary for the fair statement of those unaudited condensed consolidated financial statements. Our historical results are not necessarily indicative of the results that may be expected in the future.

Table of Contents

Consolidated Statements of Operations Data:

	Three Months Ended March 31,		Year Ended December 31,			2013 Successor Period	2013 Predecessor Period
	2017	2016	2016(1)	2015	2014		
	(in thousands, except per share data)						
Revenues							
Subscription and support	$37,051	$ 25,328	$117,524	$ 80,080	$ 49,029	$ 7,723	$ 21,977
Professional services	1,583	1,233	5,599	3,527	2,648	860	1,407
Total revenues	38,634	26,561	123,123	83,607	51,677	8,583	23,384
Cost of revenues							
Subscription and support	7,777	5,961	25,900	19,773	14,380	4,346	4,442
Professional services	1,455	979	4,311	2,956	2,218	499	1,145
Total cost of revenues(2)(3)	9,232	6,940	30,211	22,729	16,598	4,845	5,587
Gross profit	29,402	19,621	92,912	60,878	35,079	3,738	17,797
Operating expenses							
Sales and marketing(2)(3)	23,496	18,169	77,810	56,546	31,837	6,895	10,453
Research and development(2)	5,948	5,272	21,125	18,216	9,705	2,225	4,738
General and administrative(2)(3)(4)(5)	8,253	5,979	27,911	20,928	11,716	4,461	12,564
Total operating expenses	37,697	29,420	126,846	95,690	53,258	13,581	27,755
Loss from operations	(8,295)	(9,799)	(33,934)	(34,812)	(18,179)	(9,843)	(9,958)
Other expense							
Interest income (expense), net	220	(861)	(5,932)	(3,215)	(3,047)	(781)	(22)
Change in fair value of the common stock warrant liability	(1,000)	—	(5,880)	(420)	(3,700)	—	—
Other expense, net	(780)	(861)	(11,812)	(3,635)	(6,747)	(781)	(22)
Loss before income taxes	(9,075)	(10,660)	(45,746)	(38,447)	(24,926)	(10,624)	(9,980)
Benefit from income taxes	(65)	(1,325)	(6,587)	(13,713)	(8,174)	(3,954)	21
Net loss	$ (9,010)	$ (9,335)	$ (39,159)	$(24,734)	$(16,752)	$ (6,670)	$ (10,001)
Net loss per share, basic and diluted	$ (0.18)	$ (0.23)	$ (0.92)	$ (0.61)	$ (0.42)	$ (0.17)	$ (0.12)
Weighted average common shares outstanding, basic and diluted	51,282	40,689	42,497	40,579	40,089	40,019	82,250

(1) On August 31, 2016, we completed the Runbook Acquisition. The Runbook Acquisition has been accounted for as a business combination. The results of Runbook have been included in our consolidated results of operations for the period subsequent to the acquisition date. See Note 4 of notes to our consolidated financial statements included in elsewhere in this prospectus.

(2) The following table presents stock-based compensation included in each respective expense category:

	Three Months Ended March 31,		Year Ended December 31,			2013 Successor Period	2013 Predecessor Period
	2017	2016	2016	2015	2014		
	(in thousands)						
Cost of revenues	$ 250	$ 141	$ 715	$ 466	$ 249	$ —	$ 86
Sales and marketing	660	672	2,490	2,418	1,059	—	124
Research and development	83	161	809	588	229	—	330
General and administrative	856	651	2,512	2,025	480	—	360
	$ 1,849	$ 1,625	$ 6,526	$ 5,497	$ 2,017	$ —	$ 900

(3) The following table presents the amortization of intangible assets included in each respective expense category:

	Three Months Ended March 31,		Year Ended December 31,			2013 Successor Period	2013 Predecessor Period
	2017	2016	2016	2015	2014		
	(in thousands)						
Cost of revenues	$1,704	$1,534	$ 6,368	$ 6,139	$ 6,139	$ 2,048	$ —
Sales and marketing	965	872	3,605	3,487	3,487	1,162	—
General and administrative	661	617	2,532	2,466	2,466	821	—
	$3,330	$3,023	$12,505	$12,092	$12,092	$ 4,031	$ —

(4) General and administrative expenses include increases in fair value of contingent consideration of $0.1 million, $0.1 million, $0.4 million, and $41,000 for the three months ended March 31, 2017 and 2016 and the years ended December 31, 2016 and 2015, respectively, and a decrease in fair value of contingent consideration of $0.8 million for the year ended December 31, 2014.

(5) General and administrative expenses include acquisition-related costs totaling $1.6 million, $1.6 million and $5.6 million for the year ended December 31, 2016, the 2013 Successor Period and the 2013 Predecessor Period, respectively.

Consolidated Balance Sheet Data:

	As of March 31,		As of December 31,			
	2017	2016	2016	2015	2014	2013
	(in thousands)					
Cash and cash equivalents	$ 23,448	$ 13,464	$ 22,118	$ 15,205	$ 25,707	$ 14,855
Marketable securities	77,868	—	83,130	—	—	—
Total assets	416,235	285,171	420,437	286,750	285,550	275,025
Deferred revenue	88,347	56,550	80,360	52,750	34,574	17,328
Deferred revenue, noncurrent	2,400	—	2,373	—	—	—
Capital lease obligations, net of current portion	—	434	—	558	—	—
Long-term debt	—	33,668	—	28,267	25,673	23,132
Total stockholders' equity	284,346	158,615	291,410	166,168	183,947	193,852

Key Metrics

We regularly review a number of metrics, including the following key metrics, to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections and make strategic decisions. Each of the metrics below excludes the impact of the Runbook Acquisition.

	Three Months Ended March 31,		Year Ended December 31,			
	2017	2016	2016	2015	2014	2013
Dollar-based net revenue retention rate	117%	120%	116%	120%	118%	120%
Number of customers (as of end of period)	1,850	1,411	1,758	1,338	987	738
Number of users (as of end of period)	171,423	137,341	166,903	128,726	93,665	67,387

For additional information, refer to "Selected Consolidated Financial Data—Key Metrics".

Table of Contents

Non-GAAP Financial Measures

In addition to our results determined in accordance with GAAP, we believe the non-GAAP measures below are useful to us and our investors in evaluating our business. These non-GAAP financial measures are useful because they provide consistency and comparability with our past performance, facilitate period-to-period comparisons of operations and facilitate comparisons with other peer companies, many of which use similar non-GAAP financial measures to supplement their GAAP results.

	Three Months Ended March 31,		Year Ended December 31,			
	2017	2016	2016	2015	2014	2013
			(in thousands, except percentages)			
Non-GAAP Revenues	$38,634	$26,561	$123,839	$ 83,607	$56,629	$38,012
Non-GAAP Gross Profit	$31,356	$21,296	$100,711	$ 67,483	$46,419	$29,714
Non-GAAP Gross Margin	81.2%	80.2%	81.3%	80.7%	82.0%	78.2%
Non-GAAP Net Loss	$ (2,900)	$ (5,893)	$ (16,478)	$(20,114)	$ (2,550)	$ (1,604)

For additional information and our reconciliation of non-GAAP financial measures to GAAP, refer to “Selected Consolidated Financial Data—Non-GAAP Financial Measures”.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the following risks, together with all of the other information contained in this prospectus, including our financial statements and related notes, before making a decision to invest in our common stock. Any of the following risks could have a material adverse effect on our business, operating results, and financial condition and could cause the trading price of our common stock to decline, which would cause you to lose all or part of your investment.

Risks Related to Our Business and Industry

If we are unable to attract new customers and expand sales to existing customers, our business growth could be slower than we expect and our business may be harmed.

Our future growth depends in part upon increasing our customer base. Our ability to achieve significant growth in revenues in the future will depend, in large part, upon the effectiveness of our sales and marketing efforts, both domestically and internationally. We may have difficulty attracting a potential client that has already invested substantial personnel and financial resources to integrate on-premise software into its business, as such organizations may be reluctant or unwilling to invest in a new product. If we fail to attract new customers or maintain and expand those customer relationships, our revenues will grow more slowly than expected and our business will be harmed.

Our future growth also depends upon our ability to add users and sell additional products to our existing customers. It is important for the future growth of our business that our existing customers make additional significant purchases of our products and add additional users to our platform. Our business also depends on retaining existing customers. If we do not retain customers, our customers do not purchase additional products or we do not add additional users to our platform, our revenues may grow more slowly than expected, may not grow at all or may decline. Additionally, increasing incremental sales to our current customer base may require additional sales efforts that are targeted at senior management. There can be no assurance that our efforts would result in increased sales to existing customers or additional revenues.

Our business and growth depend substantially on customers renewing their subscription agreements with us and any decline in our customer renewals could adversely affect our future operating results.

Our initial subscription period for the majority of our customers is one to three years. In order for us to continue to increase our revenue, it is important that our existing customers renew their subscription agreements when the initial contract term expires. Although our agreements typically include automatic renewal language, our customers may cancel their agreements at the expiration of the initial term. In addition, our customers may renew for fewer users, renew for shorter contract lengths or renew for fewer products or solutions. Our customers’ renewal rates may decline or fluctuate as a result of a variety of factors, including their satisfaction or dissatisfaction with our software or professional services, our pricing or pricing structure, the pricing or capabilities of products or services offered by our competitors, the effects of economic conditions, or reductions in our customers’ spending levels. As the markets for our existing solutions mature, or as current and future competitors introduce new products or services that compete with ours, we may experience pricing pressure and be unable to renew our agreements with existing customers or attract new customers at prices that are profitable to us. If this were to occur, it is possible that we would have to change our pricing model, offer price incentives or reduce our prices. If our customers do not renew their agreements with us or renew on terms less favorable to us, our revenues may decline.

We have a history of losses in recent periods and we may not be able to generate sufficient revenue to achieve or sustain profitability.

We have incurred net losses in recent periods, including $39.2 million and $24.7 million for the years ended December 31, 2016 and 2015, respectively, and $9.0 million for the three months ended March 31, 2017. We had an accumulated deficit of $96.4 million at March 31, 2017. We may not be able to generate sufficient revenue to achieve and sustain profitability. We also expect our costs to increase in future periods as we continue to expend substantial financial and other resources on:

- development of our cloud-based platform, including investments in research and development, product innovation to expand the features and functionality of our software solutions and improvements to the scalability and security of our platform;
- sales and marketing, including expansion of our direct sales force and our relationships with technology vendors, professional services firms, business process outsourcers, and resellers;
- additional international expansion in an effort to increase our customer base and sales; and
- general administration, including legal, accounting and other expenses related to being a public company.

These investments may not result in increased revenue or growth of our business. If we fail to continue to grow our revenue, we may not achieve or sustain profitability.

We have experienced rapid growth and organizational change in recent periods and if we fail to manage our growth effectively, we may be unable to execute our business plan.

We increased our number of full-time employees from 183 as of December 31, 2013 to 640 as of March 31, 2017 as we have experienced growth in number of customers and expanded our operations. Our growth has placed, and may continue to place, a significant strain on our managerial, administrative, operational, financial, and other resources. We intend to further expand our headcount and operations both domestically and internationally, with no assurance that our business or revenue will continue to grow. Continuing to create a global organization and managing a geographically dispersed workforce will require substantial management effort, the allocation of valuable management resources and significant additional investment in our infrastructure. We will be required to continually improve our operational, financial and management controls and our reporting procedures, and we may not be able to do so effectively, which could negatively affect our results of operations and overall business. In addition, we may be unable to manage our expenses effectively in the future, which may negatively impact our gross margins or operating expenses in any particular quarter. Moreover, if we fail to manage our anticipated growth and change in a manner that preserves the key aspects of our corporate culture, the quality of our software solutions may suffer, which could negatively affect our brand and reputation and harm our ability to retain and attract customers.

Our quarterly results may fluctuate, and if we fail to meet the expectations of analysts or investors, our stock price and the value of your investment could decline substantially.

Our quarterly financial results may fluctuate as a result of a variety of factors, many of which are outside of our control. If our quarterly financial results fall below the expectations of investors or any securities analysts who may follow our stock, the price of our common stock could decline substantially. Some of the important factors that may cause our revenue, operating results and cash flows to fluctuate from quarter to quarter include:

- our ability to attract new customers and retain and increase sales to existing customers;
- the number of new employees added;
- the rate of expansion and productivity of our sales force;

- changes in our or our competitors' pricing policies;
- the amount and timing of operating costs and capital expenditures related to the operations and expansion of our business;
- new products, features or functionalities introduced by us and our competitors;
- significant security breaches, technical difficulties or interruptions to our platform;
- the timing of customer payments and payment defaults by customers;
- general economic conditions that may adversely affect either our customers' ability or willingness to purchase additional products or services, delay a prospective customer's purchasing decision or affect customer retention;
- changes in foreign currency exchange rates;
- the impact of new accounting pronouncements; and
- the timing and the amount of grants or vesting of equity awards to employees.

Many of these factors are outside of our control, and the occurrence of one or more of them might cause our revenue, operating results and cash flows to vary widely. As such, we believe that quarter-to-quarter comparisons of our revenue, operating results and cash flows may not be meaningful and should not be relied upon as an indication of future performance.

If we are not able to provide successful enhancements, new features or modifications to our software solutions, our business could be adversely affected.

If we are unable to provide enhancements and new features for our existing solutions or new solutions that achieve market acceptance or that keep pace with rapid technological developments, our business could be adversely affected. The success of enhancements, new products and solutions depends on several factors, including timely completion, introduction and market acceptance. We must continue to meet changing expectations and requirements of our customers and, because our platform is designed to operate on a variety of systems, we will need to continuously modify and enhance our solutions to keep pace with changes in internet-related hardware and other software, communication, browser and database technologies. Our platform is also designed to integrate with ERP systems such as NetSuite, Oracle, SAP, and Workday, and will require modifications and enhancements as these systems change over time. Any failure of our solutions to operate effectively with future platforms and technologies could reduce the demand for our solutions or result in customer dissatisfaction. Furthermore, uncertainties about the timing and nature of new solutions or technologies, or modifications to existing solutions or technologies, could increase our research and development expenses. If we are not successful in developing modifications and enhancements to our solutions or if we fail to bring them to market in a timely fashion, our solutions may become less marketable, less competitive or obsolete, our revenue growth may be significantly impaired, and our business could be adversely affected.

We derive substantially all of our revenues from a limited number of software solutions, and our future growth is dependent on their success.

We currently derive and expect to continue to derive substantially all of our revenues from our Close Process Management solution. As such, the continued growth in market demand for this solution is critical to our continued success. We have recently introduced two new software solutions, Intercompany Hub and Smart Close, and one new software product, Insights, but cannot be certain that they will generate significant revenues. Accordingly, our business and financial results will be substantially dependent on a limited number of solutions.

If our relationships with technology vendors and business process outsourcers are not successful, our business and growth will be harmed.

We depend on, and anticipate that we will continue to depend on, various strategic relationships in order to sustain and grow our business. We have established strong relationships with technology vendors such as SAP and NetSuite to market our solutions to users of their ERP solutions, and professional services firms such as Deloitte and KPMG, and business process outsourcers such as Cognizant, Genpact and IBM to supplement delivery and implementation of our applications. We believe these relationships enable us to effectively market our solutions by offering a complementary suite of services. In particular, we have a strategic relationship with SAP to market our solution to users of SAP's ERP solutions. Our solution is an SAP-endorsed business solution that integrates with SAP's ERP solutions. Under our agreement with SAP, which we entered into in 2013, we pay SAP a fee based on a percentage of revenues from our new customers that use an SAP ERP system. We continue to pay SAP a fee for these customers over the term of their subscription agreements. For the three months ended March 31, 2017, revenues from our customers that use an SAP ERP solution accounted for $6.8 million, or approximately 18%, of our total revenues. For the year ended December 31, 2016, revenues from our customers that use an SAP ERP solution accounted for $20.7 million, or approximately 17%, of our total revenues. If we are unsuccessful in maintaining our relationship with SAP, or if we are unsuccessful in supporting or expanding our relationships with other companies, our business would be adversely affected.

Identifying, negotiating and documenting relationships with other companies require significant time and resources. Our agreements with technology vendors are typically limited in duration, non-exclusive, cancellable upon notice, and do not prohibit the counterparties from working with our competitors or from offering competing services. For example, our agreement with SAP can be terminated by either party upon six months' notice, and there is no assurance that our relationship with SAP will continue. If we are no longer an SAP-endorsed business solution, our business could be adversely affected. Our competitors may be effective in providing incentives to third parties to favor their products or services or to prevent or reduce subscriptions to our platform. If we are unsuccessful in establishing or maintaining our relationships, our ability to compete in the marketplace or to grow our revenue could be impaired and our operating results would suffer. Even if we are successful, we cannot assure you that these relationships will result in improved operating results.

If our security controls are breached or unauthorized, or inadvertent access to customer, employee or other confidential data is otherwise obtained, our software solutions may be perceived as insecure, we may lose existing customers or fail to attract new customers, our business may be harmed, and we may incur significant liabilities.

Use of our platform involves the storage, transmission and processing of our customers' proprietary data, including highly confidential financial information regarding their business and personal or identifying information regarding their customers or employees. Our platform is at risk for breaches as a result of third-party action, employee, vendor or contractor error, malfeasance, or other factors. If any unauthorized or inadvertent access to, or a security breach of, our platform occurs, or is believed to occur, such an event could result in the loss of data, loss of business, severe reputational damage adversely affecting customer or investor confidence, regulatory investigations and orders, litigation, indemnity obligations, damages for contract breach, or penalties for violation of applicable laws or regulations. Security breaches could also result in significant costs for remediation that may include liability for stolen assets or information and repair of system damage that may have been caused, incentives offered to customers or other business partners in an effort to maintain business relationships after a breach, and other liabilities.

We incur significant expenses to prevent security breaches, including deploying additional personnel and protection technologies, training employees and engaging third-party experts and

contractors. If a high profile security breach occurs with respect to another software as a service, or SaaS, provider, our clients and potential clients may lose trust in the security of our platform or in the SaaS business model generally, which could adversely impact our ability to retain existing clients or attract new ones. Even in the absence of any security breach, customer concerns about security, privacy or data protection may deter them from using our platform for activities that involve personal or other sensitive information. Our errors and omissions insurance policies covering certain security and privacy damages and claim expenses may not be sufficient to compensate for all potential liability. Although we maintain cyber 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.

Because the techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not identified until they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. We may also experience security breaches that may remain undetected for an extended period. From time to time, we experience cyber security events, including directed “phishing” attacks against our employees, web attacks and other information technology incidents that are typical for a SaaS company of our size. These threats continue to evolve and are difficult to predict due to advances in computer capabilities, new discoveries in the field of cryptography and new and sophisticated methods used by criminals, including phishing, social engineering or other illicit acts. There can be no assurances that our defensive measures will prevent cyber attacks, and any incidents could damage our brand and reputation and negatively impact our business.

Because data security is a critical competitive factor in our industry, we make numerous statements in our privacy policy and customer agreements, through our certifications to privacy standards and in our marketing materials, providing assurances about the security of our platform including detailed descriptions of security measures we employ. Should any of these statements be untrue or become untrue, even through circumstances beyond our reasonable control, we may face claims of misrepresentation or deceptiveness by the U.S. Federal Trade Commission, state and foreign regulators and private litigants. Our errors and omissions insurance coverage covering security and privacy damages and claim expenses may not be sufficient to compensate for all liabilities.

Interruptions or performance problems associated with our software solutions, platform and technology may adversely affect our business and operating results.

Our continued growth depends in part on the ability of our existing and potential customers to access our platform at any time. Our platform is proprietary, and we rely on the expertise of members of our engineering, operations and software development teams for its continued performance. We have experienced, and may in the future experience, disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, capacity constraints due to an overwhelming number of users accessing our platform simultaneously, denial of service attacks, or other security related incidents. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. Because of the seasonal nature of financial close activities, increasing complexity of our platform and expanding user population, it may become difficult to accurately predict and timely address performance and capacity needs during peak load times. If our platform is unavailable or if our users are unable to access it within a reasonable amount of time or at all, our business would be harmed. In addition, our infrastructure does not currently include the real-time mirroring of data. Therefore, in the event of any of the factors described above, or other failures of our infrastructure, customer data may be permanently lost. Our customer agreements typically include performance guarantees and service level standards that obligate us to provide credits in the event of a significant disruption in our platform. To the extent that we do not effectively address capacity

constraints, upgrade our systems and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and operating results may be adversely affected.

If our software contains serious errors or defects, we may lose revenue and market acceptance and may incur costs to defend or settle product liability claims.

Complex software such as ours often contains errors or defects, particularly when first introduced or when new versions or enhancements are released. Despite internal and third-party testing and testing by our customers, our current and future software may contain serious defects, which could result in lost revenue or a delay in market acceptance.

Since our customers use our platform for critical business functions, such as assisting in the financial close or account reconciliation process, errors, defects or other performance problems could result in damage to our customers. They could seek significant compensation from us for the losses they suffer. Although our customer agreements typically contain provisions designed to limit our exposure to product liability claims, existing or future laws or unfavorable judicial decisions could negate these limitations. Even if not successful, a product liability claim brought against us would likely be time-consuming and costly and could seriously damage our reputation in the marketplace, making it harder for us to sell our products.

We depend on our executive officers and other key employees, and the loss of one or more of these employees or an inability to attract and retain highly-skilled employees could adversely affect our business.

Our success depends largely upon the continued services of our executive officers and other key employees. We rely on our leadership team in the areas of research and development, operations, security, marketing, sales, and general and administrative functions. In particular, our founder and Chief Executive Officer provides our strategic direction and has built and maintained what we believe is an attractive workplace culture. Any failure to preserve our culture could negatively affect our ability to recruit and retain personnel. From time to time, there may be changes in our executive management team resulting from the hiring or departure of executives, which could disrupt our business. Key members of our current management and finance teams have only been working together for a relatively short period of time. If we are not successful in integrating these key employees into our organization, such failure could disrupt our business operations. We do not have employment agreements with our executive officers or other key personnel that require them to continue to work for us for any specified period and, therefore, they could terminate their employment with us at any time. The loss of one or more of our executive officers or key employees, especially our founder and Chief Executive Officer, could have an adverse effect on our business.

In addition, to execute our growth plan, we must attract and retain highly-qualified personnel. Competition for personnel is intense, especially for engineers experienced in designing and developing software applications and experienced sales professionals. We have, from time to time, experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or we have breached their legal obligations, resulting in a diversion of our time and resources. Likewise, if competitors hire our employees, we may divert time and resources to deterring any breach by our former employees or their new employers of their legal obligations. Given the competitive nature of our industry, we have both received and asserted such claims in the past. In addition, job candidates and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived value of

our equity awards declines, it may adversely affect our ability to recruit and retain highly-skilled employees. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business and future growth prospects could be adversely affected.

If our industry does not continue to develop as we anticipate or if potential customers do not continue to adopt our platform, our sales would not grow as quickly as expected, or at all, and our business and operating results and financial condition would be adversely affected.

We operate in a rapidly evolving industry focused on modernizing financial and accounting operations. Our solutions are relatively new and have been developed to respond to an increasingly global and complex business environment with more rigorous regulatory standards. If organizations do not increasingly allocate their budgets to financial automation software as we expect or if we do not succeed in convincing potential customers that our platform should be an integral part of their overall approach to their accounting processes, our sales may not grow as quickly as anticipated, or at all. Our business is substantially dependent on enterprises recognizing that accounting errors and inefficiencies are pervasive and are not effectively addressed by legacy solutions. Future deterioration in general economic conditions may also cause our customers to cut their overall information technology spending, and such cuts may disproportionately affect software solutions like ours to the extent customers view our solutions as discretionary. If our revenue does not increase for any of these reasons, or any other reason, our business, financial condition and operating results may be materially adversely affected.

The market in which we participate is intensely competitive, and if we do not compete effectively, our operating results could be harmed.

The market for accounting and financial software and services is highly competitive and rapidly evolving. Our competitors vary in size and in the breadth and scope of the products and services they offer. We often compete with other vendors of financial automation software such as Trintech. We also compete with large, well-established, enterprise application software vendors, such as Oracle, whose Hyperion software contains components that compete with our platform. In the future, a competitor offering ERP software could include a free service similar to ours as part of its standard offerings or may offer a free standalone version of a service similar to ours. Further, other established software vendors not currently focused on accounting and finance software and services may expand their services to compete with us.

Our competitors may have greater name recognition, longer operating histories, more established customer and marketing relationships, larger marketing budgets and significantly greater resources than we do. They may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, or customer requirements. In addition, some of our competitors have partnered with, or have acquired, and may in the future partner with or acquire, other competitors to offer services, leveraging their collective competitive positions, which makes, or would make, it more difficult to compete with them.

With the introduction of new technologies, the evolution of our platform and new market entrants, we expect competition to intensify in the future. Increased competition generally could result in reduced sales, reduced margins, losses, or the failure of our platform to achieve or maintain more widespread market acceptance, any of which could harm our business.

Our financial results may fluctuate due to our long and variable sales cycle.

Our sales cycle generally varies in duration between four to nine months and, in some cases, even longer depending on the size of the potential customer. The sales cycle for our global enterprise customers is generally longer than that of our mid-market customers. Factors that may influence the length and variability of our sales cycle include:

- the need to educate potential customers about the uses and benefits of our software solutions;
- the need to educate potential customers on the differences between traditional, on-premise software and SaaS solutions;
- the relatively long duration of the commitment customers make in their agreements with us;
- the discretionary nature and timing of potential customers' purchasing and budget cycles and decisions;
- the competitive nature of potential customers' evaluation and purchasing processes;
- announcements or planned introductions of new products by us or our competitors; and
- lengthy purchasing approval processes of potential customers.

We may incur higher costs and longer sales cycles as a result of large enterprises representing an increased portion of our revenue. In this market, the decision to subscribe to our solutions may require the approval of more technical and information security personnel and management levels within a potential customer's organization, and if so, these types of sales require us to invest more time educating these potential customers. In addition, larger organizations may demand more features and integration services and have increased purchasing power and leverage in negotiating contractual arrangements with us, which may contain restrictive terms favorable to the larger organization. As a result of these factors, these sales opportunities may require us to devote greater research and development, sales, product support, and professional services resources to individual customers, resulting in increased costs and reduced profitability, and would likely lengthen our typical sales cycle, which could strain our resources.

In addition, more sales are closed in the last month of a quarter than other times. If we are unable to close sufficient transactions in a particular period, or if a significant amount of transactions are delayed until a subsequent period, our operating results for that period, and for any future periods in which revenue from such transaction would otherwise have been recognized, may be adversely affected.

We recognize subscription revenue over the term of our customer contracts and, consequently, downturns or upturns in new sales may not be immediately reflected in our operating results and may be difficult to discern.

We recognize subscription revenue from our platform ratably over the terms of our customers' agreements, most of which have one-year terms but an increasing number of which have up to three-year terms. As a result, most of the revenue we report in each quarter is derived from the recognition of deferred revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscriptions in any single quarter may have a small impact on our revenue results for that quarter. However, such a decline will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales and market acceptance of our platform, and potential changes in our pricing policies or rate of expansion or retention, may not be fully reflected in our results of operations until future periods. We may also be unable to reduce our cost structure in line with a significant deterioration in sales. In addition, a significant majority of our costs are expensed as incurred, while revenue is recognized over the life of the agreement with our customer. As a result,

increased growth in the number of our customers could continue to result in our recognition of more costs than revenue in the earlier periods of the terms of our agreements. Our subscription model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new customers must be recognized over the applicable subscription term.

We previously identified material weaknesses in our internal control over financial reporting. Although we believe these material weaknesses have since been remediated, we may identify material weaknesses in the future or otherwise fail to maintain an effective system of internal control over financial reporting in the future and may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and the price of our common stock.

As a public company, we are required to maintain internal control over financial reporting and to report any material weaknesses in such internal controls. Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, requires that we evaluate and determine the effectiveness of our internal control over financial reporting and, beginning with our Annual Report on Form 10-K for the year ending December 31, 2017, provide a management report on internal control over financial reporting. During 2015, we identified material weaknesses in our internal control over financial reporting. Although we have remediated these material weaknesses as of December 31, 2016, we cannot assure you that additional material weaknesses in our internal control over financial reporting will not be identified in the future.

The process of designing and implementing internal control over financial reporting required to comply with Section 404 of the Sarbanes-Oxley Act will be time consuming, costly and complicated. If, during the evaluation and testing process, we identify one or more material weaknesses in our internal control over financial reporting, our management will be unable to assert that our internal control over financial reporting is effective. Even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm may conclude that there are material weaknesses with respect to our internal controls or the level at which our internal controls are documented, designed, implemented, or reviewed. If we are unable to assert that our internal control over financial reporting is effective, or when required in the future, if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of our common stock could be adversely affected, and we could become subject to litigation or investigations by the stock exchange on which our securities are listed, the SEC, or other regulatory authorities, which could require additional financial and management resources.

We rely on a limited number of data centers to deliver our cloud-based software solutions and any disruption of service at these centers could harm our business.

We manage our software solutions and serve most of our customers using a cloud-based infrastructure that is operated by a limited number of third-party data center facilities in North America and Europe. We do not control the operation of these facilities. Any changes in third-party service levels at our data centers or any disruptions or delays from errors, defects, hacking incidents, security breaches, computer viruses or other intentional bad acts or performance problems could harm our reputation, damage our customers' businesses and adversely affect our business and operating results. Our data centers are also vulnerable to damage or interruption from earthquakes, hurricanes, floods, fires, war, terrorist attacks, power losses, hardware failures, systems failures, telecommunications failures, and similar events. If our data centers were compromised or unavailable or our users were unable to access our solutions for any reason, our business and operations would be materially and adversely affected.

Our customers have experienced minor disruptions and outages in accessing our solutions in the past, and may in the future experience, disruptions, outages and other performance problems. Although we expend considerable effort to ensure that our platform performance is capable of handling existing and increased traffic levels, the ability of our cloud-based solutions to effectively manage any increased capacity requirements depends on our third-party providers. Our third-party data center providers may not be able to meet such performance requirements, especially to cover peak levels or spikes in traffic and, as a result, our customers may experience delays in accessing our solutions or encounter slower performance in our solutions, which could significantly harm the operations of these facilities. Interruptions in our services might reduce our revenue, cause us to issue credits to customers, subject us to potential liability, and cause customers to terminate their subscriptions or harm our renewal rates.

If we do not accurately predict our infrastructure capacity requirements, our customers could experience service shortfalls. The provisioning of additional cloud hosting capacity and data center infrastructure requires lead time. As we continue to add data centers, restructure our data management plans and increase capacity in existing and future data centers, we may move or transfer our data and our customers' data. For example, in early 2016, we began hosting customers at a data facility located in Las Vegas, Nevada. Despite precautions taken during such processes and procedures, any unsuccessful data transfers may impair the delivery of our service, and we may experience costs or downtime in connection with the transfer of data to other facilities which may lead to, among other things, customer dissatisfaction and non-renewals. The owners of our data center facilities have no obligation to renew their agreements with us on commercially reasonable terms, or at all. If we are unable to renew these agreements on commercially reasonable terms, we may be required to transfer to new data center facilities, and we may incur significant costs and possible service interruption in connection with doing so.

Failure to effectively expand our sales capabilities could harm our ability to increase our customer base.

Increasing our customer base and sales will depend, to a significant extent, on our ability to effectively expand our sales and marketing operations and activities. We are substantially dependent on our direct sales force to obtain new customers. From January 1, 2014 to March 31, 2017, our sales and marketing teams increased from 68 to 317 employees. We plan to continue to expand our direct sales force both domestically and internationally. We believe that there is significant competition for experienced sales professionals with the sales skills and technical knowledge that we require. Our ability to achieve significant revenue growth in the future will depend, in part, on our success in recruiting, training and retaining a sufficient number of experienced sales professionals. New hires require significant training and time before they achieve full productivity, particularly in new sales segments and territories. Our recent hires and planned hires may not become as productive as quickly as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the future in the markets where we do business. Our business will be harmed if our sales expansion efforts do not generate a significant increase in revenue.

If we are unable to develop and maintain successful relationships with resellers, our business, operating results and financial condition could be adversely affected.

We believe that continued growth in our business is dependent upon identifying, developing and maintaining strategic relationships with companies that resell our solutions. We plan to expand our small but growing network of resellers and to add new resellers, in particular to help grow our mid-market business globally. Our agreements with our existing resellers are non-exclusive, meaning resellers may offer customers the products of several different companies, including products that compete with ours. They may also cease marketing our solutions with limited or no notice and with little

or no penalty. We expect that any additional resellers we identify and develop will be similarly non-exclusive and not bound by any requirement to continue to market our solutions. If we fail to identify additional resellers, in a timely and cost-effective manner, or at all, or are unable to assist our current and future resellers in independently selling our solutions, our business, results of operations and financial condition could be adversely affected. If resellers do not effectively market and sell our solutions, or fail to meet the needs of our customers, our reputation and ability to grow our business may also be adversely affected.

If we are not able to maintain and enhance our brand, our business, operating results and financial condition may be adversely affected.

We believe that maintaining and enhancing our reputation for accounting and finance software is critical to our relationships with our existing customers and to our ability to attract new customers. The successful promotion of our brand attributes will depend on a number of factors, including our marketing efforts, our ability to continue to develop high-quality software and our ability to successfully differentiate our platform from competitive products and services. Our brand promotion activities may not ultimately be successful or yield increased revenue. In addition, independent industry analysts provide reviews of our platform, as well as products and services offered by our competitors, and perception of our platform in the marketplace may be significantly influenced by these reviews. If these reviews are negative, or less positive as compared to those of our competitors' products and services, our brand may be adversely affected.

The promotion of our brand requires us to make substantial expenditures, and we anticipate that the expenditures will increase as our market becomes more competitive, as we expand into new markets and as more sales are generated. To the extent that these activities yield increased revenue, this revenue may not offset the increased expenses we incur. If we do not successfully maintain and enhance our brand, our business may not grow, we may have reduced pricing power relative to competitors, and we could lose customers or fail to attract potential customers, all of which would adversely affect our business, results of operations and financial condition.

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

We currently maintain offices and/or have sales personnel in Australia, Canada, France, Germany, Malaysia, Netherlands, Poland, Singapore, South Africa, and the United Kingdom, and we intend to build out our international operations. As part of our ongoing international expansion strategy, in August 2016, we acquired Runbook, a Netherlands-based provider of financial close automation software solutions to SAP customers. We derived approximately 19% of our revenues from sales outside the United States in the three months ended March 31, 2017, and we derived approximately 16% of our revenues from sales outside the United States in the year ended December 31, 2016. Any international expansion efforts that we may undertake, including the Runbook Acquisition, may not be successful. In addition, conducting international operations in new markets subjects us to new risks that we have not generally faced in the United States. These risks include:

- localization of our solutions, including translation into foreign languages and adaptation for local practices and regulatory requirements;
- lack of familiarity and burdens of complying with foreign laws, legal standards, regulatory requirements, tariffs, and other barriers;
- unexpected changes in regulatory requirements, taxes, trade laws, tariffs, export quotas, custom duties, or other trade restrictions;

- differing technology standards;
- longer accounts receivable payment cycles and difficulties in collecting accounts receivable;
- difficulties in managing and staffing international operations and differing employer/employee relationships;
- fluctuations in exchange rates that may increase the volatility of our foreign-based revenue;
- potentially adverse tax consequences, including the complexities of foreign value-added tax (or other tax) systems and restrictions on the repatriation of earnings;
- uncertain political and economic climates, including the significant volatility in the global financial markets; and
- reduced or varied protection for intellectual property rights in some countries.

These factors may cause our international costs of doing business to exceed our comparable domestic costs. Operating in international markets also requires significant management attention and financial resources. Any negative impact from our international business efforts could negatively impact our business, results of operations and financial condition as a whole.

In addition, the President of the United States and Congress have proposed, formally or informally, various changes, including regulatory and tax reform that would have uncertain and potentially adverse effects on our business. Potential tax reforms in the United States may result in significant changes in the rules governing United States federal income taxation. Such changes may have an adverse effect on our business, financial condition and results of operations. Such changes may also affect the federal tax considerations of the ownership and disposition of the common stock, as discussed below in “Material U.S. Federal Tax Consequences to Non-U.S. Holders of our Common Stock”.

We use third-party contractors outside of the United States to supplement our research and development capabilities, which may expose us to risks, including risks inherent in foreign operations.

We use third-party contractors outside of the United States to supplement our research and development capabilities. We currently use third-party contractors located in Romania and China. Managing operations that are remote from our U.S. headquarters is difficult and we may not be able to manage these third-party contractors successfully. If we fail to maintain productive relationships with these contractors generally, we may be required to develop our solutions in a less efficient and cost-effective manner and our product release schedules may be delayed while we hire software developers or find alternative contract development resources. Additionally, while we take precautions to ensure that software components developed by our third-party contractors are reviewed and that our source code is protected, misconduct by our third-party contractors could result in infringement or misappropriation of our intellectual property. Furthermore, any acts of espionage, malware attacks, theft of confidential information, or other malicious cyber incidents attributed to our third-party contractors may compromise our system infrastructure, expose us to litigation and lead to reputational harm that could result in a material adverse effect on our financial condition and operating results.

Any failure to protect our intellectual property rights could impair our ability to protect our proprietary technology and our brand.

Our success and ability to compete depend, in part, upon our intellectual property. We currently have one patent application, which may not result in an issued patent. We primarily rely on copyright, trade secret and trademark laws, trade secret protection, and confidentiality or license agreements with our employees, customers, partners, and others to protect our intellectual property rights. However, the steps we take to protect our intellectual property rights may be inadequate.

In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights. In the past, we have utilized demand letters as a means to assert and resolve claims regarding potential misuse of our proprietary or trade secret information. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming and distracting to management, and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Our failure to secure, protect and enforce our intellectual property rights could adversely affect our brand and adversely impact our business.

Suits by third parties for alleged infringement of their proprietary rights could cause us to incur significant expenses or liabilities.

There is considerable patent and other intellectual property development activity in our industry. Our future success depends, in part, on not infringing upon the intellectual property rights of others. From time to time, our competitors or other third parties may claim that our solutions and underlying technology infringe or violate their intellectual property rights, and we may be found to be infringing upon such rights. We may be unaware of the intellectual property rights of others that may cover some or all of our technology. Any claims or litigation could cause us to incur significant expenses and, if successfully asserted against us, could require that we pay substantial damages or ongoing royalty payments, prevent us from offering our solutions or require that we comply with other unfavorable terms. We may also be obligated to indemnify our customers or other companies in connection with any such litigation and to obtain licenses, modify our solutions or refund subscription fees, which could further exhaust our resources. In addition, we may incur substantial costs to resolve claims or litigation, whether or not successfully asserted against us, which could include payment of significant settlement, royalty or license fees, modification of our solutions, or refunds to customers of subscription fees. Even if we were to prevail in the event of claims or litigation against us, any claim or litigation regarding our intellectual property could be costly and time-consuming and divert the attention of our management and other employees from our business operations. Such disputes could also disrupt our solutions, adversely impacting our customer satisfaction and ability to attract customers.

We use open source software in our products, which could subject us to litigation or other actions.

We use open source software in our products and may use more open source software in the future. From time to time, there have been claims challenging the use of open source software against companies that incorporate open source software into their products. As a result, we could be subject to suits by parties claiming misuse of, or a right to compensation for, what we believe to be open source software. Litigation could be costly for us to defend, have a negative effect on our operating results and financial condition or require us to devote additional research and development resources to change our products. In addition, if we were to combine our proprietary software products with open source software in a certain manner, we could, under certain of the open source licenses, be required to release the source code of our proprietary software products. If we inappropriately use open source software, we may be required to re-engineer our products, discontinue the sale of our products or take other remedial actions.

Privacy and data security concerns, and data collection and transfer restrictions and related domestic or foreign regulations, may limit the use and adoption of our solutions and adversely affect our business.

Personal privacy, information security, and data protection are significant issues in the United States, Europe and many other jurisdictions where we offer our platform. The regulatory framework

governing the collection, processing, storage, and use of business information, particularly information that affects financial statements and personal data, is rapidly evolving and any failure or perceived failure to comply with applicable privacy, security or data protection laws or regulations may adversely affect our business.

The U.S. federal and various state and foreign governments have adopted or proposed requirements regarding the collection, distribution, use, security, and storage of personally identifiable information and other data relating to individuals, and federal and state consumer protection laws are being applied to enforce regulations related to the online collection, use and dissemination of data. Some of these requirements include obligations on companies to notify individuals of security breaches involving particular personal information, which could result from breaches experienced by us or by organizations with which we have formed strategic relationships. Even though we may have contractual protections with such organizations, notifications related to a security breach could impact our reputation, harm customer confidence, hurt our expansion into new markets, or cause us to lose existing customers.

Further, many foreign countries and governmental bodies, including the European Union, or EU, where we conduct business and have offices, have laws and regulations concerning the collection and use of personal data obtained from their residents or by businesses operating within their jurisdiction. These laws and regulations often are more restrictive than those in the United States. Laws and regulations in these jurisdictions apply broadly to the collection, use, storage, disclosure and security of data that identifies or may be used to identify or locate an individual, such as names, email addresses and, in some jurisdictions, Internet Protocol, or IP, addresses. With regard to data transfers of personal data from our European employees and customers to the United States, we historically relied on the U.S. Department of Commerce's Safe Harbor Privacy Principles and compliance with the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks as agreed to and set forth by the U.S. Department of Commerce, and the European Union and Switzerland, which established means for legitimizing the transfer of personal data by companies doing business in Europe from the EU to the U.S. As a result of the October 6, 2015 European Court of Justice opinion in Case C-362/14 (Schrems v. Data Protection Commissioner) or, the ECJ Ruling, the U.S.-EU Safe Harbor Framework was deemed an invalid method of compliance with EU restrictions on data transfers. We have taken certain measures to legitimize our transfers of personal data, both internally and on behalf of our customers, from the EU to the United States in the wake of the ECJ Ruling. Additionally, EU and U.S. political authorities adopted the U.S. EU Privacy Shield on July 12, 2016, which may provide a new mechanism for companies to transfer EU personal data to the United States. While we now have Privacy Shield certification in place that we believe allow for the lawful transfer of personal data from the EU to the U.S., it is possible that these mechanisms may be challenged or evolve to include new legal requirements that could have an impact on data transfers. It is unclear at this time whether the U.S. EU Privacy Shield will serve as an appropriate means for us to transfer EU personal data from the EU to the United States. Our means for transferring personal data from the EU may not be adopted by all of our customers and may be subject to legal challenge by data protection authorities, and we may experience reluctance or refusal by European customers to use our solutions due to potential risk exposure as a result of the ECJ Ruling. We and our customers face a risk of enforcement actions taken by EU data protection authorities regarding data transfers from the EU to the United States.

We also expect that there will continue to be new proposed laws, regulations and industry standards concerning privacy, data protection and information security in the United States, the EU and other jurisdictions. For example, the European Commission recently adopted a General Data Protection Regulation, effective in May 2018, that will supersede current EU data protection legislation, impose more stringent EU data protection requirements and provide for greater penalties for noncompliance. We cannot yet determine the impact such future laws, regulations and standards may have on our business. Such laws and regulations are often subject to differing interpretations and may

be inconsistent among jurisdictions. These and other requirements could reduce demand for our service, increase our costs, impair our ability to grow our business, or restrict our ability to store and process data or, in some cases, impact our ability to offer our service in some locations and may subject us to liability. Further, in view of new or modified federal, state or foreign laws and regulations, industry standards, contractual obligations, and other legal obligations, or any changes in their interpretation, we may find it necessary or desirable to fundamentally change our business activities and practices or to expend significant resources to modify our software or platform and otherwise adapt to these changes. We may be unable to make such changes and modifications in a commercially reasonable manner or at all, and our ability to develop new products and features could be limited.

Further, following a referendum in June 2016 in which voters in the United Kingdom approved an exit from the EU, the United Kingdom government has initiated a process to leave the EU (often referred to as “Brexit”). The Brexit has created uncertainty with regard to the regulation of data protection in the United Kingdom. In particular, it is unclear whether the United Kingdom will enact data protection laws or regulations designed to be consistent with the pending EU General Data Protection Regulation and how data transfers to and from the United Kingdom will be regulated.

Our customers also expect that we comply with regulatory standards that may place additional burdens on us. Our customers expect us to meet voluntary certifications or adhere to standards established by third parties, such as the SSAE 16, SOC1 and SOC2 audit processes, and may demand that they be provided a report from our auditors that we are in compliance. If we are unable to maintain these certifications or meet these standards, it could adversely affect our customers’ demand for our service and could harm our business.

The costs of compliance with and other burdens imposed by laws, regulations and standards may limit the use and adoption of our service and reduce overall demand for it, or lead to significant fines, penalties or liabilities for any noncompliance. Privacy, information security and data protection concerns, whether valid or not valid, may inhibit market adoption of our platform, particularly in certain industries and foreign countries.

We depend and rely upon SaaS applications from third parties to operate our business and interruptions or performance problems with these technologies may adversely affect our business and operating results.

We rely heavily on SaaS applications from third parties in order to operate critical functions of our business, including billing and order management, enterprise resource planning and financial accounting services. If these services become unavailable due to extended outages, interruptions or because they are no longer available on commercially reasonable terms, our expenses could increase, our ability to manage finances could be interrupted and our processes for managing sales of our solutions and supporting our customers could be impaired until equivalent services, if available, are identified, obtained and implemented, all of which could adversely affect our business.

We rely on third-party computer hardware and software that may be difficult to replace or which could cause errors or failures of our software solutions.

We rely on computer hardware purchased or leased and software licensed from third parties in order to deliver our software solutions. This hardware and software may not continue to be available on commercially reasonable terms, if at all. Any loss of the right to use any of this hardware or software could result in delaying or preventing our ability to provide our software solutions until equivalent technology is either developed by us or, if available, identified, obtained and integrated. In addition, errors or defects in third-party hardware or software used in our software solutions could result in

errors or a failure, which could damage our reputation, impede our ability to provide our platform or process information, and adversely affect our business and results of operations.

We face exposure to foreign currency exchange rate fluctuations that could harm our results of operations.

We conduct transactions, particularly intercompany transactions, in currencies other than the U.S. dollar, primarily the British pound and the Euro. As we grow our international operations, we expect the amount of our revenues that are denominated in foreign currencies to increase in the future. Accordingly, changes in the value of foreign currencies relative to the U.S. dollar could affect our revenue and operating results due to transactional and translational remeasurements that are reflected in our results of operations. As a result of such foreign currency exchange rate fluctuations, it could be more difficult to detect underlying trends in our business and results of operations. In addition, to the extent that fluctuations in currency exchange rates cause our results of operations to differ from our expectations or the expectations of our investors, the trading price of our common stock could be adversely affected.

Additionally, as a result of Brexit, global markets and foreign currencies were adversely impacted. In particular, the value of the British pound declined as compared to the U.S. dollar and other currencies. This volatility in foreign currencies is expected to continue as the U.K. negotiates and executes its exit from the European Union, but it is uncertain over what time period this will occur. A significantly weaker British pound compared to the U.S. dollar could have a negative effect on our business, financial condition and results of operations.

We do not currently maintain a program to hedge transactional exposures in foreign currencies. However, in the future, we may use derivative instruments, such as foreign currency forward and option contracts, to hedge exposures to fluctuations in foreign currency exchange rates. The use of such hedging activities may not offset any or more than a portion of the adverse financial effects of unfavorable movements in foreign exchange rates over the limited time the hedges are in place. Moreover, the use of hedging instruments may introduce additional risks if we are unable to structure effective hedges with such instruments.

We are subject to governmental export and import controls that could impair our ability to compete in international markets due to licensing requirements and subject us to liability if we are not in full compliance with applicable laws.

Our solutions are subject to export controls, including the Commerce Department’s Export Administration Regulations and various economic and trade sanctions regulations established by the Treasury Department’s Office of Foreign Assets Controls. Obtaining the necessary authorizations, including any required license, for a particular export or sale may be time-consuming, is not guaranteed and may result in the delay or loss of sales opportunities. The U.S. export control laws and economic sanctions laws prohibit the export, re-export or transfer of specific products and services to U.S. embargoed or sanctioned countries, governments and persons. Even though we take precautions to prevent our solutions from being provided to U.S. sanctions targets, our solutions could be sold by resellers or could be used by persons in sanctioned countries despite such precautions. Failure to comply with the U.S. export control, sanctions and import laws could have negative consequences, including government investigations, penalties and reputational harm. We and our employees could be subject to civil or criminal penalties, including the possible loss of export or import privileges, fines, and, in extreme cases, the incarceration of responsible employees or managers. In addition, if our resellers fail to obtain appropriate import, export or re-export licenses or authorizations, we may also be adversely affected through reputational harm and penalties.

In addition, various countries regulate the import of encryption technology, including through import permitting/licensing requirements, and have enacted laws that could limit our ability to distribute our solutions or could limit our customers' ability to implement or access our solutions in those countries. Changes in our solutions or changes in export, sanctions and import regulations may create delays in the introduction and sale of our solutions in international markets, prevent our customers with international operations from accessing our solutions or, in some cases, preventing the export or import of our solutions to some countries, governments or persons altogether. Any change in export or import regulations, economic sanctions or related laws, shift in the enforcement or scope of existing regulations, or change in the countries, governments, persons, or technologies targeted by such regulations, could result in decreased use of our solutions, or in our decreased ability to export or sell our solutions to existing or potential customers with international operations. Any decreased use of our solutions or limitation on our ability to export or sell our solutions would likely adversely affect our business, financial condition and results of operations.

We may be unable to integrate acquired businesses and technologies successfully or achieve the expected benefits of such transactions.

On August 31, 2016, we completed the Runbook Acquisition. We expect to evaluate and consider potential strategic transactions, including acquisitions of, or investments in, businesses, technologies, services, products, and other assets in the future. We also may enter into relationships with other businesses to expand our products and services, which could involve preferred or exclusive licenses, additional channels of distributions or discount pricing.

The Runbook Acquisition or any future acquisition, investment or business relationship may result in unforeseen operating difficulties and expenditures. In particular, we may encounter difficulties assimilating or integrating the businesses, technologies, products, personnel, or operations of the acquired companies, such as Runbook, particularly if the key personnel of the acquired company choose not to work for us, their software is not easily adapted to work with our platform, or we have difficulty retaining the customers of any acquired business due to changes in ownership, management or otherwise. In addition, Runbook offers an on-premise solution to its customers. If we are unable to migrate those customers to our cloud solution or if we are unable to integrate Runbook's on-premise software with our platform, our business may be adversely affected. Acquisitions may also disrupt our business, divert our resources and require significant management attention that would otherwise be available for development of our existing business. Moreover, the anticipated benefits of any acquisition, investment or business relationship may not be realized or we may be exposed to unknown risks or liabilities.

Negotiating these transactions can be time-consuming, difficult and expensive, and our ability to complete these transactions may often be subject to approvals that are beyond our control. Consequently, these transactions, even if announced, may not be completed. For one or more of those transactions, we may:

- issue additional equity securities that would dilute our existing stockholders;
- use cash that we may need in the future to operate our business;
- incur large charges or substantial liabilities;
- incur debt on terms unfavorable to us or that we are unable to repay;
- encounter difficulties retaining key employees of the acquired company or integrating diverse software codes or business cultures; and
- become subject to adverse tax consequences, substantial depreciation and amortization or deferred compensation charges.

The nature of our business requires the application of complex revenue and expense recognition rules and the current legislative and regulatory environment affecting generally accepted accounting principles is uncertain. Significant changes in current principles could affect our financial statements going forward and changes in financial accounting standards or practices may cause adverse, unexpected financial reporting fluctuations and harm our operating results.

The accounting rules and regulations that we must comply with are complex and subject to interpretation by the FASB, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. Recent actions and public comments from the FASB and the SEC have focused on the integrity of financial reporting and internal controls. In addition, many companies' accounting policies are being subject to heightened scrutiny by regulators and the public. Further, the accounting rules and regulations are continually changing in ways that could materially impact our financial statements. For example, in May 2014, the FASB issued Accounting Standards Update, or ASU, No. 2014-09, *Revenue from Contracts with Customers (Topic 606), as amended*, which will supersede nearly all existing revenue recognition guidance. Although the new standard permits early adoption as early as January 1, 2017, the effective date of the new revenue standard is January 1, 2018. The new standard permits adoption either by using (i) a full retrospective approach for all periods presented in the period of adoption or (ii) a modified retrospective approach with the cumulative effect of initially applying the new standard recognized at the date of initial application and providing certain additional disclosures. We will adopt the new revenue guidance in the first quarter of 2018 though we have not yet determined whether to adopt using a full retrospective or modified retrospective approach. We are currently assessing the impact of the new revenue guidance on our arrangements. We currently believe that the new guidance will impact the amount and timing of incremental costs of obtaining a contract, such as sales commissions. We generally do not pay sales commissions upon contract renewal and therefore, under the new revenue guidance, the sales commissions will be recognized over an estimated customer life rather than over the non-cancelable term under current guidance. The new guidance is also expected to impact our arrangements subject to current software revenue recognition guidance and also require incremental disclosures of our revenue arrangements. We have not yet quantified the impact of these changes. Adoption of this standard will also require changes to our business processes, systems and controls to support the new revenue recognition guidance. We are in the process of identifying such changes.

We cannot predict the impact of future changes to accounting principles or our accounting policies on our financial statements going forward, which could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of the change. In addition, if we were to change our critical accounting estimates, including those related to the recognition of license revenue and other revenue sources, our operating results could be significantly affected.

Incorrect or improper implementation or use of our solutions could result in customer dissatisfaction and negatively affect our business, results of operations, financial condition, and growth prospects.

Our platform is deployed in a wide variety of technology environments and into a broad range of complex workflows. Our platform has been integrated into large-scale, enterprise-wide technology environments, and specialized use cases, and our success depends on our ability to implement our platform successfully in these environments. We often assist our customers in implementing our platform, but many customers attempt to implement even complex deployments themselves or use a third-party service firm. If we or our customers are unable to implement our platform successfully, or are unable to do so in a timely manner, customer perceptions of our platform and company may be impaired, our reputation and brand may suffer, and customers may choose not to renew or expand the use of our platform.

Our customers and third-party resellers may need training in the proper use of our platform to maximize its potential. If our platform is not implemented or used correctly or as intended, including if customers input incorrect or incomplete financial data into our platform, inadequate performance may result. Because our customers rely on our platform to manage their financial close and other financial tasks, the incorrect or improper implementation or use of our platform, our failure to train customers on how to efficiently and effectively use our platform, or our failure to provide adequate product support to our customers, may result in negative publicity or legal claims against us. Also, as we continue to expand our customer base, any failure by us to properly provide these services will likely result in lost opportunities for additional subscriptions to our platform.

Any failure to offer high-quality product support may adversely affect our relationships with our customers and our financial results.

In deploying and using our solutions, our customers depend on our support services team to resolve complex technical and operational issues. We may be unable to respond quickly enough to accommodate short-term increases in customer demand for product support. We also may be unable to modify the nature, scope and delivery of our product support to compete with changes in product support services provided by our competitors. Increased customer demand for product support, without corresponding revenue, could increase costs and adversely affect our operating results. Our sales are highly dependent on our business reputation and on positive recommendations from our existing customers. Any failure to maintain high-quality product support, or a market perception that we do not maintain high-quality product support, could adversely affect our reputation, our ability to sell our solutions to existing and prospective customers, our business, operating results, and financial position.

If the market for SaaS solutions develops more slowly than we expect or declines, our business would be adversely affected.

The market for SaaS solutions is less mature than the market for on-premise software applications, and the adoption rate of SaaS solutions may be slower at companies in industries with heightened data security interests or business practices requiring highly customizable application software. Many organizations have invested substantial personnel and financial resources to integrate traditional on-premise solutions into their businesses, and therefore may be reluctant or unwilling to purchase SaaS solutions. In addition, some organizations have been reluctant to use cloud-based solutions because they have concerns regarding the risks associated with the reliability or security of the technology delivery model associated with these solutions. Because our solutions involve the aggregation, storage and use of confidential information and related data, including highly confidential financial data, some customers may be reluctant or unwilling to migrate to our cloud-based solutions.

It is difficult to predict customer adoption rates and demand for our software solutions, the future growth rate and size of the market or the entry of competitive products or services. The expansion of the SaaS solutions market depends on a number of factors, including the cost, performance and perceived value associated with SaaS, as well as the ability of SaaS providers to address data security and privacy concerns. Government agencies have adopted, or may adopt, laws and regulations regarding the collection and use of personal information obtained from consumers and other individuals, or may seek to access information on our platform, either of which may reduce the overall demand for our platform. If we or other SaaS providers experience data security incidents, loss of customer data, disruptions in delivery, or other problems, the market for SaaS solutions, including our platform, may be negatively affected. If SaaS solutions do not continue to achieve market acceptance, or there is a reduction in demand for SaaS solutions caused by a lack of customer acceptance, technological challenges, data security or privacy concerns, governmental regulation, competing technologies and products, or decreases in information technology spending, it would result in decreased revenue and our business would be adversely affected.

Unfavorable conditions in our industry or the global economy could limit our ability to grow our business and negatively affect our operating results.

Our operating results may vary based on the impact of changes in our industry or the global economy on us or our customers. The revenue growth and potential profitability of our business depend on demand for business software applications and services generally and for accounting and finance systems in particular. Weak economic conditions affect the rate of accounting and finance and information technology spending and could adversely affect our customers' or potential customers' ability or willingness to purchase our cloud platform, delay purchasing decisions, reduce the value or duration of their subscription contracts, or affect attrition rates, all of which could adversely affect our operating results. If economic conditions deteriorate, our customers and prospective customers may elect to decrease their accounting and finance and information technology budgets, which would limit our ability to grow our business and negatively affect our operating results.

Changes in laws and regulations related to the internet and cloud computing or changes to internet infrastructure may diminish the demand for our solutions and could have a negative impact on our business.

The future success of our business depends upon the continued use of the internet as a primary medium for commerce, communication and business applications. Federal, state or foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. Regulators in some industries have also adopted, and may in the future adopt, regulations or interpretive positions regarding the use of SaaS and cloud computing solutions. For example, some financial services regulators have imposed guidelines for the use of cloud computing services that mandate specific controls or require financial services enterprises to obtain regulatory approval prior to utilizing such software. Changes in these laws or regulations could require us to modify our solutions in order to comply with these changes. In addition, government agencies or private organizations have imposed and may impose additional taxes, fees or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet-related commerce or communications generally, or result in reductions in the demand for internet-based solutions and services such as ours. In addition, the use of the internet as a business tool could be adversely affected due to delays in the development or adoption of new standards and protocols to handle increased demands of internet activity, security, reliability, cost, ease-of-use, accessibility, and quality of service. The performance of the internet and its acceptance as a business tool has been adversely affected by "viruses," "worms" and similar malicious programs and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If the use of the internet is adversely affected by these issues, demand for our solutions could decline.

We provide service level commitments under our customer contracts, and if we fail to meet these contractual commitments, our revenues could be adversely affected.

Our customer agreements typically provide service level commitments. If we are unable to meet the stated service level commitments or suffer extended periods of unavailability for our applications, we may be contractually obligated to provide these customers with service credits, refunds for prepaid amounts related to unused subscription services, or we could face contract terminations. Our revenues could be significantly affected if we suffer unscheduled downtime that exceeds the allowed downtimes under our agreements with our customers. Any extended service outages could adversely affect our reputation, revenues and operating results.

Seasonality could cause our operating results and financial metrics to fluctuate from quarter to quarter and make them more difficult to predict.

We typically add fewer customers in the first quarter of the year than other quarters. We also experience a higher volume of sales at the end of each quarter and year, which is often the result of buying decisions by our customers. Seasonality may be reflected to a much lesser extent, and sometimes may not be immediately apparent, in our revenue, due to the fact that we recognize subscription revenue over the term of our agreements. We may also increase expenses in a period in anticipation of future revenues. Changes in the number of customers and users in different periods will cause fluctuations in our financial metrics and, to a lesser extent, revenues. Those changes and fluctuations in our expenses will affect our results on a quarterly basis and will make forecasting our future operating results and financial metrics difficult.

Our international operations subject us to potentially adverse tax consequences.

We report our taxable income in various jurisdictions worldwide based upon our business operations in those jurisdictions. Our intercompany relationships are subject to complex transfer pricing regulations administered by taxing authorities in various jurisdictions. The relevant taxing authorities may disagree with our determinations as to the value of assets sold or acquired or income and expenses attributable to specific jurisdictions. If such a disagreement were to occur, and our position were not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows, and lower overall profitability of our operations. We believe that our financial statements reflect adequate reserves to cover such a contingency, but there can be no assurances in that regard.

The enactment of legislation implementing changes in the U.S. taxation of international business activities or the adoption of other tax reform policies could materially impact our financial position and results of operations.

Recent changes to U.S. tax laws, including limitations on the ability of taxpayers to claim and utilize foreign tax credits, as well as changes to U.S. tax laws that may be enacted in the future, could impact the tax treatment of our foreign earnings. Due to expansion of our international business activities, any changes in the U.S. taxation of such activities may increase our worldwide effective tax rate and adversely affect our financial position and results of operations.

Our ability to use our net operating losses to offset future taxable income may be subject to limitations.

As of December 31, 2016, we had federal and state net operating loss carryforwards, or NOLs, of $94.7 million and $90.9 million, respectively. In general, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its NOLs to offset future taxable income. Our existing NOLs may be subject to limitations arising from previous ownership changes, and if we undergo an ownership change in connection with or after this offering, our ability to utilize NOLs could be further limited by Section 382 of the Code. Future changes in our stock ownership, some of which are outside of our control, could result in an ownership change under Section 382 of the Code. Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs, or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to offset future income tax liabilities. For these reasons, we may not be able to realize a tax benefit from the use of our NOLs, whether or not we attain profitability.

Taxing authorities may successfully assert that we should have collected, or in the future should collect, sales and use, value-added or similar taxes, and we could be subject to liability with respect to past or future sales, which could adversely affect our results of operations.

Sales and use, value-added and similar tax laws and rates vary greatly by jurisdiction and are subject to change from time to time. Some jurisdictions in which we do not collect such taxes may assert that such taxes are applicable, which could result in tax assessments, penalties and interest, and we may be required to collect such taxes in the future. Such tax assessments, penalties and interest or future requirements may adversely affect our results of operations.

The estimates of market opportunity and forecasts of market growth included in this prospectus may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The estimates and forecasts in this prospectus relating to the size and expected growth of the market for a comprehensive platform to automate accounting and finance processes and integrate ERPs may prove to be inaccurate. Even if the market in which we compete meets the size estimates and growth forecasted in this prospectus, our business could fail to grow at similar rates, if at all.

We might require additional capital to support business growth, and this capital might not be available on acceptable terms, if at all.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new features or enhance our existing solutions, improve our operating infrastructure or acquire complementary businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional funds. 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. Any debt financing secured by us in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. In addition, we may not be able to obtain additional financing on terms favorable to us, or at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly impaired.

Natural disasters and other events beyond our control could harm our business.

Natural disasters or other catastrophic events may cause damage or disruption to our operations, international commerce and the global economy, and thus could have a strong negative effect on us. Our business operations are subject to interruption by natural disasters, fire, power shortages, pandemics, and other events beyond our control. Although we maintain crisis management and disaster response plans, such events could make it difficult or impossible for us to deliver our solutions to our customers, and could decrease demand for our solutions. The majority of our research and development activities, corporate headquarters, information technology systems, and other critical business operations are located in California, which has experienced major earthquakes in the past. Significant recovery time could be required to resume operations and our financial condition and operating results could be harmed in the event of a major earthquake or catastrophic event.

If our goodwill or intangible assets become impaired, we may be required to record a significant charge to earnings.

We review our goodwill and intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. Goodwill is required to be tested for impairment at least annually. As of March 31, 2017, we had goodwill and intangible assets with a net book value of $236 million related to the 2013 Acquisition and the Runbook Acquisition. An adverse change in market conditions, particularly if such change has the effect of changing one of our critical assumptions or estimates, could result in a change to the estimation of fair value that could result in an impairment charge to our goodwill or intangible assets. Any such charges may have a material negative impact on our operating results.

Risks Related to Ownership of Our Common Stock and this Offering

The market price of our common stock may be volatile, and you could lose all or part of your investment.

The market price of our common stock since our initial public offering has been and may continue to be subject to wide fluctuations in response to various factors, some of which are beyond our control and may not be related to our operating performance. Factors that could cause fluctuations in the market price of our common stock include the following:

- actual or anticipated fluctuations in our operating results;
- the financial projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of our company, changes in financial estimates by any securities analysts who follow our company or our failure to meet these estimates or the expectations of investors;
- ratings changes by any securities analysts who follow our company;
- announcements by us or our competitors of significant technical innovations, acquisitions, strategic relationships, joint ventures, or capital commitments;
- changes in operating performance and stock market valuations of other technology companies generally, or those in our industry in particular;
- price and volume fluctuations in the overall stock market from time to time, including as a result of trends in the economy as a whole;
- changes in accounting standards, policies, guidelines, interpretations, or principles;
- actual or anticipated developments in our business or our competitors' businesses or the competitive landscape generally;
- developments or disputes concerning our intellectual property, or our products or third-party proprietary rights;
- announced or completed acquisitions of businesses or technologies by us or our competitors;
- new laws or regulations, or new interpretations of existing laws or regulations applicable to our business;
- any major change in our board of directors or management;
- sales of shares of our common stock by us or our stockholders;
- lawsuits threatened or filed against us; and
- other events or factors, including those resulting from war, incidents of terrorism, or responses to these events.

In addition, the stock markets, and in particular the market on which our common stock is listed, have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many technology companies. Stock prices of many technology companies have fluctuated in a manner unrelated or disproportionate to the operating performance of those companies. In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from operating our business, and adversely affect our business, results of operations, financial condition, and cash flows.

The Company is controlled by certain of our Principal Stockholders, whose interests may differ from those of other stockholders.

Immediately following this offering, our Principal Stockholders will beneficially own, in the aggregate, approximately 71.7% of our outstanding common stock and directors affiliated with our Principal Stockholders will comprise a majority of our board of directors. Further, we have entered into a Stockholders' Agreement with the Principal Stockholders, which provides that the Principal Stockholders are entitled to designate members of our board of directors as described in "Management—Board Composition." We anticipate that the parties to the Stockholders' Agreement will agree to vote for these nominees as well as other directors recommended by our nominating and corporate governance committee.

Under the Stockholders' Agreement and subject to our amended and restated certificate of incorporation and amended and restated bylaws and applicable law, for so long as the Principal Stockholders collectively own or hold of record, directly or indirectly, in the aggregate at least 40% of their collective "Post-IPO Shares" (as defined in the Stockholders' Agreement), as adjusted for any reorganization, recapitalization, stock dividend, stock split, reverse stock split, or similar changes in our capitalization, the following actions will require the approval of our board of directors, including the affirmative vote of at least two directors designated by Silver Lake Sumeru:

- any voluntary liquidation, winding up or dissolution or any action relating to a voluntary bankruptcy, reorganization or recapitalization of the company or its subsidiaries;
- certain dispositions of assets in excess of $50 million or entry into joint ventures requiring a capital contribution in excess of $50 million, in each case, by the company or its subsidiaries;
- fundamental changes in the nature of the company's or its subsidiaries' existing lines of business or the entry into a new significant line of business;
- any amendments to the company's amended and restated certificate of incorporation and amended and restated bylaws;
- incurrence of indebtedness in excess of $150 million;
- appointment or termination of the Chief Executive Officer; and
- change of control transactions.

See "Certain Relationships and Related Party Transactions".

Following our initial public offering, the Principal Stockholders are able to determine the outcome of all matters requiring stockholder approval, including mergers and other material transactions, and will be able to cause or prevent a change in the composition of our board of directors or a change in control of our company that could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company and might ultimately affect the market price of our common stock.

Further, our amended and restated certificate of incorporation provides that, to the fullest extent permitted by law, the doctrine of "corporate opportunity" will not apply to Silver Lake Sumeru, Iconiq, their respective affiliates, or the directors they designate, pursuant to their rights under the Stockholders' Agreement in a manner that would prohibit them from investing in competing businesses or doing business with our partners or customers. Accordingly, these directors will have the rights to pursue business opportunities that may be of interest to the company and which they would otherwise need to provide to the company. See "Description Capital Stock—Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws".

Although we do not expect to rely on the "controlled company" exemption, we are a "controlled company" within the meaning of the stock exchange rules and we qualify for exemptions from certain corporate governance requirements.

Because our Principal Stockholders collectively own a majority of our outstanding common stock, we are considered a "controlled company" as that term is set forth in the stock exchange rules. Under these rules, a company of which more than 50% of the voting power is held by another person or group of persons acting together is a "controlled company" and may elect not to comply with certain stock exchange rules regarding corporate governance, including:

- the requirement that a majority of its board of directors consist of independent directors;
- the requirement that its nominating and corporate governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- the requirement that its compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities.

These requirements will not apply to us as long as we remain a "controlled company." Although we qualify as a "controlled company," we do not expect to rely on this exemption and intend to fully comply with all corporate governance requirements under the stock exchange rules. However, if we were to utilize some or all of these exemptions, you may not have the same protections afforded to stockholders of companies that are subject to all of the stock exchange rules regarding corporate governance.

Substantial future sales of shares of our common stock could cause the market price of our common stock to decline.

The market price of our common stock could decline as a result of substantial sales of our common stock, particularly sales by our directors, executive officers and significant stockholders, a large number of shares of our common stock becoming available for sale or the perception in the market that holders of a large number of shares intend to sell their shares. In connection with this offering, we and our directors, executive officers, Principal Stockholders and the selling stockholders have entered into lock-up agreements with the underwriters restricting sales of our common stock for 90 days after the date of this prospectus. Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, however, on behalf of the underwriters, may permit us, our directors, executive officers, Principal Stockholders and the selling stockholders who are subject to these lock-up agreements to sell shares prior to the end of the lock-up period.

Under the Stockholders' Agreement, each of Iconiq, Ms. Tucker and Mr. Spanicciati have agreed, subject to certain limited exceptions, not to transfer, sell, exchange, assign, pledge, hypothecate, convey or otherwise dispose of or encumber any shares of our common stock without the consent of Silver Lake Sumeru until the earlier of (i) two years following the completion our initial public offering, or

November 2, 2018, and (ii) Silver Lake Sumeru's reduction of its holdings of common stock following our initial public offering by 50%; provided, however, that each of Ms. Tucker and Mr. Spanicciati has the right to sell a number of shares equal to up to 1% of the total outstanding shares of our common stock annually pursuant to Rule 144 of the Securities Act. In connection with this offering, Silver Lake Sumeru has also consented to allow Iconiq to distribute up to approximately 2,100,000 shares of common stock (assuming that Silver Lake Sumeru sells the full amount of shares offered by this prospectus, inclusive of its portion of the underwriters' option to purchase additional shares) to its limited partners following the expiration of the lock-up agreements with the underwriters referred to above and prior to the date that is 180 days after the completion of this offering, which shares (to the extent held by non-affiliates of the Company) will be freely tradeable without restriction immediately following the distribution.

Following the expiration of the lock-up agreements referred to above, certain stockholders can require us to register shares of our capital stock owned by them for public sale in the United States. In addition, we filed a registration statement to register shares of our common stock reserved for future issuance under our equity incentive plans. As a result, subject to the satisfaction of applicable exercise periods, the shares of our common stock issued upon exercise of outstanding options to purchase shares of our common stock will be available for immediate resale in the United States in the open market.

Sales of our common stock as restrictions end or pursuant to registration rights may make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. These sales also could cause the market price of our common stock to decline and make it more difficult for you to sell shares of our common stock.

Provisions of our corporate governance documents could make an acquisition of the company more difficult and may impede attempts by our stockholders to replace or remove our current management, even if beneficial to our stockholders.

Our amended and restated certificate of incorporation and amended and restated bylaws and the Delaware General Corporation Law, or DGCL, contain provisions that could make it more difficult for a third-party to acquire us, even if doing so might be beneficial to our stockholders. Among other things:

- we have authorized but unissued shares of undesignated preferred stock, the terms of which may be established and the shares of which may be issued without stockholder approval, and which may include supermajority voting, special approval, dividend, or other rights or preferences superior to the rights of stockholders;
- we have a classified board of directors with staggered three-year terms;
- stockholder action by written consent will be prohibited from and, after the date on which the Principal Stockholders beneficially own, in the aggregate, less than 35% in voting power of our stock, entitled to vote generally in the election of directors;
- for as long as the Principal Stockholders beneficially own, in the aggregate, at least 40% in voting power of our stock entitled to vote generally in the election of directors, any amendment, alteration, rescission, or repeal of our amended and restated bylaws or our amended and restated certificate of incorporation by our stockholders will require the affirmative vote of 60% of the voting power of our stock entitled to vote thereon, voting together as a single class and at any time when the Principal Stockholders beneficially own, in the aggregate, less than 40% in voting power of our stock entitled to vote generally in the election of directors, any amendment, alteration, rescission, or repeal of our amended and restated bylaws or of certain provisions of our amended and restated certificate of incorporation by our stockholders will require the affirmative vote of the holders of at least 75% of the voting power of our stock entitled to vote thereon, voting together as a single class outstanding; and
- stockholders are required to comply with advance notice requirements for nominations for elections to our board of directors or for proposing matters that can be acted upon by

stockholders at stockholder meetings; provided, however, that such advance notice procedures will not apply to the Principal Stockholders at any time such person or entity owns in the aggregate at least 10% of the voting power of our stock entitled to vote generally in the election of directors.

Further, as a Delaware corporation, we are also subject to provisions of Delaware law, which may impair a takeover attempt that our stockholders may find beneficial. These anti-takeover provisions and other provisions under Delaware law could discourage, delay or prevent a transaction involving a change in control of the company, including actions that our stockholders may deem advantageous, or negatively affect the trading price of our common stock. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing and to cause us to take other corporate actions you desire. See “Description of Capital Stock”.

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 federal securities laws, and we have taken advantage of exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies” including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, 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 have relied 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. We will remain an “emerging growth company” until the last day of the fiscal year following the five-year anniversary of the completion of our initial public offering, although if the market value of our common stock that is held by non-affiliates exceeds $700 million as of the end of the second quarter of a fiscal year prior to the five-year anniversary, we would cease to be an “emerging growth company” as of the following December 31.

The requirements of being a public company may strain our resources, divert management’s attention, and affect our ability to attract and retain executive management and qualified board members.

As a public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the listing requirements of the exchanges and other markets upon which our common stock is listed, and other applicable securities rules and regulations. Compliance with these rules and regulations will increase our legal and financial compliance costs, 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 Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and 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. We will be required to disclose changes made in our internal control and procedures on a quarterly basis and we will be required to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting for the fiscal year 2017. However, our

independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until the later of the year following our first annual report required to be filed with the SEC, or the date we are no longer an "emerging growth company." As a result of the complexity involved in complying with the rules and regulations applicable to public companies, our management's attention may be diverted from other business concerns, which could adversely affect our business and operating results. Although we have already hired additional employees to assist us in complying with these requirements, we may need to hire more employees in the future or engage outside consultants, which will increase our operating expenses.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs, and making some activities more time-consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest substantial resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from business operations to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be adversely affected.

We also expect that being a public company and these new rules and regulations will make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly to serve on our audit committee and compensation committee, and qualified executive officers.

As a result of disclosure of information in this prospectus and in the filings required of a public company, our business and financial condition will become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business and operating results could be adversely affected, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our business and operating results.

We do not intend to pay dividends on our common stock, so any returns will be limited to changes in the value of our common stock.

We have never declared or paid any cash dividends on our common stock. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to the increase, if any, of our stock price, which may never occur.

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

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. If few securities analysts commence

coverage of us, or if industry analysts cease coverage of us, the trading price for our common stock would be negatively affected. If one or more of the analysts who cover us downgrade our common stock or publish inaccurate or unfavorable research about our business, our common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our common stock could decrease, which might cause our common stock price and trading volume to decline.

Our amended and restated bylaws designate a state or federal court located within the State of Delaware as the exclusive forum for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

Pursuant to our amended and restated bylaws, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (3) any action asserting a claim against us arising pursuant to any provision of the DGCL, or (4) any action asserting a claim against us that is governed by the internal affairs doctrine shall be a state or federal court located within the State of Delaware, in all cases subject to the court's having personal jurisdiction over indispensable parties named as defendants. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to this provision. The forum selection clause in our amended and restated bylaws may have the effect of discouraging lawsuits against us or our directors and officers and may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential” or “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- our ability to attract new customers and expand sales to existing customers;
- the retention of our customers;
- our ability to manage growth effectively;
- our future financial performance and ability to achieve and maintain profitability;
- our ability to provide successful enhancements, new features and modifications to our solutions;
- the success of a limited number of solutions for which we derive substantially all of our revenues;
- our relationships with technology vendors, professional services firms and business process outsourcers;
- breaches or unauthorized access to customer data;
- interruptions or performance problems associated with our solutions, platform and technology; and
- our ability to prevent serious errors or defects in our products.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this prospectus.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled “Risk Factors” and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus 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 and you should not place undue reliance on 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.

INDUSTRY AND MARKET DATA

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate, market opportunity and market size, is based on information from various sources, including reports we commissioned with Frost & Sullivan and an independent industry publication by Gartner Inc., or Gartner.

The Gartner Report(s) described herein, (the “Gartner Report(s)”) represent(s) research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. (“Gartner”), and are not representations of fact. Each Gartner Report speaks as of its original publication date (and not as of the date of this Prospectus) and the opinions expressed in the Gartner Report(s) are subject to change without notice. Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner’s research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

In certain instances where the Gartner Report is identified as the source of market and industry data contained in this prospectus, the applicable report is identified by superscript notations. The source of this data is provided below:

- Gartner, Magic Quadrant for Financial Corporate Performance Management Solutions, May 31, 2016, or the Gartner Report.

In presenting this information, we have also made assumptions based on such data and other similar sources and on our knowledge of the markets for our solutions. While we are not aware of any misstatements regarding any third-party information presented in this prospectus, estimates of third parties, particularly as they relate to projections, involve numerous assumptions, are subject to risks and uncertainties, and are subject to change based on various factors, including those described in the section titled “Risk Factors” and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates made by the third parties and by us.

USE OF PROCEEDS

We will not receive any proceeds from the sale of shares of common stock by the selling stockholders.

MARKET PRICE OF COMMON STOCK

Our common stock has been traded on the NASDAQ Global Select Market under the symbol "BL" since October 28, 2016. Prior to that time, there was no public market for our common stock. The following table sets forth, for the periods indicated, the high and low intraday sales prices for our common stock as reported on the NASDAQ Global Select Market.

	High	Low
Year Ended December 31, 2016:		
Fourth Quarter 2016 (from October 28, 2016)	$28.77	$21.66
Year Ended December 31, 2017:		
First Quarter 2017	$31.40	$25.95
Second Quarter 2017 (through May 19, 2017)	$33.71	$28.97

On May 19, 2017, the last reported sales price on the NASDAQ Global Select Market for our common stock was $32.33 per share.

Holders of Record

As of March 31, 2017, there were 126 shareholders of record. The number of record holders does not include beneficial holders who hold their shares in "street name," meaning that the shares are held for their accounts by a broker or other nominee. Accordingly, we believe that the total number of beneficial holders is higher than the number of our shareholders of record.

DIVIDEND POLICY

We have never declared or paid, any cash dividends on our common stock. We currently intend to retain all of our future earnings, if any, to finance our operations and do not anticipate paying any cash dividends on our common stock in the foreseeable future. Any future determination as to the declaration and payment of dividends will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects, and other factors our board of directors may deem relevant.

SELECTED CONSOLIDATED FINANCIAL DATA

The following tables summarize our consolidated financial data. You should read this selected consolidated financial data together with our "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

On September 3, 2013, we acquired BlackLine Systems, Inc., which we refer to as the "2013 Acquisition". Prior to the 2013 Acquisition, we had no significant operations. As a result, the consolidated financial statements for the periods from January 1, 2013 to September 2, 2013 are presented as BlackLine Systems, Inc., which we refer to as the Predecessor, and all subsequent periods are presented as BlackLine, Inc., which we refer to as the "Successor". The Successor financial statements reflect a new basis of accounting as a result of the 2013 Acquisition and therefore are not comparable to the Predecessor financial statements. We refer to the period from January 1, 2013 to September 2, 2013 as the 2013 Predecessor Period and the period from September 3, 2013 to December 31, 2013 as the 2013 Successor Period.

The consolidated statement of operations data for the years ended December 31, 2016, 2015 and 2014 and the consolidated balance sheet data at December 31, 2016 and 2015 are derived from, and qualified by reference to, our audited financial statements included elsewhere in this prospectus. The consolidated statements of operations data for the three months ended March 31, 2017 and 2016 and the consolidated balance sheet data as of March 31, 2017 are derived from the unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. The consolidated balance sheet data as of December 31, 2014 is derived from our audited financial statements not included in this prospectus. The consolidated statements of operations data for the 2013 Successor period and the consolidated balance sheet data as of December 31, 2013 are derived from the consolidated financial statements of the Successor not included in this prospectus. The consolidated statements of operations data for the 2013 Predecessor periods are derived from the audited financial statements of the Predecessor not included in this prospectus. Our unaudited interim condensed consolidated financial statements have been prepared on the same basis as our audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which consist only of normal recurring adjustments, necessary for the fair statement of those unaudited condensed consolidated financial statements. Our historical results are not necessarily indicative of the results that may be expected in the future.

Table of Contents

Consolidated Statements of Operations Data:

	Three Months Ended March 31,		Year Ended December 31,			2013 Successor	2013 Predecessor
	2017	2016	2016(1)	2015	2014	Period	Period
	(in thousands, except per share data)						
Revenues							
Subscription and support	$ 37,051	$ 25,328	$117,524	$ 80,080	$ 49,029	$ 7,723	$ 21,977
Professional services	1,583	1,233	5,599	3,527	2,648	860	1,407
Total revenues	38,634	26,561	123,123	83,607	51,677	8,583	23,384
Cost of revenues							
Subscription and support	7,777	5,961	25,900	19,773	14,380	4,346	4,442
Professional services	1,455	979	4,311	2,956	2,218	499	1,145
Total cost of revenues(2)(3)	9,232	6,940	30,211	22,729	16,598	4,845	5,587
Gross profit	29,402	19,621	92,912	60,878	35,079	3,738	17,797
Operating expenses							
Sales and marketing(2)(3)	23,496	18,169	77,810	56,546	31,837	6,895	10,453
Research and development(2)	5,948	5,272	21,125	18,216	9,705	2,225	4,738
General and administrative(2)(3)(4)(5)	8,253	5,979	27,911	20,928	11,716	4,461	12,564
Total operating expenses	37,697	29,420	126,846	95,690	53,258	13,581	27,755
Loss from operations	(8,295)	(9,799)	(33,934)	(34,812)	(18,179)	(9,843)	(9,958)
Other expense							
Interest income (expense), net	220	(861)	(5,932)	(3,215)	(3,047)	(781)	(22)
Change in fair value of the common stock warrant liability	(1,000)	—	(5,880)	(420)	(3,700)	—	—
Other expense, net	(780)	(861)	(11,812)	(3,635)	(6,747)	(781)	(22)
Loss before income taxes	(9,075)	(10,660)	(45,746)	(38,447)	(24,926)	(10,624)	(9,980)
Benefit from income taxes	(65)	(1,325)	(6,587)	(13,713)	(8,174)	(3,954)	21
Net loss	$ (9,010)	$ (9,335)	$ (39,159)	$(24,734)	$(16,752)	$ (6,670)	$ (10,001)
Net loss per share, basic and diluted	$ (0.18)	$ (0.23)	$ (0.92)	$ (0.61)	$ (0.42)	$ (0.17)	$ (0.12)
Weighted average common shares outstanding, basic and diluted	51,282	40,689	42,497	40,579	40,089	40,019	82,250

(1) On August 31, 2016, we completed the Runbook Acquisition. The Runbook Acquisition has been accounted for as a business combination. The results of Runbook have been included in our consolidated results of operations for the period subsequent to the acquisition date. See Note 4 of notes to our consolidated financial statements included in this prospectus.

(2) The following table presents stock-based compensation included in each respective expense category:

	Three Months Ended March 31,		Year Ended December 31,			2013 Successor	2013 Predecessor
	2017	2016	2016	2015	2014	Period	Period
	(in thousands)						
Cost of revenues	$ 250	$ 141	$ 715	$ 466	$ 249	$ —	$ 86
Sales and marketing	660	672	2,490	2,418	1,059	—	124
Research and development	83	161	809	588	229	—	330
General and administrative	856	651	2,512	2,025	480	—	360
	$ 1,849	$ 1,625	$ 6,526	$ 5,497	$ 2,017	$ —	$ 900

(3) The following table presents the amortization of intangible assets included in each respective expense category:

	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016	Year Ended December 31, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014	2013 Successor Period	2013 Predecessor Period
	(in thousands)						
Cost of revenues	$ 1,704	$ 1,534	$ 6,368	$ 6,139	$ 6,139	$ 2,048	$ —
Sales and marketing	965	872	3,605	3,487	3,487	1,162	—
General and administrative	661	617	2,532	2,466	2,466	821	—
	$ 3,330	$ 3,023	$ 12,505	$ 12,092	$ 12,092	$ 4,031	$ —

(4) General and administrative expenses include increases in fair value of contingent consideration of $0.1 million, $0.1 million, $0.4 million, and $41,000 for the three months ended March 31, 2017 and 2016 and the years ended December 31, 2016 and 2015, respectively, and a decrease in fair value of contingent consideration of $0.8 million for the year ended December 31, 2014.

(5) General and administrative expenses include acquisition-related costs totaling $1.6 million, $1.6 million and $5.6 million for the year ended December 31, 2016, the 2013 Successor Period and the 2013 Predecessor Period, respectively.

Consolidated Balance Sheet Data:

	As of March 31, 2017	As of March 31, 2016	As of December 31, 2016	As of December 31, 2015	As of December 31, 2014	As of December 31, 2013
	(in thousands)					
Cash and cash equivalents	$ 23,448	$ 13,464	$ 22,118	$ 15,205	$ 25,707	$ 14,855
Marketable securities	77,868	—	83,130	—	—	—
Total assets	416,235	285,171	420,437	286,750	285,550	275,025
Deferred revenue	88,347	56,550	80,360	52,750	34,574	17,328
Deferred revenue, noncurrent	2,400	—	2,373	—	—	—
Capital lease obligations, net of current portion	—	434	—	558	—	—
Long-term debt	—	33,668	—	28,267	25,673	23,132
Total stockholders' equity	284,346	158,615	291,410	166,168	183,947	193,852

Key Metrics

We regularly review a number of metrics, including the following key metrics, to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections, and make strategic decisions. Each of the metrics below excludes the impact of the Runbook Acquisition.

	Three Months Ended March 31 2017	Three Months Ended March 31 2016	Year Ended December 31, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014	Year Ended December 31, 2013
Dollar-based net revenue retention rate	117%	120%	116%	120%	118%	120%
Number of customers (as of end of period)	1,850	1,411	1,758	1,338	987	738
Number of users (as of end of period)	171,423	137,341	166,903	128,726	93,665	67,387

Dollar-based net revenue retention rate. We believe that dollar-based net revenue retention rate is an important metric to measure the long-term value of customer agreements and our ability to retain and grow our relationships with existing customers over time. We calculate dollar-based net revenue retention rate as the implied monthly subscription and support revenue at the end of a period

for the base set of customers from which we generated subscription revenue in the year prior to the calculation, divided by the implied monthly subscription and support revenue one year prior to the date of calculation for that same customer base. This calculation does not reflect implied monthly subscription and support revenue for new customers added during the one-year period but does include the effect of customers who terminated during the period. We define implied monthly subscription and support revenue as the total amount of minimum subscription and support revenue contractually committed to, under each of our customer agreements over the entire term of the agreement, divided by the number of months in the term of the agreement.

Number of customers. We believe that our ability to expand our customer base is an indicator of our market penetration and the growth of our business. We define a customer as an entity with an active subscription agreement as of the measurement date. In situations where an organization has multiple subsidiaries or divisions, each entity that is invoiced as a separate entity is treated as a separate customer. However, where an existing customer requests its invoice be divided for the sole purpose of restructuring its internal billing arrangement without any incremental increase in revenue, such customer continues to be treated as a single customer. For the years ended December 31, 2016, 2015 and 2014, the 2013 Successor Period, the 2013 Predecessor Period and the three months ended March 31, 2017 and 2016, no single customer accounted for more than 10% of our total revenues.

Number of users. Since our customers generally pay fees based on the number of users of our platform within their organization, we believe the total number of users is an indicator of the growth of our business. We are also beginning to sell an increasing number of non-user based strategic products.

Non-GAAP Financial Measures

In addition to our results determined in accordance with GAAP, we believe the non-GAAP measures below are useful to us and our investors in evaluating our business. These non-GAAP financial measures are useful because they provide consistency and comparability with our past performance, facilitate period-to-period comparisons of operations, and facilitate comparisons with other peer companies, many of which use similar non-GAAP financial measures to supplement their GAAP results.

	Three Months Ended March 31,		Year Ended December 31,			
	2017	2016	2016	2015	2014	2013
	(in thousands, except percentages)					
Non-GAAP Revenues	$ 38,634	$ 26,561	$123,839	$ 83,607	$56,629	$38,012
Non-GAAP Gross Profit	$ 31,356	$ 21,296	$100,711	$ 67,483	$46,419	$29,714
Non-GAAP Gross Margin	81.2%	80.2%	81.3%	80.7%	82.0%	78.2%
Non-GAAP Net Loss	$ (2,900)	$ (5,893)	$ (16,478)	$(20,114)	$ (2,550)	$ (1,604)

Non-GAAP Revenues. Non-GAAP revenues are defined as GAAP revenues adjusted for the impact of purchase accounting resulting from the 2013 Acquisition and the Runbook Acquisition. Upon the completion of the 2013 Acquisition and the Runbook Acquisition, deferred revenue was recorded at fair value, resulting in a reduction from its then carrying value. The reduction associated with the 2013 Acquisition resulted in reduced revenue for the year ended December 31, 2014 and the 2013 Successor Period, and the reduction associated with the Runbook Acquisition resulted in reduced revenue for the year ended December 31, 2016. Our non-GAAP revenues for the year ended December 31, 2013 combines the GAAP revenues for the 2013 Predecessor Period and the 2013 Successor Period adjusted for the purchase accounting adjustment. The impact of purchase accounting related to the Runbook Acquisition reduced recorded GAAP revenues during the quarters ended September 30, 2016 and December 31, 2016, but did not impact GAAP revenues for the three

months ended March 31, 2016. The purchase accounting adjustment related to the Runbook Acquisition for the quarter ended March 31, 2017 was not meaningful and was thus not presented. We believe that presenting non-GAAP revenues is useful to investors as it eliminates the impact of the purchase accounting adjustment to revenues to allow for a direct comparison of revenues between periods.

Non-GAAP Gross Profit and Non-GAAP Gross Margin. Non-GAAP gross profit is defined as non-GAAP revenues less GAAP cost of revenue adjusted for the impact of purchase accounting resulting from the 2013 Acquisition and the Runbook Acquisition, the amortization of acquired developed technology resulting from the 2013 Acquisition and the Runbook Acquisition, and stock-based compensation. Non-GAAP gross margin is defined as non-GAAP gross profit divided by non-GAAP revenues. Our non-GAAP Gross Profit and non-GAAP Gross Margin for the year ended December 31, 2013 combines the GAAP Gross Profit and GAAP Gross Margin for the 2013 Predecessor Period and the 2013 Successor Period adjusted for these adjustments. We believe that presenting non-GAAP gross margin is useful to investors as it eliminates the impact of certain non-cash expenses and allows a direct comparison of gross margin between periods.

Non-GAAP Net Loss. Non-GAAP net loss is defined as GAAP net loss adjusted for the impact of the benefit from income taxes that we were able to recognize as a result of the deferred tax liabilities associated with the intangible assets established upon the 2013 Acquisition and the Runbook Acquisition, the impact of purchase accounting to revenues resulting from the 2013 Acquisition and the Runbook Acquisition, amortization of acquired intangible assets resulting from the 2013 Acquisition and the Runbook Acquisition, stock-based compensation, accretion and write-off of debt discount pertaining to our credit facility, accretion and write-off of warrant discount relating to warrants issued in connection with our credit facility, the change in the fair value of contingent consideration, the change in fair value of the common stock warrant liability, acquisition-related costs for the 2013 Acquisition and the Runbook Acquisition, and one-time cash payments to stock option holders in connection with the 2013 Acquisition. Our non-GAAP Net Loss for the year ended December 31, 2013 combines the GAAP Net Loss for the 2013 Predecessor Period and the 2013 Successor Period adjusted for these adjustments. We believe that presenting non-GAAP net loss is useful to investors as it eliminates the impact of items that have been impacted by the 2013 Acquisition and the Runbook Acquisition, purchase accounting and other related costs in order to allow a direct comparison of net loss between current and future periods.

The benefit from income taxes excluded from our GAAP net loss represents income tax benefits that we were able to recognize as a result of the deferred tax liabilities associated with the intangible assets established upon the 2013 Acquisition and the Runbook Acquisition. We believe that the realization of the deferred tax assets is not more likely than not. Accordingly, we have established a valuation allowance against our deferred tax assets. For 2016 and 2017 we will no longer be able to fully recognize a tax benefit, which will result in a lower effective income tax benefit than for the years ended December 31, 2015 and 2014. Accordingly, we believe that presenting non-GAAP net loss without this income tax benefit is useful to investors to enhance comparability of our results among periods. We have not excluded income tax expense relating to our international operations where we are not able to recognize a tax benefit from our deferred tax liabilities associated with the intangible assets established upon the 2013 Acquisition and the Runbook Acquisition as we expect that this will continue to be reflected in our future statements of operations.

The purchase accounting adjustment to revenue resulting from the 2013 Acquisition and the Runbook Acquisition impacted the 2013 and 2014 periods and the 2016 period, respectively, and the purchase accounting adjustment to revenue resulting from the Runbook Acquisition is not expected to have a material impact our 2017 results, and, as a result, these amounts have been excluded from GAAP loss to enhance comparability to other periods presented.

Amortization of intangibles includes the amortization expense associated with the developed technology, trademarks, non-compete agreements, and customer relationships that were capitalized as a result of the 2013 Acquisition and the Runbook Acquisition. These amortization expenses would not have been incurred absent the 2013 Acquisition and the Runbook Acquisition and are excluded from GAAP net loss to enhance comparability to competitors that did not undergo a similar transaction or recognize similar intangible assets.

We have excluded the effect of stock-based compensation expense in calculating our non-GAAP net loss. Although stock-based compensation is a key incentive offered to our employees and directors, we continue to evaluate our performance excluding stock-based compensation expense. We record stock-based compensation expense related to grants of options and, depending on the size, timing, and the terms of the grants, stock-based compensation expense may vary significantly.

We incurred additional indebtedness to fund the 2013 Acquisition and the Runbook Acquisition, and this indebtedness gave rise to debt and warrant discounts that we accreted through interest expense. The accretion of debt and warrant discounts were excluded from GAAP net loss as these costs would not have been incurred without the 2013 Acquisition and the Runbook Acquisition. The accretion of debt discounts for financing transactions not used to fund the 2013 Acquisition and the Runbook Acquisition were not included in the reconciliation to non-GAAP net income (loss) as these financings were used to finance general corporate matters.

Contingent consideration represents the cash consideration required to be paid to certain equity holders if we realize a tax benefit from the net operating losses generated from stock options exercised concurrent with the 2013 Acquisition. Changes in the fair value of contingent consideration liability primarily reflects changes in the expected timing of our ability to utilize the net operating losses. This liability would not exist had the 2013 Acquisition not occurred and thus we exclude changes in the fair value of contingent consideration from our GAAP net loss.

Common stock warrants were issued in conjunction with debt used to fund the 2013 Acquisition and the value of these warrants is impacted by a number of factors not directly attributable to our financial performance, including factors affecting our stock price and the volatility of peer companies' stock price. Accordingly, for our internal financial measures we exclude the change in the fair value of common stock warrants from our GAAP net loss.

The acquisition-related costs in 2016 and the acquisition-related costs in 2013 as well as compensation costs for payments to stock option holders were a direct result of the Runbook Acquisition and the 2013 Acquisition, respectively, and we have excluded them from GAAP net loss for each respective period to enhance comparability of our results between periods.

We believe that presenting non-GAAP net loss is useful to investors as it eliminates the impact of items that have been impacted by the 2013 Acquisition and the Runbook Acquisition, purchase accounting and other related costs in order to allow a direct comparison of net loss between current and future periods.

Our non-GAAP financial measures have limitations as analytical tools and you should not consider them in isolation or as a substitute for an analysis of our results under GAAP. There are a number of limitations related to the use of these non-GAAP financial measures versus their nearest GAAP equivalents. First, non-GAAP revenues, non-GAAP gross profit, non-GAAP gross margin and non-GAAP net loss are not substitutes for revenue, gross profit, gross margin and net loss, respectively. Second, these non-GAAP financial measures may not provide information directly comparable to measures provided by other companies in our industry, as those other companies may calculate their non-GAAP financial measures differently, particularly related to adjustments for

acquisition accounting and non-recurring expenses. Third, these non-GAAP measures exclude certain recurring expenses that have been and will continue to be significant expenses of our business.

Reconciliation of Non-GAAP Financial Measures

The following table presents a reconciliation of revenues, gross profit, gross margin and net loss, the most comparable GAAP measures, to non-GAAP revenues, non-GAAP gross profit, non-GAAP gross margin and non-GAAP net loss:

	Three Months Ended March 31,		Year Ended December 31,			2013	2013	2013
	2017	2016	2016	2015	2014	Combined	Successor Period	Predecessor Period
			(in thousands, except percentages)					
Non-GAAP Revenues								
Revenues	$ 38,634	$ 26,561	$123,123	$ 83,607	$ 51,677	$ 31,967	$ 8,583	$ 23,384
Purchase accounting adjustment to revenues(1)	—	—	716	—	4,952	6,045	6,045	—
Total Non-GAAP Revenues	$ 38,634	$ 26,561	$123,839	$ 83,607	$ 56,629	$ 38,012	$ 14,628	$ 23,384
Non-GAAP Gross Profit:								
Gross profit	$ 29,402	$ 19,621	$ 92,912	$ 60,878	$ 35,079	$ 21,535	$ 3,738	$ 17,797
Purchase accounting adjustment to revenues(1)	—	—	716	—	4,952	6,045	6,045	—
Amortization of developed technology	1,704	1,534	6,368	6,139	6,139	2,048	2,048	—
Stock-based compensation expense	250	141	715	466	249	86	—	86
Total Non-GAAP Gross Profit	$ 31,356	$ 21,296	$100,711	$ 67,483	$ 46,419	$ 29,714	$ 11,831	$ 17,883
Gross Margin	76.1%	73.9%	75.5%	72.8%	67.9%	67.4%	43.6%	76.1%
Non-GAAP Gross Margin	81.2%	80.2%	81.3%	80.7%	82.0%	78.2%	80.9%	76.5%
Non-GAAP Net Loss:								
Net Loss	$ (9,010)	$ (9,335)	$ (39,159)	$(24,734)	$(16,752)	$ (16,671)	$ (6,670)	$ (10,001)
Benefit from income taxes	(162)	(1,402)	(6,956)	(13,934)	(8,282)	(3,972)	(3,972)	—
Purchase accounting adjustment to revenues(1)	—	—	716	—	4,952	6,045	6,045	—
Amortization of intangibles	3,330	3,023	12,505	12,092	12,092	4,031	4,031	—
Stock-based compensation expense	1,849	1,625	6,526	5,497	2,017	900	—	900
Accretion and write-off of debt discount	—	65	1,303	228	228	57	57	—
Accretion and write-off of warrant discount	—	69	754	276	276	74	74	—
Change in fair value of contingent consideration	93	62	371	41	(781)	—	—	—
Change in fair value of the common stock warrant liability	1,000	—	5,880	420	3,700	—	—	—
Acquisition-related costs	—	—	1,582	—	—	7,220	1,634	5,586
Compensation costs for payments to stock option holders in association with the 2013 Acquisition	—	—	—	—	—	712	—	712
Total Non-GAAP Net Loss	$ (2,900)	$ (5,893)	$ (16,478)	$(20,114)	$ (2,550)	$ (1,604)	$ 1,199	$ (2,803)

(1) The purchase accounting adjustment for the quarter ended March 31, 2017 related to the Runbook Acquisition was not meaningful and was thus not presented. The Company is presenting non-GAAP net revenues for consistency with prior presentations.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read together with our consolidated financial statements and accompanying notes included elsewhere within this prospectus. This discussion includes both historical information and forward-looking information that involves risk, uncertainties and assumptions. Our actual results may differ materially from management's expectations as a result of various factors, including, but not limited to, those discussed in the section entitled "Risk Factors."

Overview

We have created a comprehensive cloud-based software platform designed to transform and modernize accounting and finance operations for organizations of all types and sizes. Our secure, scalable platform supports critical accounting processes such as the financial close, account reconciliations, intercompany accounting, and controls assurance. By introducing software to automate these processes and to enable them to function continuously, we empower our customers to improve the integrity of their financial reporting, increase efficiency in their accounting and finance processes and enhance real-time visibility into their operations.

As of March 31, 2017, we had more than 1,800 customers with over 170,000 users in over 130 countries exclusive of the Runbook Acquisition. Additionally, we continue to build strategic relationships with technology vendors, professional services firms, business process outsourcers, and resellers.

We are a holding company and conduct our operations through our wholly-owned subsidiary, BlackLine Systems, Inc. BlackLine Systems, Inc. funded its business with investments from our founder and cash flows from operations until September 3, 2013, when we acquired BlackLine Systems, Inc. and Silver Lake Sumeru and Iconiq acquired a controlling interest in us, which we refer to as the "2013 Acquisition." We refer to Silver Lake Sumeru and Iconiq collectively as our "Investors." The 2013 Acquisition was accounted for as a business combination under GAAP and resulted in a change in accounting basis as of the date of the 2013 Acquisition.

Our platform consists of eight core cloud-based products, including Transaction Matching, Account Reconciliations, Consolidation Integrity Manager, Daily Reconciliations, Journal Entry, Variance Analysis, Task Management and Insights. Customers typically purchase these products in packages that we refer to as solutions, but they have the option to purchase these products individually. Current solutions include Finance Transformation, Accounting Process Automation, Close Process Management, Balance Sheet Integrity, Intercompany Hub and Smart Close.

We derived approximately 92% of our revenue from subscription and support to our cloud-based software platform, approximately 4% from our legacy on-premise software and approximately 4% from professional services for the three months ended March 31, 2017. The majority of subscriptions are sold through one-year non-cancellable contracts, with a growing percentage of subscriptions sold through three-year contracts. We price our subscriptions based on a number of factors, primarily the number of users having access to the products and the number of products purchased by the customer. Subscription revenue is recognized ratably over the term of the customer agreement. The first year of subscription fees are typically payable within 30 days after execution of a contract, and thereafter upon renewal.

Professional services consist of implementation and consulting services. Although our platform is ready to use immediately after a new customer has access to it, we typically help customers implement our solutions for a fixed fee, which is initially recorded as deferred revenue and recognized on a

proportional performance basis as the services are performed. We also provide consulting services to help customers optimize the use of our products. We charge customers for our consulting services on a time-and-materials basis and we recognize that revenue as services are performed.

We typically invoice customers annually in advance for annual and multi-year subscriptions and invoice in advance or on a time-and-materials basis for professional services. We record amounts invoiced for portions of annual subscription periods that have not occurred or services that have not been performed as deferred revenue on our consolidated balance sheet.

We sell our platform primarily through our direct sales force, which leverages our relationships with technology vendors, professional services firms and business process outsourcers. In particular, we have a strategic relationship with SAP. Our solution is an SAP-endorsed business solution that integrates with SAP's ERP solutions. Under our agreement with SAP, which we entered into in 2013, we pay SAP a fee based on a percentage of revenues from our new customers that use an SAP ERP system. We continue to pay SAP a fee for these customers over the term of their subscription agreements. For the three months ended March 31, 2017, revenues from our customers under this agreement accounted for $6.8 million, or approximately 18%, of our total revenues. For the year ended December 31, 2016, revenues from our customers under this agreement accounted for $20.7 million, or approximately 17%, of our total revenues. For the year ended December 31, 2015, revenues from our customers under this agreement accounted for $9.4 million, or approximately 11%, of our total revenues. Additionally, we are expanding our channel of resellers, particularly in markets outside of the United States.

We target our sales and marketing efforts at both enterprise and mid-market businesses. We define the enterprise market as companies with greater than $500 million in annual revenue, and we define mid-market as companies with between $50 and $500 million in annual revenue. For the three months ended March 31, 2017, sales to enterprise and mid-market customers represented 84% and 16% of our revenues, respectively. For the years ended December 31, 2016 and 2015 sales to enterprise customers represented 85% and 86%, respectively, while sales to mid-market customers represented and 15% and 14% of our revenues, respectively. Additionally, we target our efforts at both new customers and existing customers. Existing customers may renew their subscriptions and broaden the deployment of our platform across their organizations by increasing the number of users accessing our platform or by adding additional products. We have historically signed a higher percentage of agreements with new customers, as well as renewal agreements with existing customers, in the fourth quarter of each year and usually during the last month of the quarter. This can be attributed to buying patterns typical in the software industry. As the terms of most of our customer agreements are measured in full year increments, agreements initially entered into the fourth quarter or last month of any quarter will generally come up for renewal at that same time in subsequent years. This seasonality is reflected in our revenues, though the impact to overall annual or quarterly revenues is minimal due to the fact that we recognize subscription revenue ratably over the term of the customer contract.

We believe the addressable market for our platform is large and growing. According to a study we commissioned with Frost & Sullivan, in 2015, there were more than 165,000 corporate organizations worldwide that are in our addressable market with revenues greater than $50 million. As a result, we expect to continue to grow our direct sales team and to expand our relationships with technology vendors, professional services firms, business process outsourcers, and resellers. We also intend to continue to invest in research and development to extend the functionality of our platform and develop new solutions and features.

For the years ended December 31, 2016, 2015 and 2014, we had revenues of $123.1 million, $83.6 million and $51.7 million respectively, and we incurred net losses of $39.2 million, $24.7 million and $16.8 million, respectively. For the three months ended March 31, 2017 and 2016, we had revenues of $38.6 million and $26.6 million, respectively, and we incurred net losses of $9.0 million and $9.3 million, respectively.

On November 2, 2016, we completed our initial public offering and raised net proceeds of approximately $151.9 million and used $67.7 million of the proceeds to repay all amounts outstanding under our credit facility.

Runbook Acquisition

On August 31, 2016, we completed our acquisition of Runbook Company B.V., or Runbook, a Netherlands-based provider of financial close automation software and integration solutions for SAP customers, or the Runbook Acquisition. We acquired Runbook to enhance the connectivity and integration of our platform to SAP and other systems. We believe this acquisition enhances our position as a leading provider of software solutions to automate the financial close process for SAP customers and supports our European expansion strategy.

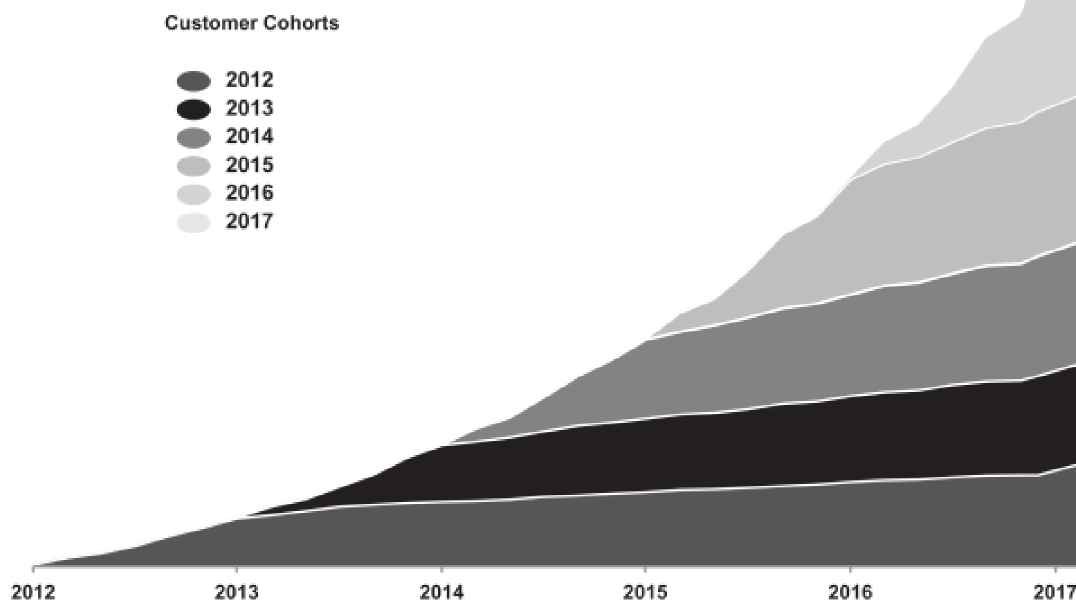
The aggregate purchase consideration of $34.1 million for the Runbook Acquisition, which is subject to final working capital working adjustments, was paid in cash on the acquisition date. The estimated purchased working capital included approximately $2.6 million in cash. We amended our credit facility to add an additional term loan pursuant to which we borrowed $30.0 million and used the proceeds and cash on hand to fund the acquisition. In connection with our initial public offering, we repaid all amounts outstanding under the term loan. We incurred $1.6 million in transaction costs and fees to complete the Runbook Acquisition.

Runbook's revenues consist of license fees associated with the sale of its on-premise software, post-contract support, and professional services required to implement its solutions and train its customers.

Factors Affecting Performance

We believe that our future performance will depend on many factors, including those described below. While these areas present significant opportunity, they also present risks that we must manage to achieve successful results. See the section titled "Risk Factors". If we are unable to address these challenges, our business and operating results could be adversely affected.

Expansion and Further Penetration of Our Customer Base. We employ a "land-and-expand" sales strategy that focuses on efficiently acquiring new customers and growing our relationships with existing customers over time. As the chart below illustrates, we have a history of attracting new customers and expanding their revenue with us over time. Building upon this success, we believe significant opportunity exists for us to acquire new customers in both the enterprise and mid-market segments across all geographies, as well as expand the use of our platform by selling additional products and increasing the number of users within our current customers' organizations.



The chart reflects annualized subscription and support revenue for the group of customers that became our customers in each respective cohort year. A "cohort" is a grouping of customers by the year specified. For instance, the 2012 cohort includes all customers whose contract start date is between January 1, 2012 and December 31, 2012. We calculate annualized subscription and support revenue at a particular date as the total amount of minimum subscription and support revenue contractually committed under each of our customer agreements for that month through the remaining term of the agreement, divided by the remaining number of months in the term of the agreement, multiplied by twelve. Our annualized subscription and support revenue as of March 31, 2017 for each of our 2012, 2013, 2014, 2015, 2016 and 2017 customer cohorts represented an increase over the initial annualized subscription and support revenue for such customer cohorts of 3.4x, 2.3x, 1.9x, 1.5x, 1.2x and 1.0x, respectively. We calculate initial annualized subscription and support revenue for any given cohort year as the sum of annualized subscription and support revenue as of the first month of each customer agreement that was entered into within that given cohort year. Accordingly, in contrast to annualized subscription and support revenue, initial annualized subscription and support revenue does not reflect any changes in the payments due under or the duration of customer agreements following the first month of the customer agreement. The above chart excludes the impact of the Runbook Acquisition.

Investment in Growth. We plan to continue to invest in our business so that we can capitalize on our market opportunity. We intend to continue to grow our global sales and marketing team to acquire new customers and to increase sales to existing customers. We intend to continue to grow our research and development team to extend the functionality and range of our applications to bring new and improved solutions to accounting and finance. However, we expect our sales and marketing expenses and research and development expenses as a percentage of revenues to decrease over time as we grow our revenues and gain economies of scale by increasing our customer base and increase sales to our existing customer base. We believe that these investments will contribute to our long-term growth, although they may adversely affect our profitability in the near term.

Leveraging Strategic Relationships. We plan to continue to strengthen and expand our relationships with technology vendors, professional services firms, business process outsourcers, and resellers. These relationships enable us to increase the speed of deployment and offer a wider range of integrated services to our customers. We intend to support these existing relationships, seek additional relationships and further expand our channel of resellers to help us increase our presence in existing markets and to expand into new markets. Our business and results of operations will be significantly affected by our success in leveraging and expanding these relationships.

Market Adoption of Our Platform. A key focus of our sales and marketing efforts is creating market awareness about the benefits of our cloud-based SaaS platform. The market for SaaS solutions for accounting and finance is less mature than the market for on-premise accounting and finance software applications, and potential customers may be slow or unwilling to migrate from their legacy solutions such as spreadsheets, manual processes or home grown solutions. It is difficult to predict customer adoption rates and demand, the future growth rate and size of the SaaS platform for accounting and finance market or the entry of competitive solutions. Our business and operating results will be significantly affected by the degree to, and speed with, which organizations adopt our solutions.

Key Metrics

We regularly review a number of metrics, including the following key metrics, to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections, and make strategic decisions. Each of the metrics below exclude the impact of the Runbook Acquisition.

	Three Months Ended March 31		Year Ended December 31,		
	2017	2016	2016	2015	2014
Dollar-based net revenue retention rate	117%	120%	116%	120%	118%
Number of customers (as of end of period)	1,850	1,411	1,758	1,338	987
Number of users (as of end of period)	171,423	137,341	166,903	128,726	93,665

For additional information, refer to “Selected Consolidated Financial Data—Key Metrics”.

Key Components of our Results of Operations

Revenues

Subscription and support. The majority of subscriptions are sold through one-year non-cancellable contracts and a growing percentage of subscriptions are sold through three-year contracts. Fees are based on a number of factors, including the number of users having access to the products and the number of products purchased by the customer. The first year of subscription fees are typically payable within 30 days after execution of a contract, and thereafter upon renewal. We initially record the subscription fees as deferred revenue and recognize revenue on a straight-line basis over the term of the agreement. At any time during the subscription period, customers may increase their number of users and add products. Additional fees are payable for the remainder of the initial or renewed contract term. Customers may only reduce their number of users or subscription to products upon renewal of their arrangement. Revenues from subscriptions to our cloud-based software platform comprised approximately 92% of our revenues for the three months ended March 31, 2017.

Subscription and support revenues also include revenues associated with sales of on-premise software licenses and related support. Prior to our migration to SaaS in 2012, we licensed our legacy

on-premise software. We no longer develop any new applications or functionality for our legacy on-premise software, but we continue to provide post-contract support to five customers that had not migrated to our SaaS solution as of December 31, 2016.

On August 31, 2016, we acquired Runbook. We plan to migrate Runbook's licensed products to a cloud-based platform, but we continue to sell Runbook's on-premise software to existing Runbook customers and provide post-contract support and implementation services.

Revenues recognized from sales of software licenses, support and implementation services related to software arrangements comprised 4% and less than one-half of 1% of total revenues for the three months ended March 31, 2017 and 2016, respectively, and less than 1% and 1% of total revenues for the years ended December 31, 2016 and 2015, respectively.

Professional services. We offer our customers implementation and consulting services. Although our platform is ready to use immediately after a new customer has access to it, we typically help customers implement our solutions for a fixed fee and we recognize revenue over the period such services are performed. We also provide consulting and training services to help customers optimize the use of our products. We charge customers for our consulting and training services on a time-and-materials basis and we recognize revenue as services are performed. Professional services revenues comprised approximately 4% of our revenues for the three months ended March 31, 2017.

For a description of our revenue accounting policies, see "Management's Discussion and Analysis of Financial Condition and Results of Operations-Critical Accounting Policies and Estimates."

Cost of Revenues

Subscription and support cost of revenues. Subscription and support cost of revenues primarily consists of amortization of developed technology costs resulting from the 2013 Acquisition and the Runbook Acquisition, salaries, benefits and stock-based compensation associated with our hosting operations and support personnel, data center costs related to hosting our cloud-based software, and amortization of capitalized internal-use software costs. We also allocate a portion of overhead to subscription and support cost of revenues.

Professional services costs of revenues. Costs associated with providing professional services primarily consist of salaries, benefits and stock-based compensation associated with our implementation personnel. These costs are expensed as incurred when the services are performed. We also allocate a portion of overhead to professional services cost of revenues.

Operating Expenses

Sales and marketing. Sales and marketing expenses consist primarily of personnel costs of our sales and marketing employees, including salaries, sales commissions and incentives, benefits and stock-based compensation expense, travel and related costs, commissions paid in connection with our strategic relationships, outside consulting fees, marketing programs, including lead generation, costs of our annual conference, advertising, and trade shows, other event expenses, and allocated overhead costs. We defer sales and partner commissions and amortize them ratably over the term of the corresponding subscription agreement. Sales and marketing expenses also include amortization of customer relationship intangible assets. We expect sales and marketing expenses will increase as we expand our direct sales teams and increase sales through our strategic relationships and resellers.

Research and development. Research and development expenses consist primarily of salaries, benefits and stock-based compensation associated with our engineering, product and quality

assurance personnel and allocated overhead costs. Research and development expenses also include the cost of third-party contractors. Other than internal-use software development costs that qualify for capitalization, research and development costs are expensed as incurred. We expect research and development costs to increase as we develop new solutions and make improvements to our existing platform.

General and administrative. General and administrative expenses consist primarily of salaries, benefits and stock-based compensation associated with our executive, finance, legal, human resources, compliance, and other administrative personnel, accounting, auditing and legal professional services fees, recruitment costs, other corporate-related expenses, and allocated overhead costs. General and administrative expenses also include amortization of covenant not to compete and tradename intangible assets, foreign exchange gains and losses, as well as acquisition-related costs to business combinations and the change in fair value of contingent consideration. We expect that general and administrative expenses will increase as we incur the costs of compliance associated with being a publicly-traded company, including legal, audit and consulting fees.

Interest Income (Expense)

Interest income (expense), net consists primarily of interest expense from borrowings under our credit facility and amortization of debt discounts and issuance costs. We repaid in full all outstanding debt and terminated our credit facility in November 2016. In connection with the termination of our credit facility, we expensed the then-unamortized debt discounts and issuance costs.

Change in Fair Value of Common Stock Warrant Liability

We issued warrants to purchase common stock in connection with our credit facility. The warrants are measured at fair value each period, with changes in fair value recorded in our consolidated statement of operations. The warrants will continue to be measured at fair value each period until the earlier of their exercise or termination. Increases in the fair value of our common stock will result in an increase in the fair value of our common stock warrant liability and a corresponding increase in our net loss.

Benefit from Income Taxes

We are subject to federal and state income taxes in the United States and taxes in foreign jurisdictions. As of December 31, 2016, we were in a net deferred tax liability position primarily as a result of intangible assets acquired in the Runbook Acquisition. This deferred tax liability and the deferred tax liabilities previously recorded as a result of the 2013 Acquisition have been an available source of income to realize our losses in foreign and U.S. jurisdictions and accordingly, we have recorded an income tax benefit in our statement of operations.

We record a valuation allowance against our deferred tax assets to the extent that realization of the deferred tax assets, including consideration of our deferred tax liabilities, is not more likely than not. For the year ended December 31, 2016, for both federal and state income taxes, our deferred assets exceeded our deferred tax liabilities and because of our recent history of operating losses we believe that the realization of the deferred tax assets is currently not more likely than not. Accordingly, we have recorded a valuation allowance against our federal and state deferred tax assets. Taxes for international operations are not material for the years ended December 31, 2016, 2015 and 2014.

Our effective tax rate for the periods presented differs from the U.S. federal tax rate of 34% due primarily to the valuation allowance on our federal and state net deferred tax assets, expenses not deductible for income tax purposes including the change in fair value of common stock warrants, state taxes, acquisition-related costs, and other tax credits.

Non-GAAP Financial Measures

In addition to our results determined in accordance with GAAP, we believe the non-GAAP measures below are useful to us and our investors in evaluating our business. These non-GAAP financial measures are useful because they provide consistency and comparability with our past performance, facilitate period-to-period comparisons of operations and facilitate comparisons with other peer companies, many of which use similar non-GAAP financial measures to supplement their GAAP results.

	Three Months Ended March 31,		Year Ended December 31,		
	2017	2016	2016	2015	2014
	(in thousands, except percentages)				
Non-GAAP Revenues	$ 38,634	$ 26,561	$123,839	$ 83,607	$ 56,629
Non-GAAP Gross Profit	$ 31,356	$ 21,296	$100,711	$ 67,483	$ 46,419
Non-GAAP Gross Margin	81.2%	80.2%	81.3%	80.7%	82.0%
Non-GAAP Net Loss	$ (2,900)	$ (5,893)	$ (16,478)	$(20,114)	$ (2,550)

For additional information and our reconciliation of Non-GAAP financial measures to GAAP, refer to “Selected Consolidated Financial Data—Non-GAAP Financial Measures”.

Results of Operations

We accounted for the 2013 Acquisition and the Runbook Acquisition as business combinations. The 2013 Acquisition and the Runbook Acquisition resulted in the following principal impacts on our consolidated financial statements:

- A reduction in revenues for the year ended December 31, 2014 as a result of the deferred revenue at the 2013 Acquisition date being recorded at fair value at an amount less than its then carrying value;
- Increased amortization costs resulting from recording of intangible assets at fair value. We record amortization of acquired developed technology in cost of revenues, amortization of customer relationships in sales and marketing expenses, and amortization of covenants not to compete and tradename intangible assets in general and administrative expenses;
- Shortly after the 2013 Acquisition, we issued debt, which increased our interest expense for the periods post-2013 Acquisition. We financed the purchase of the Runbook Acquisition through a term loan which increased our interest expense for the period through the termination of the credit facility. In November 2016, we repaid our credit facility in full with the proceeds from our initial public offering.
- Increased operating costs in 2016 as a result of the employees and contractors assumed in the Runbook Acquisition.

Comparison of Three Months Ended March 31, 2017 and 2016

Total Revenues

	Three Months Ended March 31,	
	2017	2016
	(in thousands)	
Subscription and support	$ 37,051	$ 25,328
Professional services	1,583	1,233
Total revenues	$ 38,634	$ 26,561

	March 31,	
	2017	2016
Number of customers (as of end of period)*	1,850	1,411
Number of users (as of end of period)*	171,423	137,341

* Exclusive of the Runbook Acquisition

Total revenues increased by $12.1 million, or 45%, for the three months ended March 31, 2017 as compared to the corresponding 2016 period primarily due to an increase in the number of customers, an increase in the number of users added by existing customers and an increase in the number of products purchased by existing customers. The total number of customers increased by 31% while the total number of users increased by 25% between March 31, 2016 and March 31, 2017.

Total cost of revenues

	Three Months Ended March 31,	
	2017	2016
	(in thousands, except percentages)	
Subscription and support	$ 7,777	$ 5,961
Professional services	1,455	979
Total cost of revenues	9,232	6,940
Gross Margin	76.1%	73.9%

Total cost of revenues increased by $2.3 million, or 33%, during the three months ended March 31, 2017 as compared to the corresponding 2016 period primarily due to a $1.8 million increase in salaries, benefits and stock-based compensation, a $0.2 million increase in amortization of capitalized software costs and a $0.2 million increase in amortization of developed technology. Salaries, benefits and stock-based compensation increased primarily due to growth in headcount, which increased by 42% between March 31, 2016 and 2017. Amortization of our capitalized software development costs increased due to larger total capitalized costs as we expanded the functionality of our solutions. Amortization of developed technology increased due to the Runbook Acquisition.

The improvement in gross margin during the three months ended March 31, 2017 as compared to the corresponding 2016 period was primarily the result of amortization of developed technology associated with the 2013 Acquisition included in our cost of revenues which is a fixed cost each period. Accordingly, an increase in revenues resulted in an improvement in our gross margin.

Sales and marketing

	Three Months Ended March 31,	
	2017	2016
	(in thousands, except percentages)	
Sales and marketing	$ 23,496	$ 18,169
Percentage of total revenues	60.8%	68.4%

Sales and marketing expenses increased by $5.3 million, or 29%, during the three months ended March 31, 2017 as compared to the corresponding 2016 period primarily due to a $3.3 million increase in salaries, sales commissions and incentives, a $0.9 million increase in commissions payable to third parties that refer customers to us, a $0.4 million increase in advertising and trade shows, and a $0.3 million increase in travel and related costs. The increase in salaries, sales commissions and incentives was primarily driven by an increase in headcount and revenue growth. Our sales and marketing headcount increased by 38% between March 31, 2016 and 2017. The increase in

commissions payable to third parties was primarily driven by the expansion of our relationships with technology vendors, including SAP. The increase in advertising and trade shows was primarily due to an increase in our marketing efforts. Travel and related costs have increased due to expansion of our sales organization.

Research and development

	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(in thousands, except percentages)	
Research and development	$ 5,948	$ 5,272
Percentage of total revenues	15.4%	19.8%

Research and development expenses increased by $0.7 million, or 13%, during the three months ended March 31, 2017 as compared to the corresponding 2016 period primarily due to a $0.8 million increase in salaries and benefits and a $0.3 million increase in services provided by third-party contractors. These increases were partially offset by a decrease in capitalized costs related to software development of $0.3 million. Our research and development headcount increased by 39% between March 31, 2016 and 2017. The additional headcount and number of third-party contractors were used to further maintain, enhance and develop our platform.

General and administrative

	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(in thousands, except percentages)	
General and administrative	$ 8,253	$ 5,979
Percentage of total revenues	21.4%	22.5%

General and administrative expenses increased by $2.3 million, or 38%, during the three months ended March 31, 2017 as compared to the corresponding 2016 period primarily due to a $1.4 million increase in outside services and a $0.5 million increase in salaries, benefits and stock-based compensation. The increase in outside services comprised primarily of legal, accounting and consulting costs associated with being a public company. The increase in salaries, benefits and stock-based compensation was primarily driven by an increase in headcount. Our general and administrative headcount increased by 35% between March 31, 2016 and 2017.

Interest income

	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(in thousands)	
Interest income	$ 224	$ 4

Interest income increased by $0.2 million during the three months ended March 31, 2017 as compared to the corresponding 2016 period due to interest earned from investments in marketable securities. In November 2016, we completed our initial public offering and used a portion of the proceeds to invest in marketable securities.

Interest expense

	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(in thousands)	
Interest expense	$ (4)	$ (865)

Interest expense decreased by $0.9 million during the three months ended March 31, 2017 as compared to the 2016 corresponding period due to the termination of our credit facility and associated repayment of term loans in November 2016.

Change in fair value of common stock warrant liability

	Three Months Ended March 31,	
	2017	2016
	(in thousands)	
Change in fair value of common stock warrant liability	$ (1,000)	$ —

We value our common stock warrants using a binomial lattice model. The primary input into the binomial lattice model is the fair value of our common stock. The fair value of our common stock increased by approximately 8% between January 1, 2017 and March 31, 2017 increasing our common stock liability by $1.0 million or 9%. There was no significant change in the value of our common stock during the three months ended March 31, 2016.

Benefit from income taxes

	Three Months Ended March 31,	
	2017	2016
	(in thousands)	
Benefit from income taxes	$ (65)	$ (1,325)

The effective tax rate for the three months ended March 31, 2017 of 0.7% differs from the U.S. federal statutory rate of 34% primarily as a result of the valuation allowance for U.S. federal and state income taxes. The effective tax rate for the three months ended March 31, 2016 of 12.4% differs from the U.S. federal statutory rate of 34% primarily as a result of state taxes, net of federal benefit, foreign taxes and a valuation allowance on State of California net deferred tax assets. We record a valuation allowance against our deferred tax assets to the extent that realization of the deferred tax assets, including consideration of its deferred tax liabilities, is not more likely than not. The income tax benefit for the 2016 period is a result of the absorption of deferred tax liabilities recorded as a result of the 2013 Acquisition. Taxes for international operations are not material for the three months ended March 31, 2017 and 2016.

Comparison of Years Ended December 31, 2016, 2015 and 2014

Total revenues

	Year Ended December 31,		
	2016	2015	2014
	(in thousands)		
Subscription and support	$117,524	$80,080	$49,029
Professional services	5,599	3,527	2,648
Total revenues	$123,123	$83,607	$51,677

	Year Ended December 31,		
	2016	2015	2014
Number of customers (as of end of period)*	1,758	1,338	987
Number of users (as of end of period)*	166,903	128,726	93,665

* Exclusive of the Runbook Acquisition

Total revenues increased by $39.5 million, or 47.3%, and $31.9 million, or 61.8%, for the years ended December 31, 2016 and 2015, respectively, as compared to the years ended December 31, 2015 and 2014, respectively, primarily due to an increase in the number of customers, an increase in the number of users added by existing customers and an increase in the number of products purchased by existing customers. The total number of customers increased by 31.4% and 35.6% during the years ended December 31, 2016 and 2015, respectively. The total number of users increased by 29.7% and 37.4% during the years ended December 31, 2016 and 2015, respectively.

The increase in total revenues from the year ended December 31, 2014 to December 31, 2015 was also impacted by purchase accounting. In connection with the 2013 Acquisition, deferred revenue was recorded at fair value, resulting in a reduction from its then-carrying value. This reduction resulted in reduced revenue in the 2014 period by $5.0 million. There was no corresponding reduction in the 2015 period. Excluding the impact of this purchase accounting adjustment, our total revenue increased by 47.6% for the year ended December 31, 2015 as compared to 2014.

Total cost of revenues

	Year Ended December 31,		
	2016	2015	2014
	(in thousands, except percentages)		
Subscription and support	$ 25,900	$ 19,773	$ 14,380
Professional services	4,311	2,956	2,218
Total cost of revenues	30,211	22,729	16,598
Gross Margin	75.5%	72.8%	67.9%

Total cost of revenues increased by $7.5 million, or 32.9%, in 2016 as compared to 2015, primarily due to a $5.6 million increase in salaries, benefits and stock-based compensation and a $0.8 million increase in amortization of capitalized software costs. Salaries, benefits and stock-based compensation increased primarily due to growth in headcount, which increased by 45% between December 31, 2015 and 2016. Amortization of our capitalized software development costs increased due to larger total capitalized costs as we expanded the functionality of our solutions.

Total cost of revenues increased by $6.1 million, or 36.9%, in 2015 as compared to 2014, primarily due to a $4.0 million increase in salaries, benefits and stock-based compensation, a $1.1 million increase in data center costs and a $0.6 million increase in amortization of capitalized software costs. Salaries, benefits and stock-based compensation increased primarily due to growth in headcount, which increased by 69% between December 31, 2014 and 2015. Costs associated with our datacenter increased due to costs of additional bandwidth associated with the growth in our customer base. Amortization of our capitalized software development costs increased due to larger total capitalized costs as we expanded the functionality of our solutions.

Our gross margin was 75.5%, 72.8% and 67.9% for the years ended December 31, 2016, 2015 and 2014, respectively. The improvement in gross margin in 2016 compared to 2015 was primarily the result of amortization of developed technology associated with the 2013 Acquisition and included in our cost of revenues, which is a fixed cost each period. Accordingly, an increase in revenues resulted in an improvement in our gross margin. The improvement in gross margin was partially offset by the amortization expense of acquired developed technology associated with the Runbook Acquisition in August 2016.

The improvement in gross margin in 2015 compared to 2014 was primarily the result of the impact of purchasing accounting adjustments, which reduced revenue in the 2014 period with no

corresponding adjustments in 2015. In addition, the increase in gross margin in 2015 compared to 2014 was impacted by the amortization of developed technology included in our cost of revenues, which is a fixed cost each period.

Sales and marketing

	Year Ended December 31,		
	2016	2015	2014
	(in thousands, except percentages)		
Sales and marketing	$ 77,810	$ 56,546	$ 31,837
Percentage of total revenues	63.2%	67.6%	61.6%

Sales and marketing expenses increased by $21.3 million, or 37.6%, for the year ended December 31, 2016 primarily due to a $12.2 million increase in salaries, sales commissions and incentives and stock-based compensation, a $3.0 million increase in commissions expense for third parties that refer customers to us, a $1.1 million increase in travel and related costs, a $1.1 million increase in advertising and trade shows, and a $0.7 million increase in outside consulting fees. The increase in salaries, sales commissions and incentives and stock-based compensation was primarily driven by an increase in headcount and revenue growth. Our sales and marketing headcount increased by 31% between December 31, 2015 and 2016. The increase in commissions payable to third parties was primarily driven by revenue growth associated with our relationship with SAP as an endorsed business solution. The increase in advertising and trade shows was primarily due to an increase in our marketing efforts. The increase in consulting fees was primarily due to an increase in digital marketing services.

Sales and marketing expenses increased by $24.7 million, or 77.6%, for the year ended December 31, 2015 primarily due to a $16.4 million increase in salaries, sales commissions and incentives and stock-based compensation, a $2.4 million increase in commissions payable to third parties that refer customers to us, a $1.6 million increase in travel and related costs, a $1.0 million increase in advertising and trade shows, and a $0.9 million increase in outside consulting fees. The increase in salaries, sales commissions and incentives and stock-based compensation was primarily driven by an increase in headcount and revenue growth. Our sales and marketing headcount increased by 59% between December 31, 2014 and 2015. The increase in commissions payable to third parties was primarily driven by the expansion of our relationships with technology vendors, including SAP. The increase in advertising and trade shows was primarily due to an increase in our marketing efforts. The increase in outside consulting fees was primarily due to an increase in digital marketing services.

Research and development

	Year Ended December 31,		
	2016	2015	2014
	(in thousands, except percentages)		
Research and development	$ 21,125	$ 18,216	$ 9,705
Percentage of total revenues	17.2%	21.8%	18.8%

Research and development expenses increased by $2.9 million, or 16.0%, for the year ended December 31, 2016 primarily due to a $2.5 million increase in salaries, benefits and stock-based compensation due to an increase in headcount and a $1.2 million increase in services provided by third-party contractors. These increases were partially offset by an increase in capitalized costs related to software development of $1.1 million. Our research and development headcount increased by 38% between December 31, 2015 and 2016. Costs of third-party contractors increased by 27% between 2015 and 2016. The additional headcount and number of third-party contractors were used to further maintain, enhance and develop our platform.

Research and development expenses increased by $8.5 million, or 87.7%, for the year ended December 31, 2015 primarily due to a $5.5 million increase in salaries, benefits and stock-based compensation due to an increase in headcount and a $3.2 million increase in services provided by third-party contractors. These increases were partially offset by an increase in capitalized costs related to software development of $0.7 million. Our research and development headcount increased by 32% between December 31, 2014 and 2015. Costs of third-party contractors increased by 238% between 2014 and 2015. The additional headcount and number of third-party contractors were used to further maintain, enhance and develop our platform.

General and administrative

	Year Ended December 31,		
	2016	2015	2014
	(in thousands, except percentages)		
General and administrative	$ 27,911	$ 20,928	$ 11,716
Percentage of total revenues	22.7%	25.0%	22.7%

General and administrative expenses increased by $7.0 million, or 33.4%, during the year ended December 31, 2016 primarily due to a $3.9 million increase in salaries, benefits and stock-based compensation due to an increase in headcount of 30% between December 31, 2015 and 2016, a $0.9 million increase in computer software expenses, a $0.5 million increase in professional services costs due primarily to a $1.6 million increase in legal, accounting and auditing fees related to the Runbook Acquisition largely offset by a reduction of $1.1 million in initial public offering readiness fees and recruitment costs, and a $0.4 million increase in foreign exchange transaction losses due to the strengthening of the U.S. Dollar. In addition, our general and administrative costs in 2016 increased by $0.3 million relating to the change in fair value of contingent consideration. There was no significant change in contingent consideration during 2015.

General and administrative expenses increased by $9.2 million, or 78.6%, during the year ended December 31, 2015 primarily due to a $4.0 million increase in salaries, benefits and stock-based compensation due to an increase in headcount of 72% between December 31, 2014 and 2015 and stock option grants to new executive officers and other employees, a $2.8 million increase in professional services costs due to legal, accounting and auditing fees as we prepared for our initial public offering, additional recruitment costs, and a $0.5 million increase in facility-related expenses related to the expansion of our global headquarters. In addition, our general and administrative costs in 2014 were reduced by $0.8 million relating to the change in fair value of contingent consideration. There was no significant change in contingent consideration during 2015.

Interest expense, net

	Year Ended December 31,		
	2016	2015	2014
	(in thousands)		
Interest expense, net	$(5,932)	$(3,215)	$(3,047)

Interest expense, net increased by $2.7 million, or 84.5%, during the year ended December 31, 2016 primarily due to a $1.6 million increase in the accretion and write-off of debt issuance costs associated with borrowings under our credit facility, a $0.7 million prepayment penalty for early termination of our credit facility, and a $0.6 million increase in interest expense primarily due to a $30.0 million term loan under our credit facility issued to fund the Runbook Acquisition in August 2016. These increases were offset by a $0.2 million increase in interest income earned in 2016.

Interest expense, net increased by $0.2 million, or 5.5%, during the year ended December 31, 2015 due to an increase in interest expense on a larger long-term debt principal balance. During the year ended December 31, 2015, we paid between 20% and 30% of our interest costs in cash and the remainder increased the principal balance.

Change in fair value of common stock warrant liability

	Year Ended December 31,		
	2016	2015	2014
		(in thousands)	
Change in fair value of common stock warrant liability	$(5,880)	$(420)	$(3,700)

We value our common stock warrants using a binomial lattice model. The primary input into the binomial lattice model is the fair value of our common stock. The fair value of our common stock increased by approximately 84% between December 31, 2015 and December 31, 2016, resulting in a $5.9 million, or 107%, increase in our common stock warrant liability.

The fair value of our common stock did not significantly change between December 31, 2014 and December 31, 2015.

Benefit from income taxes

	Year Ended December 31,		
	2016	2015	2014
		(in thousands)	
Benefit from income taxes	$(6,587)	$(13,713)	$(8,174)

Our effective tax rate was 14.4% in 2016, 35.7% in 2015, and 32.8% in 2014. The effective tax rate differs from the U.S. federal statutory rate of 34% in 2016 primarily because of our full valuation allowance on our federal and state deferred tax assets, expenses not deductible for income tax purposes including the change in fair value of common stock warrants, state taxes net of federal benefit, acquisition-related costs, and other tax credits. We record a valuation allowance against our deferred tax assets to the extent that realization of the deferred tax assets, including consideration of our deferred tax liabilities, is not more likely than not. For 2016, our federal and state deferred tax assets exceeded our deferred tax liabilities and given our cumulative losses, we believe that it is not more likely than not that these deferred tax assets will be realized. Accordingly, we recorded a valuation allowance on our net deferred tax assets. In 2015, we recorded a valuation allowance on our State of California deferred tax assets as these deferred tax assets exceeded our State of California deferred tax liabilities. Taxes for our international operations were not material in 2016, 2015 and 2014.

Quarterly Results of Operations

The following tables set forth selected key metrics and unaudited quarterly consolidated statements of operations for the last eight quarters. The consolidated financial statements for each of these quarterly periods have been prepared on a basis consistent with our audited financial statements and include, in the opinion of management, all normal recurring adjustments necessary for the fair statement of the financial information contained in these statements. The historical financial results are not necessarily indicative of future results and should be read in conjunction with our annual financial statements and the related notes included elsewhere in this prospectus.

The following table sets forth selected metrics data for each of the periods indicated:

	Three Months Ended							
	March 31, 2017	Dec 31, 2016	Sep 30, 2016	Jun 30, 2016	Mar 31, 2016	Dec 31, 2015	Sep 30, 2015	Jun 30, 2015
Dollar-based net revenue retention rate*	117%	116%	118%	119%	120%	120%	120%	120%
Number of customers (as of end of period)*	1,850	1,758	1,625	1,523	1,411	1,338	1,219	1,145
Number of users (as of end of period)*	171,423	166,903	156,774	147,466	137,341	128,726	119,912	111,383

* Exclusive of Runbook Acquisition

The following table sets forth selected GAAP information for each of the periods indicated:

	Three Months Ended							
	March 31, 2017	Dec 31, 2016	Sep 30, 2016	Jun 30, 2016	Mar 31, 2016	Dec 31, 2015	Sep 30, 2015	Jun 30, 2015
	(in thousands, except per share data)							
Revenues	$ 38,634	$ 35,340	$ 32,196	$ 29,026	$ 26,561	$ 24,474	$ 21,661	$ 19,425
Gross Profit	29,402	26,673	24,655	21,963	19,621	18,127	15,718	13,939
Gross Margin.	76.1%	75.5%	76.6%	75.7%	73.9%	74.1%	72.6%	71.8%
Net Loss	$ (9,010)	$ (15,664)	$ (6,619)	$ (7,541)	$ (9,335)	$ (7,207)	$ (6,735)	$ (6,538)

The following table sets forth selected non-GAAP information for each of the periods indicated:

	Three Months Ended							
	Mar 31, 2017	Dec 31, 2016	Sep 30, 2016	Jun 30, 2016	Mar 31, 2016	Dec 31, 2015	Sep 30, 2015	Jun 30, 2015
	(in thousands, except percentages)							
Non-GAAP Revenues	$ 38,634	$ 35,877	$ 32,375	$ 29,026	$ 26,561	$ 24,474	$ 21,661	$ 19,425
Non-GAAP Gross Profit	31,356	$ 29,204	$ 26,579	$ 23,632	$ 21,296	$ 19,777	$ 17,379	$ 15,612
Non-GAAP Gross Margin	81.2%	81.4%	82.1%	81.4%	80.2%	80.8%	80.2%	80.4%
Non-GAAP Net Loss	$ (2,900)	$ (3,858)	$ (2,196)	$ (4,531)	$ (5,893)	$ (6,138)	$ (5,917)	$ (5,278)

The following table presents a reconciliation of revenues, gross profit, gross margin and net loss, the most comparable GAAP measures, to non-GAAP revenues, non-GAAP gross profit, non-GAAP gross margin and non-GAAP net loss.

	Three Months Ended							
	March 31, 2017	Dec 31, 2016	Sep 30, 2016	Jun 30, 2016	Mar 31, 2016	Dec 31, 2015	Sep 30, 2015	Jun 30, 2015
	(in thousands, except percentages)							
Non-GAAP Revenues:								
Revenues	$ 38,634	$ 35,340	$ 32,196	$ 29,026	$ 26,561	$ 24,474	$ 21,661	$ 19,425
Purchase accounting adjustment to revenues	—	537	179	—	—	—	—	—
Non-GAAP Revenues(1)	$ 38,634	$ 35,877	$ 32,375	$ 29,026	$ 26,561	$ 24,474	$ 21,661	$ 19,425
Non-GAAP Gross Profit:								
Gross profit	$ 29,402	$ 26,673	$ 24,655	$ 21,963	$ 19,621	$ 18,127	$ 15,718	$ 13,939
Purchase accounting adjustment to revenues	—	537	179	—	—	—	—	—
Amortization of developed technology	1,704	1,704	1,595	1,535	1,534	1,535	1,535	1,535
Stock-based compensation expense	250	290	150	134	141	115	126	138
Non-GAAP Gross Profit(1)	$ 31,356	$ 29,204	$ 26,579	$ 23,632	$ 21,296	$ 19,777	$ 17,379	$ 15,612
Gross Margin	76.1%	75.5%	76.6%	75.7%	73.9%	74.1%	72.6%	71.8%
Non-GAAP Gross Margin(1)	81.2%	81.4%	82.1%	81.4%	80.2%	80.8%	80.2%	80.4%
Non-GAAP Net Loss:								
Net Loss	$ (9,010)	$ (15,664)	$ (6,619)	$ (7,541)	$ (9,335)	$ (7,207)	$ (6,735)	$ (6,538)
Benefit from income taxes	(162)	(2,135)	(1,926)	(1,493)	(1,402)	(3,959)	(3,824)	(3,704)
Purchase accounting adjustment to revenues	—	537	179	—	—	—	—	—
Amortization of intangible assets	3,330	3,321	3,138	3,023	3,023	3,023	3,023	3,023
Stock-based compensation expense	1,849	1,992	1,360	1,549	1,625	1,627	1,560	1,522
Accretion and write-off of debt discount	—	1,061	96	81	65	57	57	57
Accretion and write-off of warrant discount	—	547	69	69	69	69	69	69
Change in fair value of contingent consideration	93	93	135	81	62	2	13	13
Change in fair value of common stock warrant liability	1,000	6,180	—	(300)	—	250	(80)	280
Acquisition-related costs	—	210	1,372	—	—	—	—	—
Non-GAAP Net Loss(1)	$ (2,900)	$ (3,858)	$ (2,196)	$ (4,531)	$ (5,893)	$ (6,138)	$ (5,917)	$ (5,278)

(1) Non-GAAP revenues, non-GAAP gross profit, non-GAAP gross margin and non-GAAP net loss are not a measure of our financial performance under GAAP and should not be considered as an alternative to revenues, gross profit, gross margin and net loss, respectively, in accordance with GAAP. For a definition of non-GAAP revenues, non-GAAP gross profit, non-GAAP gross margin and non-GAAP net loss, see “Selected Consolidated Financial Data—Non-GAAP Financial Measures.”

Liquidity and Capital Resources

At March 31, 2017, our principal sources of liquidity were $101.3 million of cash and cash equivalents and marketable securities, which primarily consist of short-term, investment-grade commercial paper, corporate bonds, U.S. treasury bonds, and asset-backed securities. We believe our existing cash and cash equivalents, investments in marketable securities and cash from operations will be sufficient to meet our working capital needs, capital expenditures and financing obligations for at least the next 12 months.

Our future capital requirements will depend on many factors, including our growth rate, the expansion of our direct sales force, strategic relationships and international operations, the timing and

extent of spending to support research and development efforts, and the continuing market acceptance of our solutions. We may require additional equity or debt financing. Sales of additional equity could result in dilution to our stockholders. If we raise funds by borrowing from third parties, the terms of those financing arrangements would require us to incur additional interest expense and may include negative covenants or other restrictions on our business that could impair our operating flexibility. We can provide no assurance that additional financing will be available at all or, if available, that we could be able to obtain financing on terms favorable to us. If we are unable to raise additional capital when needed, we would be required to curtail our operating activities and capital expenditures, and our business, operating results and financial condition would be adversely affected.

Historical Cash Flows

The following table sets forth a summary of our cash flows for the periods indicated:

	Three Months Ended March 31,		Year Ended December 31,		
	2017	2016	2016	2015	2014
			(in thousands)		
Net cash provided by (used in) operating activities	$(1,705)	$(4,651)	$ (4,808)	$ 1,006	$ 8,943
Net cash used in investing activities	3,629	(1,216)	(119,674)	(12,367)	(2,866)
Net cash provided by financing activities	(594)	4,126	131,395	859	4,775

Net Cash Provided by (Used In) Operating Activities

Our net loss and cash flows from operating activities are significantly influenced by our investments in headcount and infrastructure to support anticipated growth. In recent periods, our net loss has generally been significantly greater than our use of cash for operating activities due to our subscription-based revenue model in which billings occur in advance of revenue recognition, as well as a substantial amount of non-cash charges incurred by us. Non-cash charges primarily include depreciation and amortization, stock-based compensation, non-cash interest expense related to the accretion and write-off of debt discounts, paid in kind interest, and deferred taxes.

For the three months ended March 31, 2017, cash used in operations was $1.7 million resulting from our net loss of $9.0 million offset by net non-cash expenses of $7.6 million, and net cash flow used through changes in operating assets and liabilities of $0.3 million. The $0.3 million of net cash flows used as a result of changes in our operating assets and liabilities reflected a $8.0 million increase in deferred revenue as a result of the growth of our customer and user base which are billed in advance of our revenue recognition. This change in our operating assets and liabilities was partially offset by a $3.3 million decrease in accounts payable, a $2.5 million decrease in accrued expenses primarily associated with payments of 2016 employee bonuses during the quarter and a $1.6 million increase in accounts receivable due to the growth of our customer and user base.

For the three months ended March 31, 2016, cash used in operations was $4.7 million resulting from our net loss of $9.3 million offset by net non-cash expenses of $4.9 million, and net cash flow used through changes in operating assets and liabilities of $0.2 million. The $0.2 million of net cash flows used as a result of changes in our operating assets and liabilities reflected a $3.8 million increase in deferred revenue as a result of the growth of our customer and user base which are billed in advance of our revenue recognition. This change in our operating assets and liabilities was partially offset by a $2.0 million decrease in accrued expenses primarily associated with payments of 2015 employee bonuses during the quarter and a $1.5 million increase in accounts receivable due to the growth of our customer and user base.

For the year ended December 31, 2016, cash used in operations was $4.8 million, resulting from our net loss of $39.2 million and a $6.4 million payment for paid-in-kind interest, largely offset by net

cash flows provided through changes in net non-cash expenses of $27.3 million and changes in our operating assets and liabilities of $13.4 million. The $13.4 million of net cash flows provided as a result of changes in our operating assets and liabilities reflected a $29.5 million increase in deferred revenue as a result of the growth of our customer and user base, which are billed in advance of our revenue recognition, a $3.9 million increase in accrued expenses primarily associated with increases in employee-related accruals as a result of increases in headcount and bonuses, and a $3.5 million increase in accounts payable associated with the growth of the business. The changes in our operating assets and liabilities were partially offset by a $15.5 million increase in accounts receivable due to the growth of our customer and user base, a $3.4 million increase in deferred sales commissions due to an increase in revenue, a $3.1 million increase in prepaid expenses and other current assets due primarily to increases in prepaid software subscriptions and insurance recognized to expense over a period of one year or less, and a $1.2 million decrease in other long-term liabilities due primarily to amortization of leasehold improvement allowances and free rent periods associated with the expansion of our corporate headquarters.

For the year ended December 31, 2015, cash provided by operations was $1.0 million, resulting from our net loss of $24.7 million, largely offset by net cash flows provided through changes in our operating assets and liabilities of $16.4 million and net non-cash expenses of $9.4 million. The $16.4 million of net cash flows provided as a result of changes in our operating assets and liabilities reflected a $18.2 million increase in deferred revenue as a result of the growth of our customer and user base, which are billed in advance of our revenue recognition, a $6.8 million increase in accrued expenses primarily associated with increases in employee-related accruals as a result of increases in headcount and bonuses, and professional services costs, a $2.0 million increase in other long-term liabilities primarily related to deferred rent due to the leasehold improvement allowances and free rent periods associated with the expansion of our corporate headquarters, and a $1.1 million increase in accounts payable associated with the growth of our business. The changes in our operating assets and liabilities were partially offset by a $6.2 million increase in accounts receivable due to the growth of our customer and user base and a $4.3 million increase in deferred sales commissions due to an increase in revenues.

During the year ended December 31, 2014, cash provided by operations was $8.9 million resulting from our net loss of $16.8 million, largely offset by net cash flows provided through changes in our operating assets and liabilities of $13.0 million and non-cash expenses of $12.6 million. The $13.0 million of net cash flows provided as a result of changes in our operating assets and liabilities reflected a $17.2 million increase in deferred revenue as a result of the growth of our customer and user base which are billed in advance of our revenue recognition, a $3.2 million increase in accrued expenses primarily associated with increases in employee-related accruals as a result of increases in headcount, and a $1.0 million increase in deferred rent due to the leasehold improvement allowances and free rent periods associated with the expansion of our corporate headquarters. The changes in our operating assets and liabilities were partially offset by a $6.8 million increase in accounts receivable due to the growth of our customer and user base, a $1.3 million increase in deferred sales commissions due to an increase in commissionable revenues and a $1.1 million increase in prepaid expenses and other current assets associated with the growth of our business.

Net Cash Used In Investing Activities

Our primary investing activities have consisted of capital expenditures for property and equipment and capitalized software development costs. In August 2016, we completed our Runbook Acquisition. In November 2016, we completed our initial public offering and used a portion of the proceeds to invest in marketable securities.

For the three months ended March 31, 2017, cash provided by investing activities was $3.6 million as a result of $5.2 million in maturities of marketable securities, offset by $1.1 million in payments of costs related to capitalized software development activities and $0.5 million in purchases of property and equipment.

For the three months ended March 31, 2016, we used $1.2 million in cash primarily as a result of $0.8 million in payments of costs related to capitalized software development activities. During the three months ended March 31, 2016, we also purchased $0.4 million of property and equipment.

For the year ended December 31, 2016, we used $119.7 million in cash as a result of $83.2 million of investments in marketable securities, which are primarily comprised of U.S. Treasury and corporate bonds, the Runbook Acquisition, with a total purchase price of $34.1 million, subject to a final working capital adjustment, offset by cash acquired in the amount of $2.6 million, $3.3 million in capitalized software development costs and $1.7 million of purchases of property and equipment.

For the year ended December 31, 2015, we used $12.4 million in cash primarily as a result of $10.1 million in purchases of property and equipment of which $7.1 million related to the expansion of our global headquarters. During 2015, we also paid $2.3 million of costs related to capitalized software development activities.

For the year ended December 31, 2014, we used $2.9 million in cash as a result of $1.4 million in capitalized software development costs and $1.4 million of purchases of property and equipment, of which $0.8 million related to the expansion of our global headquarters.

Net Cash Provided By Financing Activities

For the three months ended March 31, 2017, cash used in financing activities was $0.6 million primarily as a result of $0.5 million of principal payments on capital lease obligations.

For the three months ended March 31, 2016, financing activities provided $4.1 million in cash primarily as a result of proceeds from our 2016 term loan, net of issuance costs, of $4.8 million issued in March 2016. These proceeds were largely offset by payments of $0.7 million for initial public offering costs.

For the year ended December 31, 2016, financing activities provided $131.4 million in cash primarily as a result of the successful completion of our initial public offering, which resulted in proceeds of $151.9 million, net of underwriting discounts and commissions and other offering expenses, including $4.4 million in cash paid for deferred offering costs. During the year, we also received $34.3 million in proceeds under our credit facility, $3.1 million in proceeds from our issuance of common stock to former employees of Runbook Company B.V. and $2.9 million in proceeds from exercise of stock options. The net cash provided by financing activities was largely offset by the termination of our credit facility in November 2016 and the associated repayment of term loans and prepayment penalties in the amount of $60.7 million.

For the year ended December 31, 2015, financing activities provided $0.9 million in cash primarily as a result of $1.4 million in proceeds from exercises of stock options. These proceeds were partially offset by $0.5 million in principal payments on capital lease obligations.

For the year ended December 31, 2014, financing activities provided $4.8 million in cash primarily as a result of our issuances of common stock.

Backlog

We enter into both single and multi-year subscription contracts for our solutions. The timing of our invoices to the customer is a negotiated term and thus varies among our subscription contracts. For

multi-year agreements, it is common to invoice an initial amount at contract signing followed by subsequent annual invoices. At any point in the contract term, there can be amounts that we have not yet been contractually able to invoice. Until such time as these amounts are invoiced, they are not recorded in revenues, deferred revenue or elsewhere in our consolidated financial statements and are considered by us to be backlog. As of December 31, 2016 and March 31, 2017, we had backlog of approximately $78.7 million and $84.8 million, respectively. We expect backlog will change from period to period for several reasons, including the timing and duration of customer agreements, varying billing cycles of subscription agreements, and the timing and duration of customer renewals. Because revenue for any period is a function of revenue recognized from deferred revenue under contracts in existence at the beginning of the period, as well as contract renewals and new customer contracts during the period, backlog at the beginning of any period is not necessarily indicative of future revenue performance. We do not utilize backlog as a key management metric internally.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations at March 31, 2017:

	Total	Less Than 1 Year	1-3 Years	3-5 Years	More than 5 Years
Operating lease obligations(1)	16,270	4,806	6,038	3,790	1,636
Capital lease obligations	442	442	—	—	—
Purchase obligations	1,353	1,353	—	—	—
	$18,065	$ 6,601	$ 6,038	$ 3,790	$ 1,636

(1) Operating leases include total future minimum rent payments under non-cancelable operating lease agreements as described in Note 10 of our consolidated financial statements appearing elsewhere in this prospectus.

We are required to pay up to a maximum of $8 million of contingent consideration relating to our 2013 Acquisition if we realize a tax benefit from the use of net operating losses generated from the stock option exercises concurrent with the 2013 Acquisition. We have not included this obligation in the table above, because there is a high degree of uncertainty regarding the amount and timing of future cash flows to extinguish this liability. The settlement of this liability depends on our ability to generate taxable income in the future to realize this tax benefit.

At December 31, 2016, liabilities for unrecognized tax benefits of $0.4 million are not included in the table above because, due to their nature, there is a high degree of uncertainty regarding the timing of future cash outflows and other events that extinguish these liabilities.

In May 2017, we executed an amendment to lease additional space in our corporate headquarters and extend the lease through 2024, which increased aggregate commitments by $5.6 million over the next 7 years.

Off-Balance Sheet Arrangements

As part of our ongoing business, we do not have any relationships with other entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities that have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. We are therefore not exposed to any financing, liquidity, market, or credit risk that could arise if we had engaged in those types of relationships.

In the ordinary course of business, we may provide indemnification of varying scope and terms to customers, vendors, investors, directors, and officers with respect to certain matters, including, but not limited to, losses arising out of our breach of such agreements, services to be provided by us, or from intellectual property infringement claims made by third parties. These indemnification provisions may survive termination of the underlying agreement and the maximum potential amount of future payments we could be required to make under these indemnification provisions may not be subject to maximum

loss clauses. The maximum potential amount of future payments we could be required to make under these indemnification provisions is indeterminable. We have never paid a material claim, nor have we been sued in connection with these indemnification arrangements. As of December 31, 2016, we have not accrued a liability for these indemnification arrangements because the likelihood of incurring a payment obligation, if any, in connection with these indemnification arrangements is not probable or reasonably estimable.

Critical Accounting Policies and Estimates

Our financial statements and the related notes included elsewhere in this prospectus are prepared in accordance with generally accepted accounting principles, or GAAP, in the United States. The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the dates of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. We evaluate our estimates and assumptions on an ongoing basis. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Our actual results could differ from these estimates.

We believe that the following critical accounting policies involve a greater degree of judgment or complexity than our other accounting policies. Accordingly, these are the policies we believe are the most critical to a full understanding and evaluation of our consolidated financial condition and results of operations. See “Significant Accounting Policies” in Note 2 of the accompanying notes to our consolidated financial statements for additional information.

Revenue Recognition and Deferred Revenue

Subscription and support revenue. Customers pay subscription fees for access to our SaaS platform generally for a one-year period. In more limited cases, customers may pay for up to three years in advance. Fees are based on a number of factors, including the solutions subscribed for by the customer and the number of users having access to the solutions. The first year subscription fees are typically payable within 30 days after the execution of the arrangement, and thereafter upon renewal. We initially record the subscription fees as deferred revenue and recognize revenue on a straight-line basis over the term of the agreement. At any time during the subscription period, customers may increase the number of their users or subscribe for additional products. Additional user fees and additional product subscriptions are payable for the remainder of the initial or extended contract term. Subscription and support revenue also includes software revenue related to maintenance and support fees on legacy BlackLine solutions and software license and maintenance revenue on Runbook software sales.

Professional services. We offer customers assistance in implementing our solutions and optimizing their use. Professional services include training and consulting. These services are billed on either a fixed fee or time and material basis. Revenues from time and material arrangements are recognized as services are performed and revenues from fixed fee arrangements are initially recorded as deferred revenue and recognized on a proportional performance basis as the services are performed.

We recognize revenues when: (i) persuasive evidence of an arrangement for the sale of our solutions or implementation and consulting services exists, (ii) the solutions have been made available or delivered, or services have been performed, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured. The timing and amount we recognize as revenue is determined based on the facts and circumstances of each customer’s arrangement. Evidence of an arrangement

consists of a signed customer agreement. We consider that delivery of a solution has commenced once we provide the customer with log-in information to access and use the solution. Fees are fixed based on stated rates specified in the customer agreement. We assess collectability based on a number of factors, including the creditworthiness of the customer, review of their financial information or transaction history. If collectability is not considered reasonably assured, revenue is deferred until the fees are collected.

The majority of customer arrangements include multiple deliverables such as subscriptions to our SaaS solutions and professional services. We recognize revenue in accordance with the guidance for arrangements with multiple deliverables under Accounting Standards Update, or ASU, 2009-13—*Revenue Recognition (Topic 605) – Multiple-Deliverable Revenue Arrangements – a Consensus of the Emerging Issues Task Force* or ASU 2009-13. For subscription agreements, as customers do not have the right to the software code underlying our solutions, subscription revenue arrangements are outside the scope of software revenue recognition guidance as defined by ASC Topic 985-605, *Software.* Our agreements do not contain any refund provisions other than in the event of our non-performance or breach.

For multiple-deliverable revenue arrangements, we first assess whether each deliverable has value to the customer on a standalone basis. We have determined that the SaaS solutions have standalone value, because, once access is given to the customer, the solutions are fully functional and do not require any additional development, modification, or customization. Professional services have standalone value, because third-party partners and customers themselves can perform these services without our involvement. The performance of these professional services generally does not require highly specialized or technologically skilled individuals and the professional services are not essential to the functionality of the solutions.

We allocate revenue among the separate non-contingent deliverables in an arrangement under the relative selling price method using the selling price hierarchy established in ASU 2009-13. This hierarchy requires the selling price of each deliverable in a multiple deliverable arrangement to be based on, in descending order: (i) vendor-specific objective evidence of fair value, or VSOE, (ii) third-party evidence of fair value, or TPE, or (iii) management's best estimate of the selling price, or BESP.

We are not able to determine VSOE or TPE for our deliverables, because the deliverables are typically bundled and infrequently sold separately within a consistent price range. Additionally, management has determined that there are no third-party offerings reasonably comparable to our solutions. Therefore, the selling prices of subscriptions to the SaaS solutions and professional services are based on BESP. The determination of BESP requires us to make significant estimates and judgments. We consider numerous factors, including the nature of the deliverables themselves, geography, customer size and number of users, and discounting practices. The determination of BESP is made through consultation with senior management. We update our estimates of BESP on an ongoing basis as events and as circumstances may require. As our marketing strategies evolve, we may modify its pricing practices in the future, which could result in changes in relative selling prices and BESP.

In addition to our direct sales and marketing efforts, we have strategic relationships with business process outsourcers, or BPOs, and resellers. The BPOs and resellers place orders with us after receiving an order from an end customer. The BPOs and resellers receive business terms of sale similar to those received by our direct customers, and payment to us is not contingent on the receipt of payment from the end customer. The BPOs and resellers negotiate pricing with the end customer and are responsible for implementation services, if any, and for certain support levels directly with the end customer. We recognize revenue over the term of the arrangement for the contractual amount charged to the BPO or reseller, once access to our solution has been provided to the end customer provided that the other revenue recognition criteria noted above have been met.

Deferred Sales Commissions

Deferred sales commissions are the incremental costs that are directly associated with non-cancelable subscription contracts with customers and consist of sales commissions paid to our direct sales force and third-party partners. The commissions are deferred and amortized over the non-cancelable terms of the related customer contracts, which are typically one year in duration. The commission payments are paid in full the month after the customer's service commences. The deferred commission amounts are recoverable through the future revenue streams under the non-cancelable customer contracts. We believe this is the preferable method of accounting as the sales commission charges are so closely related to the revenue from the non-cancelable customer contracts that they should be recorded as an asset and charged to expense over the same period that the subscription revenue is recognized. Amortization of deferred sales commissions is included in sales and marketing in our consolidated statements of operations.

Stock-based Compensation

We account for stock-based compensation awards granted to employees and directors based on the awards' estimated grant date fair value. We estimate the fair value of our stock options using the Black-Scholes option-pricing model. For awards that vest solely based on continued service ("service-only vesting conditions"), the resulting fair value, net of estimated forfeitures, is recognized on a straight-line basis over the period during which an employee is required to provide service in exchange for the award, usually the vesting period, which is generally four years. We recognize the fair value of stock options which contain performance conditions based upon the probability of the performance conditions being met, net of estimated forfeitures, using the graded vesting method. Estimated forfeitures are based upon our historical experience and we revise our estimates, if necessary, in subsequent periods if actual forfeitures differ from initial estimates.

Determining the grant date fair value of options using the Black-Scholes option pricing model requires management to make assumptions and judgments. These estimates involve inherent uncertainties and if different assumptions had been used, stock-based compensation expense could have been materially different from the amounts recorded.

The assumptions and estimates are as follows:

- ***Value per share of our common stock.*** Prior to our initial public offering in October 2016, because there was no public market for our common stock, our management, with the assistance of a third-party valuation specialist, determined the fair value of our common stock at the time of the grant of stock options by considering a number of objective and subjective factors, including our actual operating and financial performance, market conditions and performance of comparable publicly-traded companies, developments and milestones in our company, the likelihood of achieving a liquidity event and transactions involving our common stock, among other factors. The fair value of the underlying common stock was determined by our board of directors through the date of the initial public offering. The fair value of our common stock was determined in accordance with applicable elements of the practice aid issued by the American Institute of Certified Public Accountants, *Valuation of Privately Held Company Equity Securities Issued as Compensation*. For awards granted subsequent to our initial public offering, the fair value of our common stock is based on the closing price of our common stock, as reported on the NASDAQ Global Select Market, on the date of grant.
- ***Expected volatility.*** We determine the expected volatility based on historical average volatilities of similar publicly traded companies corresponding to the expected term of the awards.
- ***Expected term.*** We determine the expected term of awards which contain service-only vesting conditions using the simplified approach, in which the expected term of an award is

presumed to be the mid-point between the vesting date and the expiration date of the award. For awards granted which contain performance conditions, we estimate the expected term based on estimates of post-vesting employment termination behavior taking into account the life of the award.

- ***Risk-free interest rate.*** The risk-free interest rate is based on the United States Treasury yield curve in effect during the period the options were granted corresponding to the expected term of the awards.
- ***Estimated dividend yield.*** The estimated dividend yield is zero, as we do not currently intend to declare dividends in the foreseeable future.

In October 2016, we granted options to purchase shares of common stock to two executive officers that vest upon meeting certain performance conditions and continued service. The performance conditions include meeting yearly cash flow targets and cumulative annual recurring revenue targets through 2019. If each yearly cash flow target is met through 2019, but the full cumulative annual recurring target through 2019 is not met, the executive officers are still able to vest in the award if an additional cash flow target for 2020 and a cumulative annual recurring revenue target through 2020 are achieved. The cash flow performance targets for each year are determined concurrently with the annual budget process and because each yearly target has not yet been set, no grant date for the options has been established. As of December 31, 2016, we determined that the achievement of the performance targets is not probable and accordingly, no stock-based compensation expense has been recorded for these awards. To the extent that the awards become probable of vesting prior to the grant date, the amount of compensation cost to be recognized will be based on the then fair value of the options. The fair value of the options will be remeasured each period until a grant date has been established. Accordingly, stock-based compensation cost, if any, to be recognized will depend on the value of the stock options when all performance conditions have been set and whether the performance conditions are probable of being achieved.

Capitalized Software Costs

We account for the costs of computer software obtained or developed for internal use in accordance with ASC 350, *Intangibles-Goodwill and Other* ("ASC 350"). We capitalize certain costs in the development of our SaaS subscription solutions when (i) the preliminary project stage is completed, (ii) management has authorized further funding for the completion of the project and (iii) it is probable that the project will be completed and performed as intended. These capitalized costs include personnel and related expenses for employees and costs of third-party contractors who are directly associated with and who devote time to internal-use software projects and, when material, interest costs incurred during the development. Capitalization of these costs ceases once the project is substantially complete and the software is ready for its intended purpose. Costs incurred for significant upgrades and enhancements to our SaaS software solutions are also capitalized. Costs incurred for post-configuration training, maintenance and minor modifications or enhancements are expensed as incurred. Capitalized software development costs are amortized using the straight-line method over an estimated useful life of three years.

Business Combinations

The results of businesses acquired in a business combination are included in our consolidated financial statements from the date of the acquisition. Purchase accounting results in assets and liabilities of an acquired business being recorded at their estimated fair values on the acquisition date. Any excess consideration over the fair value of assets acquired and liabilities assumed is recognized as goodwill.

We perform valuations of assets acquired and liabilities assumed and allocate the purchase price to its respective assets and liabilities. Determining the fair value of assets acquired and liabilities assumed requires our management to use significant judgment and estimates including the selection of valuation methodologies, estimates of future revenue, costs and cash flows, discount rates and selection of comparable companies. We engage the assistance of valuation specialists in concluding on fair value measurements in connection with determining fair values of assets acquired and liabilities assumed in a business combination.

The fair value of the deferred revenue at the date of acquisition is determined based on the estimated direct and incremental costs to fulfill the legal performance obligations associated with the deferred revenue, plus a reasonable profit margin. To the extent that the fair value of deferred revenue at the acquisition date is less than it's then carrying value, the revenue in periods subsequent to the acquisition date is reduced until such time that the underlying revenue is recognized.

Contingent consideration payable in cash arising from business combinations is recorded as a liability and measured at fair value each period. Changes in fair value are recorded in general and administrative expenses in the consolidated statements of operations. Determining the fair value of the contingent consideration each period requires our management to make assumptions and judgments. These estimates involve inherent uncertainties and if different assumptions had been used, the fair value of contingent consideration could have been materially different from the amounts recorded. We are required to pay up to a maximum of $8 million of contingent consideration relating to our 2013 Acquisition if we realize a tax benefit from the use of net operating losses generated from the stock option exercises concurrent with the 2013 Acquisition. We determine the fair value of contingent consideration by discounting estimated future taxable income. The significant inputs used in the fair value measurement of contingent consideration are the timing and amount of taxable income in any given period and determining an appropriate discount rate which considers the risk associated with the forecasted taxable income. Significant changes in the estimated future taxable income and the periods in which they are generated would significantly impact the fair value of the contingent consideration liability.

Income Taxes

We use the liability method of accounting for income taxes. Under the liability method, deferred taxes are determined based on the temporary differences between the financial statement and tax bases of assets and liabilities, using tax rates expected to be in effect during the years in which the bases differences are expected to reverse. A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized.

We have assessed our income tax positions and recorded tax benefits for all years subject to examination, based upon our evaluation of the facts, circumstances and information available at each period-end. For those tax positions where we have determined there is a greater than 50% likelihood that a tax benefit will be sustained, we have recorded the largest amount of tax benefit that may potentially be realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where we have determined there is a less than 50% likelihood that a tax benefit will be sustained, no tax benefit has been recognized in our financial statements.

Fair Value of Common Stock Warrants

In September 2013, in connection with a $25 million term loan agreement, we issued warrants to purchase 499,999 shares of common stock at an exercise price per share of $5.00. The warrants are exercisable at any time by the holder and expire upon the earlier of ten years from the issuance date or the sale of our company.

These warrants are classified as a liability and are measured at fair value each period with changes in fair value recorded in our consolidated statement of operations. The warrants will continue to be measured at fair value each period until the earlier of exercise or termination.

Determining the fair value of the common stock warrants each period requires our management to make assumptions and judgments. These estimates involve inherent uncertainties and if different assumptions had been used, fair value of the common stock warrants could have been materially different from the amounts recorded. The fair value is determined using a binomial lattice valuation model. The significant inputs used in the fair value measurement of the common stock warrants are the estimated fair value of our common stock and to a lesser extent the expected stock volatility, the probability of a change in control and future stock issuances which impact the term of the warrants. Significant increases or decreases in the estimated fair value of our common stock would significantly impact the fair value of the warrant liability. The fair value of our common stock is based on a number of quantitative and qualitative factors as described in Stock-Based Compensation section above.

Recent Accounting Pronouncements

See Note 2, “Significant Accounting Policies-Recently Issued Accounting Standards,” of the Notes to Consolidated Financial Statements and Note 2, “Basis of Presentation, Significant Accounting Policies and Recently-Issued Accounting Pronouncements,” of the Notes to Unaudited Condensed Consolidated Financial Statements included elsewhere in this prospectus for a description of recent accounting pronouncements, including the expected dates of adoption and estimated effects on our financial condition, results of operations and cash flows.

Quantitative and Qualitative Disclosures about Market Risk

We have operations both within the United States and internationally, and we are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate, foreign exchange and inflation risks, as well as risks relating to changes in the general economic conditions in the countries where we conduct business. To reduce these risks, we monitor the financial condition of our clients and limit credit exposure by collecting in advance and setting credit limits as we deem appropriate. In addition, our investment strategy has historically been to invest in financial instruments that are highly liquid and readily convertible into cash and that mature within three months from the date of purchase. To date, we have not used derivative instruments to mitigate the impact of our market risk exposures. We have also not used, nor do we intend to use, derivatives for trading or speculative purposes.

Interest Rate Risk

We are exposed to market risk related to changes in interest rates.

We had cash and cash equivalents and marketable securities of $101.3 million as of March 31, 2017. Our cash equivalents and marketable securities consist of highly liquid, investment-grade commercial paper, corporate bonds, U.S. treasury bonds, and asset-backed securities. The carrying amount of our cash equivalents and marketable securities reasonably approximates fair value due to the highly liquid nature of these instruments. The primary objectives of our investment activities are the preservation of capital, the fulfillment of liquidity needs and the fiduciary control of cash and investments. We do not enter into investments for trading or speculative purposes. Our investments are exposed to market risk due to fluctuations in interest rates, which may affect our interest income and the fair market value of our investments. Due to the short-term nature of our investment portfolio, however, we do not believe an immediate 10% increase or decrease in interest rates would have a material effect on the fair market value of our portfolio. We therefore do not expect our operating results or cash flows to be materially affected by a sudden change in market interest rates.

We do not believe our cash equivalents and marketable securities have significant risk of default or illiquidity. While we believe our cash equivalents and marketable securities do not contain excessive risk, we cannot provide absolute assurance that in the future our investments will not be subject to adverse changes in market value. In addition, we maintain significant amounts of cash and cash equivalents at one or more financial institutions that are in excess of federally insured limits. We cannot be assured that we will not experience losses on these deposits.

Foreign Currency Risk

We have foreign currency risks related to our revenue and operating expenses denominated in currencies other than the U.S. Dollar. Our historical revenues have primarily been denominated in U.S. Dollars, and a significant portion of our current revenues continue to be denominated in U.S. Dollars. However, we expect an increasing portion of our future revenues to be denominated in currencies other than the U.S. Dollar, primarily the Euro and British pound. The effect of an immediate 10% adverse change in foreign exchange rates on foreign-denominated accounts receivable at March 31, 2017 would not be material to our financial condition or results of operations. Our operating expenses are generally denominated in the currencies of the countries in which our operations are located, primarily the United States and, to a much lesser extent, the United Kingdom, other European Union countries, Canada, Australia, Singapore, Malaysia and South Africa. Increases and decreases in our foreign-denominated revenue from movements in foreign exchange rates are partially offset by the corresponding decreases or increases in our foreign-denominated operating expenses.

As our international operations grow, our risks associated with fluctuation in currency rates will become greater, and we will continue to reassess our approach to managing this risk. In addition, currency fluctuations or a weakening U.S. Dollar can increase the costs of our international expansion. To date, we have not entered into any foreign currency hedging contracts, since exchange rate fluctuations have not had a material impact on our operating results and cash flows. Based on our current international structure, we do not plan on engaging in hedging activities in the near future.

Inflation Risk

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

BUSINESS

Overview

We have created a comprehensive cloud-based software platform designed to transform and modernize accounting and finance operations for organizations of all types and sizes. Our secure, scalable platform supports critical accounting processes such as the financial close, account reconciliation, intercompany accounting, and controls assurance. By introducing software to automate these processes and to enable them to function continuously, we empower our customers to improve the integrity of their financial reporting, achieve efficiencies and enhance real-time visibility into their operations.

Critical accounting and finance processes underlie the integrity of an organization's financial reports. The lack of effective accounting and finance tools can result in inefficient and cumbersome processes and, in some cases, accounting errors, restatements and write-offs, as well as material weaknesses and significant deficiencies. Traditional enterprise resource planning, or ERP, systems do not generally provide effective solutions for processes handled outside of an organization's general ledger, such as balance sheet account reconciliation, intercompany transaction accounting and the broader financial close process. Many organizations also use multiple ERPs and other financial systems without a platform to efficiently integrate them. As a result, to manage these tasks, organizations rely on spreadsheets and other error-prone and labor-intensive processes that are unsuited for the increasing regulatory complexity and transaction volumes encountered by many modern businesses. We believe that we are creating a new category of powerful cloud-based software that is capable of automating and streamlining accounting and finance operations, in a manner that complements and supports traditional ERP systems. We believe our customers benefit from cost savings through improvements in process management and staff productivity, in addition to managing a faster financial close.

Our mission is to transform how accounting and finance departments operate. Our approach modernizes what historically has been done through batch processing and manual controls typically applied only during the month, quarter or year-end financial close, and delivers dynamic workflows embedded within a real-time, highly automated framework, a process we refer to as "continuous accounting." It also enables up-to-date analytics, provides industry-benchmarked metrics and is designed to help customers run more efficiently while achieving greater accuracy, control and transparency. We believe the need for our software has been driven by growing business and information technology complexities, transaction volumes and expanding regulatory requirements. Our software integrates with, and obtains data from, more than 30 different ERP systems, including NetSuite, Oracle, SAP, and Workday, as well as many other financial systems and applications such as bank accounts, sub-ledgers and in-house databases.

We believe that we have a leading position in the enhanced financial controls and automation market because we were one of the first companies to bring software with this functionality to market and we have a limited number of competitors. The 2016 Gartner Report* identified us as a Leader in the Magic Quadrant for Financial Corporate Performance Management Solutions for our completeness of vision and ability to execute. According to a study we commissioned with Frost & Sullivan, in 2015 there were more than 46,000 corporate organizations in North America and more than 165,000 worldwide that are in our addressable market with revenues greater than $50 million. According to Frost & Sullivan, these companies employ over 13 million accounting and finance personnel, with over 5.5 million in North America alone, all of whom could be potential users of our software platform. Based

* See "Industry and Market Data."

on its assessment of the number of corporate organizations, accounting and finance personnel globally and certain assumptions regarding pricing of our products, Frost & Sullivan estimates that our total addressable market in 2015 was $7.2 billion in North America and $9.4 billion in Europe, Asia Pacific and Latin America, and is expected to grow to a global total addressable market of $19.7 billion by 2018.

We sell our software solutions primarily through our direct sales force, which leverages our relationships with technology vendors, professional services firms and business process outsourcers, to expand our sales process and market reach. Our distribution strategy is based on a "land-and-expand" model and is designed to capitalize on the ease of use and implementation. Our customers include large public and private organizations and small and medium-size businesses across a variety of industries, including healthcare, technology, telecommunications, financial services, consumer retail, and industrial equipment and services. As of March 31, 2017, we had more than 1,800 customers with over 170,000 users in over 130 countries exclusive of the Runbook Acquisition as described below. Additionally, we continue to build strategic relationships with technology vendors, professional services firms, business process outsourcers, and resellers.

We are a holding company and conduct our operations through our wholly-owned subsidiary, BlackLine Systems, Inc. BlackLine Systems, Inc. funded its business with investments from Therese Tucker, our founder and Chief Executive Officer, and cash flows from operations until September 3, 2013, when we acquired BlackLine Systems, Inc. and Silver Lake Sumeru and Iconiq acquired a controlling interest in us, which we refer to as the "2013 Acquisition." We refer to Silver Lake Sumeru and Iconiq collectively as our "Investors." The 2013 Acquisition was accounted for as a business combination under accounting principles generally accepted in the United States of America, or GAAP, and resulted in a change in accounting basis as of the date of the 2013 Acquisition.

On August 31, 2016, we acquired Runbook. The primary purpose of the Runbook Acquisition was to enhance our position as a leading provider of software solutions to automate the financial close process for SAP customers and secondarily to support our European expansion strategy.

We have experienced significant revenue growth and adoption of our platform in recent periods. For the years ended December 31, 2016 and 2015, we had revenues of $123.1 million and $83.6 million, respectively, and we incurred net losses of $39.2 million and $24.7 million, respectively. For the three months ended March 31, 2017 and 2016, we had revenues of $38.6 million and $26.6 million, respectively, and we incurred net losses of $9.0 million and $9.3 million, respectively. See "Summary Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other information included in this prospectus for a discussion of our financial performance.

Industry Background

Accounting is a Universal Mission-Critical Function

Organizations need reliable financial information to plan and execute business initiatives, measure operational progress and satisfy regulatory and financial obligations. For each period-end, enterprise accounting functions typically record, process, reconcile, consolidate, and report financial transactions that are consolidated into useable financial information. These activities typically support other core business functions such as payroll, treasury, procure-to-pay, and order-to-cash processes. Traditionally, many accounting processes, such as balance sheet account reconciliation, intercompany transaction accounting and the broader financial close calendar, are managed and tracked with spreadsheets that are manually reconciled on a periodic basis, and which are often labor-intensive, inefficient and error-prone. The risks of employing traditional methods include lapses in regulatory compliance, damage to brand and public image, and negative impacts on financial health and transparency.

Modern Business is Increasingly Complex

Organizations of all sizes are operating in an increasingly global, complex and fast-moving business environment that presents significant challenges to the performance of the accounting and finance functions. Accountants must process and verify transactions that occur both within and across international borders, involve multiple currencies and require compliance with varying legal, regulatory and tax frameworks. This transactional complexity is exacerbated by other factors typical of global business, such as distance, language barriers and differing time zones. In addition, modern enterprises generate massive amounts of transaction data. It is common for organizations to have thousands of different accounts-potentially comprising billions of records-and to use numerous different financial and operational systems to store that data. Furthermore, companies employ increasingly sophisticated corporate structures that often require accountants to reconcile accounts across various business units and geographies. We believe that the complexity of modern corporate structures and transactions, combined with mounting transaction volumes and a fragmented information technology landscape, creates a significant need for increased automation, efficiency and visibility in accounting and finance.

The Risk of Regulatory Non-Compliance is Significant

Public accounting follows a variety of rules and standards for the processing, recognition and reporting of transactions. These standards, such as generally accepted accounting principles, or GAAP, and International Financial Reporting Standards, or IFRS, are highly specific, apply differently across industries and geographies and, in some cases, provide conflicting guidance. More specific frameworks such as the Sarbanes-Oxley Act of 2002 govern internal controls, disclosure management and audit conduct. Some highly-regulated industries, including financial services, gaming and insurance, have additional specific regulatory requirements. In addition, accounting standards periodically change, such as the revenue recognition accounting standard issued by the Financial Accounting Standards Board, or the FASB in 2014, which must be adopted by public companies by next year and will require an overhaul of many public accounting systems and practices. The resulting tangle of stringent, changing and sometimes conflicting regulations typically requires that organizations maintain more than one set of records, invest heavily in implementing and monitoring internal controls, and undergo expensive and time-consuming audits.

Incorrect financial information can have severe repercussions. A single restatement can cost millions of dollars in forensic accounting and audit fees, lead to significant remediation expenses, generate investor lawsuits, and seriously damage an enterprise's reputation. A material weakness can also trigger noncompliance with debt covenants and damage an organization's credit-worthiness. The Securities and Exchange Commission, or SEC, has also proposed new rules that will require companies to "claw back" incentive-based executive compensation as a result of an accounting restatement. According to the Center for Audit Quality, from 2003 to 2012, 10,479 accounting restatements were reported by SEC reporting companies, including 4,246 restatements requiring reissuance of the affected financial statements, and there was a demonstrated negative near-term effect on the public market price of securities of many companies making such restatements.

Companies Lack Real-Time, Actionable Data from Their Accounting Departments

As complexity, transaction volume and regulatory scrutiny increase, management teams often find themselves without clear and immediate insight into their accounting and finance processes and results. In most cases, the accounting department's work is done within desktop applications or with the use of spreadsheets, leaving management with an incomplete view of their progress in closing, consolidating and reporting each period. By the time data is manually compiled, it is often days or weeks out-of-date, limiting the ability to effectively track and analyze fluctuations and trends, detailed metrics on individual and team performance, and transaction risk profiles in a timely manner.

Such lack of visibility limits the ability of accounting managers to influence ongoing accounting operations. Instead, they are often relegated to conducting quality control measures after a process is completed. Important decisions may be made by less experienced employees and costly errors, such as unreconciled balances or unapproved fund transfers, may go undetected. In addition, the discipline of accounting frequently lacks established metrics by which to gauge performance.

Accounting Professionals Face Compressed Deadlines and a Heightened Expectation of Accuracy

Many organizations, and public companies in particular, have adopted a practice of reporting financial information by a fixed date following their quarter close. Given limited resources, an accelerated timetable can put immense pressure on a company's accounting function. Accounting professionals are expected not only to address business and regulatory challenges but also to achieve completeness and accuracy of operating results to ensure financial integrity. Given these challenges and deadlines, accountants are often forced to leave certain accounts and transactions unreconciled, which can dramatically increase risk and create situations of concern for controllers, chief financial officers and audit committee members.

Traditional Accounting Processes and Tools are Inefficient

The processes and software solutions traditionally employed by accountants, such as general ledgers and ERP systems, do not provide effective solutions for critical, non-general ledger accounting and finance processes such as balance sheet account reconciliation, intercompany transaction accounting and the overall management of the entire financial close process. Most core accounting and finance systems are designed as batch transaction repositories without the ability to consume and process continuous streams of data. In addition, most organizations use multiple ERPs and many other financial systems across their IT environments. Traditionally available accounting tools are inflexible, expensive to configure and maintain, and do not scale easily. As a result, we are addressing a clear need for new scalable accounting and finance tools that can consume data from a variety of sources, process it quickly with embedded business logic, provide a collaborative workspace for accountants, and then store information within a data warehouse or ERP system. Furthermore, accounting processes themselves have not evolved over time and instead remain focused on producing financial information only after period-end, ignoring the growing demand for a more streamlined, continuous approach to accounting.

The BlackLine Solution

We provide a powerful cloud-based software platform designed to automate and streamline accounting and finance operations. The key elements of our solutions include:

Comprehensive Platform

We offer an integrated suite of applications that delivers a broad range of capabilities that would otherwise require the purchase and use of multiple products to support critical accounting processes such as the financial close, account reconciliations, intercompany accounting, and controls assurance. Our platform consists of eight core cloud-based products, including Transaction Matching, Account Reconciliations, Consolidation Integrity Manager, Daily Reconciliations, Journal Entry, Variance Analysis, Task Management and Insights. Customers typically purchase these products in packages that we refer to as solutions, but they have the option to purchase these products individually. Current solutions include our Finance Transformation, Accounting Process Automation, Close Process Management, Balance Sheet Integrity, Intercompany Hub and Smart Close. The technology underpinning our platform includes a comprehensive base of accounting-specific business logic and rules engines, which enable our customers to implement continuous accounting.

Enterprise Integration

Our platform provides simple, secure and automated tools and integrations to transfer data to and from a range of enterprise-wide processes and systems, including ERPs, financial systems and in-house databases, and other custom applications and data. Our platform integrates with over 30 ERP systems, including NetSuite, Oracle, SAP, and Workday. In addition, for companies with multiple systems and complex needs, we can connect with any number of general ledger systems simultaneously, resolving many of the issues associated with consolidating data across systems.

Independence

Our platform is not dependent on any single operating system and works with most major ERP systems our customers may use. Our cross-system functionality allows us to reach a broader group of customers. We are also able to focus on and innovate for the needs of the customers irrespective of updates or changes in their existing systems. We believe this independence provides us with a competitive advantage in the industry over traditional methods.

Ease of Use

Our platform is designed by accountants, for accountants, to be intuitive and easy to use. We strive to enable any user to rapidly implement our platform to manage their accounting and finance activities, from the simplest to the most sophisticated tasks. Our user-friendly interface provides clear visualization of accounting and finance data, enables user collaboration and streamlines business processes.

Innovation

Our ability to develop innovative products has been a key driver of our success and organic growth. Through a history and culture of thought leadership, we have created a new category of powerful software that automates and streamlines antiquated, manual accounting processes to better meet our clients' diverse and rapidly changing needs, and we continue to focus on providing advanced solutions to time and labor intensive accounting practices. We recently launched our Intercompany Hub solution, which is designed to manage all intercompany transactions through one centralized, cloud-based system, our Smart Close solution, which automates task and job scheduling, execution, and monitoring of close activities and our Insights product, which provides real-time performance measures and a benchmarking dashboard.

Security

The robust security features embedded in our platform are designed to meet or exceed both industry standards and the stringent security requirements of our customers. We engage independent security auditors to assess the effectiveness of our comprehensive information security program consisting of risk-driven policies and procedures.

Key Benefits

Our platform is designed to provide the following benefits to our customers:

Flexibility and scalability

Our unified cloud platform is designed for modern business environments and has broad applicability across large and small organizations in almost any industry. The platform supports complex corporate structures, provides integration across all core financial systems, manages multiple currencies and languages, and scales to support high transaction volumes.

Embedded controls and workflow

Our platform was designed for the complex global regulatory environment. Our platform embeds key controls within standardized, repeatable and well-documented workflows, which are designed to result in substantially reduced risk of non-compliance or negative audit findings, greater tolerance for regulatory complexity and increased confidence in financial reports.

Real-time visibility

We provide users with real-time visibility into the status, progress and quality of their accounting processes. With configurable dashboards, user-defined reporting and the ability to drill down to individual reconciliations, journals and tasks, users can track open items, identify bottlenecks within a process or intervene to prevent mistakes.

Automation and efficiency

Our platform can ingest data from a variety of sources, including ERP systems and other data repositories, and apply powerful, rules-driven automation to reconciliations, journals and transactions. This streamlines accounting processes, minimizes manual data entry and improves individual productivity to help ensure that accounting processes are completed on time. As a result, this automation allows users to focus on value-added activities instead of process management.

Continuous processing

Our platform helps organizations embed quality control, compliance and financial integrity into their day-to-day processes rather than rely on the traditional process of validating financial information at the end of each period. Activities such as account reconciliation and variance analysis can be performed in real-time, thus reducing the risk of errors and creating a more agile accounting environment.

Our Growth Strategy

We intend to continue investing in a number of growth initiatives to provide our customers with advanced solutions and to address and expand our market opportunity. Our principal growth strategies include the following:

Continue to Innovate and Expand Our Platform

Our ability to develop new, market-leading applications and functionalities is integral to our success. We intend to continue extending the functionality and range of our applications to bring new and improved solutions to accounting and finance. We recently launched our Intercompany Hub solution, which is designed to manage all intercompany transactions through one centralized, cloud-based system, our Smart Close solution, which automates task and job scheduling, execution, and monitoring of close activities and our Insights product, which provides real-time performance measures and a benchmarking dashboard.

Enhance Our Leadership Position in the Enterprise Market and Mid-Market Customer Base

We believe we have a leading position in the enhanced financial controls and automation market with both enterprise market and mid-market customers, and we were recognized as a Leader in the Gartner Report* in the Magic Quadrant for Financial Corporate Performance Management Solutions for

* See "Industry and Market Data."

our completeness of vision and ability to execute. We had more than 1,800 customers across a variety of industries and geographies as of March 31, 2017 exclusive of the Runbook Acquisition. Our customers include some of the largest multi-national enterprises, as well as leading medium and small businesses around the world. We intend to leverage our brand, history of innovation and customer focus to maintain and grow our leadership position with enterprise market customers. We believe that mid-market businesses are particularly underserved and that our platform can help these businesses modernize their accounting and finance processes efficiently and effectively. We have made recent investments to grow our mid-market sales team and plan to continue leveraging our network of resellers to grow our mid-market business globally.

Increase Customer Spend through Expanded Usage and Adoption of Additional Products

We believe there is a significant opportunity to increase sales of our products within our existing customer base. We pursue a land-and-expand sales model to increase the use of our platform by selling additional solutions and features and increasing the number of users within our customers' organizations. Our pricing model is designed to allow us to capture additional revenue as our customers' usage of our platform grows, providing us with an opportunity to increase the lifetime value of our customer relationships.

Expand Our International Operations and Customer Footprint

We believe that we have a significant opportunity to expand the use of our cloud-based products outside the United States. We derived approximately 19% of our revenues from sales outside the United States in the three months ended March 31, 2017, and we derived approximately 16% of our revenues from sales outside of the United States in the year ended December 31, 2016. We believe there are substantial opportunities to increase sales to customers outside of the U.S. In August 2016, we acquired Runbook primarily to enhance our position as a leading provider of software solutions to automate the financial close process for SAP customers and secondarily to support our European expansion strategy. We currently have users in over 130 countries, and our platform supports applicable international accounting standards, as well as 16 languages and all currencies specified by the International Organization for Standardization, or ISO currencies. We have an established presence in Australia, Canada, England, France, Germany, Malaysia, Netherlands, Poland, and Singapore, South Africa, and the United Kingdom, and we intend to invest in further expanding our footprint in these and other regions.

Extend Our Customer Relationships and Distribution Channels

We have established strong relationships with key industry participants to supplement marketing and delivery of our applications. These relationships include agreements with technology vendors such as SAP and NetSuite, professional services firms such as Deloitte and KPMG, and business process outsourcers, or BPOs, such as Cognizant, Genpact and IBM.

These relationships enable us to effectively market our solutions by offering a complementary suite of services to our customers. In particular, we offer our customers an integrated SAP-endorsed business solution through our relationship with SAP. We intend to continue to strengthen and expand our existing relationships, seek new relationships and further expand our distribution channels to help us expand into new markets and increase our presence in existing markets.

Customers

Our customers include multinational corporations, large domestic enterprises and mid-market companies across a broad array of industries. These businesses include publicly-listed entities and privately-owned enterprises, as well as non-profit entities. As of March 31, 2017, we had over 170,000

individual users in over 130 countries across more than 1,800 customers exclusive of the Runbook Acquisition. We define a customer as an entity with an active subscription agreement as of the measurement date. In situations where an organization has multiple subsidiaries or divisions, each entity that is invoiced as a separate entity is treated as a separate customer. However, where an existing customer requests its invoice be divided for the sole purpose of restructuring its internal billing arrangement without any incremental increase in revenue, such customer continues to be treated as a single customer. For the three months ended March 31, 2017, sales to enterprise and mid-market customers represented 84% and 16% of our revenues, respectively. For the years ended December 31, 2016 and 2015, sales to enterprise customers represented 85% and 86% of our revenues, respectively, while sales to mid-market customers represented 15% and 14% of our revenues, respectively.

Our customers operate in complex, diverse and often global information technology ecosystems with numerous general ledgers, sub-ledgers, treasury systems, and ERP systems from different vendors, including NetSuite, Oracle, SAP, and Workday. Our platform is designed for and used by employees across the organization, including end users such as internal accounting employees, controllers and chief accounting officers, as well as chief financial officers and other senior executives and external auditors.

We believe our customers benefit from improvements in process management and staff productivity, in addition to a faster financial close. Cost savings are achieved from the reconciliations of accounts, across approval and review roles, in process administration, and in audit, storage and paper expenses.

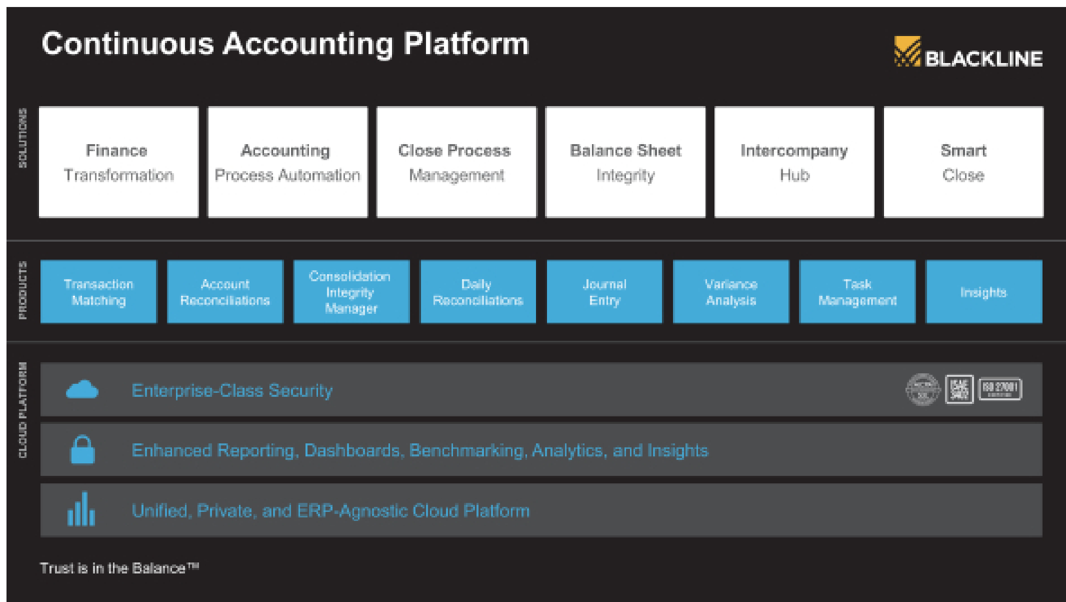
The following is a sample of our current customers across some of the industries we serve. The customers below vary in size of their respective business and the amount of revenue we derive from them.

Consumer/Retail	Healthcare	Financial Services
Costco Wholesale Corporation	Alliance Healthcare Services	CSAA Insurance Exchange Russell
Kraft Heinz Foods Company	American Dental Partners, Inc.	Investment Group RSA Insurance
Mondelez	Brooks Rehabilitation	Group plc SunTrust Bank
The Coca-Cola Company	DaVita HealthCare Partners Inc.	Xoom Corporation
Under Armour	Shire Pharmaceuticals	
	Zeltiq Aesthetic	

Technology	Industrial/Energy	Services
Adaptive Insights	British Gas Trading Limited	Brink’s Company
Autodesk	Greif Inc.	Kempinski Hotels
GoDaddy.com	Hubbell Incorporated	Orange Lake Resorts
Rackspace	Kimberly-Clark Global Sales, LLC	SiriusXM Radio Inc.
Zendesk, Inc.		

Products and Services

Our platform consists of eight core cloud-based products, including Transaction Matching, Account Reconciliations, Consolidation Integrity Manager, Daily Reconciliations, Journal Entry, Variance Analysis, Task Management and Insights. Customers typically purchase these in packages that we refer to as solutions, but they have the option to purchase these products individually. While our current solutions include Finance Transformation, Accounting Process Automation, Close Process Management, Balance Sheet Integrity, Intercompany Hub and Smart Close, we update our solutions from time to time.



Our Products

Our platform consists of eight core cloud-based products:

- ***Transaction Matching*** analyzes and reconciles high volumes of individual transactions from different sources of data based upon user-configured logic. Our rules engine automatically identifies exceptions, errors, missing data, and variances within massive data sets. The matching engine processes millions of records per minute, can be used with any type of data and allows customers to reconcile transactions in real-time.
- ***Account Reconciliations*** provides a centralized workspace from which users can collaborate to complete account reconciliations. Features include standardized templates, workflows for review and approval, linkage to policies and procedures, and integrated storage of supporting documentation. The product automates otherwise manual activities in the reconciliation process, significantly reducing time and effort and increasing productivity. It also enhances internal controls by facilitating the appropriate segregation of duties, simplifying reconciliation audits and adding transparency and visibility to the reconciliation process.
- ***Consolidation Integrity Manager*** manages the automated system-to-system tie-out process that occurs during the consolidation phase of the financial close. Companies with multiple ERPs utilize a consolidation system to produce their consolidated financial results. Because these systems contain and produce information that changes continually and requires constant adjustments, a final tie-out that is typically handled manually in a spreadsheet is necessary prior to publishing results. This product automates the tie-out process, aggregating balances from dozens or hundreds of different systems and allowing users to identify exceptions and create adjustments quickly.
- ***Daily Reconciliations*** narrows the scope of a reconciliation to a single day's transactions or balance detail. Users can then perform their analysis in minutes per day, rather than attempting to review an entire month's worth of activity in a limited time during the period-end close. Some industries, such as banking, require that organizations track the creation and certification of daily reconciliations. Daily reconciliations are a prime example of continuous accounting in action.

- ***Journal Entry*** allows users to manually or automatically generate, review and post manual journal entries. Journals can be automatically allocated across multiple business units and calculated based on complex, client-defined logic. More importantly, the addition of validation and approval checkpoints helps ensure the integrity of information passed to other financial applications. Customers can use the Journal Entry product to pass information to hundreds of different ERPs and subsystems in a configurable, easily consumable format.
- ***Variance Analysis*** provides “always-on” monitoring and automatically identifies anomalous fluctuations in balance sheet and income statement account balances. Once an account in flux is identified, users are automatically alerted so they can research and determine the source of the fluctuation.
- ***Task Management*** enables users to create and manage processes and task lists. The product provides automatic and recurring task scheduling, includes configurable workflow and provides a management console for accounting and finance projects. Though most commonly used with the financial close, users can create task lists and projects for hundreds of different use cases ranging from external audits to environmental impact surveys.
- ***Insights*** provides us with detailed information about the accounting and finance function for most of our cloud-based customers. Insights, which was made generally available in November 2015, aggregates and analyzes that information and can help clients assess productivity, risk and timeliness. We also provide a series of key performance indicators and allow clients to compare metrics across their own operating entities, set goals and gauge their performance over time. Insights provides benchmarking, scores for a variety of industries, company sizes, and geographies. These benchmarks are drawn from actual client usage of the application, rather than survey data, which provides valuable context for users.

Our Solutions

We offer six solutions, some of which are comprised of packages of our products described above:

- ***Finance Transformation.*** Our Finance Transformation solution consists of the following package of our products: Account Reconciliations, Task Management, Variance Analysis, Transaction Matching, Journal Entry, Daily Reconciliations and Insights.
- ***Accounting Process Automation.*** Our Accounting Process Automation solution consists of the following package of our products: Account Reconciliations, Transaction Matching and Journal Entry.
- ***Close Process Management.*** Our Close Process Management solution consists of the following package of our products: Account Reconciliations and Task Management.
- ***Balance Sheet Integrity.*** Our Balance Sheet Integrity solution consists of the following package of our products: Account Reconciliations, Transaction Matching and Daily Reconciliations.
- ***Intercompany Hub.*** Intercompany transactions occur when entities within a corporate parent organization transact with each other. These transactions are some of the most complex and frequent sources of uncertainty for the accounting function. Our Intercompany Hub solution, which was made generally available in November 2015, manages the entire intercompany transaction lifecycle within our platform and we believe it is the only widely available end-to-end intercompany solution. This solution includes the following features:
    - ***Intercompany Workflow*** replaces informal, ad-hoc intercompany requests and approvals with a simple, structured workflow approval process. The application stores

permissions by entity and transaction type, ensuring that both the initiator and the approver of the intercompany transaction are authorized to conduct business.

- ***Intercompany Processing*** records an organization's intercompany transactions once they reach an appropriate completion level and posts them to the appropriate systems from a single source. The product automatically incorporates local taxes, exchange rates, invoicing requirements, and customer-specific transfer pricing so that the resulting journal entries will net, which reduces the possibility of intercompany differences and eliminates the need to perform a manual reconciliation.
- ***Netting and Settlement*** automatically generate a real-time, aggregated settlement matrix, which shows the balance of transactions across an entire organization. Users can filter the information by transaction type, currency or business relationship, easing the process of netting transactions and helping them make informed, strategic decisions.

- ***Smart Close.*** Modern finance organizations are moving to process standardization and finance automation to make the best use of resources and be more strategic. Our Smart Close solution for SAP provides a simplified, standardized, and automated financial close, embedded directly within SAP. With our Smart Close solution, organizations gain the confidence of improved balance sheet integrity and automated, audited processes that improve productivity and controls. This solution includes the following features:
  - ***Robotic Close Automation from Task Scheduling to Escalation*** automates task and job scheduling, execution, and monitoring of close tasks, as well as outcome verification and escalation with a built-in automation engine. Powerful job scheduling even works with organizations' own internal scheduling tools. Built-in scheduling process templates for tasks like suspense account monitoring, and open item analysis, help finance organizations put time-consuming tasks on auto-pilot. Our Smart Close solution for SAP even automatically verifies the correctness of closing transactions and takes next steps, like raising alerts, making corrections, or immediately pushing the closing process to the next step.
  - ***Standardized Closing Process Across Multiple Systems, Globally*** empowers accounting to manage a single process across legal entities, countries, and different systems, reducing administration costs and monitoring time. Flexibility enables accounting organizations to choose which tasks and reports are run at each location and which are sent to corporate, and automatically run only the tasks and reports that are needed.
  - ***Easy Incorporation and Management of Internal Controls*** makes it simple to define periodic, pre-close activities, closing tasks, internal controls, report verifications, manual processes, milestones, notifications and more. By importing internal controls frameworks, our Smart Close solution helps automate risk management, and enables straightforward customization of internal controls monitoring for the right level of management visibility and control.
  - ***Real-Time Financial Close Visibility*** provides customizable overviews of the close process and financial data, making it simple for accountants to see issues and roadblocks in the close, in real-time. A live overview into status of each aspect of your close period process, with traffic light indicators shows completion levels, to remove uncertainty from the closing process.

Our Services

Customer service is essential to our success. We offer the following services for our customers:

- ***Implementation.*** With a focus on configuration over customization, our implementation approach favors rapid and efficient deployments led by accounting experts, rather than technical resources. A typical project will focus on mapping our application to a customer's current or ideal process, coaching them on best practices, and helping organizations become self-sufficient, instead of dependent on additional professional services. For clients that elect to work with a business process outsourcer or other company for implementation services, our implementation team provides ongoing support in order to ensure that the implementation or finance transformation projects are completed successfully. We generally provide this service for a fixed fee.
- ***Support.*** We provide live customer support 24/7/365 from our offices in Los Angeles, Sydney and London. All customers have access to support resources by phone, email or through our portal, free of charge.
- ***Customer Success.*** Our customer success managers, many of whom are former users, provide customers with best practices and help create a roadmap for expanded usage of our platform. We believe that this service, which is made available to all customers, is central to our retention and upsell efforts.
- ***Training.*** We offer a variety of live and web-based training options, but most customers elect to consume their training through our e-learning environment, BlackLine U. Courses cover platform functionality, as well as the underlying concepts that make reconciliation, the financial close and other accounting and finance activities necessary.

Sales and Marketing

We sell our solutions through our direct sales force. Our enterprise field sales team focuses on selling our solutions to large, global enterprises with annual revenues above $500 million and, in North America, our enterprise field sales team focuses on maximizing the lifetime value of our customer relationships through retention and upsell efforts. Our mid-market sales team focuses on selling our solutions to mid-market businesses with annual revenues between $50 million and $500 million. We also have an account management team dedicated to our existing mid-market and international customer base that generates sales by focusing on contract renewals, expanding the current number of users within an organization and up-selling additional products.

Our direct sales force leverages our relationships with technology vendors such as SAP and NetSuite, professional services firms such as Deloitte and KPMG and business process outsourcers such as Cognizant, Genpact and IBM, to influence and drive customer growth. In particular, we offer our customers an integrated SAP-endorsed business solution in connection with our relationship with SAP. We also utilize a reseller channel that includes software vendors throughout the world and offer training in our solutions so that our reach is further extended.

Our marketing efforts are focused on creating sales leads, establishing and extending our brand proposition, generating product awareness, and cultivating our community of users. We generate sales leads primarily through word-of-mouth, search engine marketing, outbound lead generation, and our network of business process outsourcers, business services organizations and resellers. We leverage online and offline marketing channels on a global basis and organize customer roundtables and user conferences and release white papers, case studies, blogs, and digital programs and seminars. We have further extended our brand awareness through sponsorships with leading industry organizations such as the American Institute of Certified Public Accountants, or AICPA, the Institute of Management

Accountants, or IMA, the Financial Executives International, or FEI, the Institute of Chartered Accountants in England and Wales, or ICAEW, and the Association of Chartered Certified Accountants, or ACCA.

Technology, Operations and Development

Technology

Our platform has been designed to deliver a consistent, scalable, high-performing, and secure experience for our customers. Our platform is enabled by rules engines, flexible templates, role-based workflows, and accounting-specific business logic. We deliver our hosted solution on a single code base and via a multi-tenant architecture with unique database instances for each customer. All SaaS customers run the current version of our platform and access it through a web browser. We utilize industry-leading hardware and software components to deliver on the following objectives:

- ***Scalability and Performance.*** Our platform supports a high, sustained level of client activity and a large, globally distributed client base while remaining high-performing and reliable. Our infrastructure incorporates load balancing technology and can scale quickly to absorb spikes in usage. We also monitor application performance and intervene, as necessary, to prevent degradation. Finally, our platform incorporates technologies to manage volume within the solutions. These include a near real-time data warehouse, a high-volume transaction processing engine and a custom-built user interface.
- ***Reliability.*** During 2016, we had no unscheduled downtime and 99.92% total availability, including scheduled maintenance. Client data is mirrored between primary and alternate data centers, providing effective redundancy and disaster recovery.
- ***Flexibility.*** Our application architecture is modular, which allows us to quickly release new products or expand existing feature-sets by combining and configuring existing components. Our development has always been both rapid and responsive, which allows us to support a wide array of clients and bring new products to market while maintaining a consistent user interface and single, cohesive code base.

Security

Due to the sensitive nature of the data we store for our clients, we place a heavy emphasis on security. Our infrastructure and software products are designed to meet and exceed rigorous security standards and to assure customers that we are taking appropriate measure to protect their data.

We maintain a comprehensive information security management system that extends companywide and integrates into our core technology and business processes. This system includes deployment of a variety of detective, preventive and deterrent controls that include technical and administrative safeguards. The controls are regularly tested, both internally and by third-party audits and penetration tests. We are certified for compliance with the ISO 27001 framework, and we regularly undergo SSAE16, ISAE 3402 and SOC audits. We believe that we are in compliance with regulatory requirements and that we employ security best practices. A dedicated team of security professionals orchestrate our information security program. Our information security controls and practices include strong encryption for data at rest and in transit and extensive monitoring with comprehensive security incident detection and response process.

Operations

We host our platform and solutions for our customers in data centers located in North America (Culpeper, Virginia and Las Vegas, Nevada) and Europe (Amsterdam, Netherlands and London, United Kingdom). We contract with Verizon (Virginia and Netherlands), SuperNap (Nevada) and VMware (UK) for use of these data center facilities. These facilities provide extensive physical security, including manned security 365 days a year, 24 hours a day, seven days a week, with video surveillance, redundant power and environmental controls, and technical controls, including biometric access. Network equipment, servers and applications are managed by our employees, and we staff a network operations center, or NOC, to monitor performance 365 days a year, 24 hours a day. We regularly conduct risk and security assessments of these facilities and review their SSAE16, SOC and/or ISO 27001 attestations and certifications to ensure that our datacenter providers have adequate controls to maintain availability and security of our services.

Development

Our research and development organization focuses on developing new software solutions and enhancing existing products, conducting software and quality assurance testing and improving our core technology. Our research and development organization is located primarily in our Los Angeles, California headquarters, where we are committed to recruiting, hiring and retaining top technical talent. We invest substantial resources in research and development to drive core technology innovation and to bring new products to market.

Our research and development expenses were $21.1 million, $18.2 million and $5.9 million for the years ended December 31, 2016 and 2015, and the three months ended March 31, 2017, respectively. Our research and development expenses as a percentage of revenue were 17.2%, 21.8% and 15.4% for the years ended December 31, 2016 and 2015 and the three months ended March 31, 2017, respectively.

Competition

The market for accounting and financial software and services is competitive, rapidly evolving and requires deep understanding of the industry standards, accounting rules and global financial regulations.

We compete with vendors of financial automation software such as Trintech, and we also compete with components of Oracle’s Hyperion software.

We believe the principal competitive factors in our market include the following:

- level of customer satisfaction;
- ease of deployment and use of applications;
- ability to integrate with multiple legacy enterprise infrastructures and third-party applications;
- domain expertise on accounting best practices;
- ability to innovate and respond to customer needs rapidly;
- capability for configurability, integration and scalability of applications;
- cloud-based delivery model;
- advanced security and reliability features;

- brand recognition and historical operating performance; and
- price and total cost of ownership.

We believe we are positioned favorably against our competitors based on these factors. However, certain of our competitors may have greater name recognition, longer operating histories, more established customer and marketing relationships, larger marketing budgets, and significantly greater resources.

Intellectual Property and Proprietary Rights

Our intellectual property and proprietary rights are important to our business. We currently have one pending patent application. We primarily rely on copyright, trade secret and trademark laws, trade secret protection, and confidentiality or license agreements with our employees, customers, partners, and others to protect our intellectual property rights. Though we rely in part upon these legal and contractual protections, we believe that factors such as the skills and ingenuity of our employees and the functionality and frequent enhancements to our solutions are larger contributors to our success in the marketplace.

Despite our efforts to preserve and protect our intellectual property and proprietary rights, unauthorized third parties may attempt to copy, reverse engineer or otherwise obtain portions of our software. Competitors may attempt to develop similar products that could compete in the same market as our products. Unauthorized disclosure of our confidential information by our employees or third parties could occur. Laws of other jurisdictions may not protect our intellectual property and proprietary rights from unauthorized use or disclosure in the same manner as the United States. The risk of unauthorized use of our proprietary and intellectual property rights may increase as our company continues to expand outside of the United States.

Third-party infringement claims are also possible in our industry, especially as software functionality and features expand, evolve and overlap with other industry segments.

Information about Segment and Geographic Revenue

Information about segment and geographic revenue is set forth in Notes 2 and 15 of the “Notes to Consolidated Financial Statements” elsewhere in this prospectus.

Employees and Culture

We believe our employees and culture are fundamental to our success. Therese Tucker, our founder and Chief Executive Officer, has led our company since its inception in 2001 and has built and maintained a culture committed to empowering our employees and communities around us. Our motto “Think. Create. Serve.” expresses our core values as a company dedicated to innovation and creativity, collaboration and action and service to each other and our customers.

We seek to hire talented employees and are focused on their long-term development and training. We work to foster a collaborative, performance-driven working environment where integrity, open and honest communication and accountability are embraced and cultivated. By mixing these important features with an element of fun, we seek to maintain a satisfying workplace for our employees. We are proud of our recognition as a best place to work in the Los Angeles area in 2013, 2014, 2015, and 2016.

Many of our employees have previously worked for our customers. We believe this uniquely positions us to build compelling and effective products while also enhancing the user experience for our customers. Our desire to build a platform that creates value for all stakeholders in the accounting and financial process informs our decisions regarding product design and development.

We also believe in making a positive impact on our communities. Each year during our annual Users Conference, we join with our customers to perform a day of community service—in 2016, through a joint event with LA Mission, our employees, interested clients and partners volunteered their time to distribute food to local needy residents. In 2014 and 2015, through joint events with Windy City Habitat for Humanity and Atlanta-based Habitat for Humanity, we helped to rebuild homes in the cities of Chicago and Atlanta.

As of March 31, 2017, we employed 640 people globally. None of our employees are represented by a labor union or covered by a collective bargaining agreement. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

Facilities

Our principal executive offices are located in Los Angeles, California where we occupy approximately 88,000 square feet of space under a lease that expires in January 2024. We also occupy additional leased offices located in Chicago, Illinois; Atlanta, Georgia; New York, New York; London, the United Kingdom; Melbourne, Australia; Sydney, Australia; Paris, France; Johannesburg, South Africa; Frankfurt, Germany; Kuala Lumpur, Malaysia; Vancouver, Canada; Ede, Netherlands; and Singapore. We believe that our properties are generally suitable to meet our needs for the foreseeable future. In addition, to the extent we require additional space in the future, we believe that it would be readily available on commercially reasonable terms.

Legal Proceedings

From time to time, we may be subject to legal proceedings arising in the ordinary course of business. In addition, from time to time, third parties may assert intellectual property infringement claims against us in the form of letters and other forms of communication. As of the date of this prospectus, we are not a party to any litigation the outcome of which, if determined adversely to us, would individually or in the aggregate be reasonably expected to have a material adverse effect on our results of operations, prospects, cash flows, financial position or brand.

Table of Contents

MANAGEMENT

Executive Officers, Directors and Key Employees

The following table provides information regarding our executive officers, directors and key employees as of May 19, 2017:

Name	Age	Position
Executive Officers:		
Therese Tucker	55	Chief Executive Officer and Director
Chris Murphy	48	Chief Revenue Officer
Mark Partin	49	Chief Financial Officer
Karole Morgan-Prager	54	Chief Legal and Administrative Officer
Non-Employee Directors:		
Jason Babcoke	44	Director
John Brennan	52	Chairman
William Griffith	45	Director
Hollie Haynes	45	Director
Graham Smith	57	Director
Thomas Unterman	72	Director
Other Key Employees:		
Max Solonski	45	Chief Security Officer
Mario Spanicciati	36	Chief Marketing Officer and Director
Karen Flathers	50	Chief Customer Officer

Executive Officers

Therese Tucker is our founder and has served as our Chief Executive Officer and a member of our board of directors since August 2001. Prior to founding the Company, Ms. Tucker served as Chief Technology Officer for SunGard Treasury Systems, Inc., a provider of software solutions and information technology services, from 1998 to 2001. Ms. Tucker holds a B.S. in Computer Science and Mathematics from University of Illinois at Urbana-Champaign.

Ms. Tucker is a valuable member of our board of directors, possessing over 25 years of experience in the finance and technology industry and the operational insight and expertise she has accumulated as our founder and Chief Executive Officer.

Chris Murphy has served as our Chief Revenue Officer since March 2014. Prior to joining us, Mr. Murphy served as Senior Vice President and General Manager of the Financial Solutions Group for Infor, Inc., a provider of business management enterprise software, from March 2004 to February 2014. From May 2003 to February 2004, Mr. Murphy served as the Vice President of Global Sales Operations for Melita International, a provider of customer contact management solutions. From October 1999 to May 2003, Mr. Murphy served as the Vice President of Sales Operations for divine, inc., an internet incubator. From October 1991 to June 1999, Mr. Murphy served in various financial roles for Platinum Technology Inc., a management software and database company, Information Resources, Inc, a market research company, and United States Cellular Corporation, a provider of wireless services. Mr. Murphy holds an M.B.A. from DePaul University, Charles H. Kellstadt Graduate School of Business, a B.S. in finance from University of South Carolina, Darla Moore School of Business and a B.A. in French from University of South Carolina, Columbia.

Mark Partin has served as our Chief Financial Officer since January 2015 and as our Treasurer since February 2015. Prior to joining us, Mr. Partin served as the Chief Financial Officer for Fiberlink

Communications Corporation (now MaaS360, an IBM Company), an Enterprise Mobility Management company from 2005 to 2014. From 1995 to 2005, Mr. Partin served in various senior financial roles for companies such as Headhunter.net, Inc. (now Careerbuilder.com), Contour Medical, Inc. (acquired by Sun Healthcare Group, Inc.), American Health Imaging, and Williams Group International. From 1991 to 1995, Mr. Partin was a CPA and auditor with Arthur Andersen & Co. in Atlanta, Ga. Mr. Partin holds an M.B.A. from Harvard Business School and a B.S. in business administration from the University of Tennessee.

Karole Morgan-Prager has served as our Chief Legal Officer since May 2015 and as our Secretary since August 2015 and was named Chief Legal and Administrative Officer in October 2016. Prior to joining us, Ms. Morgan-Prager served as General Counsel and Corporate Secretary of McClatchy Company, a newspaper and internet publisher, from July 1995 to May 2015. She was named Vice President of The McClatchy Company in May 1998 and Vice President, Corporate Development in May 2012. From November 1992 to June 1995, Ms. Morgan-Prager served as Associate General Counsel for The Times Mirror Company, a newspaper publishing company that was acquired by Tribune Co. From October 1987 to October 1992, Ms. Morgan-Prager was an Associate with the law firm Morrison & Foerster, working on corporate securities matters. Ms. Morgan-Prager holds a J.D. from the University of California, Los Angeles and a B.A. in Journalism and Political Science from University of Nevada.

Non-Employee Directors

Jason Babcoke has served as a member of our board of directors since September 2013. Mr. Babcoke has served as a Managing Director of Sumeru Equity Partners, a private equity firm, since March 2014. Since July 2011, Mr. Babcoke has served as a Principal for Silver Lake Sumeru, a middle-market investment group of Silver Lake, a global private equity firm. From August 2008 to July 2011, Mr. Babcoke worked at Symphony Technology Group, a private equity firm. From July 2004 to August 2006, Mr. Babcoke served as a Senior Manager for Life Technologies, a biotech company. From February 2001 to March 2004, Mr. Babcoke served as Director of Engineering for Angstron Systems, Inc., a nano-deposition technology company, acquired by Novellus. From July 2000 to January 2001, Mr. Babcoke served as a Venture Capital Associate for The Spark Group, a technology-focused investment group. Currently, Mr. Babcoke serves as a member of the board of directors for Buildium, LLC and Snow Software. Mr. Babcoke holds an M.B.A. from Harvard Business School, an M.S. in Management Science and Engineering from Stanford University and a B.S. in Mechanical Engineering from University of California, Berkeley. Mr. Babcoke is a designee of Silver Lake Sumeru.

Mr. Babcoke brings valuable experience in venture capital investing and knowledge of technology companies to the board of directors.

John Brennan has served as a member of our board of directors since September 2013 and is the Chairman of our board of directors. Mr. Brennan cofounded Sumeru Equity Partners, a private equity firm and has served as Managing Director since March 2014. Since February 2008, Mr. Brennan has served as a Managing Director for Silver Lake Sumeru, a middle-market investment group of Silver Lake, a global private equity firm. From June 2003 to February 2008, Mr. Brennan served as Senior Vice President of Platform Software for Adobe Systems Incorporated, a computer software company. Mr. Brennan served as Senior Vice President of SMB Segment Operations for Hewlett Packard Company, an information technology company, from April 2000 to June 2003 and as Principal and Associate Partner of Electronics and High-Tech Practice for Accenture Strategic Services, a management consulting, technology services and outsourcing company, from August 1991 to March 1999. Currently, Mr. Brennan serves as a member of the board of directors for ForeFlight, LLC, Influence Health, Inc. (formerly Medseek), Talend, Digital Reasoning Systems, Inc. and Buildium, LLC. Mr. Brennan holds an M.B.A. from University of California, Berkeley Haas School of Business and a B.A. in History from Yale University. Mr. Brennan is a designee of Silver Lake Sumeru.

Mr. Brennan brings valuable management experience as well as experience in venture capital investing and knowledge of technology companies to the board of directors.

William Griffith has served as a member of our board of directors since September 2013. Since January 2013, Mr. Griffith has served as a partner of ICONIQ Capital Group, L.P., the parent company of an independent SEC Registered Investment Advisor and one of our Principal Stockholders. From January 2012 to December 2012, Mr. Griffith was a private investor. From August 2000 to December 2011, Mr. Griffith was employed by Technology Crossover Ventures, a private equity and venture capital firm, and served as a General Partner starting in 2003. Prior to joining Technology Crossover Ventures, Mr. Griffith served as an Associate for Beacon Group Ventures, a private equity firm acquired by JP Morgan Chase & Co. Before joining Beacon Group Ventures, Mr. Griffith served as an Investment Banking Analyst at Morgan Stanley, a financial services company. Currently, Mr. Griffith serves as a Board member for Age of Learning, Inc. and Procore Technologies, Inc. Mr. Griffith holds an M.B.A. from Stanford University Graduate School of Business and an A.B. in History and Engineering from Dartmouth College. Mr. Griffith is a designee of Iconiq.

Mr. Griffith brings valuable experience to the board of directors, both as an investment professional in the technology industry and as a result of his service as a board member for private and publicly traded companies.

Hollie Haynes has served as a member of our board of directors since September 2013. Ms. Haynes founded Luminate Capital Partners, a private equity firm, and has served as its Managing Partner since January 2015. Since June 2007, Ms. Haynes has served as Managing Director for Silver Lake Sumeru, a middle-market investment group of Silver Lake, a global private equity firm. Ms. Haynes joined Silver Lake in August 1999. From June 1993 to July 1997, Ms. Haynes served in various analyst roles for Hellman & Friedman, a private equity firm, and Morgan Stanley, an investment bank. Currently, Ms. Haynes serves as a member of the board of directors of various private companies. Ms. Haynes holds an M.B.A. from Stanford University Graduate School of Business and an A.B. in Economics from Harvard University. Ms. Haynes is a designee of Silver Lake Sumeru.

Ms. Haynes is a valuable member of our board of directors, bringing experience in the technology and financial industries and service as a board member for privately held companies.

Graham Smith has served as a member of our board of directors since May 2015. Mr. Smith served as Executive Vice President of Salesforce, Inc., a provider of customer relationship management software from April 2015 to June 2015. He also served as Salesforce, Inc.’s Executive Vice President, Finance from August 2014 to March 2015, Executive Vice President and Chief Financial Officer from March 2008 to August 2014, and Executive Vice President and Chief Financial Officer Designate from December 2007 to March 2008. From January 2003 to December 2007, Mr. Smith served as Chief Financial Officer of Advent Software, Inc., a provider of portfolio accounting software. Mr. Smith has served as a member of the board of directors for Splunk Inc., a provider of operational intelligence software, since July 2011, MINDBODY, Inc., a provider of software to the wellness industry, since February 2015, Xero, Inc., a provider of online accounting software, since February 2015 and Citrix Systems, Inc., a provider of workplace software, since December 2015. Mr. Smith holds a B.Sc. in Economics and Politics from University of Bristol in England and qualified as a member of the Institute of Chartered Accountants in England and Wales.

Mr. Smith brings valuable experience to our board of directors, including his experience in the software industry and service as an executive and a director for publicly traded companies, where he has served on various committees and held leadership roles.

Thomas Unterman has served as a member of our board of directors since 2010. Since September 1999, Mr. Unterman has served as Partner for Rustic Canyon Partners, an early stage

venture capital firm, which he founded in September 1999. From August 1992 to December 1999, Mr. Unterman served as Executive Vice President and Chief Financial Officer of The Times Mirror Company, a newspaper publishing company that was acquired by Tribune Co. Currently, Mr. Unterman serves as Chairman of the Board of the California Community Foundation and UCLA Technology Development Corp. He is a Trustee of the California State Teachers Retirement System and a Director of several Los Angeles community based non-profit companies. He also serves as a director for several of the Rustic Canyon portfolio companies and Praedicat, a private company. Mr. Unterman holds a J.D. from University of Chicago and a B.A. from the Woodrow Wilson School of Public Affairs at Princeton University.

Mr. Unterman is a valuable member of our board of directors, bringing substantial experience as an executive officer of a public company, as an investment professional and as a director of private technology companies. We also believe that Mr. Unterman brings historical knowledge and continuity to the board of directors.

Other Key Employees

Karen Flathers joined us in September 2016 as our Chief Customer Officer. Prior to joining us, Ms. Flathers served as the Vice President Global Field Operations of Zoura Inc., a provider of SaaS-based billing, commerce and finance management products from September 2015 to September 2016. Ms. Flathers also served as Zoura Inc.'s Vice President Professional Services from September 2014 to September 2015. From September 2008 to June 2014, Ms. Flathers served as Senior Vice President Services and Support/General Manager Software of Aclara Technologies LLC, a provider of SaaS and on premise solutions to the utility industry. From January 1999 to September 2008, Ms. Flathers served in various senior professional services roles for SAP America, Inc., a developer of business software solutions. Ms. Flathers holds a B.A. from Brown University.

Max Solonski has served as our Vice President of Information Security from March 2012 to October 2015 and was named Chief Security Officer in October 2015. From November 2010 to March 2012, Mr. Solonski served as Senior Manager of Information Security and Compliance for Mattel, Inc., a multinational toy manufacturing company. From February 2009 to November 2010, Mr. Solonski served as Manager of Global Information Security for Westfield Corporation, one of the world's leading shopping center companies. From April 2006 to January 2009, Mr. Solonski served as Manager of Information Security for Warner Bros. Entertainment Inc., an entertainment company. From April 2002 to April 2006, Mr. Solonski served as Senior Security Analyst for The Walt Disney Company, a multinational mass media and entertainment company.

Mario Spanicciati joined us in 2004 and has served as our Chief Marketing Officer since October 2016. Previously, Mr. Spanicciati served as our Chief Strategy Officer from August 2015 to October 2016 and as our Executive Vice President. He has been a member of our board of directors since September 2013. Prior to joining us, Mr. Spanicciati served as an Analyst for Merrill Lynch's Private Banking & Investment Group, a division of Merrill Lynch that offers personalized wealth management products and services from January 2003 to June 2004. Mr. Spanicciati holds a B.S. in Hotel Administration from Cornell University.

Mr. Spanicciati is a valuable member of our board of directors, bringing important perspective and experience as our Chief Marketing Officer. We also believe that he brings historical knowledge, operational expertise and continuity to the board of directors.

Board Composition

Our board of directors is currently comprised of eight members. Within one year of the effective date of the registration statement for our initial public offering, or by October 26, 2017, we intend to increase the size of our board of directors by one director and will fill the vacancy with a director who will be elected to serve on our audit committee and who satisfies the enhanced independence standards for audit committee members established by applicable SEC rules and the rules of the NASDAQ Stock Market, or NASDAQ.

Our board of directors consists of three classes of directors, each serving staggered three-year terms. Upon expiration of the term of a class of directors, directors in that class will be elected for a three-year term at the annual meeting of stockholders in the year in which that term expires. Each director's term continues until the election and qualification of his or her successor, or his or her earlier death, resignation or removal. Any increase or decrease in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors.

- Our Class I directors are Ms. Tucker and Messrs. Spanicciati and Unterman.
- Our Class II directors are Ms. Haynes and Mr. Babcoke.
- Our Class III directors are Messrs. Brennan, Griffith and Smith.

Our board of directors is responsible for, among other things, overseeing the conduct of our business, reviewing and, where appropriate, approving our long-term strategic, financial and organizational goals and plans, and reviewing the performance of our chief executive officer and other members of senior management. Following the end of each year, our board of directors will conduct an annual self-evaluation, which includes a review of any areas in which the board of directors or management believes the board of directors can make a better contribution to our corporate governance, as well as a review of our committee structure and an assessment of the board of directors' compliance with corporate governance principles. In fulfilling the board of directors' responsibilities, directors have full access to our management and independent advisors.

Stockholders' Agreement

We are party to an Amended and Restated Stockholders' Agreement with our Principal Stockholders, dated as of October 27, 2016, or the Stockholders' Agreement. Pursuant to the Stockholders' Agreement, our Principal Stockholders are entitled to designate members of our Board as follows:

Silver Lake Sumeru is entitled to designate: (i) seven directors of up to a 13 member Board for so long as Silver Lake Sumeru beneficially owns more than 35% of the total number of shares of our common stock then outstanding; (ii) six directors for so long as Silver Lake Sumeru beneficially owns 35% or less, but more than 25% of the total number of shares of our common stock then outstanding; (iii) three directors for so long as Silver Lake Sumeru beneficially owns 25% or less, but more than 20% of the total number of shares of our common stock then outstanding; (iv) two directors for so long as Silver Lake Sumeru beneficially owns 20% or less, but more than 10% of the total number of shares of our common stock then outstanding; and (v) one director for so long as Silver Lake Sumeru beneficially owns 10% or less, but at least 5% of the total number of shares of our common stock then outstanding.

Iconiq is entitled to designate one director for so long as Iconiq beneficially owns at least 5% of the total number of shares of our common stock then outstanding.

Silver Lake Sumeru and Iconiq designees to our board of directors will each serve until the annual meeting of stockholders in the year in which their respective board terms expire. If Silver Lake Sumeru or Iconiq meet the applicable beneficial ownership thresholds as of 120 days prior to such annual meetings, the Silver Lake Sumeru or Iconiq designees will be nominated by our board of directors for election by the stockholders at such annual meeting. The Principal Stockholders will agree to vote their shares in favor of the directors nominated as set forth above. In addition, Silver Lake Sumeru and Iconiq shall be entitled to designate the replacement for any of their respective board nominees or designees, as applicable, whose board service terminates prior to the end of the director's term. In each case, Silver Lake Sumeru's and Iconiq's nominees or designees, as applicable, must comply with applicable law and stock exchange rules.

Silver Lake Sumeru has designated Messrs. Babcoke and Brennan and Ms. Haynes pursuant to the Stockholders' Agreement and Iconiq has designated Mr. Griffith pursuant to the Stockholders' Agreement.

Ms. Tucker and Mr. Spanicciati are also each be entitled to membership on our board of directors, subject to the following: in the event that Ms. Tucker or Mr. Spanicciati ceases to be employed by the company for any reason and she or he beneficially owns less than 5% of the total number of shares of our common stock outstanding (i) she or he will be required to immediately tender her or his resignation from our board of directors effective only upon acceptance by our board of directors and (ii) our board of directors may, in its sole discretion, accept or reject such resignation. If our board of directors rejects the resignation, Ms. Tucker or Mr. Spanicciati, as applicable, will continue to have the right to be designated for membership on our board of directors; provided that our board of directors will have the right, by unanimous vote of the other directors (excluding both Ms. Tucker and Mr. Spanicciati), to require such director's resignation from our board of directors if the our board of directors determines such resignation would be in the best interests of the company, regardless of the number of shares of common stock held by Ms. Tucker or Mr. Spanicciati.

Silver Lake Sumeru shall also have the right to have one designee serve on the audit committee until a new independent director is elected within one year of the effective date of the registration statement for our initial public offering, two designees serve on the compensation committee, and two designees serve on the nominating and corporate governance committee, subject to compliance with applicable law and stock exchange rules, so long as Silver Lake Sumeru owns at least 15% of the total number of shares of our common stock then outstanding. The Stockholders' Agreement, subject to certain exceptions, also prohibits us from increasing or decreasing the size of our board of directors without the prior written consent of Silver Lake Sumeru so long as Silver Lake Sumeru owns at least 15% of the total number of shares of our common stock then outstanding. The affiliates of each of the Principal Stockholders have agreed to vote their shares in favor of the directors designated as set forth above.

Director Independence

Our board of directors has undertaken a review of its composition, the composition of its committees and the independence of each director. Based upon information requested from and provided by each director concerning his or her background, employment and affiliations, including family relationships, and considering the relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, our board of directors has determined that each of our directors, other than Ms. Tucker and Mr. Spanicciati, are "independent directors" as defined under the rules of the NASDAQ Stock Market. In addition, our board of directors determined that Messrs. Smith and Unterman, who are members of our audit committee, satisfy the enhanced independence standards for audit

committee members established by applicable SEC rules and the rules of the NASDAQ Stock Market. Our board of directors has determined that Ms. Haynes and Mr. Brennan, who are members of our compensation committee, satisfy the enhanced independence standards for compensation committee members established by applicable SEC rules and the rules of the NASDAQ Stock Market. Our board of directors has determined that Mr. Brennan and Mr. Unterman, who are members of our nominating and corporate governance committee, satisfy the independence standards for nominating and corporate governance committee members established by applicable SEC rules and the rules of the NASDAQ Stock Market.

Under the corporate governance rules of the NASDAQ Stock Market, we are eligible for certain phase-in periods with respect to director independence and board committee structure. The phase-in periods required us to have a majority of independent members on the audit committee within 90 days of the effective date of the registration statement for our initial public offering, and a fully independent audit committee within one year of the effective date of the registration statement for our initial public offering, or by October 26, 2017. Our audit committee consisted of a majority of independent directors upon the listing date of our common stock and we expect to have a fully independent audit committee no later than October 26, 2017. Mr. Babcoke is currently serving on our audit committee in accordance with the phase-in requirements permitted by the rules of the NASDAQ Stock Market.

Because the Principal Stockholders own a majority of our outstanding stock, we are a “controlled company” as that term is set forth in the rules of the NASDAQ Stock Market and we are eligible to rely on certain corporate governance exemptions. Although we qualify as a “controlled company,” we do not currently and do not expect in the future to rely upon these exemptions.

There are no family relationships among any of our directors or executive officers.

Board Leadership Structure

Our board of directors has adopted corporate governance guidelines that provide that one of our independent directors will serve as our lead independent director at any time when our Chief Executive Officer serves as the Chairman of the Board or if the Chairman is not otherwise independent. The lead independent director will be responsible for calling separate meetings of the independent directors, determining the agenda and serving as chair of meetings of independent directors, reporting to the Chief Executive Officer and Chairman of our board of directors regarding feedback from executive sessions, serving as spokesperson for the company as requested, and performing such other responsibilities as may be designated by a majority of the independent directors from time to time.

Currently, the roles of Chief Executive Officer and Chairman are separate and Mr. Brennan, an independent director, serves as the Chairman of the Board. Our board of directors believes that having an independent director serve as the non-executive Chairman of the Board is the appropriate leadership structure for our company at this time because it allows our Chief Executive Officer to focus on executing our company’s strategic plan and managing our company’s operations and performance, while allowing the Chairman of the Board to focus on the effectiveness of the board and independent oversight of our senior management team.

Role of Board in Risk Oversight Process

Risk is inherent with every business, and we face a number of risks, including strategic, financial, business and operational, legal and compliance, and reputational. We have designed and implemented processes to manage risk in our operations. Management is responsible for the day-to-day

management of risks the company faces, while our board of directors, as a whole and assisted by its committees, has responsibility for the oversight of risk management. Our board of directors reviews strategic and operational risk in the context of discussions, question and answer sessions, and reports from the management team at each regular board meeting, receives reports on all significant committee activities at each regular board meeting, and evaluates the risks inherent in significant transactions. Our board of directors also assesses risks relating to our corporate governance practices, the independence of the board and potential conflicts of interest. Our audit committee assists our board in fulfilling its oversight responsibilities with respect to risk management in the areas of internal control over financial reporting and disclosure controls and procedures, legal and regulatory compliance, and also, among other things, discusses with management and the independent auditor guidelines and policies with respect to risk assessment and risk management. Our compensation committee assesses risks relating to our executive compensation plans and arrangements, and whether our compensation policies and programs have the potential to encourage excessive risk taking.

Our board of directors believes its current leadership structure supports the risk oversight function of the board. In particular, our board believes that our non-executive Chairman and our majority of independent directors provide a well-functioning and effective balance to the members of executive management on our board.

Board Committees

Our board of directors has established a standing audit committee, compensation committee and nominating and corporate governance committee. As described above, pursuant to the Stockholders' Agreement, Silver Lake Sumeru has the right to have one designee serve on the audit committee until a new independent director is elected to serve on the audit committee within one year of the effective date of the registration statement for our initial public offering, or by October 26, 2017, two designees serve on the compensation committee, and two designees serve on the nominating and corporate governance committee, so long as Silver Lake Sumeru owns at least 15% of the total number of shares of our common stock then outstanding, subject to compliance with applicable law and stock exchange rules. Each of the committees has the composition and the responsibilities described below.

Audit Committee. Our audit committee currently consists of Messrs. Babcoke, Smith and Unterman, with Mr. Smith serving as chairperson. Each of Messrs. Smith and Unterman is considered an "audit committee financial expert" as defined in Item 407(d)(5) of Regulation S-K promulgated under the Securities Act and all members of the audit committee are financially literate. Our audit committee operates under a written charter approved by our board of directors and that satisfies the applicable rules and regulations of the SEC and the rules of the NASDAQ Stock Market.

Our audit committee oversees our corporate accounting and financial reporting process and assists our board of directors in monitoring our financial systems and our legal and regulatory compliance. Our audit committee also:

- oversees the work of our independent registered public accounting firm ("independent auditors") and our internal control functions;
- approves the hiring, discharging and compensation of our independent auditors;
- approves engagements of the independent auditors to render any audit or permissible non-audit services;
- reviews the qualifications, independence and performance of our independent auditors;
- reviews the scope of the annual audit;

- reviews our financial statements and reviews our critical accounting policies and estimates;
- reviews the adequacy and effectiveness of our internal controls;
- reviews and discusses with management and our independent auditors the results of our annual audit and our quarterly financial statements;
- reviews our risk assessment and risk management processes;
- establishes procedures for receiving, retaining and investigating complaints received by us regarding accounting, internal accounting controls or audit matters; and
- reviews and approves related party transactions under Item 404 of Regulation S-K.

Compensation Committee. Our compensation committee currently consists of Ms. Haynes and Mr. Brennan, with Mr. Brennan serving as the chairperson. Our compensation committee operates under a written charter approved by our board of directors and that satisfies the applicable rules and regulations of the SEC and the rules of the NASDAQ Stock Market.

Our compensation committee oversees our corporate compensation programs. Our compensation committee also:

- reviews and recommends policies relating to compensation and benefits of our officers and employees;
- reviews and approves corporate goals and objectives relevant to compensation of our Chief Executive Officer and other senior officers;
- evaluates the performance of our officers in light of established goals and objectives;
- recommends compensation of our officers based on its evaluations;
- administers our equity compensation plans; and
- makes recommendations regarding non-employee director compensation to the full board of directors.

Nominating and Corporate Governance Committee. Our nominating and corporate governance committee currently consists of Mr. Brennan and Mr. Unterman, with Mr. Unterman serving as the chairperson. Our nominating and corporate governance committee operates under a written charter approved by our board of directors and that satisfies the applicable rules and regulations of the SEC and the rules of the NASDAQ Stock Market.

Our nominating and corporate governance committee oversees and assists our board of directors in reviewing and recommending nominees for election as directors. Our nominating and corporate governance committee also:

- evaluates and makes recommendations regarding the organization and governance of the board of directors and its committees;
- assesses the performance of members of the board of directors and make recommendations regarding committee and chair assignments;
- recommends desired qualifications for board of directors membership and conduct searches for potential members of the board of directors;
- reviews and makes recommendations with regard to our corporate governance guidelines;
- approves our committee charters;

- oversees compliance with our code of business conduct and ethics;
- contributes to succession planning;
- reviews actual and potential conflicts of interest of our directors and officers other than related party transactions reviewed by our audit committee; and
- oversees the board self-evaluation process.

Code of Business Conduct and Ethics

Our board of directors has adopted a written code of business conduct and ethics that applies to all of our employees, officers and directors, including our chief executive officer, chief financial officer, and other executive and senior financial officers. The full text of our code of business conduct and ethics is available on the corporate governance section of our website, which is located at http://investors.blackline.com. We intend to disclose any amendments to our code of business conduct and ethics, or waivers of its requirements, on our website or in filings under the Exchange Act.

Compensation Committee Interlocks and Insider Participation

During 2016, our compensation committee was comprised of Ms. Haynes and Mr. Brennan. Mr. Brennan is the chairperson of our compensation committee. None of the members of our compensation committee is an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Limitation on Liability and Indemnification Matters

Our amended and restated certificate of incorporation and amended and restated bylaws provide that we will indemnify our directors and officers, and may indemnify our employees and other agents, to the fullest extent permitted by the Delaware General Corporation Law, which prohibits our amended and restated certificate of incorporation from limiting the liability of our directors for the following:

- any breach of the director’s duty of loyalty to us or to our stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or unlawful stock repurchases or redemptions; and
- any transaction from which the director derived an improper personal benefit.

If Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. Our amended and restated certificate of incorporation does not eliminate a director’s duty of care and in appropriate circumstances, equitable remedies, such as injunctive or other forms of non-monetary relief, remain available under Delaware law. This provision also does not affect a director’s responsibilities under any other laws, such as the federal securities laws or other state or federal laws. Under our amended and restated bylaws, we will also be empowered to purchase insurance on behalf of any person whom we are required or permitted to indemnify.

In addition to the indemnification required in our amended and restated certificate of incorporation and amended and restated bylaws, we have entered into indemnification agreements with each of our current directors, officers, and certain employees. These agreements provide indemnification for certain expenses and liabilities incurred in connection with any action, suit, proceeding, or alternative dispute resolution mechanism, or hearing, inquiry, or investigation that may lead to the foregoing, to which they are a party, or are threatened to be made a party, by reason of the fact that they are or were a director, officer, employee, agent, or fiduciary of our company, or any of our subsidiaries, by reason of any action or inaction by them while serving as an officer, director, employee, agent, or fiduciary, or by reason of the fact that they were serving at our request as a director, officer, employee, agent, or fiduciary of another entity. In the case of an action or proceeding by, or in the right of, our company or any of our subsidiaries, no indemnification will be provided for any claim where a court determines that the indemnified party is prohibited from receiving indemnification. We believe that these bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as we may provide indemnification for liabilities arising under the Securities Act to our directors, officers, and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

Director Compensation

Outside Director Compensation Policy

Our board of directors adopted our Outside Director Compensation Policy in connection with our initial public offering. Members of our board of directors who are not employees are eligible for compensation under our Outside Director Compensation Policy. Accordingly, neither Ms. Tucker nor Mr. Spanicciati, both executive officers of BlackLine, is eligible for awards under our Outside Director Compensation Policy.

Under our Outside Director Compensation Policy, non-employee directors will receive compensation in the form of equity and cash, as described below:

Cash Compensation

Each non-employee director is eligible to receive the following annual cash retainers for certain board and/or committee service:

- $40,000 per year for service as a board member;
- $20,000 per year additionally for service as chair of the audit committee;
- $10,500 per year additionally for service as chair of the compensation committee; and

Table of Contents

- $7,500 per year additionally for service as chair of the nominating and corporate governance committee, if such committee is formed.

All cash payments to non-employee directors will be paid quarterly in arrears on a prorated basis. No additional cash compensation will be paid to an individual who serves as a member of a committee of the board.

Equity Compensation

Non-employee directors are eligible to receive all types of equity awards (except incentive stock options) under our 2016 Equity Incentive Plan, or the 2016 Plan, (or the applicable equity plan in place at the time of grant) including discretionary awards not covered under our Outside Director Compensation Policy. All grants of awards under our Outside Director Compensation Policy will be automatic and nondiscretionary.

Initial Award. Upon joining our board, each newly-elected non-employee director will receive an initial equity award having a grant date value equal to $165,000 multiplied by a fraction, (1) the numerator of which is (x) 12 minus (y) the number of full months between the date of the last annual meeting of stockholders and the date the individual becomes a member of the board and (2) the denominator of which is 12, (rounded to the nearest whole share), or the Initial Award. The Initial Award will be comprised of stock options and restricted stock units, or RSUs, each having a grant date value of approximately 50% of the aggregate value of the Initial Award. The Initial Award will be granted on the date on which such person first becomes a non-employee director. Subject to the terms of the policy, the Initial Award will vest as to 100% of the shares subject thereto upon the earlier of the one year anniversary of the grant date or the day prior to our next annual meeting of stockholders, subject to the individual's continued service through the applicable vesting date. A director who is an employee who ceases to be an employee director but who remains a director will not receive an Initial Award.

Annual Award. On the date of each annual meeting of our stockholders beginning with the second annual meeting following the effective date of the registration statement for our initial public offering, each non-employee director automatically will be granted an equity award having a grant date value equal to $165,000, or the Annual Award. The Annual Award will be comprised of stock options and RSUs each having a grant date value of approximately 50% of the aggregate value of the Annual Award. Subject to the terms of the policy, each Annual Award will vest as to 100% of the shares subject thereto upon the earlier of the one year anniversary of the grant date or the day prior to our next annual meeting occurring after the grant date, subject to the individual's continued service through the applicable vesting date.

The grant date value of all equity awards granted under our Outside Director Compensation Policy is determined in accordance with U.S. generally accepted accounting principles.

Any award granted under our Outside Director Compensation Policy will fully vest in the event of a change in control, as defined in our 2016 Plan, provided that the individual remains a director through such change in control.

The following table provides information regarding compensation of our non-employee directors for service as directors, for the year ended December 31, 2016. In the fiscal year ended December 31, 2016, non-employee directors affiliated with our Principal Stockholders did not receive compensation for their service as directors.

Name	Fees Earned or Paid in Cash	Option Awards (1)	All Other Compensation	Total
Jason Babcoke	—	—	—	—
John Brennan	—	—	—	—
William Griffith	—	—	—	—
Hollie Haynes	—	—	—	—
Graham Smith	$ 50,000(2)	—	—	$ 50,000
Thomas Unterman	$ 40,000(3)	—	—	$ 40,000

(1) No options were granted to non-employee directors in fiscal year 2016.
(2) The amount shown reflects an annual cash retainer for such director's service as a member of our board of directors and chair of our audit committee.
(3) The amount shown reflects an annual cash retainer for such director's service as a member of our board of directors.

The following table lists all outstanding equity awards held by non-employee directors as of December 31, 2016:

Name	Date of Grant	Number of Shares Underlying Option Exercisable	Number of Shares Underlying Option Unexercisable	Option Exercise Price Per Share (1)($)	Option Expiration Date
Jason Babcoke	—	—	—	—	—
John Brennan	—	—	—	—	—
William Griffith	—	—	—	—	—
Hollie Haynes	—	—	—	—	—
Graham Smith(2)	5/20/2015	—	75,000	14.50	5/19/2025
Thomas Unterman(3)	3/3/2014	—	50,000	5.00	3/2/2024

(1) The column represents the fair market value of our common stock on the date of grant as determined by the board of directors.
(2) Twenty-five percent (25%) of the shares (rounded down to the nearest whole number of shares) vests on each of the first four anniversaries of the vesting commencement date (May 20, 2015), subject to continued service with us through each applicable vesting date.
(3) Twenty-five percent (25%) of the shares (rounded down to the nearest whole number of shares) vests on each of the first four anniversaries of the vesting commencement date (March 3, 2014), subject to continued service with us through each applicable vesting date.

Table of Contents

EXECUTIVE COMPENSATION

The section below provides information regarding the fiscal 2016 compensation for our named executive officers, or NEOs, who consist of our principal executive officer and our two other most highly compensated executive officers who were serving as executive officers as of December 31, 2016.

Process and Procedure for Compensation Decisions

The decisions with respect to fiscal 2016 executive officer compensation, including the compensation of our NEOs, are made by our compensation committee, with input from our chief executive officer (except with respect to her own compensation) and Compensia, an independent compensation consultant within the meaning of the rules of the SEC and NASDAQ. Compensia was engaged by our compensation committee pursuant to the authority delegated under its charter, and serves at the discretion of the compensation committee.

Our compensation committee believes our chief executive officer has valuable insight into the day-to-day contributions of our executive officers, and solicits the advice and input from her with respect to performance objectives under our annual bonus plan and target compensation levels for our executive officers, including our NEOs. Our chief executive officer does not provide input on her own compensation, which is determined by our compensation committee, in its discretion. At the request of our compensation committee, Compensia provides an assessment of the competitiveness of our executive compensation program as compared with our competitors, and our compensation committee uses this assessment as one of several factors in approving target levels of compensation for each executive officer. Other factors our compensation committee considers in setting executive compensation include one or more of the following: individual performance and skills, management input, internal relative alignment of compensation levels, anticipated future contributions to our company, and the judgment and experience of the members of our compensation committee.

Our compensation committee makes the final decisions with respect to all executive officer compensation decisions.

Summary Compensation Table

The following table presents information concerning the total compensation of our NEOs for services rendered to us in all capacities during the years ended December 31, 2016 and 2015:

Name and Principal Position	Year	Salary ($)	Bonus ($)	Option Awards($)(1)	Non-Equity Incentive Plan Compensation ($)(2)	All Other Compensation ($)	Total ($)
Therese Tucker Chief Executive Officer	2016	336,634	—	635,365	235,900	769	1,208,668
	2015	322,530	—	—	325,000	175	647,705
Karole Morgan-Prager Chief Legal and Administrative Officer	2016	318,118	—	1,429,571	91,664	10,994	1,850,347
	2015	179,101	50,000(3)	1,424,000	70,000	9,898	1,732,999
Chris Murphy Chief Revenue Officer(4)	2016	320,248	—	317,682	235,900	10,868	884,698

(1) The amounts in these columns represent the aggregate grant date fair value of stock option awards as computed in accordance with Financial Accounting Standard Board Accounting Standards Codification Topic 718, or ASC 718. The assumptions used in calculating the grant date fair value of the awards reported in this column are set forth in Note 2 to our financial statements in this prospectus. As required by SEC rules, the amounts shown exclude the impact of estimated forfeitures related to service-based vesting conditions. With respect to Ms. Tucker's performance-based option to purchase 482,800 shares of our common stock, or the Performance-Based Option, although the award has been legally granted, as of December 31, 2016, we could not determine that the achievement of the performance targets is probable. This is due to the fact that the vesting is based, in part, on the achievement of yearly cash flow targets through 2019 that have yet to be established. The cash flow targets for each year are determined by our board of directors concurrently with the annual budget process and because each yearly cash flow target has not yet been set, there is no grant date for accounting purposes and therefore no grant date fair value. If each yearly cash flow target is met through 2019, but the full cumulative annual recurring target through 2019 is not met, Ms. Tucker is still able to vest in the award if an additional cash flow target for 2020 and a cumulative annual recurring revenue target through 2020 are achieved. If the Performance-Based Option was valued as though the date of legal grant, October 17, 2016, was also the accounting grant date, assuming 100% achievement of all performance-based targets, the Performance-Based Option would have a grant date fair value of approximately $3.2 million. See "*Fiscal 2016 CEO Equity Awards*" below for additional details on the terms of this award.

(2) The amounts in these columns represent annual incentives earned for 2016 under our 2016 Annual Bonus Plan—Executive Officer Bonus Plan, or 2016 Bonus Plan, as described in additional detail below. For Ms. Morgan-Prager, the 2015 amount was pro-rated based on the number of full months she was employed with us in 2015.

(3) Reflects amount paid for a one-time signing bonus.

(4) Mr. Murphy was not a NEO for the year ended December 31, 2015.

Non-Equity Incentive Plan Compensation

Each of our NEOs participated in the 2016 Bonus Plan, which provided for cash incentives for certain company executives, including our NEOs, for 2016 performance. Target bonuses for the NEOs were based on a percentage of his or her 2016 annual base salary. The 2016 target bonus amounts under the 2016 Bonus Plan for the NEOs were: Ms. Tucker (100%), Ms. Morgan-Prager (40%), and Mr. Murphy (100%).

The 2016 Bonus Plan was designed to fund based on company performance, measured by gross annual recurring revenue bookings less churned (lost) annual recurring revenue, or Net New ARR, and free cash flow. The 2016 Bonus Plan provides that if the free cash flow threshold was achieved, then the 2016 Bonus Plan would fund as to: (a) 50%, if between 80% and 84.99% of the Net New ARR target was achieved, (b) 62.5%, if between 85% and 89.99% of the Net New ARR target was achieved, (c) 75%, if between 90% and 94.99% of the Net New ARR target was achieved, (d) 87.5%, if between 95% and 99.99% of the Net New ARR target was achieved, or (e) 100%, if 100% or above of the Net New ARR target was achieved. To the extent the Net New ARR achievement was between applicable percentages, the funding percentage would be funded based on a linear interpolation between those levels. Each NEO's bonus payment under the 2016 Bonus Plan was based on the percentage at which the 2016 Bonus Plan funded as described above.

For 2016, our compensation committee established a Net New ARR target based on the targeted growth of Net New ARR from the end of the year 2015 to the end of the year 2016 and a free cash flow target based on cash flow from operations less capital expenditures for fiscal 2016. After the end of 2016, our compensation committee determined that we achieved the free cash flow threshold and 87% of our Net New ARR target for 2016, and therefore the 2016 Bonus Plan funded at 67.4% of target achievement. Each NEO received a bonus payment equal to 67.4% of his or her 2016 target bonus.

Table of Contents

Outstanding Equity Awards at Year-End

The following table presents information concerning all outstanding equity awards held by each of our named executive officers as of December 31, 2016:

Named Executive Officer	Grant Date (1)	Number of Securities Underlying Unexercised Options # Exercisable	Number of Securities Underlying Unexercised Options # Unexercisable	Number of Securities Underlying Unexercised Unearned Options	Option Exercise Price ($)	Option Expiration Date
Therese Tucker	10/17/2016(2)	—		482,800	14.00	10/16/2026
	10/17/2016(3)	—	96,560		14.00	10/16/2026
Karole Morgan-Prager	5/30/2015(4)	50,000	150,000		14.50	5/29/2025
	10/17/2016(5)	—	217,260		14.00	10/16/2026
Chris Murphy	3/3/2014(6)	250,000	250,000		5.00	3/2/2024
	10/17/2016(5)	—	48,280		14.00	10/16/2026

(1) Each of the outstanding equity awards was granted pursuant to our 2014 Equity Incentive Plan, or 2014 Plan.
(2) The shares vest based on achievement of certain performance metrics and Ms. Tucker's continued service with us through the date on which achievement is determined by our board of directors or its authorized committee. See "*Fiscal 2016 CEO Equity Awards*" below for additional details on the terms of this award.
(3) Twenty-five percent (25%) of the shares (rounded down to the nearest whole number of shares) vest on each of the first four anniversaries of the vesting commencement date (January 1, 2016), subject to continued service with us through each applicable vesting date.
(4) Twenty-five percent (25%) of the shares (rounded down to the nearest whole number of shares) vest on each of the first four anniversaries of the vesting commencement date (May 30, 2015), subject to continued service with us through each applicable vesting date.
(5) Twenty-five percent (25%) of the shares (rounded down to the nearest whole number of shares) vest on each of the first four anniversaries of the vesting commencement date (September 27, 2016), subject to continued service with us through each applicable vesting date.
(6) Twenty-five percent (25%) of the shares (rounded down to the nearest whole number of shares) vest on each of the first four anniversaries of the vesting commencement date (March 3, 2014), subject to continued service with us through each applicable vesting date.

Fiscal 2016 CEO Equity Awards

Ms. Tucker received two stock option awards in fiscal 2016.

Performance-Based Option*.* The first stock option award is the Performance-Based Option covering 482,800 shares of our common stock. The shares subject to the Performance-Based Option vest based on achievement of certain performance metrics and Ms. Tucker's continued service with us through the date on which achievement is determined by our board of directors or its authorized committee. For the period beginning on January 1, 2016 and ending on December 31, 2019, or the Performance Period, if we achieve yearly cash flow targets as determined by our board of directors concurrently with the annual budget process for each of our fiscal years, or the Cash Flow Metric, then the Performance-Based Option vests based on the extent of our achievement of cumulative annual recurring revenue targets during the Performance Period. If our board of directors determines that the Cash Flow Metric was met during the Performance Period but we did not achieve the full cumulative annual recurring revenue targets during the Performance Period, then the portion of the Performance-Based Option that becomes eligible to vest and become exercisable but failed to vest during the Performance Period may be eligible to vest and becomes exercisable based on the extent of our achievement of an additional cash flow target for 2020 and a cumulative annual recurring revenue target during the period beginning on January 1, 2016 and ending on December 31, 2020.

If, upon a “change of control” (as defined in Ms. Tucker’s employment agreement), the Performance-Based Option is not vested and exercisable and is not assumed or substituted for, then it is intended that, immediately prior to such change of control, the Performance-Based Option will vest as to 100% of the shares subject to the Performance-Based Option. If, upon a change of control, the Performance-Based Option is assumed and substituted for and cumulative annual recurring revenue thresholds are met (which are based on the year in which the change of control occurs), then, immediately prior to the change of control, the Performance-Based Option will vest and become exercisable as to the number of shares subject to the Performance-Based Option equal to 1/48th of the number of shares subject to the Performance-Based Option multiplied by the total number of completed months between the date the Performance-Based Option is granted and the consummation of the change of control, rounded down to the nearest whole share, and the remaining shares will become vested and exercisable at a rate of 1/48th of the number of shares subject to the Performance-Based Option per month through the four year anniversary of the date the Performance-Based Option is granted, subject to Ms. Tucker’s continued service with us through each such vesting date.

Time-Based Option. The second stock option award is the Time-Based Option covering 96,560 shares of our common stock. 25% of the shares subject to the Time-Based Option (rounded down to the nearest whole number of shares) will vest on each of the first four anniversaries of the Time-Based Option’s vesting commencement date, subject to Ms. Tucker’s continued service with us through each such vesting date. If, upon a change of control, the Time-Based Option is not vested and exercisable and is not assumed or substituted for, then immediately prior to such change of control, the Time-Based Option will vest as to 100% of the shares subject to the Time-Based Option. If, upon a change of control, the Time-Based Option is assumed or substituted for and Ms. Tucker experiences a qualifying termination as described in her employment agreement, then the Time-Based Option will vest as to 100% of the shares subject to the Time-Based Option.

Both the Performance-Based Option and the Time-Based Option were granted subject to the terms and conditions of our 2014 Plan and the option agreements thereunder.

Executive Employment Arrangements

Therese Tucker. On August 24, 2016, we entered into an employment agreement with Therese Tucker, our Chief Executive Officer. The employment agreement has an initial term of three years from January 1, 2016 and is expected to automatically renew on each year thereafter, unless we or Ms. Tucker provides the other party at least 30 days written notice. In the event of a “change in control” (as defined in Ms. Tucker’s agreement), the term will extend for an additional two years from the date of such change in control.

The employment agreement provides Ms. Tucker with an initial annual base salary of $350,000 and an on-target bonus equal to 100% of her base salary, based upon achievement of performance objectives to be determined by our compensation committee.

Ms. Tucker’s employment agreement also provides that if her employment is terminated by us without “cause” (excluding by death or disability), we decide to not renew Ms. Tucker’s agreement, or Ms. Tucker resigns for “good reason” (as such terms are defined in Ms. Tucker’s agreement), Ms. Tucker will receive (i) a lump sum payment equal to 18 months of Ms. Tucker’s base salary then in effect; (ii) a lump sum payment equal to the premium costs for Ms. Tucker and her eligible dependents to continue health insurance coverage under COBRA for 18 months; and (iii) a lump sum amount equal to the prorated portion of Ms. Tucker’s annual bonus for the year of termination that would have been paid to Ms. Tucker had Ms. Tucker been employed by us for the entire fiscal year of termination, based on actual performance for the year (and assuming any individual performance goals would have been met at target levels) and (iv) a lump sum amount equal to the earned but unpaid bonus for the prior fiscal year, if any.

Ms. Tucker's employment agreement also provides that if Ms. Tucker's employment is terminated by us without "cause" (excluding by death or disability), we decide to not renew Ms. Tucker's agreement, or Ms. Tucker resigns for "good reason" and such termination occurs in connection with, or within three months before or 24 months after a "change of control" (as such term is expected to be defined in Ms. Tucker's agreement), Ms. Tucker will receive (i) a lump sum payment equal to 12 months of Ms. Tucker's base salary then in effect, or, if greater, as in effect immediately prior to the change of control; (ii) a lump sum payment equal to the premium costs for Ms. Tucker and her eligible dependents to continue health insurance coverage under COBRA for 12 months; (iii) a lump sum amount equal to the earned but unpaid bonus for the prior fiscal year, if any; and (iv) 100% of the shares subject to Ms. Tucker's outstanding Company equity awards will vest and, to the extent applicable, become exercisable.

Ms. Tucker's employment agreement also provides that if her employment is terminated due to her death or disability, Ms. Tucker will receive (i) a lump sum amount equal to the earned but unpaid bonus for the prior fiscal year, if any and (ii) a lump sum amount equal to the Ms. Tucker's target bonus, pro-rated to reflect time served in the year of termination.

Any receipt of severance benefits by Ms. Tucker will be contingent upon her execution and non-revocation of a separation agreement and release of claims against us. In the event any of the payments provided for under Ms. Tucker's employment agreement or otherwise payable to Ms. Tucker would constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended, or the Code, could be subject to the related excise tax under Section 4999 of the Code, she would be entitled to receive either full payment of benefits or such lesser amount which would result in no portion of the benefits being subject to the excise tax, whichever results in the greater amount of after-tax benefits to her. Ms. Tucker's employment agreement does not require us to provide any tax gross-up payments.

Karole Morgan-Prager. On May 4, 2015, we entered into an employment offer letter with Karole Morgan-Prager, our Chief Legal and Administrative Officer. This employment letter has no specific term and provides for at-will employment. This employment offer letter provides for an initial annual base salary, an initial annual on-target bonus opportunity, a signing bonus, relocation benefits, and a commitment to grant her an initial option to purchase shares of our common stock, the material terms of such option are described in the "Outstanding Equity Awards At Year-End" table above. This employment letter also provides for vesting acceleration and severance benefits.

On September 29, 2016, we entered into a confirmatory employment letter with Ms. Morgan-Prager. The confirmatory employment letter has no specific term and provides for at-will employment. The confirmatory employment letter supersedes Ms. Morgan-Prager's original employment offer letter. The vesting acceleration and severance benefits have been replaced by the Policy as described in the "*Change of Control and Severance Policy*" below. Ms. Morgan-Prager's current annual base salary is $340,000 and Ms. Morgan-Prager's current annual on-target bonus is 40% of her annual base salary.

Chris Murphy. On January 24, 2014, we entered into an employment offer letter with Chris Murphy, our Chief Revenue Officer. This employment letter has no specific term and provides for at-will employment. This employment offer letter provides for an initial base salary, an initial annual on-target bonus opportunity, and a commitment to grant him an initial option to purchase shares of our common stock, the material terms of such option are described in the "*Outstanding Equity Awards At Year-End*" table above. This employment letter also provides for vesting acceleration.

On September 29, 2016, we entered into a confirmatory employment letter with Mr. Murphy. This employment letter has no specific term and provides for at-will employment. The confirmatory employment letter supersedes Mr. Murphy's original employment offer letter. The vesting acceleration

has been replaced by the Policy described in the "*Change of Control and Severance Policy*" below. Mr. Murphy is also eligible to receive severance benefits as described in the "Change of Control and Severance Policy" below. Mr. Murphy's current annual salary is $350,000 and Mr. Murphy's current annual on-target bonus is 100% of his annual base salary.

Change of Control and Severance Policy

Our board of directors approved the following change of control and severance benefits for our executive officers (including Ms. Morgan-Prager and Mr. Murphy) and other key employees, other than Ms. Tucker, that are set forth in our Change of Control and Severance policy, or the Policy:

If we terminate an executive officer's employment other than for "cause," death or "disability" or such participant resigns for "good reason" during the period from the period beginning on a "change of control" (as such terms are defined in the Policy) and ending 12 months following a change of control (the "change of control period"), such executive officer will be eligible to receive the following severance benefits (less applicable tax withholdings):

- 100% of the executive officer's then-outstanding and unvested equity awards granted in connection with his or her hiring or promotion, as applicable, will become fully vested and exercisable and any applicable performance goals will be deemed achieved at 100% of target levels;
- A lump sum cash amount equal to six months of the executive officer's base salary in effect immediately prior to the termination (or if the termination is due to a resignation for good reason based on a material reduction in base salary, then the executive officer's annual base salary in effect immediately prior to such reduction) or the change of control, whichever is greater; and
- Payment or reimbursement of continued health coverage for the executive officer and the executive officer's eligible dependents under COBRA for a period of up to six months or a taxable lump sum payment in lieu of payment or reimbursement, as applicable.

If we terminate an executive officer's employment other than for "cause," death, or "disability" outside of the change of control period, such executive officer will be eligible to receive the following severance benefits (less applicable tax withholdings):

- A lump sum cash amount equal to six months of the executive officer's base salary in effect immediately prior to the termination; and
- Payment or reimbursement of continued health coverage for the executive officer and the executive officer's eligible dependents under COBRA for a period of up to six months or a taxable lump sum payment in lieu of payment or reimbursement, as applicable.

To receive the severance benefits upon a qualifying termination, an executive officer must sign and not revoke our standard separation agreement and release of claims within the timeframe set forth in the Policy. If any of the payments provided for under the Policy or otherwise payable to an executive officer would constitute "parachute payments" within the meaning of Section 280G of the Code and would be subject to the related excise tax under Section 4999 of the Code, then the executive officer will be entitled to receive either full payment of benefits or such lesser amount which would result in no portion of the benefits being subject to the excise tax, whichever results in the greater amount of after-tax benefits to him or her. The Policy does not require us to provide any tax gross-up payments to any executive officer.

Employee Benefit and Stock Plans

2016 Equity Incentive Plan

Our board of directors adopted and our stockholders approved, our 2016 Equity Incentive Plan, or the 2016 Plan. The 2016 Plan became effective on October 26, 2016. Our 2016 Plan provides for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any of our parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and performance awards to our employees, directors and consultants and our parent and subsidiary corporations' employees and consultants.

Shares Available For Issuance. As of March 31, 2017, a total of 6,280,287 shares of our common stock were available for future issuance pursuant to the 2016 Plan. The shares reserved for issuance under our 2016 Plan may be increased by any shares subject to options or similar awards granted under our 2014 Plan that, after the termination of our 2014 Plan, expire or otherwise terminate without having been exercised or issued in full or are forfeited to us, tendered to or withheld by us for the payment of an exercise price or for tax withholding, or repurchased by us (provided that the maximum number of shares that may be added to the 2016 Plan from the 2014 Plan is 6,780,000 shares).

The number of shares available for issuance under the 2016 Plan also includes an annual increase on the first day of each fiscal year beginning with the 2017 fiscal year, equal to the least of:

- 6,196,000 shares;
- 5% of the outstanding shares of common stock as of the last day of our immediately preceding fiscal year; or
- such other amount as our board of directors may determine.

On January 1, 2017, the number of shares of our common stock reserved for issuance under our 2016 Plan increased by 2,563,898 shares, which is equal to 5% of the outstanding shares of common stock as of December 31, 2016, pursuant to the above provision.

In addition, if an option or stock appreciation right granted under the 2016 Plan expires or becomes unexercisable without having been exercised in full or is surrendered under an award exchange program, then unissued shares subject to the award will become available for future issuance under the 2016 Plan.

Only shares actually issued pursuant to a stock appreciation right (i.e., the net shares issued) will cease to be available under the 2016 Plan; all remaining shares originally subject to the stock appreciation right will remain available for future issuance. Shares issued pursuant to awards of restricted stock, restricted stock units, performance shares, performance units, and stock-settled performance awards that are reacquired by us due to failure to vest or are forfeited to us will become available for future issuance under the 2016 Plan. Shares used to pay the exercise price of an award or to satisfy tax withholding obligations related to an award will become available for future issuance under the 2016 Plan. If any portion of an award granted under the 2016 Plan is paid in cash rather than shares, then that cash payment will not reduce the number of shares available for issuance under the 2016 Plan.

Plan Administration. Our compensation committee administers our 2016 Plan. In the case of granting awards intended to qualify as "performance-based compensation" within the meaning of Section 162(m) of the Code, the 2016 plan will be administered by a committee that consists of two or more "outside directors" within the meaning of Section 162(m).

Subject to the provisions of our 2016 Plan, the administrator has the authority, in its sole discretion, to make any determinations and perform any actions deemed necessary or advisable to administer the 2016 Plan including but not limited to, the power to determine the fair market value of our common stock, approve forms of award agreements for use under the 2016 Plan, select the service providers to whom awards may be granted and grant awards to such service providers, determine the number of shares covered by each award, determine the terms and conditions of awards (including, but not limited to, the exercise price, the times or times at which the awards may be exercised, any vesting acceleration or waiver or forfeiture restrictions, and any restriction or limitation regarding any award or the shares relating thereto), to prescribe, amend, and rescind rules relating to our 2016 Plan, including creating sub-plans, and to modify or amend each award, including but not limited to the discretionary authority to extend the post-termination exercisability period of awards (provided that no option or stock appreciation right will be extended past its original maximum term), to allow participants to satisfy tax withholding obligations as permitted under the 2016 Plan, to delegate ministerial duties to any of our employees, to authorize any person to take any steps and execute, on our behalf, any documents required for an award previously granted by the administrator to be effective, and to allow a participant to defer the receipt of payment of cash or the delivery of shares that would otherwise be due to such participant under an award. The administrator also has the authority to allow participants the opportunity to transfer outstanding awards to a financial institution or other person or entity selected by the administrator and to institute an exchange program by which outstanding awards may be surrendered or cancelled in exchange for awards of the same type which may have a higher or lower exercise price and different terms, awards of a different type and/or cash, or by which the exercise price of an outstanding award is increased or reduced. The administrator's decisions, interpretations, and other actions are final and binding on all participants. The administrator also has the authority to allow participants the opportunity to participate in a program under which (i) outstanding awards are surrendered or cancelled in exchange for awards of the same type (which may have higher or lower exercise prices and different terms), awards of a different type and/or cash, participants would have the opportunity to transfer outstanding awards to a financial institution or other person or entity selected by the administrator and/or (iii) the exercise price of an outstanding award is increased or reduced.

Stock Options. Stock options may be granted under our 2016 Plan. The exercise price of options granted under our 2016 Plan will be determined by the administrator, provided that the exercise price of incentive stock options granted under our 2016 Plan must at least be equal to the fair market value of our common stock on the date of grant. The term of an incentive stock option may not exceed 10 years, except that with respect to any participant who owns more than 10% of the voting power of all classes of our outstanding stock, the term must not exceed five years and the exercise price must equal at least 110% of the fair market value on the grant date. Subject to the provisions of our 2016 Plan, the administrator will determine the term of all other options. The administrator will determine the methods of payment of the exercise price of an option, which may include, to the extent permitted by applicable law, cash, shares, or other property acceptable to the administrator, as well as other types of consideration, subject to the provisions of our 2016 Plan.

After the termination of service of an employee, director or consultant, he or she may exercise his or her option or stock appreciation right for the period of time stated in his or her award agreement. Generally under the form of stock option agreement under the 2016 Plan, if termination is due to death or disability, the option or stock appreciation right will remain exercisable for six months. In all other cases, the option or stock appreciation right will generally remain exercisable for 60 days following the termination of service. However, in no event may an option be exercised later than the expiration of its term.

Stock Appreciation Rights. Stock appreciation rights may be granted under our 2016 Plan. Stock appreciation rights allow the recipient to receive the appreciation in the fair market value of our

common stock between the exercise date and the date of grant. Subject to the provisions of our 2016 Plan, the administrator will determine the terms of stock appreciation rights, including when such rights become exercisable and whether to pay any increased appreciation in cash or with shares of our common stock, or a combination thereof, except that the per share exercise price for the shares to be issued pursuant to the exercise of a stock appreciation right will be no less than 100% of the fair market value per share on the date of grant.

Restricted Stock. Restricted stock may be granted under our 2016 Plan. Restricted stock awards are grants of shares of our common stock that vest in accordance with terms and conditions established by the administrator. The administrator will determine the number of shares of restricted stock granted and may impose whatever conditions to vesting it determines to be appropriate (for example, the administrator may set restrictions based on the achievement of specific performance goals or continued service to us). The administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed. Shares of restricted stock that do not vest are subject to our right of repurchase or forfeiture.

Restricted Stock Units. Restricted stock units may be granted under our 2016 Plan. Restricted stock units are bookkeeping entries representing an amount equal to the fair market value of one share of our common stock. The administrator will determine the terms and conditions of restricted stock units, including the number of units granted, the vesting criteria (which may include accomplishing specified performance criteria or continued service to us), and the form and timing of payment. The administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed.

Performance Units and Performance Shares. Performance units and performance shares may be granted under our 2016 Plan. Performance units and performance shares are awards that will result in a payment to a participant only if performance goals established by the administrator are achieved or the awards otherwise vest. The administrator will establish Company-wide, divisional, business unit, or individual performance goals in its discretion, which, depending on the extent to which they are met, will determine the number and/or the value of performance units and performance shares to be paid out to participants. After the grant of a performance unit or performance share, the administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such performance units or performance shares. Earned performance units or performance shares may be paid in the form of cash, in shares, or in some combination thereof as determined by the administrator.

Performance Awards. Performance awards may be granted under our 2016 Plan. Performance awards are awards that may result in a payment to a participant based on to what extent performance goals established by the administrator are achieved or the awards otherwise vest. The administrator will establish Company-wide, divisional, business unit, or individual performance goals in its discretion, which, depending on the extent to which they are met, will determine the number and/or the value of the performance award to be paid out to participants. After the grant of a performance award, the administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such performance award. Earned performance awards may be paid in the form of cash, in shares, or in some combination thereof, as determined by the administrator.

Non-Employee Directors. Our 2016 Plan provides that all non-employee directors will be eligible to receive all types of awards (except for incentive stock options) under the 2016 Plan. In order to provide a maximum limit on the awards that can be made to our non-employee directors, our 2016 Plan provides that in any given fiscal year, a non-employee director will not be granted awards under our 2016 Plan having a grant date fair value greater than $500,000, but that in the fiscal year that an outside director first joins our board of directors, he or she may be granted an award under our 2016

Plan with a grant date fair value of up to $1,000,000. The grant date fair values will be determined according to GAAP. The maximum limits do not reflect the intended size of any potential grants or a commitment to make grants to our non-employee directors under our 2016 Plan in the future. See the section of this prospectus captioned “Management—Non-Employee Director Compensation.”

Non-Transferability of Awards. Unless the administrator provides otherwise, our 2016 Plan generally does not allow for the transfer of awards, and only the recipient of an award may exercise an award during his or her lifetime.

Certain Adjustments. In the event of certain changes in our capitalization as set forth in our 2016 Plan, to prevent diminution or enlargement of the benefits or potential benefits available under our 2016 Plan, the administrator will adjust the number and class of shares that may be delivered under our 2016 Plan and/or the number, class and price of shares covered by each outstanding award, and the numerical share limits set forth in our 2016 Plan.

Dissolution or Liquidation. In the event of our proposed liquidation or dissolution, the administrator will notify participants as soon as practicable and all outstanding awards will terminate immediately prior to the consummation of such proposed transaction.

Merger or Change in Control. Our 2016 Plan provides that in the event of a merger or change in control, as defined under our 2016 Plan, each outstanding award will be treated as the administrator determines. If the successor corporation does not continue an award (or some portion of an award), the participant will fully vest in (and have the right to exercise) 100% of the then-unvested shares subject to the participant’s outstanding options and stock appreciation rights will become vested and exercisable, all restrictions on 100% of the participant’s outstanding restricted stock and restricted stock units will lapse, and all performance goals or other vesting criteria with regard to performance units, shares, and awards will deemed to be achieved at 100% as of immediately prior to the transaction. With respect to awards granted to an outside director that are continued under the terms of our 2016 Plan, if the service of that outside director is terminated on or following a change in control, other than pursuant to a voluntary resignation, his or her stock options, RSUs, and stock appreciation rights, if any, will vest fully and become immediately exercisable, all restrictions on his or her restricted stock will lapse and all performance goals or other vesting requirements for his or her performance shares and units will be deemed achieved at 100% of target levels, and all other terms and conditions met.

Forfeiture and Clawback. All awards granted under our 2016 Plan are subject to recoupment under any clawback policy that we are required to adopt under the listing standards of any national securities exchange or association on which our securities are listed or otherwise required by applicable law. In addition, the administrator may provide in an award agreement that the recipient’s rights, payments, and benefits with respect to such award shall be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of specified events. In the event of any accounting restatement, the recipient of an award will be required to repay a portion of the proceeds received in connection with the settlement of an award earned or accrued under certain circumstances.

Amendment; Termination. Our ability to grant incentive stock options under the 2016 Plan and the automatic increase in shares under the 2016 will expire in 2026. The administrator has the authority to amend, suspend, or terminate our 2016 Plan provided such action does not materially impair the existing rights of any participant, subject to certain exceptions in accordance with the terms of our 2016 Plan.

2014 Equity Incentive Plan

Our board of directors adopted and our stockholders approved our 2014 Plan in March 2014, and the 2014 Plan was most recently amended in December 2015. As of the effectiveness of our 2016

Plan, the 2014 Plan terminated and we will not grant any additional awards under the 2014 Plan. However, the 2014 Plan will continue to govern the terms and conditions of the outstanding awards previously granted thereunder. As of March 31, 2017, options to purchase 6,375,399 shares of our common stock were outstanding under our 2014 Plan. Options granted under the 2014 Plan are subject to terms generally similar to those described above with respect to options under the 2016 Plan. Our 2014 Plan provides that in the event of a change in control (as defined in the 2014 Plan), unless otherwise provided in an individual award agreement, our board of directors may take one or more of the following actions: (i) arrange for the surviving or acquiring entity to assume, continue, or substitute for the award; (ii) accelerate the vesting, in whole or part, of the award, with such award terminating if not exercised prior to the effective time of the change in control; (iii) cancel the award in exchange for such cash consideration, if any, as our board may consider appropriate; or (iv) make a payment, in such form as may be determined by our board of directors, equal to the excess, if any, of (a) the value of the property the holder of the award would have received upon the exercise of the award over (b) any exercise price payable by such holder in connection with such exercise. Unless the board of directors provides otherwise, our 2014 Plan generally will not allow for the transfer of awards, and only the recipient of an award may exercise an award during his or her lifetime.

Employee Incentive Compensation Plan

Our compensation committee adopted an Employee Incentive Compensation Plan, which we refer to as our “Bonus Plan”. Our Bonus Plan allows our compensation committee (or other such committee as determined by our board of directors) to provide cash incentive awards to selected employees of our company or our affiliates, including our named executive officers, based upon performance goals established by our compensation committee. Pursuant to the Bonus Plan, our compensation committee, in its sole discretion, will establish a target award for each participant and a bonus pool, with actual awards payable from such bonus pool, with respect to the applicable performance period.

Under the Bonus Plan, our compensation committee, in its sole discretion, will determine the performance goals applicable to awards, which goals may include, without limitation: annualized recurring revenue, attainment of research and development milestones, bookings, business divestitures and acquisitions, cash flow, cash position, contract awards or backlog, customer renewals, customer retention rates, earnings (which may include earnings before interest and taxes, earnings before taxes, and net taxes), earnings per share, expenses, free cash flow, gross margin, growth in stockholder value relative to the moving average of the S&P 500 Index or another index, internal rate of return, market share, net income, net profit, net sales, new product development, new product invention or innovation, number of customers, operating cash flow, operating expenses, operating income, operating margin, overhead or other expense reduction, product defect measures, product release timelines, productivity, profit, retained earnings, return on assets, return on capital, return on equity, return on investment, return on sales, revenue, revenue growth, sales results, sales growth, stock price, time to market, total stockholder return, working capital and individual objectives such as peer reviews or other subjective or objective criteria. As determined by our compensation committee, performance goals that include our financial results may be determined in accordance with GAAP, or such financial results may consist of non-GAAP financial measures and any actual results may be adjusted by our compensation committee for one-time items or unbudgeted or unexpected items and/or payments when determining whether the performance goals have been met. The goals may be on the basis of any factors our compensation committee determines relevant, and may be on an individual, divisional, business unit or company-wide basis. The performance goals may differ from participant to participant and from award to award.

Our compensation committee may, in its sole discretion and at any time, increase, reduce or eliminate a participant’s actual award, or increase, reduce or eliminate the amount allocated to the

bonus pool for a particular performance period. The actual award may be below, at or above a participant's target award, in our compensation committee's discretion. Our compensation committee may determine the amount of any reduction on the basis of such factors as it deems relevant, and it will not be required to establish any allocation or weighting with respect to the factors it considers.

Actual awards will be paid in cash (or its equivalent) in a single lump sum as soon as practicable after the end of the performance period during which they are earned and after they are approved by our compensation committee, but in no event later than the 15th day of the third month of the calendar year following the date the award has been earned. Unless otherwise determined by our compensation committee, to earn an actual award, a participant must be employed by us (or an affiliate of ours) through the date the bonus is paid.

Our board of directors and/or our compensation committee, in their sole discretion, may alter, suspend or terminate the Bonus Plan, provided such action does not, without the consent of the participant, alter or impair the rights or obligations under any award theretofore earned by such participant.

401(k) Plan

We maintain a tax-qualified retirement plan, or our 401(k) plan, that provides eligible employees with an opportunity to save for retirement on a tax-advantaged basis. Eligible employees are able to participate in the 401(k) plan as of the first day of the month following the date they meet the 401(k) plan's eligibility requirements, and participants are able to defer up to 100% of their eligible compensation subject to applicable annual Code limits. All participants' interests in their deferrals are 100% vested when contributed. The 401(k) plan permits us to make matching contributions and profit sharing contributions to eligible participants. In 2016, we paid discretionary matching contributions that vest over a 3-year period.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a summary of transactions since January 1, 2014 to which we have been or will be a party, in which the amount involved exceeded or will exceed $120,000, and in which any of our executive officers, directors, promoters or beneficial holders of more than 5% of any class of our capital stock, or any immediate family member of, or person sharing the household with, any of these individuals or entities, had or will have a direct or indirect material interest, other than compensation arrangements which are described under the section of this prospectus titled "*Executive Compensation*."

Stockholders' Agreement

We are party to the Stockholders' Agreement, which contains specific rights, obligations and agreements of our Principal Stockholders as owners of our common stock. In addition, the Stockholders' Agreement contains provisions related to the composition of our board of directors and its committees, which are discussed under the section titled "*Board of Directors and Corporate Governance—Composition of the Board*."

Voting Agreement. Under the Stockholders' Agreement, our Principal Stockholders have agreed to take all necessary action, including casting all votes to which such existing owners are entitled to cast at any annual or special meeting of stockholders, so as to ensure that the composition of our board of directors and its committees complies with (and includes all of the nominees in accordance with) the provisions of the Stockholders' Agreement related to the composition of our board of directors and its committees, which are discussed under the section titled "*Board of Directors and Corporate Governance—Composition of the Board*."

Silver Lake Sumeru Approvals. Under the Stockholders' Agreement and subject to our amended and restated certificate of incorporation and amended and restated bylaws, and applicable law, for so long as the Principal Stockholders collectively own or hold of record, directly or indirectly, in the aggregate at least 40% of their collective "Post-IPO Shares" (as defined in the Stockholders' Agreement), as adjusted for any reorganization, recapitalization, stock dividend, stock split, reverse stock split or similar changes in the Company's capitalization, the following actions will require the approval of our board of directors, including the affirmative vote of at least two Silver Lake Sumeru directors:

- any voluntary liquidation, winding up or dissolution or any action relating to a voluntary bankruptcy, reorganization or recapitalization of the Company or its subsidiaries;
- certain dispositions of assets with a value in excess of $50 million or entry into joint ventures requiring a capital contribution in excess of $50 million, in each case, by the Company or its subsidiaries;
- fundamental changes in the Company's or its subsidiaries' existing lines of business or the entry into a new significant line of business;
- any amendments to the Company's amended and restated certificate of incorporation and amended and restated bylaws;
- incurrence of indebtedness in excess of $150 million;
- appointment or termination of the Chief Executive Officer; and
- change of control transactions.

Transfer Restrictions. Under the Stockholders' Agreement, each of Iconiq, Ms. Tucker and Mr. Spanicciati have agreed, subject to certain limited exceptions, not to transfer, sell, exchange,

assign, pledge, hypothecate, convey or otherwise dispose of or encumber any shares of our common stock without the consent of Silver Lake Sumeru until the earlier of (i) two years following the completion our initial public offering, or November 2, 2018, and (ii) Silver Lake Sumeru's reduction of its holdings of common stock following our initial public offering by 50%; provided, however, that each of Ms. Tucker and Mr. Spanicciati has the right to sell a number of shares equal to up to 1% of the total outstanding shares of our common stock annually pursuant to Rule 144 of the Securities Act. In connection with this offering, Silver Lake Sumeru has also consented to allow Iconiq to distribute up to approximately 2,100,000 shares of common stock (assuming that Silver Lake Sumeru sells the full amount of shares offered by this prospectus, inclusive of its portion of the underwriters' option to purchase additional shares) to its limited partners following the expiration of the lock-up agreements with the underwriters and prior to the date that is 180 days after the completion of this offering, which shares (to the extent held by non-affiliates of the Company) will be freely tradeable without restriction immediately following the distribution.

Drag Along Right. For so long as Silver Lake Sumeru holds greater than 10% of our common stock then outstanding, if Silver Lake Sumeru approves a change of control transaction, each of Iconiq, Ms. Tucker and Mr. Spanicciati will be required to vote in favor of and not oppose such transaction and, if structured as a sale of shares, sell its shares to a prospective buyer on the same terms that are applicable to Silver Lake Sumeru.

Registration Rights Agreement

We are party to an Amended and Restated Registration Rights Agreement with our Principal Stockholders, dated as of October 27, 2016, or the Registration Rights Agreement. Under the Registration Rights Agreement our Principal Stockholders are entitled to rights with respect to the registration of their shares under the Securities Act. We will pay the registration expenses (other than underwriting discounts and commissions and stock transfer taxes) of the holders of the shares registered pursuant to the registrations described below.

Silver Lake Sumeru will be entitled to certain S-1 and S-3 registration rights on one or more occasions. Beginning one year following the completion of our initial public offering, or November 2, 2017, Iconiq will be entitled to certain S-3 registration rights on one or more occasions. Beginning two years following the completion of our initial public offering, or November 2, 2018, Ms. Tucker and Mr. Spanicciati will also be entitled to certain S-3 registration rights on one or more occasions. In addition, if we or a Principal Stockholder proposes to register the offer and sale of our capital stock under the Securities Act, the other Principal Stockholders will be entitled to certain "piggyback" registration rights allowing the holders to include their shares in such registration, subject to certain marketing and other limitations set forth in the registration rights agreement.

The registration rights described above apply to (i) shares of our common stock held by our Principal Stockholders and their respective affiliates, and (ii) any of our capital stock (or that of our subsidiaries) issued or issuable with respect to the common stock described in clause (i) with respect to any dividend, distribution, recapitalization, reorganization, or certain other corporate transactions ("Registrable Securities"). These registration rights are also for the benefit of any subsequent holder of Registrable Securities; provided that any particular securities will cease to be Registrable Securities when they have been sold in a registered public offering, sold in compliance with Rule 144 of the Securities Act or repurchased by us or our subsidiaries. In addition, with the consent of the company and holders of a majority of Registrable Securities, any Registrable Securities held by a person other than Silver Lake Sumeru and its affiliates will cease to be Registrable Securities if they can be sold without limitation under Rule 144 of the Securities Act.

Stock Subscription Agreement

On October 21, 2014, we entered into a stock subscription agreement with Iconiq pursuant to which we issued 357,142 shares of our common stock to Iconiq at $14.00 per share, for aggregate gross cash proceeds of $5,000,000.

Legal Services Reimbursement

As of December 31, 2015, we accrued for costs of third party legal services incurred on behalf of Silver Lake Sumeru, Iconiq and Mr. Spanicciati relating to our initial public offering and other corporate related matters. Total amounts accrued at December 31, 2015 were $161,000, of which $84,000 were expensed during 2015 and $77,000 were included in other assets as deferred offering costs.

Employment Arrangement

Isaac Tucker, who is the son of Ms. Tucker, our Chief Executive Officer, has been employed by us since 2006 and currently serves as Vice President of Product Management. His 2014, 2015 and 2016 total compensation, which is comprised of a base salary, bonus, equity and commissions, as applicable, was $424,436, $282,920 and $243,408, respectively, and was in line with similar roles at the company. In October 2016, we granted to Mr. Tucker an option award covering 20,000 shares of our common stock at an exercise price of $14.00 per share.

Participation in our Initial Public Offering

Certain entities affiliated with Iconiq, a holder of more than 5% of our common stock and an affiliate of a member of our board of directors, purchased 825,000 shares of our common stock in our initial public offering at the initial public offering price. The underwriters received the same discount from the shares sold to such affiliates as they did from all other shares sold to the public in the offering.

Indemnification of Officers and Directors

Our amended and restated certificate of incorporation contains provisions that eliminate, to the maximum extent permitted by the General Corporation Law of the State of Delaware, the personal liability of our directors and executive officers for monetary damages for breach of their fiduciary duties as directors or officers. Our amended and restated certificate of incorporation and amended and restated bylaws provide that we must indemnify our directors and executive officers and may indemnify our employees and other agents to the fullest extent permitted by the General Corporation Law of the State of Delaware.

Section 145 of the General Corporation Law of the State of Delaware provides that a corporation may indemnify any person made a party to an action by reason of the fact that he or she was a director, executive officer, employee or agent of the corporation or is or was serving at the request of a corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of an action by or in right of the corporation, no indemnification may generally be made in respect of any claim as to which such person is adjudged to be liable to the corporation.

We have entered into indemnification agreements with our directors and executive officers, in addition to the indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws, and intend to enter into indemnification agreements with any new directors and executive officers in the future.

We have purchased and intend to maintain insurance on behalf of each and any person who is or was one of our directors or officers against any loss arising from any claim asserted against him or her and incurred by him or her in any such capacity, subject to certain exclusions.

Certain Relationships

From time to time, we do business with other companies affiliated with Silver Lake Sumeru and Iconiq. We believe that all such arrangements have been entered into in the ordinary course of business and have been conducted on an arms-length basis.

Policies and Procedures for Related Party Transactions

In connection with our initial public offering, our audit committee and our board of directors approved a Related Party Transactions Policy which provides that our audit committee is responsible for reviewing and approving any related party transaction, taking into account whether the transaction is on an arms-length basis, whether there are business reasons for the transaction, whether the transaction would impair a director’s independence and whether the related party transaction would present an improper conflict of interest. The Related Party Transaction Policy applies to any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships, in which we are to be a participant, the amount involved exceeds $120,000 and a related person had or will have a direct or indirect material interest. Our full board of directors (with any interested director recusing him or herself) reviewed and approved our related party transactions prior to our initial public offering and following our initial public offering, our audit committee will approve all of our related party transactions.

We believe that we have executed all the transactions described above on terms no less favorable to us than we could have obtained from unaffiliated third parties. It is our intention to ensure that all future related party transactions are approved by our audit committee, and are on terms no less favorable to us than those that we could obtain from unaffiliated third parties.

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth information regarding beneficial ownership of our common stock as of March 31, 2017, and as adjusted to reflect the shares of common stock to be sold in the offering assuming no exercise of the underwriters' option to purchase additional shares from the selling stockholders in the offering, by:

- each person or group of affiliated persons known by us to be the beneficial owner of more than 5% of our common stock;
- each of our named executive officers;
- each of our directors;
- all executive officers and directors as a group; and
- each selling stockholder.

Applicable percentage ownership is based on 51,285,114 shares of our common stock outstanding at March 31, 2017. Shares of common stock subject to options currently exercisable or exercisable within 60 days of March 1, 2017 which are subject to vesting conditions expected to occur within 60 days of March 31, 2017 are deemed to be outstanding and beneficially owned by the person holding the options for the purpose of computing the percentage of beneficial ownership of that person and any group of which that person is a member, but are not deemed outstanding for the purpose of computing the percentage of beneficial ownership for any other person.

Unless otherwise indicated in the footnotes below, each stockholder named in the following table possesses sole voting and investment power over the shares listed. The information does not necessarily indicate beneficial ownership for any other purpose. Unless otherwise noted below, the address of each person listed on the table is c/o BlackLine, Inc., 21300 Victory Boulevard, 12th Floor, Woodland Hills, CA 91367.

Name and Address of Beneficial Owner	Shares Beneficially Owned Prior to the Offering		Shares of Common Stock Being Offered	Shares Beneficially Owned After the Offering	
	Shares	Percentage		Shares	Percentage
Greater than 5% Stockholders:					
Funds Affiliated with Silver Lake Sumeru(1)	19,193,571	37.43%	3,478,261	15,715,310	30.64%
Funds Affiliated with ICONIQ(2)	10,253,570	19.99%	—	10,253,570	19.99%
Named Executive Officers and Directors:					
Jason Babcoke(3)	—	—	—	—	—
John Brennan(4)	—	—	—	—	—
William Griffith(5)	—	—	—	—	—
Hollie Haynes(6)	—	—	—	—	—
Karole Morgan-Prager(7)	100,000	*	—	100,000	*
Chris Murphy(8)	375,000	*	—	375,000	*
Graham Smith(9)	50,000	*	—	50,000	*
Mario Spanicciati(10)	4,424,999	8.63%	—	4,424,999	8.63%
Therese Tucker(11)	6,396,140	12.47%	—	6,396,140	12.47%
Thomas Unterman(12)	175,000	*	—	175,000	*
All directors and executive officers as a group (11 people)(13)	11,801,227	22.64%	—	11,801,227	22.64%

(*) Represents beneficial ownership of less than 1%.

(1) According to a Schedule 13G filed with the SEC on February 13, 2017, the shares includes (i) 19,023,689 shares held by Silver Lake Sumeru Fund, L.P. ("SLS"), a Delaware limited partnership, and (ii) 169,882 shares held by Silver Lake Technology Investors Sumeru, L.P. ("SLTI"), a Delaware limited partnership (collectively, the "Silver Lake Sumeru Shares"). Silver Lake Technology Associates Sumeru, L.P. (the "Lower GP"), a Delaware limited partnership, is the general partner of each of SLS and SLTI. SLTA Sumeru (GP), L.L.C. (the "Upper GP"), a Delaware limited liability company, is the general partner of the Lower GP. Silver Lake Group, L.L.C. ("SLG"), a Delaware limited liability company, and Ajay Shah are the managing members of the Upper GP. The managing members of SLG are Michael Bingle, James Davidson, Egon Durban, Kenneth Hao and Greg Mondre (collectively, the "Managing Members"). The address for Messrs. Bingle and Mondre is c/o Silver Lake, 9 West 57th Street, 32nd Floor, New York, NY 10019. The address for Messrs. Davidson, Durban, Hao and Shah, SLS, SLTI, the Lower GP, the Upper GP and SLG is c/o Silver Lake, 2775 Sand Hill Road, Suite 100, Menlo Park, CA 94025. For a description of the relationship between the Company and Silver Lake Sumeru, see the section titled "Certain Relationships and Related Party Transactions." SLS is selling 3,447,475 shares of common stock and SLTI is selling 30,786 shares of common stock in this offering. If the underwriters exercise their option to purchase additional shares in full, SLS would sell an additional 517,121 shares of our common stock and SLTI would sell an additional 4,618 shares of common stock in this offering.

(2) According to a Schedule 13G filed with the SEC on February 13, 2017, the shares includes (i) 6,367,008 shares held by ICONIQ Strategic Partners, L.P. ("ICONIQ"), (ii) 1,597,991 shares held by ICONIQ Strategic Partners-B, L.P. ("ICONIQ B"), (iii) 2,000,000 shares held by ICONIQ Strategic Partners Co-Invest, L.P., BL Series ("ICONIQ BL") and (iv) 288,571 shares held by ICONIQ Strategic Partners Co-Invest, L.P., BL 2 Series ("ICONIQ BL2") (collectively, the "ICONIQ Shares"). Iconiq Strategic Partners GP, L.P. (the "ICONIQ GP"), is the general partner of each of ICONIQ, ICONIQ B, ICONIQ BL and ICONIQ BL2. ICONIQ Strategic Partners TT GP, Ltd. (the "ICONIQ Parent GP") is the general partner of the ICONIQ GP. Divesh Makan and William Griffith (collectively, the "Managing Holders") are the sole equity holders and directors of the ICONIQ Parent GP. The addresses of each of the entities and individuals listed in this footnote are c/o ICONIQ Strategic Partners, 394 Pacific Avenue, 2nd Floor, San Francisco, CA 94111.

(3) Mr. Babcoke, who is one of our directors, is a Principal of Silver Lake Sumeru. Mr. Babcoke has no voting or investment power over the Silver Lake Sumeru Shares. The address for Mr. Babcoke is c/o Silver Lake Sumeru, 2775 Sand Hill Road, Suite 100, Menlo Park, CA 94025.

(4) Mr. Brennan, who is one of our directors, is a Managing Director of Silver Lake Sumeru. Mr. Brennan has no voting or investment power over the Silver Lake Sumeru Shares. The address for Mr. Brennan is c/o Silver Lake Sumeru, 2775 Sand Hill Road, Suite 100, Menlo Park, CA 94025.

(5) Mr. Griffith, who is one of our directors, is an equity holder and director of ICONIQ Parent GP. Mr. Griffith has voting and investment power over the ICONIQ Shares as described above in note 2. The address for Mr. Griffith is c/o ICONIQ Strategic Partners, 394 Pacific Avenue, 2nd Floor, San Francisco, CA 94111.

(6) Ms. Haynes, who is one of our directors, is a Managing Director of Silver Lake Sumeru. Ms. Haynes has no voting or investment power over the Silver Lake Sumeru Shares. The address for Ms. Haynes is c/o Silver Lake Sumeru, 2775 Sand Hill Road, Suite 100, Menlo Park, CA 94025.

(7) Includes 100,000 shares of common stock issuable upon the exercise of stock options exercisable within 60 days of March 31, 2017.

(8) Includes 375,000 shares of common stock issuable upon the exercise of stock options exercisable within 60 days of March 31, 2017.

(9) Includes (i) 25,000 shares of common stock held of record by Mr. Smith and (ii) 25,000 shares of common stock issuable upon the exercise of stock options exercisable within 60 days of March 31, 2017.

(10) Includes (i) 3,576,071 shares of common stock held by the Spanicciati Family 2013 Irrevocable Trust and (ii) 848,928 shares of common stock held by the Spanicciati Family 2013 Dynasty Trust. Mr. Spanicciati is our Chief Marketing Officer and one of our directors.

(11) Includes (i) 3,444,945 shares of common stock held by Ms. Tucker, our Chief Executive Officer and one of our directors, (ii) 1,200,000 shares of common stock held by the Tucker Legacy Trust, (iii) 637,200 shares of common stock held by the Isaac Tucker 2012 Irrevocable Trust, (iv) 637,200 shares of common stock held by the Roseanna Tucker 2012 Irrevocable Trust, (v) 377,303 shares of common stock held by the Safety Net GRAT dated 09/28/2015, (vi) 75,352 shares of common stock held by the CS 2015 GRAT dated 9/28/2015 and (vii) 24,140 shares of common stock issuable upon the exercise of stock options exercisable within 60 days of March 31, 2017.

(12) Includes (i) 100,000 shares of common stock held by ETU Rustic Canyon Trust of which Mr. Unterman is the trustee (ii) 50,000 shares of common stock held by Mr. Unterman and (iii) 25,000 shares of common stock issuable upon the exercise of stock options exercisable within 60 days of March 31, 2017.

(13) Includes 829,228 shares of common stock issuable upon the exercise of stock options exercisable within 60 days of March 31, 2017.

DESCRIPTION OF CAPITAL STOCK

The following description summarizes the material terms of our capital stock. Because it is only a summary, it does not contain all the information that may be important to you. For a complete description of our capital stock, you should refer to our amended and restated certificate of incorporation and our amended and restated bylaws, which are included as exhibits to the registration statement of which this prospectus forms a part, and to the provisions of applicable Delaware law.

Our authorized capital stock consists of 500,000,000 shares of common stock, $0.01 par value and 50,000,000 shares of preferred stock, $0.01 par value. As of March 31, 2017, there were 51,285,114 shares of our common stock issued and outstanding held of record by 126 stockholders.

Common Stock

Voting Rights

Each holder of our common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Under our amended and restated certificate of incorporation and bylaws, our stockholders will not have cumulative voting rights. Because of this, the holders of a majority of the shares of common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they should so choose.

Dividends

Holders of common stock are entitled to receive ratably those dividends, if any, as may be declared from time to time by the board of directors out of legally available funds.

Liquidation

In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities.

Rights and Preferences

Holders of shares of common stock have no preemptive, conversion or subscription rights and there are no redemption or sinking fund provisions applicable to the common stock. The rights, preferences and privileges of the holders of shares of common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate in the future.

Preferred Stock

No shares of our preferred stock are currently outstanding. Under our amended and restated certificate of incorporation, our board of directors, without further action by our stockholders, is authorized to issue shares of preferred stock in one or more classes or series. The board may fix or alter the rights, preferences and privileges of the preferred stock, along with any limitations or restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences of each class or series of preferred stock. The preferred stock could have voting or conversion rights that could adversely affect the voting power or other rights of holders of our common stock. The issuance of preferred stock could also have the effect, under certain circumstances, of delaying, deferring or preventing a change of control of our company. We currently have no plans to issue any shares of preferred stock.

Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws

Our amended and restated certificate of incorporation and our amended and restated bylaws contain certain provisions that could have the effect of delaying, deferring or discouraging another party from acquiring control of us. These provisions are also designed, in part, to encourage persons seeking to acquire control of us to negotiate first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate more favorable terms with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us.

Classified Board

Our amended and restated certificate of incorporation provides that our board of directors is divided into three classes of directors, with the classes as nearly equal in number as possible, and with the directors serving three-year terms. As a result, approximately one-third of our board will be elected each year. The classification of directors will have the effect of making it more difficult for stockholders to change the composition of our board. Our amended and restated certificate of incorporation also provides that, subject to any rights of holders of preferred stock to elect additional directors under specified circumstances and the Stockholders' Agreement, the number of directors will be fixed exclusively pursuant to a resolution adopted by our board. Our board of directors is currently comprised of eight members.

Stockholder Action by Written Consent

Our amended and restated certificate of incorporation precludes stockholder action by written consent at any time when the Principal Stockholders beneficially own, in the aggregate, less than 35% of the total number of shares of our common stock then outstanding.

Special Meetings of Stockholders

Our amended and restated certificate of incorporation provides that, except as required by law, special meetings of our stockholders may be called at any time only by or at the direction of our board or the chairman of our board; provided, however, at any time when the Principal Stockholders own, in the aggregate, at least 35% in voting power of our stock entitled to vote generally in the election of directors, special meetings of our stockholders will also be called by our board or the chairman of our board at the request of Silver Lake Sumeru or Ms. Tucker. Our amended and restated bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of the company.

Advance Notice Procedures

Our amended and restated bylaws contain an advance notice procedure for stockholder proposals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board; provided, however, such advance notice procedures will not apply to a Principal Stockholder at any time when such Principal Stockholder beneficially owns at least 10% of the total number of shares of our common stock then outstanding. Stockholders at an annual meeting will only be able to consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of our board or by a stockholder who was a stockholder of record on the record date for the meeting, who is entitled to vote at the meeting and who has given our secretary timely written notice, in proper form, of the stockholder's intention to bring that business before the meeting. Although the amended and restated bylaws will not give our board the power to approve or disapprove stockholder nominations of candidates or proposals regarding other

business to be conducted at a special or annual meeting, the bylaws may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed or may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect its own slate of directors or otherwise attempting to obtain control of the company.

Removal of Directors; Vacancies

Our amended and restated certificate of incorporation provides that directors may be removed with or without cause upon the affirmative vote of a majority in voting power of all outstanding shares of stock entitled to vote thereon, voting together as a single class; provided, however, at any time when the Principal Stockholders beneficially own, in the aggregate, less than 40% of the voting power of our stock entitled to vote generally in the election of directors, directors may only be removed for cause, and only by the affirmative vote of holders of at least 66 2/3% in voting power of our stock entitled to vote thereon, voting together as a single class. In connection with votes for removal, the parties to the Stockholders' Agreement will agree to vote their shares in accordance with the board composition requirements in such agreement and the wishes of the party which designated a director regarding removal of such director. Any newly created directorships that result in a vacancy on the board will be filled by Silver Lake Sumeru if Silver Lake Sumeru is entitled to fill the vacancy pursuant to the Stockholders' Agreement. In the event that Silver Lake Sumeru is not entitled to, or chooses not to, fill the vacancy, then such vacancy may only be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director (and not by the stockholders). In addition, in the event that Ms. Tucker or Mr. Spanicciati ceases to be employed by the company for any reason and she or he beneficially owns less than 5% of the total number of shares of our common stock outstanding, (i) she or he will be required to immediately tender her or his resignation from the board of directors effective only upon acceptance by the board of directors and (ii) the board of directors may, in its sole discretion, accept or reject such resignation. If the board of directors rejects the resignation, Ms. Tucker or Mr. Spanicciati, as applicable, will continue to have the right to be designated for membership on the board of directors; provided that the board of directors will have the right, by unanimous vote of the other directors (excluding both Ms. Tucker and Mr. Spanicciati), to require such director's resignation from the board of directors if the board of directors determines such resignation would be in the best interests of the company, regardless of the number of shares of common stock held by Ms. Tucker or Mr. Spanicciati.

Supermajority Approval Requirements

Our amended and restated certificate of incorporation and amended and restated bylaws provide that our board of directors is expressly authorized to make, alter, amend and rescind, in whole or in part, our bylaws without a stockholder vote in any matter not inconsistent with the laws of the State of Delaware and our certificate of incorporation. For as long as the Principal Stockholders beneficially own, in the aggregate, at least 40% in voting power of our stock entitled to vote generally in the election of directors, any amendment, alteration, rescission or repeal of our amended and restated bylaws by our stockholders will require the affirmative vote of 60% of the voting power of all the then outstanding shares of our stock entitled to vote thereon, voting together as a single class. At any time when the Principal Stockholders beneficially own, in the aggregate, less than 40% in voting power of our stock entitled to vote generally in the election of directors, any amendment, alteration, rescission or repeal of our amended and restated bylaws by our stockholders will require the affirmative vote of the holders of at least 75% voting power of all the then outstanding shares of our stock entitled to vote thereon, voting together as a single class.

The DGCL provides generally that the affirmative vote of a majority of the outstanding shares entitled to vote thereon, voting together as a single class, is required to amend a corporation's certificate of incorporation, unless the certificate of incorporation requires a greater percentage.

Our certificate of incorporation provides that (i) at any time when the Principal Stockholders collectively beneficially own, in the aggregate, at least 40% in voting power of our stock entitled to vote generally in the election of directors, the amended and restated certificate of incorporation may be amended, altered, repealed or rescinded only by the affirmative vote of the holders of at least 60% of the voting power of our stock entitled to vote thereon, voting together as a single class, and (ii) at any time when the Principal Stockholders beneficially own, in the aggregate, less than 40% in voting power of our stock entitled to vote generally in the election of directors, the following provisions in our amended and restated certificate of incorporation may be amended, altered, repealed or rescinded only by the affirmative vote of the holders of at least 75% of the voting power of all the then outstanding shares of our stock entitled to vote thereon, voting together as a single class:

- the provisions providing for a classified board of directors (the election and term of our directors);
- the provisions regarding resignation and removal of directors;
- the provisions regarding competition and corporate opportunity;
- the provisions regarding entering into business combinations with interested stockholders;
- the provisions regarding stockholder action by written consent;
- the provisions regarding calling special meetings of stockholders;
- the provisions regarding filling vacancies on our board and newly created directorships;
- the provisions eliminating monetary damages for breaches of fiduciary duty by a director; and
- the amendment provision requiring that the above provisions be amended only with a 75% supermajority vote.

The combination of the classification of our board of directors, the lack of cumulative voting and the supermajority voting requirements will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board. Because our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management.

Authorized but Unissued Shares

Our authorized but unissued shares of common stock and preferred stock are available for future issuance without stockholder approval, subject to stock exchange rules. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. One of the effects of the existence of authorized but unissued common stock or preferred stock may be to enable our board to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of the company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive our stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices.

Business Combinations

We are not subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a three-year period following the time that the person becomes an interested stockholder, unless the business combination is approved in a prescribed manner. A

"business combination" includes, among other things, a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or did own within three years prior to the determination of interested stockholder status, 15% or more of the corporation's voting stock.

Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions: (1) before the stockholder became an interested stockholder, the board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder; (2) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances; or (3) at or after the time the stockholder became an interested stockholder, the business combination was approved by the board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

A Delaware corporation may "opt out" of these provisions with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or bylaws resulting from a stockholders' amendment approved by at least a majority of the outstanding voting shares.

We have opted out of Section 203; however, our amended and restated certificate of incorporation contains similar provisions providing that we may not engage in certain "business combinations" with any "interested stockholder" for a three-year period following the time that the stockholder became an interested stockholder, unless:

- prior to such time, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to that time, the business combination is approved by our board of directors and by the affirmative vote of holders of at least 66 2/3% of our outstanding voting stock that is not owned by the interested stockholder.

Under certain circumstances, this provision will make it more difficult for a person who would be an "interested stockholder" to effect various business combinations with the company for a three-year period. This provision may encourage companies interested in acquiring the company to negotiate in advance with our board because the stockholder approval requirement would be avoided if our board approves either the business combination or the transaction which results in the stockholder becoming an interested stockholder. These provisions also may have the effect of preventing changes in our board and may make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests.

Our certificate of incorporation provides that Silver Lake Sumeru, Iconiq and Ms. Tucker, and certain transferees who, following the transfer, will beneficially own at least 15% of the total number of shares of our common stock then outstanding, and any of their respective affiliates or successors or any group as to which such persons are a party, do not constitute "interested stockholders" for purposes of this provision.

Exclusive Forum

Our amended and restated bylaws provides that, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (3) any action asserting a claim against the company or any director or officer of the company arising pursuant to any provision of the DGCL, or (4) any other action asserting a claim that is governed by the internal affairs doctrine shall be a state or federal court located within the State of Delaware, in all cases subject to the court's having jurisdiction over indispensable parties named as defendants. Any person or entity purchasing or otherwise acquiring any interest in our shares of capital stock shall be deemed to have notice of and consented to this provision. Although we believe these provisions benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against us or our directors and officers.

Conflicts of Interest

Delaware law permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors or stockholders. Our amended and restated certificate of incorporation, to the maximum extent permitted from time to time by Delaware law, renounces any interest or expectancy that we have in, or right to be offered an opportunity to participate in, specified business opportunities that are from time to time presented to certain of our officers, directors or stockholders or their respective affiliates, other than those officers, directors, stockholders or affiliates who are our or our subsidiaries' employees. Our certificate of incorporation provides that, to the fullest extent permitted by law, none of Silver Lake Sumeru or Iconiq, their respective affiliates or the directors they designate will have any duty to refrain from (1) engaging in a corporate or business opportunity or offer a prospective economic or competitive advantage in which we, or any of our affiliates, directly could have an interest of expectancy, (2) otherwise competing with us or our affiliates, (3) otherwise doing business with any potential or actual customer or supplier of ours or our affiliates or (4) otherwise employing or engaging any officer or employee or any of our affiliates. In addition, to the fullest extent permitted by law, in the event that Silver Lake Sumeru or Iconiq, their respective affiliates or the directors they designate acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself or its or his affiliates or for us or our affiliates, such person will have no duty to communicate or offer such transaction or business opportunity to us or any of our affiliates and they may take any such opportunity for themselves or offer it to another person or entity. Our amended and restated certificate of incorporation does not renounce our interest in any business opportunity that is expressly offered to Silver Lake Sumeru, Iconiq, their respective affiliates or the directors they designate solely in his or her capacity as a director or officer of the company. To the fullest extent permitted by law, no business opportunity will be deemed to be a potential corporate opportunity for us unless we would be permitted to undertake the opportunity under our amended and restated certificate of incorporation, we have sufficient financial resources to undertake the opportunity, the opportunity would be in line with our business, and the opportunity is one in which we have an interest or reasonable expectancy.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties, subject to certain exceptions. Our amended and restated certificate of incorporation includes a provision that eliminates the personal liability of directors for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not

permitted under the DGCL. These provisions eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior. However, exculpation will not apply to any director if the director has acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions or derived an improper benefit from his or her actions as a director.

Our amended and restated bylaws provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL. We also are expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance will be useful to attract and retain qualified directors and officers.

The limitation of liability, indemnification and advancement provisions included in our certificate of incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breaches of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company, LLC. The transfer agent and registrar's address is 6201 15th Avenue, Brooklyn, New York 11219, and its telephone number is (718) 921-8206.

Listing

Our common stock is listed on the NASDAQ Global Select Stock Market under the trading symbol "BL".

SHARES ELIGIBLE FOR FUTURE SALE

Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices of our common stock prevailing from time to time. As described below, only a limited number of shares of our common stock will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

As of March 31, 2017, there were 51,285,114 shares of common stock issued and outstanding. All of the shares of our common stock sold in this offering by the selling stockholders pursuant to this prospectus will be freely tradable without restriction or further registration under the Securities Act unless such shares are purchased by "affiliates" as that term is defined in Rule 144 under the Securities Act. Upon completion of this offering, approximately 71.7% of our outstanding common stock will be held by our Principal Stockholders. These shares will be "restricted securities" as that phrase is defined in Rule 144. Subject to certain contractual restrictions, including the lock-up agreements described below, holders of restricted shares will be entitled to sell those shares in the public market if they qualify for an exemption from registration under Rule 144 or any other applicable exemption under the Securities Act. Subject to the lock-up agreements described below and the provisions of Rules 144 and 701, additional shares will be available for sale as set forth below. Upon completion of this offering, investors holding an aggregate of 36,765,879 shares of common stock (or 36,244,140 shares of common stock assuming full exercise of the underwriters' option to purchase additional shares) have registration rights.

Lock-up Agreements and Other Contractual Restrictions

In connection with this offering, we and our directors, executive officers, Principal Stockholders and the selling stockholders have agreed, subject to certain exceptions, not to dispose of or hedge any of their common stock or securities convertible into or exchangeable for our common stock for 90 days after the date of this prospectus without the prior written consent of Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC on behalf of the underwriters.

Under the Stockholders' Agreement, each of Iconiq, Ms. Tucker and Mr. Spanicciati have agreed, subject to certain limited exceptions, not to transfer, sell, exchange, assign, pledge, hypothecate, convey or otherwise dispose of or encumber any shares of our common stock without the consent of Silver Lake Sumeru until the earlier of (i) two years following the completion our initial public offering, or November 2, 2018, and (ii) Silver Lake Sumeru's reduction of its holdings of common stock following our initial public offering by 50%; provided, however, that each of Ms. Tucker and Mr. Spanicciati has the right to sell a number of shares equal to up to 1% of the total outstanding shares of our common stock annually pursuant to Rule 144 of the Securities Act. In connection with this offering, Silver Lake Sumeru has also consented to allow Iconiq to distribute up to approximately 2,100,000 shares of common stock (assuming that Silver Lake Sumeru sells the full amount of shares offered by this prospectus, inclusive of its portion of the underwriters' option to purchase additional shares) to its limited partners following the expiration of the lock-up agreements with the underwriters referred to above and prior to the date that is 180 days after the completion of this offering, which shares (to the extent held by non-affiliates of the Company) will be freely tradeable without restriction immediately following the distribution.

Rule 144

In general, under Rule 144 as currently in effect, a person who is not our affiliate and has not been our affiliate at any time during the preceding three months will be entitled to sell any shares of our common stock that such person has beneficially owned for at least six months, including the holding

period of any prior owner other than one of our affiliates, without regard to volume limitations. Sales of our common stock by any such person would be subject to the availability of current public information about us if the shares to be sold were beneficially owned by such person for less than one year.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares of our common stock on behalf of our affiliates are entitled to sell, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately 512,851 shares; or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation, or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144.

As of March 31, 2017, 795,832 shares of our outstanding common stock had been issued in reliance on Rule 701 as a result of exercises of stock options and stock awards.

Registration Rights

When this offering is complete, the holders of an aggregate of 36,765,879 shares of our common stock (or 36,244,140 shares of common stock assuming full exercise of the underwriters' option to purchase additional shares), or their transferees, will be entitled to rights with respect to the registration of their shares under the Securities Act, subject to various conditions and limitations. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of such registration. For a further description of these rights, see "Certain Relationships and Related Party Transactions—Registration Rights."

Registration Statement

We filed a registration statement on Form S-8 under the Securities Act to register shares of our common stock subject to options outstanding, as well as reserved for future issuance, under our equity compensation plans. The registration statement on Form S-8 became effective immediately upon filing, and shares of our common stock covered by the registration statement are eligible for sale in the public market, subject to the Rule 144 limitations applicable to affiliates, vesting restrictions and any applicable market standoff agreements and lock-up agreements.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a summary of the material U.S. federal income tax consequences of the ownership and disposition of our common stock to non-U.S. holders issued pursuant to this offering, but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the provisions of the Code, Treasury Regulations promulgated thereunder, administrative rulings and judicial decisions, all as of the date hereof. These authorities may be changed, possibly retroactively, so as to result in U.S. federal income tax consequences different from those set forth below. We have not sought any ruling from the Internal Revenue Service, or the IRS, with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. Potential tax reforms in the United States may result in significant changes in the rules governing U.S. federal income taxation. Such changes may affect the U.S. federal tax considerations of the ownership and disposition of our common stock discussed herein.

This summary also does not address the tax consequences arising under the laws of any non-U.S., state or local jurisdiction or other U.S. federal laws, including gift and estate tax laws. In addition, this discussion does not address tax consequences applicable to an investor's particular circumstances or to investors that may be subject to special tax rules, including, without limitation:

- banks, insurance companies or other financial institutions;
- persons subject to the alternative minimum tax or the Medicare tax on net investment income;
- tax-exempt organizations or governmental organizations;
- controlled foreign corporations, passive foreign investment companies, and corporations that accumulate earnings to avoid U.S. federal income tax;
- dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- persons that own, or are deemed to own, more than five percent of our common stock (except to the extent specifically set forth below);
- certain former citizens or long-term residents of the United States;
- persons who hold our common stock as a position in a hedging transaction, "straddle," "conversion transaction" or other risk reduction transaction;
- persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation;
- persons who do not hold our stock as a capital asset within the meaning of Section 1221 of the Code; and
- persons deemed to sell our common stock under the constructive sale provisions of the Code.

In addition, if a partnership or entity classified as a partnership for U.S. federal income tax purposes holds our common stock, the tax treatment of a partner generally will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships that hold our common stock, and partners in such partnerships, should consult their tax advisors regarding the federal income tax consequences to them.

YOU ARE URGED TO CONSULT YOUR TAX ADVISOR WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION,

AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX RULES OR UNDER THE LAWS OF ANY STATE, LOCAL, NON-U.S. OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

Non-U.S. Holder Defined

For purposes of this discussion, you are a non-U.S. holder (other than a partnership) if you are a beneficial holder of our common stock that, for U.S. federal income tax purposes, is not a U.S. person. For purposes of this discussion, you are a U.S. person if you are:

- an individual citizen or resident of the United States for U.S. tax purposes;
- a corporation or other entity taxable as a corporation created or organized in the United States or under the laws of the United States or any political subdivision thereof or treated as such for U.S. federal income tax purposes;
- an estate whose income is subject to U.S. federal income tax regardless of its source; or
- a trust (x) whose administration is subject to the primary supervision of a U.S. court and which has one or more "United States persons" (within the meaning of Section 7701(a)(30)) who have the authority to control all substantial decisions of the trust or (y) which has made an election to be treated as a United States person for U.S. federal income tax purposes.

Distributions

We have not made any distributions on our common stock, and we do not plan to make any distributions for the foreseeable future. However, if we do make distributions on our common stock, those payments will constitute dividends for U.S. tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed both our current and our accumulated earnings and profits, they will constitute a return of capital and will first reduce your basis in our common stock, but not below zero, and any excess will be treated as gain from the sale of stock as described below under "—Gain on Disposition of Common Stock."

Subject to the discussion below on effectively connected income, any dividend paid to you generally will be subject to U.S. withholding tax either at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable income tax treaty. In order to receive a reduced treaty rate, you must provide us with a valid IRS Form W-8BEN, IRS Form W-8BEN-E or other appropriate version of IRS Form W-8 certifying qualification for the reduced rate. A non-U.S. holder of shares of our common stock eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. If the non-U.S. holder holds the stock through a financial institution or other agent acting on the non-U.S. holder's behalf, the non-U.S. holder will be required to provide appropriate documentation to the agent, which then will be required to provide certification to us or our paying agent, either directly or through other intermediaries. You should consult your tax advisor regarding any applicable tax treaties that may provide for different rules.

Dividends received by you that are effectively connected with your conduct of a U.S. trade or business, and, if required by a tax treaty, are attributable to a permanent establishment that you maintain in the United States, are generally exempt from the withholding tax described above. In order to obtain this exemption, you must provide the applicable paying agent with a valid IRS Form W-8ECI or other appropriate IRS Form W-8 properly certifying such exemption. Such effectively connected

dividends, although not subject to withholding tax, are taxed at the same graduated rates applicable to U.S. persons. In addition, if you are a corporate non-U.S. holder, dividends you receive that are effectively connected with your conduct of a U.S. trade or business may also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty. You should consult your tax advisor regarding any applicable tax treaties that may provide for different rules.

For additional withholding rules that may apply to dividends paid to “foreign financial institutions” or to “non-financial foreign entities” (as specifically defined in the Code) that have substantial direct or indirect U.S. owners, see the discussion below under the heading “—Foreign Account Tax Compliance Act (FATCA).”

Gain on Disposition of Common Stock

Subject to discussions below regarding backup withholding and FATCA, you generally will not be required to pay U.S. federal income tax on any gain realized upon the sale or other disposition of our common stock unless:

- the gain is effectively connected with your conduct of a U.S. trade or business, and, if required by a tax treaty, the gain is attributable to a permanent establishment that you maintain in the United States;
- you are an individual non-resident alien who is present in the United States for a period or periods aggregating 183 days or more during the taxable year in which the sale or disposition occurs and certain other conditions are met; or
- our common stock constitutes a U.S. real property interest, or USRPI, by reason of our status as a “United States real property holding corporation,” or USRPHC, for U.S. federal income tax purposes.

We believe that we are not currently and will not become a USRPHC. However, because the determination of whether we are a USRPHC depends on the fair market value of our USRPIs relative to the fair market value of our non-U.S. real property interests and other business assets, there can be no assurance that we are not a USRPHC or will not become a USRPHC in the future. Even if we are or were to become a USRPHC, however, as long as our common stock is “regularly traded” (as defined by applicable Treasury Regulations) on an established securities market, such common stock will be treated as USRPIs only if you actually or constructively hold more than five percent of such regularly traded common stock at any time during the shorter of the five-year period preceding your disposition of, or your holding period for, our common stock. You should consult any applicable tax treaties that may provide for different rules.

If you are a non-U.S. holder described in the first bullet above, you will be required to pay tax on the net gain derived from the sale at the same graduated rates applicable to U.S. persons, and corporate non-U.S. holders described in the first bullet above may be subject to the branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. If you are an individual non-U.S. holder described in the second bullet above, you will be required to pay a flat 30% tax (or such lower rate specified by an applicable income tax treaty) on the gain derived from the sale, which gain may be offset by U.S. source capital losses (even though you are not considered a resident of the United States), provided you have timely filed U.S. federal income tax returns with respect to such losses. You should consult any applicable tax treaties that may provide for different rules.

For additional withholding rules that may apply to gross proceeds from the sale or other disposition of our common stock paid to “foreign financial institutions” or to “non-financial foreign

entities” (as specifically defined in the Code) that have substantial direct or indirect U.S. owners, see the discussion below under the heading “—Foreign Account Tax Compliance Act (FATCA).”

Backup Withholding and Information Reporting

Generally, we must report annually to the IRS the amount of dividends paid to you, your name and address, and the amount of tax withheld, if any. A similar report is sent to you. Pursuant to applicable income tax treaties or other agreements, the IRS may make these reports available to tax authorities in your country of residence.

Payments of dividends or of proceeds on the disposition of stock made to you may be subject to information reporting and backup withholding at a current rate of 28% unless you establish an exemption, for example by properly certifying your non-U.S. status on an IRS Form W-8BEN, IRS Form W-8BEN-E or another appropriate version of IRS Form W-8. Notwithstanding the foregoing, backup withholding and information reporting may apply if either we or our paying agent has actual knowledge, or reason to know, that you are a U.S. person.

Backup withholding is not an additional tax; rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained, provided that the required information is furnished to the IRS in a timely manner.

Foreign Account Tax Compliance Act (FATCA)

Under Sections 1471 to 1474 of the Code (such Sections commonly referred to as FATCA), a U.S. federal withholding tax of 30% may be imposed on dividends on and the gross proceeds from a disposition of our common stock to a “foreign financial institution” (as specifically defined in the Code) unless such institution enters into an agreement with the U.S. government to, among other things, withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners) or otherwise establishes an exemption. A U.S. federal withholding tax of 30% under FATCA may be imposed on dividends on and the gross proceeds from a disposition of our stock to a “non-financial foreign entity” (as specifically defined under the Code) unless such entity provides the withholding agent with either a certification that it does not have any “substantial United States owners” (as defined in the Code) or provides information regarding each substantial United States owner of the entity or otherwise establishes an exception. The withholding provisions described above apply to payments of dividends on our stock and, under current transition rules, are expected to apply with respect to payments of gross proceeds from a sale or other disposition of such common stock on or after January 1, 2019. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this paragraph. Under certain circumstances, a non-U.S. holder might be eligible for refunds or credits of such taxes. You should consult your tax advisors regarding these withholding provisions.

The preceding discussion of U.S. federal income tax consequences is for general information only. It is not tax advice. Each prospective investor should consult its own tax advisor regarding the particular U.S. federal, state and local and non-U.S. tax consequences of purchasing, holding and disposing of our common stock, including the consequences of any proposed change in applicable laws.

Table of Contents

UNDERWRITING

We, the selling stockholders and the underwriters named below have entered into an underwriting agreement with respect to the shares being offered. Subject to certain conditions, each underwriter has severally agreed to purchase from the selling stockholders, the number of shares indicated in the following table. Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman Sachs & Co. LLC	
J.P. Morgan Securities LLC	
Pacific Crest Securities, a division of KeyBanc Capital Markets Inc.	
Raymond James & Associates, Inc.	
William Blair & Company, L.L.C.	
JMP Securities LLC	
Total	3,478,261

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional 521,739 shares from the selling stockholders to cover sales by the underwriters of a greater number of shares than the total number set forth in the table above. They may exercise that option for 30 days from the date of this prospectus. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by the selling stockholders. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase 521,739 additional shares.

Paid by the Selling Stockholders

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares sold by the underwriters to the public will initially be offered at the public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The company and its officers, directors, Principal Stockholders and the selling stockholders have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 90 days from the date of this prospectus, except with the prior written consent of the representatives. This agreement does not apply to any existing employee benefit plans. See "Shares Available for Future Sale" for a discussion of certain transfer restrictions.

Our shares are listed on NASDAQ Global Select Stock Market under the symbol “BL”.

In connection with the offering, the underwriters may purchase and sell shares of common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A “covered short position” is a short position that is not greater than the amount of additional shares for which the underwriters’ option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. “Naked” short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the company’s stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the common stock. As a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on the NASDAQ Global Select Stock Market, in the over-the-counter market or otherwise.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of shares to the public in that Relevant Member State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of shares to the public in that Relevant Member State at any time:

(a) to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(c) to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the representatives for any such offer; or

(d) in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of shares to the public" in relation to any shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe the shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the shares in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

Hong Kong

The shares may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the shares under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Japan

The shares have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and each underwriter has agreed that it will not offer or sell any shares, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Canada

The shares may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

The underwriters do not expect sales to discretionary accounts to exceed five percent of the total number of shares offered.

The company estimates that its share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $900,000. We have agreed to reimburse the underwriters for the reasonable fees and disbursements of their counsel relating to clearance of this offering with FINRA, which we do not expect to exceed $30,000.

The company and the selling stockholders have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Wilson Sonsini Goodrich & Rosati, P.C., Palo Alto, California, and for the underwriters by Latham & Watkins LLP, Los Angeles, California. Wilson Sonsini Goodrich & Rosati, P.C. and certain of its members are associated with WS Investment Company, LLC (2007A), which is an investor in certain investment funds affiliated with Silver Lake Sumeru. Upon the consummation of the offering, WS Investment Company (2007A) will directly or indirectly own less than 0.1% of the outstanding shares of our common stock.

EXPERTS

The financial statements of BlackLine, Inc. as of December 31, 2016 and 2015 and for each of the three years in the period ended December 31, 2016 included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some of which is contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. A copy of the registration statement and the exhibits filed therewith may be inspected without charge at the public reference room maintained by the SEC, located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, and copies of all or any part of the registration statement may be obtained from that office at prescribed rates. You may obtain information on the operation of the SEC's public reference room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers that file electronically with the SEC. The address of that website is www.sec.gov.

We are subject to the information and periodic reporting requirements of the Exchange Act and, in accordance therewith, file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available for inspection and copying at the SEC's public reference room and accessible through the SEC's Internet website referenced above. We also maintain an Internet website at www.blackline.com, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on, or that can be accessed through, our website does not constitute a part of this prospectus or the registration statement of which this prospectus forms a part, and is not incorporated by reference herein. We have included our website address in this prospectus solely for informational purposes and you should not consider any information contained on, or that can be accessed through, our website as part of this prospectus or in deciding whether to purchase shares of our common stock.

BLACKLINE, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Index to Audited Consolidated Financial Statements of BlackLine, Inc. as of December 31, 2016 and 2015 and for each of the Three Years in the Period Ended December 31, 2016

Report of Independent Registered Public Accounting Firm	F-2
Consolidated Balance Sheets as of December 31, 2016 and 2015	F-3
Consolidated Statements of Operations for the years ended December 31, 2016, 2015 and 2014	F-4
Consolidated Statements of Comprehensive Loss for the years ended December 31, 2016, 2015 and 2014	F-5
Consolidated Statements of Stockholders' Equity for the years ended December 31, 2016, 2015 and 2014	F-6
Consolidated Statements of Cash Flows for the years ended December 31, 2016, 2015 and 2014	F-7
Notes to Consolidated Financial Statements	F-9

Index to Unaudited Condensed Consolidated Financial Statements of BlackLine, Inc. as of March 31, 2017 and for the Three Months Ended March 31, 2017 and 2016

Condensed Consolidated Balance Sheets as of March 31, 2017 and December 31, 2016	F-38
Condensed Consolidated Statements of Operations for the Three Months Ended March 31, 2017 and 2016	F-39
Condensed Consolidated Statements of Comprehensive Loss for the Three Months Ended March 31, 2017 and 2016	F-40
Condensed Consolidated Statement of Stockholders' Equity for the Three Months Ended March 31, 2017	F-41
Condensed Consolidated Statements of Cash Flows for the Three Months Ended March 31, 2017 and 2016	F-42
Notes to Condensed Consolidated Financial Statements	F-44

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of BlackLine, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows present fairly, in all material respects, the financial position of BlackLine, Inc. and its subsidiaries (the "Company") at December 31, 2016 and 2015, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2016 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

Los Angeles, California
March 10, 2017

Table of Contents

BLACKLINE, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except shares and par values)

	December 31, 2016	December 31, 2015
ASSETS		
Current assets:		
Cash and cash equivalents	$ 22,118	$ 15,205
Marketable securities	83,130	—
Accounts receivable, net of allowances for doubtful accounts of $223 and $168 as of December 31, 2016 and 2015, respectively	42,294	24,235
Deferred sales commissions	9,667	6,246
Prepaid expenses and other current assets	6,614	2,801
Total current assets	163,823	48,487
Capitalized software development costs, net	4,591	2,967
Property and equipment, net	11,318	12,419
Intangible assets, net	54,118	56,828
Goodwill	185,138	163,154
Other assets	1,449	2,895
Total assets	$ 420,437	$ 286,750
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 7,165	$ 4,648
Accrued expenses and other current liabilities	18,931	15,012
Deferred revenue	80,360	52,750
Short-term portion of contingent consideration	2,008	2,008
Total current liabilities	108,464	74,418
Term loan, net	—	28,267
Common stock warrant liability	11,380	5,500
Contingent consideration	3,230	2,859
Deferred tax liabilities, net	1,262	5,907
Deferred revenue, noncurrent	2,373	—
Other long-term liabilities	2,318	3,631
Total liabilities	129,027	120,582
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Preferred stock, $0.01 par value, 50,000,000 shares authorized, no shares issued and outstanding as of December 31, 2016 and 2015	—	—
Common stock, $0.01 par value, 500,000,000 shares authorized, 51,277,964 issued and outstanding as of December 31, 2016 and 40,720,327 issued and 40,673,327 outstanding as of December 31, 2015	513	407
Treasury stock, 0 shares and 47,000 shares at cost at December 31, 2016 and 2015, respectively	—	(254)
Additional paid-in capital	378,272	214,171
Accumulated other comprehensive income	(41)	—
Accumulated deficit	(87,334)	(48,156)
Total stockholders' equity	291,410	166,168
Total liabilities and stockholders' equity	$ 420,437	$ 286,750

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

BLACKLINE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Year Ended December 31,		
	2016	2015	2014
Revenues			
Subscription and support	$117,524	$ 80,080	$ 49,029
Professional services	5,599	3,527	2,648
Total revenues	123,123	83,607	51,677
Cost of revenues			
Subscription and support	25,900	19,773	14,380
Professional services	4,311	2,956	2,218
Total cost of revenues	30,211	22,729	16,598
Gross profit	92,912	60,878	35,079
Operating expenses			
Sales and marketing	77,810	56,546	31,837
Research and development	21,125	18,216	9,705
General and administrative	27,911	20,928	11,716
Total operating expenses	126,846	95,690	53,258
Loss from operations	(33,934)	(34,812)	(18,179)
Other expense			
Interest expense, net	(5,932)	(3,215)	(3,047)
Change in fair value of the common stock warrant liability	(5,880)	(420)	(3,700)
Other expense, net	(11,812)	(3,635)	(6,747)
Loss before income taxes	(45,746)	(38,447)	(24,926)
Benefit from income taxes	(6,587)	(13,713)	(8,174)
Net loss	$ (39,159)	$ (24,734)	$ (16,752)
Net loss per share, basic and diluted	$ (0.92)	$ (0.61)	$ (0.42)
Weighted average common shares outstanding, basic and diluted	42,497	40,579	40,089

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

BLACKLINE, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands)

	Year Ended December 31,		
	2016	2015	2014
Net loss	$(39,159)	$(24,734)	$(16,752)
Other comprehensive loss:			
Net change in unrealized losses on marketable securities, net of tax of $0 for the year ended December 31, 2016	(41)	—	—
Other comprehensive loss	(41)	—	—
Comprehensive loss	$(39,200)	$(24,734)	$(16,752)

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

BLACKLINE, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands, except shares)

	Common Stock		Treasury Stock, at cost	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total
	Shares Outstanding	Amount					
Balance at December 31, 2013	40,080,000	$ 401	$ —	$ 200,121	$ —	$ (6,670)	$ 193,852
Common stock issuance	357,142	4	—	4,996	—	—	5,000
Stock repurchases	(45,000)	—	(225)	—	—	—	(225)
Stock-based compensation	—	—	—	2,072	—	—	2,072
Net loss	—	—	—	—	—	(16,752)	(16,752)
Balance at December 31, 2014	40,392,142	405	(225)	207,189	—	(23,422)	183,947
Stock option exercises	283,185	2	—	1,418	—	—	1,420
Stock repurchases	(2,000)	—	(29)	—	—	—	(29)
Stock-based compensation	—	—	—	5,564	—	—	5,564
Net loss	—	—	—	—	—	(24,734)	(24,734)
Balance at December 31, 2015	40,673,327	407	(254)	214,171	—	(48,156)	166,168
Stock option exercises	522,450	5	—	2,855	—	—	2,860
Common stock issuance	192,187	2	—	3,073	—	—	3,075
Issuance of common stock in connection with initial public offering, net of offering costs	9,890,000	99	—	151,780	—	—	151,879
Retirement of treasury stock	—	—	254	(235)	—	(19)	—
Stock-based compensation	—	—	—	6,628	—	—	6,628
Other comprehensive loss	—	—	—	—	(41)	—	(41)
Net loss	—	—	—	—	—	(39,159)	(39,159)
Balance at December 31, 2016	51,277,964	$ 513	$ —	$ 378,272	$ (41)	$ (87,334)	$ 291,410

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

BLACKLINE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2016	2015	2014
Cash flows from operating activities			
Net loss	$ (39,159)	$ (24,734)	$ (16,752)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	17,424	14,739	13,455
Accretion of debt discount and accrual of paid in kind interest	4,557	2,594	2,541
Payment of paid in kind interest	(6,418)	—	—
Change in fair value of common stock warrant liability	5,880	420	3,700
Change in fair value of contingent consideration	371	41	(781)
Stock-based compensation	6,526	5,497	2,017
Deferred income taxes	(7,432)	(13,941)	(8,283)
Changes in operating assets and liabilities, net of effects of the acquisition:			
Accounts receivable	(15,541)	(6,195)	(6,821)
Deferred sales commissions	(3,421)	(4,343)	(1,254)
Prepaid expenses and other current assets	(3,095)	(507)	(1,116)
Other assets	(201)	(571)	(98)
Accounts payable	3,544	1,073	810
Accrued expenses and other current liabilities	3,864	6,753	3,241
Deferred revenue	29,482	18,176	17,246
Other long-term liabilities	(1,189)	2,004	1,038
Net cash provided by (used in) operating activities	(4,808)	1,006	8,943
Cash flows from investing activities			
Acquisition, net of cash acquired	(31,488)	—	—
Investments in marketable securities	(83,192)	—	—
Capitalized software development costs	(3,270)	(2,273)	(1,437)
Purchases of property and equipment	(1,724)	(10,094)	(1,429)
Net cash used in investing activities	(119,674)	(12,367)	(2,866)
Cash flows from financing activities			
Proceeds from term loan, net of issuance costs	34,300	—	—
Principal payments on term loan and prepayment penalties	(60,706)	—	—
Principal payments on capital lease obligations	(124)	(532)	—
Proceeds from issuance of common stock	3,075	—	5,000
Payments of initial public offering costs	(4,372)	—	—
Proceeds from initial public offering, net of underwriting discounts and commissions	156,362	—	—
Repurchases of common stock	—	(29)	(225)
Proceeds from exercises of stock options	2,860	1,420	—
Net cash provided by financing activities	131,395	859	4,775
Net increase (decrease) in cash and cash equivalents	6,913	(10,502)	10,852
Cash and cash equivalents, beginning of period	15,205	25,707	14,855
Cash and cash equivalents, end of period	$ 22,118	$ 15,205	$ 25,707

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

BLACKLINE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
SUPPLEMENTAL CASH FLOW DISCLOSURE
(in thousands)

	Year Ended December 31,		
	2016	2015	2014
Supplemental disclosures of cash flow information			
Cash paid for interest	$8,646	$ 634	$506
Cash paid for income taxes	$ 176	$ 6	$ 10
Non-cash financing and investing activities			
Capitalized software development costs included in accounts payable and accrued expenses and other current liabilities	$ 153	$ —	$ 80
Purchases of property and equipment included in accounts payable and accrued expenses and other current liabilities	$ 63	$ 172	$996
Stock-based compensation capitalized for software development	$ 102	$ 67	$ 55
Property and equipment acquired under capital leases	$ —	$1,648	$ —
Deferred offering costs included in accounts payable and accrued expenses and other current liabilities	$ 110	$1,647	$ —

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

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—The Company

BlackLine, Inc. and its subsidiaries (the “Company” or “BlackLine”) provide financial accounting close solutions delivered primarily as Software as a Service (“SaaS”). The Company’s solutions enable its customers to address various aspects of their financial close process, including account reconciliations, variance analysis of account balances, journal entry capabilities, and certain types of data matching capabilities.

The Company is headquartered in Los Angeles, California and has offices in Chicago, Atlanta, New York, Vancouver, London, Paris, Frankfurt, Sydney, Melbourne, Kuala Lumpur, Netherlands, and Singapore.

Note 2—Significant accounting policies

Principles of consolidation and basis of presentation

The Company’s consolidated financial statements are presented in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and include the operating results of its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Reverse stock split

On October 12, 2016, the Company effected a 1-for-5 reverse stock split of its outstanding common stock. All share and per share amounts for all periods presented in these consolidated financial statements and notes thereto have been adjusted retrospectively, where applicable, to reflect this reverse stock split.

Use of estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the dates of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period.

On an ongoing basis, management evaluates its estimates, primarily those related to determining the best estimate of selling price (“BESP”) for separate deliverables in the Company’s subscription revenue arrangements, vendor-specific objective evidence (“VSOE”) for separate deliverables in the Company’s licensed revenue arrangements, allowance for doubtful accounts, fair value of assets and liabilities assumed in a business combination, recoverability of goodwill and long-lived assets, useful lives associated with long-lived assets, contingencies, fair value of contingent consideration, and the valuation and assumptions underlying stock-based compensation and common stock warrants. These estimates are based on historical data and experience, as well as various other factors that management believes to be reasonable under the circumstances. Actual results could differ from those estimates.

Segments

Management has determined that the Company has one operating segment. The Company’s chief executive officer, who is the Company’s chief operating decision maker, reviews financial

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

information on a consolidated and aggregate basis, together with certain operating metrics principally to make decisions about how to allocate resources and to measure the Company's performance.

Cash and cash equivalents

The Company considers all highly liquid investments with an original or remaining maturity of three months or less at the date of purchase to be cash equivalents. Cash includes cash held in checking and savings accounts. Cash equivalents are comprised of investments in money market mutual funds. The carrying value of cash and cash equivalents approximates fair value.

Restricted cash

Included in non-current other assets at December 31, 2016 and 2015 was cash of $ 0.4 million required to be restricted as to use by the Company's office leaseholder to collateralize a standby letter of credit.

Investments in Marketable Securities

Our marketable securities consist of commercial paper, corporate bonds, U.S. treasury bonds, and asset-backed securities. The Company classifies its marketable securities as available-for-sale at the time of purchase, and the Company reevaluates such classification as of each balance sheet date. All marketable securities are recorded at their estimated fair value, with any unrealized gains and losses reported as a component of stockholders' equity until realized or until a determination is made that an other-than-temporary decline in market value has occurred. Impairments are considered to be other than temporary if they are related to deterioration in credit risk or if it is likely the Company will sell the securities before the recovery of their cost basis. Realized gains and losses and declines in value deemed to be other than temporary are determined based on the specific identification method and are reported in other income (expense), net in the consolidated statements of operations.

The Company classifies its investments in marketable securities in current assets as the investments are available for use, if needed, in current operations.

Investments in marketable securities presented within current assets on the consolidated balance sheet as of December 31, 2016 consisted of the following:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(in thousands)			
Marketable securities				
U.S. Treasury bonds	$ 29,742	$ —	$ (17)	$ 29,725
Corporate Bonds	25,522	—	(21)	25,501
Commercial paper	15,554	—	—	15,554
Asset-backed securities	12,353	—	(3)	12,350
	$ 83,171	$ —	$ (41)	$ 83,130

Gross realized gains and losses on marketable securities and net gains and losses reclassified from accumulated other comprehensive income to earnings were not material for the year ended December 31, 2016.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company's marketable securities have a contractual maturity of less than 4 years. The amortized cost and fair values of marketable securities, by remaining contractual maturity, were as follows:

	December 31, 2016	
	Amortized Cost	Fair Value
	(in thousands)	
Due in 1 year or less	$ 49,371	$ 49,363
Due after 1 year through 4 years	33,800	33,767
	$ 83,171	$ 83,130

The Company held no marketable securities during the years ended December 31, 2015 and 2014.

Accounts receivable and allowance for doubtful accounts

Accounts receivable are recorded at the invoiced amount, do not require collateral and do not bear interest. The Company estimates its allowance for doubtful accounts by evaluating specific accounts where information indicates the Company's customers may have an inability to meet financial obligations, such as bankruptcy and significantly aged receivables outstanding.

Concentration of credit risk and significant customers

Financial instruments that potentially subject the Company to a significant concentration of credit risk consist of cash and cash equivalents, investments in marketable securities and accounts receivable.

The Company maintains the majority of its cash balances with one major commercial bank in non-interest bearing accounts, which exceeds the Federal Deposit Insurance Corporation, or FDIC, federally insured limits.

The Company invests its excess cash in money market mutual funds, commercial paper, corporate bonds, U.S. treasury bonds, and asset-backed securities. To date, the Company has not experienced any impairment losses on its investments.

For the years ended December 31, 2016, 2015 and 2014, no single customer comprised 10% or more of the Company's total revenues. No single customer had an accounts receivable balance of 10% or greater of total accounts receivable at December 31, 2016 and 2015.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. Expenditures for repairs and maintenance are expensed as incurred, while renewals and betterments are capitalized. Depreciation expense is charged to operations on a straight-line basis over the estimated useful lives of the assets.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The estimated useful lives of the Company's property and equipment are as follows:

	Useful Lives
Machinery and equipment	3-5 years
Purchased software	3-5 years
Furniture and fixtures	5 years
Leasehold improvements	Lesser of 7 years or lease term

Assets acquired under capital leases are capitalized at the present value of the related lease payments and are amortized over the shorter of the lease term or useful life of the asset.

Capitalized internal-use software costs

The Company accounts for the costs of computer software obtained or developed for internal use in accordance with ASC 350, *Intangibles —Goodwill and Other* ("ASC 350"). The Company capitalizes certain costs in the development of its SaaS subscription solution when (i) the preliminary project stage is completed, (ii) management has authorized further funding for the completion of the project and (iii) it is probable that the project will be completed and performed as intended. These capitalized costs include personnel and related expenses for employees and costs of third-party contractors who are directly associated with and who devote time to internal-use software projects and, when material, interest costs incurred during the development. Capitalization of these costs ceases once the project is substantially complete and the software is ready for its intended purpose. Costs incurred for significant upgrades and enhancements to the Company's SaaS software solutions are also capitalized. Costs incurred for training, maintenance and minor modifications or enhancements are expensed as incurred. Capitalized software development costs are amortized using the straight-line method over an estimated useful life of three years.

During the years ended December 31, 2016, 2015 and 2014, the Company amortized $1.8 million, $0.9 million and $0.3 million, respectively, of internal-use software development costs to subscription and support cost of revenue. As of December 31, 2016 and 2015, the accumulated amortization of internal-use software development costs was $2.9 million and $1.2 million, respectively.

Business combinations

The results of businesses acquired in a business combination are included in the Company's consolidated financial statements from the date of the acquisition. Purchase accounting results in assets and liabilities of an acquired business generally being recorded at their estimated fair values on the acquisition date. Any excess consideration over the fair value of assets acquired and liabilities assumed is recognized as goodwill.

Transaction costs associated with business combinations are expensed as incurred and are included in general and administrative expenses in the consolidated statements of operations.

The Company performs valuations of assets acquired and liabilities assumed and allocates the purchase price to its respective assets and liabilities. Determining the fair value of assets acquired and liabilities assumed requires management to use significant judgment and estimates, including the selection of valuation methodologies, estimates of future revenue, costs and cash flows, discount rates, and selection of comparable companies. The Company engages the assistance of valuation specialists in concluding on fair value measurements in connection with determining fair values of assets acquired and liabilities assumed in a business combination.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Intangible assets

Intangible assets primarily consist of acquired developed technology, customer relationships, trade names and non-compete agreements, which were acquired as part of the Company's acquisitions of BlackLine Systems, Inc. in September 2013 and Runbook Company B.V. ("Runbook") in August 2016. The Company determines the appropriate useful life of its intangible assets by performing an analysis of expected cash flows of the acquired assets. Intangible assets are amortized over their estimated useful lives using the straight-line method, which approximates the pattern in which the economic benefits are consumed. The estimated useful lives of the Company's finite-lived intangible assets are as follows:

	Useful Lives
Trade name	1-10 years
Developed technology	6-8 years
Non-compete agreements	2-5 years
Customer relationships	8-10 years

Impairment of long-lived assets

Management evaluates the recoverability of the Company's property and equipment, finite-lived intangible assets and capitalized internal-software costs when events or changes in circumstances indicate a potential impairment exists. Events and changes in circumstances considered by the Company in determining whether the carrying value of long-lived assets may not be recoverable include, but are not limited to, significant changes in performance relative to expected operating results, significant changes in the use of the assets, significant negative industry or economic trends, and changes in the Company's business strategy. Impairment testing is performed at an asset level that represents the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities (an "asset group"). In determining if impairment exists, the Company estimates the undiscounted cash flows to be generated from the use and ultimate disposition of the asset group. If impairment is indicated based on a comparison of the assets' carrying values and the undiscounted cash flows, the impairment loss is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. The Company determined that there were no events or changes in circumstances that potentially indicated that the Company's long-lived assets were impaired during the years ended December 31, 2016, 2015 and 2014.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of net assets acquired in a business combination. The Company tests goodwill for impairment in accordance with the provisions of Accounting Standards Codification ("ASC") 350, *Intangibles—Goodwill and Other*. Goodwill is tested for impairment at least annually at the reporting unit level or whenever events or changes in circumstances indicate that goodwill might be impaired. Events or changes in circumstances which could trigger an impairment review include a significant adverse change in legal factors or in the business climate, unanticipated competition, loss of key personnel, significant changes in the use of the acquired assets or the Company's strategy, significant negative industry or economic trends, or significant underperformance relative to expected historical or projected future results of operations.

ASC 350 provides that an entity has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of

events or circumstances, an entity determines it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then additional impairment testing is not required. However, if an entity concludes otherwise, then it is required to perform the first of a two-step impairment test.

The first step involves comparing the estimated fair value of a reporting unit with its book value, including goodwill. If the estimated fair value exceeds book value, goodwill is considered not to be impaired and no additional steps are necessary. If, however, the fair value of the reporting unit is less than book value, then, under the second step, the carrying amount of the goodwill is compared with its implied fair value. The estimate of implied fair value of goodwill may require valuations of certain internally-generated and unrecognized intangible assets. If the carrying amount of goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to the excess.

The Company has one reporting unit and it tests for goodwill impairment annually during the fourth quarter of the calendar year. At December 31, 2016, the fair value of the Company significantly exceeded the carrying value of its net assets and accordingly goodwill was not impaired.

Deferred rent

Rent expense is recorded on a straight-line basis over the term of the lease. The difference between rent expense and the cash paid under the lease agreement is recorded as deferred rent. Lease incentives, including tenant improvement allowances, are also recorded as deferred rent and amortized on a straight-line basis over the lease term.

Debt issued with warrants to purchase common stock

The Company issued warrants to purchase common stock in connection with its former credit facility. These warrants are a liability classified under ASC 815-40, *Contracts in Entity's Own Equity*, as they contain down-round protection such that, in the event of subsequent issuances of shares at-market by the Company below the exercise price of the warrant, then the warrant's exercise price is reduced. The warrants are measured at fair value each period with changes in fair value recorded in other income (expense), net in the consolidated statements of operations. The warrants will continue to be measured at fair value each period until the earlier of exercise or termination.

The initial carrying value of the debt was reduced by the fair value of the warrants. The resulting debt discount was amortized to interest expense over the life of the debt on a straight-line basis, which approximates the effective interest method. In November 2016, the Company repaid all outstanding debt and expensed the then-remaining unamortized debt discount to interest expense in the consolidated statements of operations.

Fair value of financial instruments

ASC 820, *Fair Value Measurements* requires entities to disclose the fair value of financial instruments, both assets and liabilities recognized and not recognized on the balance sheet, for which it is practicable to estimate fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. ASC 820 describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value, which are the following:

Level 1: Quoted prices in active markets for identical or similar assets and liabilities.

Level 2: Quoted prices for identical or similar assets and liabilities in markets that are not active or observable inputs other than quoted prices in active markets for identical or similar assets or liabilities.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

As of December 31, 2016 and 2015, the carrying values of cash equivalents, accounts receivable, accounts payable, and accrued expenses, approximate fair values due to the short-term nature of such instruments.

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2016 and 2015, by level, within the fair value hierarchy. Financial assets and financial liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement (in thousands):

	December 31, 2016			
	Level 1	Level 2	Level 3	Total
Cash equivalents				
Money market funds	$18,936	$ —	$ —	$ 18,936
Marketable securities				
U.S. Treasury bonds	29,725	—	—	29,725
Corporate bonds	—	25,501	—	25,501
Commercial paper	—	15,554	—	15,554
Asset-backed securities	—	12,350	—	12,350
Total assets	$48,661	$53,405	$ —	$102,066
Liabilities				
Common stock warrant liability	$ —	$ —	$11,380	$ 11,380
Contingent consideration	—	—	5,238	5,238
Total liabilities	$ —	$ —	$16,618	$ 16,618

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Cash equivalents				
Money market funds	$15,990	$ —	$ —	$ 15,990
Total assets	15,990	$ —	$ —	$ 15,990
Liabilities				
Common stock warrant liability	$ —	$ —	$ 5,500	$ 5,500
Contingent consideration	—	—	4,867	4,867
Total liabilities	$ —	$ —	$10,367	$ 10,367

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Contingent consideration relating to our 2013 Acquisition (Refer to Note 9) is recorded as a liability and is measured at fair value each period, based on significant inputs not observable in the market, which represents a Level 3 measurement within the fair value hierarchy. The valuation of contingent consideration uses assumptions management believes would be made by a market participant. Management assesses these estimates on an ongoing basis as additional data impacting the assumptions becomes available. Changes in the fair value of contingent consideration related to updated assumptions and estimates are recognized within general and administrative expenses in the consolidated statements of operations. The Company determined the fair value of the contingent consideration by discounting estimated future taxable income. The significant inputs used in the fair value measurement of contingent consideration are the timing and amount of taxable income in any given period and determining an appropriate discount rate, which considers the risk associated with the forecasted taxable income. Significant changes in the estimated future taxable income and the periods in which they are generated would significantly impact the fair value of the contingent consideration liability.

Warrants to purchase common stock are liability classified and are measured at fair value each period. The fair value is determined using a binomial lattice valuation model. The fair value includes significant inputs not observable in the market, which represents a Level 3 measurement within the fair value hierarchy. The valuation of common stock warrants uses assumptions management believes would be made by a market participant. Management assesses these estimates on an ongoing basis as additional data impacting the assumptions becomes available. Changes in the fair value of the common stock warrant liability related to updated assumptions and estimates are recognized within other income (expense), net in the consolidated statements of operations. The significant inputs used in the fair value measurement of the common stock warrants are the estimated fair value of the Company’s common stock and, to a lesser extent, the expected stock volatility, the probability of a change in control and future stock issuances, which impact the term of the warrants. Significant increases or decreases in the estimated fair value of the Company’s common stock would significantly impact the fair value of the warrant liability.

The following table summarizes the changes in the common stock warrant liability and contingent consideration liability (in thousands):

	Contingent Consideration	Common Stock Warrant Liability
Fair value as of December 31, 2013	$ 5,607	$ 1,380
Change in fair value	(781)	3,700
Fair value as of December 31, 2014	4,826	5,080
Change in fair value	41	420
Fair value as of December 31, 2015	4,867	5,500
Change in fair value	371	5,880
Fair value as of December 31, 2016	$ 5,238	$ 11,380

Certain assets, including goodwill and long-lived assets, are also subject to measurement at fair value on a non-recurring basis if they are deemed to be impaired a result of an impairment review. For the years ended December 31, 2016, 2015 and 2014, no impairments were identified on those assets required to be measured at fair value on a non-recurring basis.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Revenue recognition

The Company derives its revenue from the following sources:

Subscription and support revenue—Customers pay subscription fees for access to the Company's SaaS platform generally for a one-year period. In more limited cases, customers may pay for up to three years in advance. Fees are based on a number of factors, including the solutions subscribed for by the customer and the number of users having access to the solutions. The first year subscription fees are typically payable within 30 days after the execution of the arrangement, and thereafter upon renewal. The Company initially records the subscription fees as deferred revenue and recognizes revenue on a straight-line basis over the term of the agreement. At any time during the subscription period, customers may increase the number of their users or subscribe for additional products. Additional user fees and additional product subscriptions are payable for the remainder of the initial or extended contract term. Subscription and support revenue also includes software revenue related to maintenance and support fees on legacy BlackLine solutions and software license and maintenance revenue on Runbook software sales as described below.

Professional services—The Company offers its customers assistance in implementing its SaaS solutions and optimizing their use. Professional services include consulting and training. These services are billed on either a fixed fee or time-and-material basis. Revenues from time-and-material arrangements are recognized as services are performed and revenues from fixed fee arrangements are initially recorded as deferred revenue and recognized on a proportional performance basis as the services are performed.

The Company recognizes subscription and professional services revenues when (i) persuasive evidence of an arrangement for the sale of the Company's solutions or consulting services exists, (ii) the solutions have been made available or delivered, or services have been performed, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured. The timing and amount the Company recognizes as revenue is determined based on the facts and circumstances of each customer's arrangement. Evidence of an arrangement consists of a signed customer agreement. The Company considers that delivery of a solution has commenced once it provides the customer with log-in information to access and use the solution. Fees are fixed based on stated rates specified in the customer agreement. The Company assesses collectability based on a number of factors, including the creditworthiness of the customer, review of their financial information or transaction history. If collectability is not considered reasonably assured, revenue is deferred until the fees are collected.

The majority of customer arrangements include multiple deliverables, such as subscriptions to the Company's SaaS solutions and professional services. The Company recognizes revenue in accordance with the guidance for arrangements with multiple deliverables under Accounting Standards Update ("ASU") 2009-13, *Revenue Recognition (Topic 605)—Multiple-Deliverable Revenue Arrangements—a Consensus of the Emerging Issues Task Force*. For subscription agreements, as customers do not have the right to the software code underlying the Company's solutions, subscription revenue arrangements are outside the scope of software revenue recognition guidance as defined by ASC 985-605, *Software*. The Company's agreements do not contain any refund provisions other than in the event of the Company's non-performance or breach.

For multiple-deliverable revenue arrangements, the Company first assesses whether each deliverable has value to the customer on a standalone basis. The Company has determined that the SaaS products have standalone value because, once access is given to the customer, the solutions

are fully functional and do not require any additional development, modification or customization. Professional services have standalone value because third-party partners and customers themselves can perform these services without the Company's involvement. The performance of these professional services generally does not require highly specialized or technologically skilled individuals and the professional services are not essential to the functionality of the solutions.

The Company allocates revenue among the separate non-contingent deliverables in an arrangement under the relative selling price method using the selling price hierarchy established in ASU 2009-13. This hierarchy requires the selling price of each deliverable in a multiple deliverable arrangement to be based on, in descending order, (i) vendor-specific objective evidence of fair value ("VSOE"), (ii) third-party evidence of fair value ("TPE") or (iii) management's best estimate of selling price ("BESP").

The Company is not able to determine VSOE or TPE for its deliverables because the deliverables are typically bundled and infrequently sold separately within a consistent price range. Additionally, management has determined that there are no third-party offerings reasonably comparable to the Company's solutions. Therefore, the selling prices of subscriptions to the SaaS solutions and professional services are based on BESP. The determination of BESP requires the Company to make significant estimates and judgments. The Company considers numerous factors, including the nature of the deliverables themselves, geography, customer size and number of users, and discounting practices. The determination of BESP is made through consultation with senior management. The Company updates its estimates of BESP on an ongoing basis as events and circumstances may require. As the Company's marketing strategies evolve, the Company may modify its pricing practices in the future, which could result in changes in relative selling prices and BESP.

The Company uses business process outsourcers ("BPOs") and resellers to complement its direct sales and marketing efforts. The BPOs and resellers place orders with the Company after receiving an order from an end customer. The BPOs and resellers receive business terms of sale similar to those received by the Company's direct customers, and payment to the Company is not contingent on the receipt of payment from the end customer. The BPOs and resellers negotiate pricing with the end customer and are responsible for implementation services, if any, and for certain support levels directly with the end customer. The Company recognizes revenue over the term of the arrangement for the contractual amount charged to the BPO or reseller once access to the Company's solution has been provided to the end customer provided that the other revenue recognition criteria noted above have been met.

Subscription and support revenues also include revenues associated with sales of software licenses and related support. Prior to the development of the Company's SaaS solutions, the Company sold software licenses and post contract support related to its legacy software in accordance with ASC 985-605. The Company continues to provide post contract support for this legacy software to a limited number of customers that have not yet migrated to the SaaS solution. The Company no longer develops any new applications or functionality for the legacy software licensed to customers.

On August 31, 2016, the Company acquired Runbook, a Netherlands-based provider of licensed financial close automation software and integration for SAP customers. The Company plans to migrate Runbook's licensed products to a cloud-based platform, but the Company continues to sell Runbook's on-premise software to existing Runbook customers and provide post-contract support and implementation services.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Revenues recognized from sales of software licenses, support and implementation services related to software arrangements comprised approximately 1%, 1% and 3% of total revenues for the years ended December 31, 2016, 2015 and 2014, respectively.

Taxes collected from customers are accounted for on a net basis and are excluded from revenue.

Cost of revenues

Cost of revenues primarily consists of costs related to hosting the Company's cloud-based application suite, salaries and benefits of operations and support personnel, including stock-based compensation, and amortization of capitalized internal-use software costs. The Company allocates a portion of overhead, such as rent, IT costs and depreciation and amortization to cost of revenues. Costs associated with providing professional services are expensed as incurred when the services are performed. In addition, subscription and support cost of revenues includes amortization of acquired developed technology.

Sales and marketing

Sales and marketing expenses consist primarily of compensation and employee benefits, including stock-based compensation, of sales and marketing personnel and related sales support teams, sales and partner commissions, marketing events, advertising costs, travel, trade shows, other marketing materials, and allocated overhead. Sales and marketing expenses also include amortization of customer relationship intangible assets. Advertising costs are expensed as incurred and totaled $4.2 million, $3.0 million and $1.5 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Deferred sales commissions

Deferred sales commissions are the incremental costs that are directly associated with non-cancelable subscription contracts with customers and consist of sales commissions paid to the Company's direct sales force and third-party partners. The commissions are deferred and amortized over the non-cancelable terms of the related customer contracts, which are typically one year in duration. The commission payments are paid in full the month after the customer's service commences. The deferred commission amounts are recoverable through the future revenue streams under the non-cancelable customer contracts. The Company believes this is the preferable method of accounting as the sales commission charges are so closely related to the revenue from the non-cancelable customer contracts and accordingly, should be recorded as an asset and charged to expense over the same period that the subscription revenue is recognized. Amortization of deferred sales commissions is included in sales and marketing in the accompanying consolidated statements of operations. As of December 31, 2016 and 2015, deferred commission costs, net of accumulated amortization were $9.7 million and $6.2 million, respectively. Amortization of commission costs was $13.2 million, $7.3 million and $2.5 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Research and development

Research and development expenses are comprised primarily of salaries, benefits and stock-based compensation associated with the Company's engineering, product and quality assurance personnel. Research and development expenses also include third-party contractors and supplies and allocated overhead. Other than software development costs that qualify for capitalization, as discussed above, research and development costs are expensed as incurred.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

General and administrative

General and administrative expenses consist primarily of personnel costs associated with the Company's executive, finance, legal, human resources, compliance, and other administrative personnel, as well as accounting and legal professional services fees, other corporate-related expenses and allocated overhead. General and administrative expenses also include amortization of covenant not to compete and tradename intangible assets, the change in value of the contingent consideration and acquisition-related costs of business combinations.

Stock-based compensation

The Company accounts for stock-based compensation awards granted to employees and directors based on the awards' estimated grant date fair value. The Company estimates the fair value of its stock options using the Black-Scholes option-pricing model. For awards that vest solely based on continued service ("service-only vesting conditions"), the resulting fair value, net of estimated forfeitures, is recognized on a straight-line basis over the period during which an employee is required to provide service in exchange for the award, usually the vesting period, which is generally four years. The Company recognizes the fair value of stock options which contain performance conditions based upon the probability of the performance conditions being met, net of estimated forfeitures, using the graded vesting method. Estimated forfeitures are based upon the Company's historical experience and the Company revises its estimates, if necessary, in subsequent periods if actual forfeitures differ from initial estimates.

Determining the grant date fair value of options using the Black-Scholes option-pricing model requires management to make assumptions and judgments. These estimates involve inherent uncertainties and, if different assumptions had been used, stock-based compensation expense could have been materially different from the amounts recorded.

The assumptions and estimates are as follows:

Value per share of the Company's common stock. Prior to the Company's initial public offering in October 2016, because there was no public market for the Company's common stock, the Company's management, with the assistance of a third-party valuation specialist, determined the fair value of the Company's common stock at the time of the grant of stock options by considering a number of objective and subjective factors, including the Company's actual operating and financial performance, market conditions and performance of comparable publicly-traded companies, developments and milestones in the Company, the likelihood of achieving a liquidity event and transactions involving the Company's common stock, among other factors. The fair value of the underlying common stock was determined by the Company's board of directors through the date of the initial public offering. The fair value of the Company's common stock was determined in accordance with applicable elements of the practice aid issued by the American Institute of Certified Public Accountants, Valuation of Privately Held Company Equity Securities Issued as Compensation. For awards granted subsequent to the Company's initial public offering, the fair value of common stock is based on the closing price of the Company's common stock, as reported on the NASDAQ, on the date of grant.

Expected volatility. The Company determines the expected volatility based on historical average volatilities of similar publicly-traded companies corresponding to the expected term of the awards.

Expected term. The Company determines the expected term of awards which contain service-only vesting conditions using the simplified approach, in which the expected term of an award is

presumed to be the mid-point between the vesting date and the expiration date of the award, as the Company does not have sufficient historical data relating to stock option exercises. For awards granted which contain performance conditions, the Company estimates the expected term based on estimates of post-vesting employment termination behavior taking into account the life of the award.

Risk-free interest rate. The risk-free interest rate is based on the United States Treasury yield curve in effect during the period the options were granted corresponding to the expected term of the awards.

Estimated dividend yield. The estimated dividend yield is zero, as the Company does not currently intend to declare dividends in the foreseeable future.

The following information represents the weighted average of the assumptions used in Black-Scholes option-pricing model:

	Year ended December 31,		
	2016	2015	2014
Expected term (years)	6.3	6.3	6.2
Expected volatility	47.5%	49.6%	54.0%
Risk free interest rate	1.4%	1.7%	1.9%
Expected dividends	—	—	—

Income taxes

The Company accounts for income taxes in accordance with ASC 740, *Income Taxes*. ASC 740 requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the consolidated statements of operations in the period that includes the enactment date. A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized. The Company recognizes interest and penalties accrued with respect to uncertain tax positions, if any, in the provision for income taxes in the consolidated statements of operations.

Net loss per share

Basic and diluted loss per share is calculated by dividing net loss by the weighted average number of shares of common stock outstanding. As the Company has net losses for the periods presented, all potentially dilutive common stock, which are comprised of stock options and warrants, are anti-dilutive.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

As of December 31, 2016 and 2015, the following potentially dilutive shares have been excluded from the calculation of diluted net loss per share attributable to common stockholders because they are anti-dilutive:

	December 31,	
	2016	2015
Options to purchase common stock	6,556,986	5,904,376
Common stock warrants	499,999	499,999
Total shares excluded from net loss per share	7,056,985	6,404,375

Foreign currency

The Company's foreign subsidiaries' functional currency is the U.S. Dollar. The foreign exchange impacts of remeasuring the foreign subsidiaries' local currency to the U.S. Dollar functional currency is recorded in general and administrative expenses, net in the Company's consolidated statements of operations. Monetary assets and liabilities of foreign operations are remeasured at balance sheet date exchange rates, non-monetary assets and liabilities and equity are remeasured at the historical exchange rates, while results of operations are remeasured at average exchange rates in effect for the period. Foreign currency transaction gains or losses were immaterial for each period presented.

Recently issued accounting standards

Under the Jumpstart Our Business Startups Act, or the JOBS Act, the Company meets the definition of an emerging growth company. The Company has irrevocably elected to opt out of the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act.

In May 2014, the Financial Accounting Standards Board ("FASB") issued guidance related to revenue from contracts with customers. Under this guidance, revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The updated standard will replace all existing revenue recognition guidance under GAAP when it becomes effective and permits the use of either the retrospective or cumulative effect transition method. In July 2015, the FASB voted to defer the effective date to January 1, 2018, with early adoption beginning January 1, 2017. In March, April, May, and December 2016, the FASB issued amendments to the new guidance relating to reporting revenue on a gross versus net basis, identifying performance obligations and licensing arrangements and other narrow scope improvements. The Company will adopt the new revenue guidance in the first quarter of 2018 though has not yet determined whether to adopt using a full retrospective or modified retrospective approach. The Company is currently assessing the impact of the new revenue guidance on its arrangements. The Company currently believes that the new guidance will impact the amount and timing of incremental costs of obtaining a contract, such as sales commissions. The Company generally does not pay sales commissions upon contract renewal and therefore, under the new revenue guidance, the sales commissions will be recognized over an estimated customer life rather than over the non-cancelable term under current guidance. The new guidance is also expected to impact the Company's arrangements subject to current software revenue recognition guidance and also require incremental disclosures of the Company's revenue arrangements. The Company has not yet quantified the impact of these changes. Adoption of this standard will also require changes to the Company's business processes, systems and controls to support the new revenue recognition guidance. The Company is in the process of identifying such changes.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

In February 2016, the FASB issued new guidance which significantly changes the accounting for leases. The new guidance requires a lessee recognize in the balance sheet a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes this election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. For income statement purposes, the new guidance retained a dual model, requiring leases to be classified as either operating or financing. Operating leases will result in straight-line expense while finance leases will result in a front-loaded expense pattern similar to existing capital lease guidance. For statement of cash flow purposes, the new guidance also retained the existing dual method, where cash payments for operating leases are reflected in cash flows from operating activities and principal and interest payments for finance leases are reflected in cash flows from financing activities and cash flows from operating activities, respectively. The new guidance is effective for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. The new guidance requires the recognition and measurement of leases at the beginning of the earliest period presented using a modified retrospective approach. The use of the modified retrospective approach allows an entity to use a number of practical expedients in the application of this new guidance. Although the Company is evaluating the impact of adopting this guidance on its consolidated financial statements, the Company expects that most of its operating lease commitments will be recognized as operating lease liabilities and right-of-use assets upon adoption of the new guidance.

In March 2016, the FASB issued new guidance to simplify various aspects relating to accounting for stock-based compensation and related tax impacts, the classification of excess tax benefits on the statement of cash flows, statutory tax withholding requirements and other stock-based compensation classification matters. The guidance is effective for annual reporting periods beginning after December 15, 2016 and interim periods within those annual periods. Early adoption was permitted in any interim or annual period. All of the amendments in the new guidance must be adopted in the same period. The Company is required to adopt this guidance during the first quarter ending March 31, 2017. The Company expects to adopt a policy to account for forfeitures when they occur rather than estimate a forfeiture rate. The impact of this change in policy will be recorded as an adjustment to the January 1, 2017 accumulated deficit and additional paid-in capital balances, which the Company does not expect to be material. The new standard also requires the Company to record, on a prospective basis, the income tax effects of stock-based compensation awards in the income statement as discrete items in the reporting period in which they occur, which will increase volatility in the Company’s income tax provision in the future. In addition, any previously unrecognized tax benefits will be recorded as an adjustment to accumulated deficit, subject to assessment for the need for a valuation allowance, as of January 1, 2017. The Company had $36.7 million of net operating losses related to tax benefits for stock-based compensation awards as of December 31, 2016 which were not recorded as deferred tax assets. As the Company has a full valuation allowance against its deferred tax assets, the Company does not expect this new guidance relating to recording unrecognized tax benefits on the balance sheet will have a material impact on the Company’s balance sheet upon adoption.

In June 2016, the FASB issued guidance which requires that financial assets measured at amortized costs be presented at the net amount expected to be collected. This guidance amends the accounting for credit losses for available-for-sale securities and purchased financial assets with credit deterioration. This guidance is effective for annual periods beginning after December 15, 2019, and interim periods within those annual periods. Early adoption is permitted for any interim or annual period after December 15, 2018. The Company has not determined the impact of this guidance on its consolidated financial statements.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

In August 2016, the FASB issued cash flow guidance which addresses eight specific cash flow issues with the objective of reducing the existing diversity in practice, including presentation of cash flows relating to contingent consideration payments, debt prepayment and debt extinguishment costs, among other matters. This guidance is effective for fiscal years beginning after December 15, 2017 and interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. If adopted in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes the interim period. The adoption of this guidance should be applied using a retrospective transition method to each period presented, unless impracticable to do so. The Company early adopted this during the fourth quarter of 2016 and, as a result, classified debt prepayment costs of $0.7 million incurred in November 2016 upon repayment in full of its credit facility as a financing cash outflow. The adoption of this guidance had no impact on amounts previously reported in prior years or the first three quarters within 2016.

In November 2016, the FASB issued guidance which requires that restricted cash and restricted cash equivalents be included with cash and cash equivalents when reconciling the beginning and ending total amounts shown on the statement of cash flows. This guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those years, and should be applied using a retrospective transition method to each period presented. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the amendments in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. The Company’s restricted cash as of December 31, 2016 and 2015 was $0.4 million and therefore, the adoption of this guidance is not expected to have a material impact on the Company’s consolidated statements of cash flows.

In February 2017, the FASB issued guidance which simplifies the subsequent measurement of goodwill by no longer requiring an entity to determine goodwill impairment by calculating the implied fair value of goodwill by assigning the fair value of a reporting unit to all of its assets and liabilities as if that reporting unit had been acquired in a business combination. Under this new guidance, an entity would perform its goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and would recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit’s fair value; however, the loss recognized would not exceed the total amount of goodwill allocated to that reporting unit. Additionally, an entity would consider income tax effects from any tax deductible goodwill on the carrying amount of the reporting unit when measuring the goodwill impairment loss, if applicable. Under the new guidance, an entity continues to have the option to perform the qualitative assessment for a reporting unit to determine if the quantitative impairment test is necessary. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those years. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The adoption of this guidance is not expected to have a material impact on the Company’s consolidated financial statements.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 3—Property and equipment

Property and equipment consisted of the following at December 31, 2016 and 2015 (in thousands):

	December 31,	
	2016	2015
Computers and equipment	$ 3,287	$ 2,173
Purchased software	3,829	2,501
Furniture and fixtures	1,725	1,852
Leasehold improvements	6,888	7,670
Construction in progress	523	1,274
	16,252	15,470
Less: accumulated depreciation	(4,934)	(3,051)
	$11,318	$12,419

Depreciation expense was $3.1 million, $1.8 million and $1.1 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Software and construction in progress includes assets held under capital lease of $1.6 million as of December 31, 2016 and 2015, reduced by related accumulated amortization thereon of $0.4 million and $0.1 million, respectively.

Note 4—Business combination

On August 31, 2016, the Company acquired all the issued and outstanding capital stock of Runbook, a Netherlands-based provider of financial close automation software and integration solutions for SAP. The purpose of the acquisition was to enhance the Company's position as a leading provider of software solutions to automate the financial close process for SAP customers and supports the Company's European expansion strategy. The acquisition has been accounted for as a business combination under GAAP.

The total purchase consideration was approximately $34.1 million, subject to a final working capital adjustment, which was paid in cash. Upon the finalization of the working capital adjustment, the amount of the purchase price allocated to goodwill may change. A portion of the purchase price totaling $3.1 million, was paid into escrow for indemnification obligations relating to potential breach of representations and warranties of the sellers and any amounts remaining in escrow after satisfaction of any resolved claims, will be released from escrow on the one-year anniversary of the acquisition. Acquisition-related costs incurred by the Company of approximately $1.6 million were expensed as incurred and are included in general and administrative expenses in the consolidated statements of operations.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed as of the date of the acquisition (in thousands):

Total cash consideration to selling shareholders	$34,052
Assets acquired and liabilities assumed	
Cash and cash equivalents	2,564
Accounts receivable	2,518
Prepaid expenses and other current assets	718
Property and equipment	427
Intangible assets	9,790
Accounts payable	(285)
Accrued expenses and other current liabilities	(376)
Deferred revenue	(501)
Net deferred income tax liabilities	(2,787)
Net assets	12,068
Goodwill	$21,984

The Company believes the amount of goodwill resulting from the acquisition is primarily attributable to expected synergies from assembled workforce, an increase in development capabilities, increased offerings to customers, and enhanced opportunities for growth and innovation. The goodwill resulting from the acquisition is not tax deductible.

To determine the estimated fair value of intangible assets acquired, the Company engaged a third-party valuation specialist to assist management. The fair value measurements of the intangible assets were based primarily on significant unobservable inputs and thus represent a Level 3 measurement as defined in ASC 820. The acquired intangible asset categories, fair value and amortization periods, were as follows:

	Amortization Period	Fair Value (in thousands)
Trade name	1 year	$ 20
Developed technology	8 years	5,710
Non-compete agreements	2 years	180
Customer relationships	10 years	3,880
		$ 9,790

The weighted average lives of intangible assets at the acquisition date was 8.7 years.

Unaudited Pro forma information

The following table presents the Company's unaudited pro forma information for the years ended December 31, 2016 and 2015 as if the acquisition occurred on January 1, 2015 (in thousands):

	Year Ended December 31,	
	2016	2015
Pro forma total revenues	$128,196	$ 88,303
Pro forma net loss	(39,000)	(28,161)
Pro forma net loss per share, basic and diluted	(0.92)	(0.69)

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The pro forma results reflect certain adjustments for the depreciation and amortization of the fair values of the intangible assets acquired, adjustments to revenue resulting from the fair value adjustment to deferred revenue, acquisition-related costs, and related tax adjustments. Such pro forma amounts are not necessarily indicative of the results that actually would have occurred had the acquisition been completed on the date indicated, nor is it indicative of the future operating results of the Company.

The total amount of Runbook revenue and net loss included in the Company’s consolidated results of operations from the date of acquisition to December 31, 2016 was $0.8 million and $1.7 million, respectively.

Note 5—Intangible assets and Goodwill

The carrying value of intangible assets as of December 31, 2016 and 2015 was as follows (in thousands):

	December 31, 2016		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade name	$15,977	$ (5,361)	$ 10,616
Developed technology	42,558	(20,694)	21,864
Non-compete agreements	4,520	(2,924)	1,596
Customer relationships	31,783	(11,741)	20,042
	$94,838	$ (40,720)	$ 54,118

	December 31, 2015		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade name	$15,964	$ (3,727)	$ 12,237
Developed technology	36,844	(14,326)	22,518
Non-compete agreements	4,341	(2,026)	2,315
Customer relationships	27,894	(8,136)	19,758
	$85,043	$ (28,215)	$ 56,828

Amortization expense is included in the following functional statement of operations expense categories. Amortization expense was as follows (in thousands):

	Year ended December 31,		
	2016	2015	2014
Cost of revenue	$ 6,368	$ 6,139	$ 6,139
Sales and marketing	3,605	3,487	3,487
General and administrative	2,532	2,466	2,466
	$12,505	$12,092	$12,092

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table presents the Company's estimate of remaining amortization expense for each of the five succeeding fiscal years and thereafter for finite-lived intangible assets at December 31, 2016 (in thousands):

2017	$13,285
2018	12,966
2019	10,280
2020	6,187
2021	5,024
Thereafter	6,376
	$54,118

The change in the carrying amount of goodwill is as follows (in thousands):

Goodwill as of December 31, 2014	$163,154
Activity during fiscal 2015	—
Goodwill as of December 31, 2015	163,154
Acquisition of Runbook	21,984
Goodwill as of December 31, 2016	$185,138

Note 6—Accrued expenses and other current liabilities

At December 31, 2016 and 2015, accrued expenses and other current liabilities were comprised of the following (in thousands):

	December 31,	
	2016	2015
Accrued salary and employee benefits	$11,589	$ 9,716
Accrued income and other taxes payable	1,553	1,047
Short-term portion of capital lease	992	558
Accrued commissions to third party partners	2,081	2,305
Accrued initial public offering costs	110	419
Accrued professional services costs	454	16
Other accrued expenses	2,152	951
	$18,931	$15,012

Note 7—Term loan

In September 2013, the Company entered into a $25 million term loan agreement (the "Term Loan"). The Term Loan had a term of five years and expired and was repayable on September 25, 2018. The Term Loan bore interest at (i) the greater of LIBOR or 1.5% plus (ii) 8%. In March 2016 and August 2016, the Company amended its credit facility to add an additional $5.0 million term loan (the "2016 Incremental Term Loan") and to add an additional $30 million term loan (the "2016 Acquisition Term Loan"), respectively. Both the 2016 Incremental Term Loan and the 2016 Acquisition Term Loan had similar terms and conditions to the original Term Loan, and both were subject to prepayment penalties if the Company elected to repay the loans before the expiration date. The term loans bore

interest at a rate of 9.5% per annum. Under the provisions of each term loan, the Company had the option to pay interest in varying amounts in cash or in payment in kind. For the years ended December 31, 2016, 2015 and 2014, interest of $1.8 million, $2.1 million and $2.0 million, respectively, was paid in kind, thereby increasing the outstanding principal. Interest paid in kind was due and payable at maturity of each term loan. In November 2016, the Company repaid in full all outstanding debt under the Company's credit facility and terminated the agreement, as amended. In connection with the termination of the agreement, the Company paid a total of approximately $67.7 million, which included principal, accrued interest, paid in kind interest, and prepayment penalties. Prepayment penalties of $0.7 million were expensed to interest expense in November 2016 upon repayment and termination of the credit facility. Upon the termination of the credit facility, accumulated paid in kind interest of $6.4 million was repaid and has been classified in cash flows from operating activities.

The Company incurred $1.1 million, $0.2 million and $0.5 million in transaction costs and fees payable to the lender related to the issuance of the Term Loan, the 2016 Incremental Term Loan, and the 2016 Acquisition Term Loan, respectively. These amounts, net of amortization, had been presented as a discount against the carrying amount of the term loans. In November 2016, in connection with the repayment of the Company's term loans and termination of its credit facility, the Company expensed the remaining unamortized debt issuance costs of $1.1 million to interest expense in the accompanying consolidated statements of operations.

In conjunction with Term Loan, the Company issued warrants to purchase 499,999 shares of common stock at an exercise price per share of $5.00. The warrants are exercisable at any time by the holder and expire upon the earlier of ten years from the issuance date or the sale of the Company. At December 31, 2016, the warrants remain outstanding. The carrying value of the Term Loan was reduced by the fair value of the warrants at issuance of $1.4 million. The resulting debt discount was being amortized over the term of the debt on a straight-line basis which approximates the effective interest method. The amortization of the debt discount was recorded in interest expense in the consolidated statements of operations. In November 2016, in connection with the repayment of the Company's term loans and termination of its credit facility, the Company expensed the remaining unamortized debt issuance costs associated with the issuance of the warrants of $0.5 million to interest expense in the consolidated statements of operations.

Note 8—Income taxes

The components of income (loss) before income taxes for the years ended December 31, 2016, 2015 and 2014 were as follows (in thousands):

	Year ended December 31,		
	2016	2015	2014
United States	$(45,123)	$(39,350)	$(25,387)
International	(623)	903	461
	$(45,746)	$(38,447)	$(24,926)

Table of Contents

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The components of the total benefit from income taxes for the years ended December 31, 2016, 2015 and 2014 were as follows (in thousands):

	Year ended December 31,		
	2016	2015	2014
Current			
Federal	$ —	$ —	$ —
State	5	7	1
International	840	221	108
Total current tax expense	845	228	109
Deferred			
Federal	(6,086)	(12,468)	(7,111)
State	(202)	(1,473)	(1,172)
International	(1,144)	—	—
Total deferred tax benefit	(7,432)	(13,941)	(8,283)
Total benefit from income taxes	$(6,587)	$(13,713)	$(8,174)

A reconciliation of the statutory U.S. federal income tax rate to the Company's effective tax rate for the years ended December 31, 2016, 2015 and 2014 was as follows:

	Year ended December 31,		
	2016	2015	2014
Federal statutory income tax rate	34.0%	34.0%	34.0%
State tax, net of federal benefit	3.0%	4.0%	3.1%
Federal tax credits	1.2%	1.1%	0.6%
Change in valuation allowance	(16.5%)	(2.3%)	—
Common stock warrants	(4.4%)	(0.4%)	(5.0%)
Other	(2.9%)	(0.7%)	0.1%
	14.4%	35.7%	32.8%

Significant components of the Company's deferred tax assets and liabilities at December 31, 2016 and 2015 were as follows (in thousands):

	Year ended December 31,	
	2016	2015
Deferred tax assets		
Accrued expenses and other current liabilities	$ 1,065	$ 1,147
Business credits	2,913	1,962
Stock-based compensation	4,393	2,488
Net operating loss carryover	21,151	13,586
Other	1,253	358
Total deferred tax assets	30,775	19,541
Less: valuation allowance	(8,489)	(887)
Deferred tax assets, net of valuation allowance	22,286	18,654

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	Year ended December 31,	
	2016	2015
Deferred tax liabilities		
Property and equipment	$ (1,250)	$ (1,473)
Common stock warrants	—	(63)
Intangible assets	(20,439)	(21,800)
Prepaid expenses	(1,859)	(1,225)
Total deferred tax liabilities	(23,548)	(24,561)
Net deferred taxes	$ (1,262)	$ (5,907)

ASC 740 requires that the tax benefit of net operating losses, temporary differences and credit carryforwards be recorded as an asset to the extent that management assesses that realization is “more likely than not.” A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized. Realization of future tax benefits is dependent on the Company’s ability to generate sufficient taxable income within the carryforward period. For financial reporting purposes, the Company has incurred losses for each of the past three years. Based on available objective evidence, including the company’s history of losses, management believes it is more likely than not that the net deferred tax assets will not be fully realizable. Accordingly, the Company provided a valuation allowance against its federal and state deferred tax assets. The Company’s foreign tax jurisdictions were in a net deferred tax liability position as of December 31, 2016.

The change in the valuation allowance for the years ended December 31, 2016 and 2015 was as follows (in thousands). There was no valuation allowance for the year ended December 31, 2014.

	December 31, 2016	
	2016	2015
Valuation allowance, at beginning of year	$ 887	$ —
Increase in valuation allowance	7,602	887
Valuation allowance, at end of year	$8,489	$ 887

The Company did not provide for United States income taxes on the undistributed earnings and other outside temporary differences of foreign subsidiaries as they are considered indefinitely reinvested outside the United States. As of December 31, 2016 and 2015 the amount of temporary differences related to undistributed earnings and other outside temporary differences upon which United States income taxes have not been provided is immaterial to these consolidated financial statements.

As of December 31, 2016, the Company had consolidated federal and state net operating loss carryforwards available to offset future taxable income of approximately $94.7 million and $90.9 million, respectively. The federal losses will begin to expire in 2033, and the state losses will begin to expire between 2023 and 2033, depending on the jurisdiction. The Company has federal research and development credits and foreign tax credits of $1.1 million and $0.6 million, respectively, which begin to expire on 2033 and 2023, respectively. The Company has state research and development credits and enterprise zone credits of $1.8 million and $0.6 million, respectively, which are indefinite in expiration and begin to expire by 2023, respectively. Pursuant to Internal Revenue Code Section 382, use of the

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Company's net operating loss carryforwards may be limited if the Company experiences a cumulative change in ownership of more than 50% over a three-year period.

At December 31, 2016, $36.7 million of net operating losses related to tax benefits for stock-based compensation resulting from gains that certain individual option holders experienced from the exercise are not included in the deferred tax assets.

The following is a roll forward of the Company's total gross unrecognized tax benefits (in thousands):

Total Gross unrecognized tax benefits, December 31, 2013	$153
Increase related to positions taken in the year ended December 31, 2014	35
Total gross unrecognized tax benefits, December 31, 2014	188
Increase related to positions taken in the year ended December 31, 2015	90
Total gross unrecognized tax benefits, December 31, 2015	278
Increase related to positions taken in the year ended December 31, 2016	104
Total gross unrecognized tax benefits, December 31, 2016	$382

As of December 31, 2016, the realization of unrecognized tax benefits are not expected to impact the effective rate due to a full valuation on federal and state deferred taxes. The Company has not recorded any interest or penalties in its benefit from income taxes for the years ended December 31, 2016, 2015 and 2014 and no such amounts have been accrued as of December 31, 2016 and 2015.

The Company files U.S. federal, various state and foreign income tax returns. In the normal course of business, the Company is subject to examination by taxing authorities. The tax years 2013, 2014, and 2015 remain subject to examination for federal purposes. Generally, state and foreign tax authorities may examine the Company's tax returns for four years and five years, respectively, from the date an income tax return is filed. However, the taxing authorities may continue to adjust the Company's federal and state net operating loss carryforwards until the statute of limitations closes on the tax years in which the federal and state net operating losses are utilized.

The consolidated federal tax filings are under examination by the Internal Revenue Service for the 2014 tax year. The Company does not anticipate any material adjustments as a result of the examination. While it is often difficult to predict the outcome or the timing or resolution of any particular tax position, the Company believes no reserves for income taxes are necessary as a result of this audit.

The Company does not anticipate either material changes in the total amount or composition of its unrecognized tax benefits within 12 months of the reporting date.

Note 9—Contingent consideration

On September 3, 2013, the Company acquired BlackLine Systems, Inc. Under the terms of the acquisition agreement, BlackLine Systems, Inc.'s option holders were allowed to cancel their stock option rights and receive a cash payment equal to the amount of calculated gain (less applicable expense and other items) had they exercised their stock options and then sold their common shares as part of the acquisition. As a condition of the acquisition, the Company is required to pay additional cash

consideration to certain equity holders if the Company realizes a tax benefit from the use of net operating losses generated from the stock option exercises concurrent with the acquisition. The maximum contingent cash consideration to be distributed is $8.0 million. The fair value of the contingent consideration was $5.2 million and $4.9 million as of December 31, 2016 and 2015, respectively. See Note 2-Significant accounting policies-Fair value of financial instruments for additional information regarding the valuation of the contingent consideration.

Note 10—Commitments and contingencies

Operating leases—The Company has various non-cancelable operating leases for its corporate and international offices. These leases expire at various times through 2023. Certain lease agreements contain renewal options, rent abatement and escalation clauses. The Company recognizes rent expense on a straight-line basis over the lease term, commencing when the Company takes possession of the property. Certain of the Company's office leases entitle the Company to receive a tenant allowance from the landlord. The Company records tenant allowances as a deferred rent credit, which the Company amortizes on a straight-line basis, as a reduction of rent expense, over the term of the underlying lease. Total rent expense under the operating leases was approximately $2.9 million, $2.5 million and $1.8 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Future minimum lease payments under non-cancelable operating leases are as follows for the years ended December 31 (in thousands):

2017	$ 3,830
2018	2,616
2019	2,232
2020	1,963
2021	1,831
Thereafter	2,122
	$14,594

Capital leases—The Company leases computer software from various parties under capital lease agreements. Outstanding principal payments under capital lease obligations were $1.0 million as of December 31, 2016, which is payable in full in 2017.

Litigation—From time to time, the Company may become subject to legal proceedings, claims and litigation arising in the ordinary course of business. The Company is not currently a party to any legal proceedings, nor is it aware of any pending or threatened litigation, that would have a material adverse effect on the Company's business, operating results, cash flows, or financial condition should such litigation be resolved unfavorably.

Indemnification—In the ordinary course of business, the Company may provide indemnification of varying scope and terms to customers, vendors, investors, directors, and officers with respect to certain matters, including, but not limited to, losses arising out of our breach of such agreements, services to be provided by the Company, or from intellectual property infringement claims made by third parties. These indemnification provisions may survive termination of the underlying agreement and the maximum potential amount of future payments the Company could be required to make under these indemnification provisions may not be subject to maximum loss clauses. The maximum potential amount of future payments the Company could be required to make under these indemnification

provisions is indeterminable. The Company has never paid a material claim, nor has it been sued in connection with these indemnification arrangements. As of December 31, 2016 and 2015, the Company has not accrued a liability for these indemnification arrangements because the likelihood of incurring a payment obligation, if any, in connection with these indemnification arrangements was not probable or reasonably estimable.

Note 11—Capitalization

As of December 31, 2016, the authorized capital stock of the Company consisted of 500 million shares of common stock and 50 million shares of preferred stock. No shares of preferred stock are issued and outstanding at December 31, 2016. The board of directors can determine the voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences of the preferred stock.

As of December 31, 2016, the Company had reserved for issuance 7.1 million shares of common stock from its available but unissued authorized shares, consisting of 5.9 million shares issuable upon the exercise of stock options under the Company's 2014 and 2016 Equity Incentive plans, 0.7 million shares issuable upon the exercise of performance-based stock options, and warrants to purchase 0.5 million shares of common stock.

On January 14, 2016, the board of directors approved the retirement of 47,000 shares of treasury stock.

In September 2016, the Company raised gross proceeds of $3.1 million from the sale of 192,187 shares of common stock to former Runbook employees.

On November 2, 2016, the Company completed its initial public offering in which it issued and sold 9,890,000 shares of its common stock, which included the exercise in full of the underwriters' option to purchase an additional 1,290,000 shares at an initial offering price of $17.00 per share. The Company received proceeds from the offering of approximately $151.9 million after deducting underwriting discounts and commissions and other offering expenses.

Note 12—Stock options

2014 and 2016 Plans

On March 3, 2014, the Company adopted the 2014 Stock Incentive Plan (the "2014 Plan"). In November 2016, upon the completion of the Company's initial public offering, the Company adopted the 2016 Equity Incentive Plan (the "2016 Plan") and determined that it will no longer grant any additional awards under the 2014 Plan. However, the 2014 Plan continues to govern the terms and conditions of the outstanding awards previously granted under the 2014 plan. Upon the adoption of the 2016 Plan, the maximum number of shares issuable was 6.2 million, plus a number of shares equal to the number of shares subject to outstanding awards granted under the 2014 Plan after the date the 2014 Plan is terminated without having been exercised in full. The Company's board of directors may grant stock options to employees, directors and consultants under the 2016 Plan. The aggregate number of shares available under the 2016 Plan and the number of shares subject to outstanding options automatically adjusts for any changes in the Company's outstanding common stock by reason of any recapitalization, spin-off, reorganization, reclassification, stock dividend, stock split, reverse stock split, or similar transaction. Stock options generally vest over four years and have contractual terms of ten years.

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

As of December 31, 2016, 6,188,425 shares were available for issuance under the 2016 Plan.

Stock options with service-only vesting conditions

A summary of the Company's stock option activity and related information for the year ended December 31, 2016 for awards that contain service-only vesting conditions was as follows:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2015	5,904,376	$ 8.62	8.6	$ 37,788
Granted	1,072,920	14.65		
Exercised	(522,450)	5.84		
Forfeited	(580,660)	7.47		
Outstanding at December 31, 2016	5,874,186	$ 10.09	8.0	$ 103,038
Exercisable at December 31, 2016	1,925,687	$ 7.79	7.5	$ 38,212
Vested and expected to vest at December 31, 2016	5,506,193	$ 10.05	8.0	$ 96,799

The weighted average grant date fair value per share of options granted during the years ended December 31, 2016 and 2015 that contain service only vesting conditions were $6.78 and $7.04, respectively. The aggregate intrinsic value of options exercised that contain service only vesting conditions during the years ended December 31, 2016 and 2015 were $4.8 million and $2.6 million, respectively.

Unrecognized compensation expense relating to stock options that contain service only vesting conditions was $15.8 million at December 31, 2016, which is expected to be recognized over a weighted-average period of 2.6 years.

Stock options with performance conditions

In October 2016, the Company granted options to purchase 682,800 shares of common stock at an exercise price of $14.00 per share to two executive officers that vest upon meeting certain performance conditions and continued service. The performance conditions include meeting yearly cash flow targets and cumulative annual recurring revenue targets through 2019. If each yearly cash flow target is met through 2019, but the full cumulative annual recurring target through 2019 is not met, the executive officers are still able to vest in the award if an additional cash flow target for 2020 and a cumulative annual recurring revenue target through 2020 are achieved. The cash flow performance targets for each year are determined concurrently with the annual budget process and because each yearly target has not yet been set, no grant date for the options has been established. As of December 31, 2016, the Company has determined that the achievement of the performance targets is not probable and, accordingly, no stock-based compensation expense has been recorded for these awards. To the extent that the awards become probable of vesting prior to the grant date, the amount of compensation cost to be recognized will be based on the then fair value of the options. The fair value of the options will be remeasured each period until a grant date has been established. Accordingly, stock-based compensation cost, if any, to be recognized will depend on the value of the stock options when all performance conditions have been set and whether the performance conditions

are probable of being achieved. Based on the Company's stock price as of December 31, 2016, the cumulative unrecognized stock compensation cost relating to these awards is approximately $12 million.

Stock-based compensation expense

Stock-based compensation expense for stock option awards for the years ended December 31, 2016, 2015 and 2014 was as follows (in thousands):

	Year ended December 31,		
	2016	2015	2014
Cost of revenues	$ 715	$ 466	$ 249
Sales and marketing	2,490	2,418	1,059
Research and development	809	588	229
General and administrative	2,512	2,025	480
	$6,526	$5,497	$2,017

Note 13—Defined contribution plan

The Company sponsors a defined contribution retirement plan (the "Plan") that covers substantially all domestic employees. The Company makes matching contributions of 100% of each $1 of the employee's contribution up to the first 3% of the employee's bi-weekly compensation and 50% of each $1 of the employee's contribution up to the next 2% of the employee's bi-weekly compensation. Matching contributions to the Plan totaled $2.3 million, $1.7 million and $0.9 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Note 14—Related party transactions

As of December 31, 2015, the Company accrued for costs of third party legal services incurred on behalf of Silver Lake Sumeru, ICONIQ Capital Group, L.P., another significant shareholder, and the Company's Chief Marketing Officer relating to the Company's initial public offering and other corporate related matters. Total amounts accrued at December 31, 2015 were $0.2 million, of which $0.1 million were expensed during 2015 and $0.1 million were included in other assets as deferred offering costs. The Company had no material related party transactions for the year ended December 31, 2016.

Note 15—Geographic information

Revenue by region is classified based on the country of the customer's contracting office. The following table sets forth the Company's revenue by geographic region (in thousands):

	Year ended December 31,		
	2016	2015	2014
United States	$102,896	$71,832	$45,039
International	20,227	11,775	6,638
	$123,123	$83,607	$51,677

BLACKLINE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table sets forth the Company's property and equipment, net by geographic region (in thousands):

	December 31, 2016	December 31, 2015
United States	$10,602	$12,108
International	716	311
	$11,318	$12,419

No countries outside the United States represented greater than 10% of total revenues. Substantially all of the Company's property and equipment is located in the United States.

Note 16—Unaudited quarterly data

The following table sets forth unaudited quarterly consolidated statements of operations data for each of the eight quarters in the period ended December 31, 2016. The Company has prepared the unaudited quarterly consolidated statements of operations data on a basis consistent with the audited annual consolidated financial statements. In the opinion of management, the financial information in this table reflects all adjustments, consisting of normal and recurring adjustments, necessary for the fair statement of this data.

	Quarter Ended							
	2016				2015			
	December 31,	September 30,	June 30,	March 31,	December 31,	September 30,	June 30,	March 31,
	(in thousands, except per share data)							
Revenues	$ 35,340	$ 32,196	$ 29,026	$ 26,561	$ 24,474	$ 21,661	$ 19,425	$ 18,047
Gross profit	26,673	24,655	21,963	19,621	18,127	15,718	13,939	13,094
Net loss	$ (15,664)	$ (6,619)	$ (7,541)	$ (9,335)	$ (7,207)	$ (6,735)	$ (6,538)	$ (4,254)
Net loss per share, basic and diluted	$ (0.33)	$ (0.16)	$ (0.19)	$ (0.23)	$ (0.18)	$ (0.17)	$ (0.16)	$ (0.11)

BLACKLINE, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(in thousands)

	March 31, 2017	December 31, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 23,448	$ 22,118
Marketable securities	77,868	83,130
Accounts receivable, net	43,889	42,294
Deferred sales commissions	9,533	9,667
Prepaid expenses and other current assets	7,777	6,614
Total current assets	162,515	163,823
Capitalized software development costs, net	5,049	4,591
Property and equipment, net	11,274	11,318
Intangible assets, net	50,788	54,118
Goodwill	185,138	185,138
Other assets	1,471	1,449
Total assets	$416,235	$ 420,437
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 4,269	$ 7,165
Accrued expenses and other current liabilities	15,719	18,931
Deferred revenue	88,347	80,360
Short-term portion of contingent consideration	2,008	2,008
Total current liabilities	110,343	108,464
Common stock warrant liability	12,380	11,380
Contingent consideration	3,323	3,230
Deferred tax liabilities, net	1,100	1,262
Deferred revenue, noncurrent	2,400	2,373
Other long-term liabilities	2,343	2,318
Total liabilities	131,889	129,027
Commitments and contingencies (Note 6)		
Stockholders' equity:		
Common stock	513	513
Additional paid-in capital	380,288	378,272
Accumulated other comprehensive loss	(39)	(41)
Accumulated deficit	(96,416)	(87,334)
Total stockholders' equity	284,346	291,410
Total liabilities and stockholders' equity	$416,235	$ 420,437

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

BLACKLINE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
(in thousands, except per share data)

	Three Months Ended March 31,	
	2017	2016
Revenues		
Subscription and support	$37,051	$ 25,328
Professional services	1,583	1,233
Total revenues	38,634	26,561
Cost of revenues		
Subscription and support	7,777	5,961
Professional services	1,455	979
Total cost of revenues	9,232	6,940
Gross profit	29,402	19,621
Operating expenses		
Sales and marketing	23,496	18,169
Research and development	5,948	5,272
General and administrative	8,253	5,979
Total operating expenses	37,697	29,420
Loss from operations	(8,295)	(9,799)
Other income (expense)		
Interest income	224	4
Interest expense	(4)	(865)
Change in fair value of the common stock warrant liability	(1,000)	—
Other expense, net	(780)	(861)
Loss before income taxes	(9,075)	(10,660)
Benefit from income taxes	(65)	(1,325)
Net loss	$ (9,010)	$ (9,335)
Net loss per share, basic and diluted	$ (0.18)	$ (0.23)
Weighted average common shares outstanding, basic and diluted	51,282	40,689

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

BLACKLINE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (UNAUDITED)
(in thousands)

	Three Months Ended March 31,	
	2017	2016
Net loss	$(9,010)	$(9,335)
Other comprehensive income		
Net change in unrealized gain on marketable securities, net of tax of $0	2	—
Other comprehensive income	2	—
Comprehensive loss	$(9,008)	$(9,335)

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

BLACKLINE, INC.
CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (UNAUDITED)
(in thousands, except shares)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total
	Shares Outstanding	Amount				
Balance at December 31, 2016	51,277,964	$ 513	$378,272	$ (41)	$ (87,334)	$291,410
Adjustment for change in accounting policy for stock option forfeitures	—	—	72	—	(72)	—
Balance at January 1, 2017	51,277,964	513	378,344	(41)	(87,406)	291,410
Stock option exercises	7,150	—	65	—	—	65
Stock-based compensation	—	—	1,879	—	—	1,879
Other comprehensive income	—	—	—	2	—	2
Net loss	—	—	—	—	(9,010)	(9,010)
Balance at March 31, 2017	51,285,114	$ 513	$380,288	$ (39)	$ (96,416)	$284,346

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

BLACKLINE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(in thousands)

	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
Cash flows from operating activities		
Net loss	$ (9,010)	$ (9,335)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	4,791	4,111
Accretion of debt discount and accrual of paid in kind interest	—	481
Change in fair value of common stock warrant liability	1,000	—
Change in fair value of contingent consideration	93	62
Stock-based compensation	1,849	1,625
(Accretion)/amortization of purchase discounts/premiums on marketable securities, net	63	—
Deferred income taxes	(162)	(1,402)
Changes in operating assets and liabilities:		
Accounts receivable	(1,595)	(1,499)
Deferred sales commissions	134	242
Prepaid expenses and other current assets	(1,163)	(1,017)
Other assets	(22)	(757)
Accounts payable	(3,253)	1,421
Accrued expenses and other current liabilities	(2,469)	(2,031)
Deferred revenue	8,014	3,800
Other long-term liabilities	25	(352)
Net cash used in operating activities	(1,705)	(4,651)
Cash flows from investing activities		
Proceeds from maturities of marketable securities	5,200	—
Capitalized software development costs	(1,083)	(807)
Purchases of property and equipment	(488)	(409)
Net cash provided by (used in) investing activities	3,629	(1,216)
Cash flows from financing activities		
Proceeds from term loan, net of issuance costs	—	4,840
Principal payments on capital lease obligations	(549)	(124)
Payments of initial public offering costs	(110)	(725)
Proceeds from exercises of stock options	65	135
Net cash provided by (used in) financing activities	(594)	4,126
Net increase (decrease) in cash and cash equivalents	1,330	(1,741)
Cash and cash equivalents, beginning of period	22,118	15,205
Cash and cash equivalents, end of period	$ 23,448	$ 13,464

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

Table of Contents

BLACKLINE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
SUPPLEMENTAL CASH FLOW DISCLOSURE
(in thousands)

	Three Months Ended March 31,	
	2017	2016
Non-cash financing and investing activities		
Capitalized software development costs included in accounts payable and accrued expenses and other current liabilities	$ 45	$ 35
Purchases of property and equipment included in accounts payable and accrued expenses and other current liabilities	$ 445	$ 236
Stock-based compensation capitalized for software development	$ 30	$ 22
Deferred offering costs included in accounts payable and accrued expenses and other current liabilities	$ —	$ 1,617
Term loan issuance costs	$ —	$ 80

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

BlackLine, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

Note 1—Company overview

BlackLine, Inc. and its subsidiaries (the "Company" or "BlackLine") provide financial accounting close solutions delivered primarily as Software as a Service ("SaaS"). The Company's solutions enable its customers to address various aspects of their financial close process including account reconciliations, variance analysis of account balances, journal entry capabilities, and certain types of data matching capabilities.

The Company is headquartered in Los Angeles, California and has offices in Chicago, Atlanta, New York, Vancouver, London, Paris, Frankfurt, Sydney, Melbourne, Kuala Lumpur, Netherlands, Poland, Singapore, and South Africa.

Note 2—Basis of presentation, significant accounting policies and recently-issued accounting pronouncements

The accompanying condensed consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information. Certain information and disclosures normally included in consolidated financial statements prepared in accordance with GAAP have been condensed or omitted. Accordingly, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the related notes included in the Annual Report on Form 10-K for the fiscal year ended December 31, 2016 filed with the SEC on March 10, 2017. The condensed consolidated financial statements are unaudited and have been prepared on a basis consistent with that used to prepare the audited annual consolidated financial statements and include, in the opinion of management, all adjustments, consisting of normal and recurring items, necessary for the fair statement of the condensed consolidated financial statements. The condensed consolidated balance sheet as of December 31, 2016 was derived from audited financial statements, but does not include all disclosures required by GAAP. The operating results for the three months ended March 31, 2017 are not necessarily indicative of the results expected for the full year ending December 31, 2017.

Use of estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the dates of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates.

Significant Accounting Policies

There have been no material changes in the accounting policies from those disclosed in the audited consolidated financial statements and the related notes included in the Annual Report on Form 10-K. During the three months ended March 31, 2017, the Company adopted the new stock compensation guidance and changed its policy to account for forfeitures when they occur and record income tax benefits related to stock awards in the statement of operations, subject to the need for a deferred tax asset valuation allowance—See Recently Issued Accounting Pronouncements.

Recently-issued accounting standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued guidance related to revenue from contracts with customers. Under this guidance, revenue is recognized when promised

goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The updated standard will replace all existing revenue recognition guidance under GAAP when it becomes effective and permits the use of either the retrospective or cumulative effect transition method. In July 2015, the FASB voted to defer the effective date to January 1, 2018, with early adoption beginning January 1, 2017. In March, April, May, and December 2016, the FASB issued amendments to the new guidance relating to reporting revenue on a gross versus net basis, identifying performance obligations and licensing arrangements and other narrow scope improvements. The Company will adopt the new revenue guidance in the first quarter of 2018 though has not yet determined whether to adopt using a full retrospective or modified retrospective approach. The Company is currently assessing the impact of the new revenue guidance on its arrangements. The Company currently believes that the new guidance will impact the amount and timing of incremental costs of obtaining a contract, such as sales commissions. The Company generally does not pay sales commissions upon contract renewal and therefore, under the new revenue guidance, the sales commissions will be recognized over an estimated customer life rather than over the non-cancelable term under current guidance. The new guidance is also expected to impact the Company's arrangements subject to current software revenue recognition guidance and also require incremental disclosures of the Company's revenue arrangements. The Company has not yet quantified the impact of these changes. Adoption of this standard will also require changes to the Company's business processes, systems and controls to support the new revenue recognition guidance. The Company is in the process of identifying such changes.

In February 2016, the FASB issued new guidance which significantly changes the accounting for leases. The new guidance requires a lessee recognize in the balance sheet a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes this election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. For income statement purposes, the new guidance retained a dual model, requiring leases to be classified as either operating or financing. Operating leases will result in straight-line expense while finance leases will result in a front-loaded expense pattern similar to existing capital lease guidance. For statement of cash flow purposes, the new guidance also retained the existing dual method, where cash payments for operating leases are reflected in cash flows from operating activities and principal and interest payments for finance leases are reflected in cash flows from financing activities and cash flows from operating activities, respectively. The new guidance is effective for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. The new guidance requires the recognition and measurement of leases at the beginning of the earliest period presented using a modified retrospective approach. The use of the modified retrospective approach allows an entity to use a number of practical expedients in the application of this new guidance. Although the Company is evaluating the impact of adopting this guidance on its consolidated financial statements, the Company expects that most of its operating lease commitments will be recognized as operating lease liabilities and right-of-use assets upon adoption of the new guidance.

In March 2016, the FASB issued new guidance to simplify various aspects relating to accounting for stock-based compensation and related tax impacts, the classification of excess tax benefits on the statement of cash flows, statutory tax withholding requirements, and other stock-based compensation classification matters. The guidance was effective for annual reporting periods beginning after December 15, 2016 and interim periods within those annual periods. The Company adopted this guidance during the first quarter ended March 31, 2017. Upon adoption, the Company changed an accounting policy to account for forfeitures when they occur rather than estimate a forfeiture rate. The impact of this change in policy increased the Company's accumulated deficit and additional paid-in capital by $0.1 million as of January 1, 2017. The new guidance also requires the Company to record,

on a prospective basis, the income tax effects of stock-based compensation awards in the income statement as discrete items, subject to deferred tax asset valuation allowance considerations, in the reporting period in which they occur, which will increase volatility in the Company's income tax provision in the future to the extent that the Company is able to realize the tax benefits. In addition, upon adoption previously unrecognized tax benefits were recorded as an adjustment to accumulated deficit, subject to assessment for the need for a deferred tax asset valuation allowance, as of January 1, 2017. The Company had $36.7 million of net operating losses related to tax benefits for stock-based compensation awards as of December 31, 2016 which were not recorded as deferred tax assets. As the Company has a full valuation allowance against its deferred tax assets, the adoption of this guidance did not have a material impact on the Company's financial statements.

In June 2016, the FASB issued guidance which requires that financial assets measured at amortized costs be presented at the net amount expected to be collected. This guidance amends the accounting for credit losses for available-for-sale securities and purchased financial assets with credit deterioration. This guidance is effective for annual periods beginning after December 15, 2019, and interim periods within those annual periods. Early adoption is permitted for any interim or annual period after December 15, 2018. The Company has not determined the impact of this guidance on its consolidated financial statements.

In November 2016, the FASB issued guidance which requires that restricted cash and restricted cash equivalents be included with cash and cash equivalents when reconciling the beginning and ending total amounts shown on the statement of cash flows. This guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those years, and should be applied using a retrospective transition method to each period presented. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the amendments in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. The Company's restricted cash as of March 31, 2017 and December 31, 2016 was $0.4 million and therefore, the adoption of this guidance is not expected to have a material impact on the Company's consolidated statements of cash flows.

In February 2017, the FASB issued guidance which simplifies the subsequent measurement of goodwill by no longer requiring an entity to determine goodwill impairment by calculating the implied fair value of goodwill by assigning the fair value of a reporting unit to all of its assets and liabilities as if that reporting unit had been acquired in a business combination. Under this new guidance, an entity would perform its goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and would recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value; however, the loss recognized would not exceed the total amount of goodwill allocated to that reporting unit. Additionally, an entity would consider income tax effects from any tax deductible goodwill on the carrying amount of the reporting unit when measuring the goodwill impairment loss, if applicable. Under the new guidance, an entity continues to have the option to perform the qualitative assessment for a reporting unit to determine if the quantitative impairment test is necessary. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those years. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The adoption of this guidance is not expected to have a material impact on the Company's consolidated financial statements.

In March 2017, the FASB issued guidance which shortens the amortization period for certain purchased callable debt securities held at a premium. Under this new guidance, an entity would shorten the amortization period of the premium to the earliest call date. This guidance is effective for annual periods beginning after December 15, 2018, and interim periods within those annual periods. Early adoption is permitted, including adoption in an interim period. The Company has not determined the impact of this guidance on its consolidated financial statements.

Note 3—Investments in Marketable Securities

Investments in marketable securities presented within current assets on the consolidated balance sheet consisted of the following:

	March 31, 2017			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(in thousands)			
Marketable securities				
U.S. Treasury bonds	$29,718	$ —	$ (9)	$29,709
Corporate Bonds	25,504	2	(18)	25,488
Commercial paper	10,387	—	—	10,387
Asset-backed securities	12,298	—	(14)	12,284
	$77,907	$ 2	$ (41)	$77,868

	December 31, 2016			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(in thousands)			
Marketable securities				
U.S. Treasury bonds	$29,742	$ —	$ (17)	$29,725
Corporate Bonds	25,522	—	(21)	25,501
Commercial paper	15,554	—	—	15,554
Asset-backed securities	12,353	—	(3)	12,350
	$83,171	$ —	$ (41)	$83,130

Gross realized gains and losses on marketable securities and net gains and losses reclassified from accumulated other comprehensive loss to earnings were not material for the three months ended March 31, 2017.

The Company's marketable securities have a contractual maturity of less than four years. The amortized cost and fair values of marketable securities, by remaining contractual maturity, were as follows:

	March 31, 2017	
	Amortized Cost	Fair Value
	(in thousands)	
Due in 1 year or less	$61,372	$61,356
Due after 1 year through 4 years	16,535	16,512
	$77,907	$77,868

	December 31, 2016	
	Amortized Cost	Fair Value
	(in thousands)	
Due in 1 year or less	$49,371	$49,363
Due after 1 year through 4 years	33,800	33,767
	$83,171	$83,130

Note 4—Accrued expenses and other current liabilities

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

	March 31, 2017	December 31, 2016
Accrued salaries and employee benefits	$ 7,402	$ 11,589
Accrued income and other taxes payable	1,275	1,553
Short-term portion of capital lease	442	992
Accrued commissions to third-party partners	2,123	2,081
Accrued initial public offering costs	—	110
Accrued professional services costs	913	454
Short-term tenant improvement allowance	341	341
Other accrued expenses	3,223	1,811
	$15,719	$ 18,931

Note 5—Fair value measurements

As of March 31, 2017 and December 31, 2016, the carrying values of cash equivalents, accounts receivable, accounts payable and accrued expenses, approximate fair values due to the short-term nature of such instruments.

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of March 31, 2017 and December 31, 2016 by level within the fair value hierarchy. Financial assets and financial liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement (in thousands):

	March 31, 2017			
	Level 1	Level 2	Level 3	Total
Cash equivalents				
Money market funds	$12,215	$ —	$ —	$12,215
Commercial paper	—	5,196	—	5,196
Marketable securities				
U.S. Treasury bonds	29,709	—	—	29,709
Corporate bonds	—	25,488	—	25,488
Commercial paper	—	10,387	—	10,387
Asset-backed securities	—	12,284	—	12,284
Total assets	$41,924	$53,355	$ —	$95,279
Liabilities				
Common stock warrant liability	$ —	$ —	$12,380	$12,380
Contingent consideration	—	—	5,331	5,331
Total liabilities	$ —	$ —	$17,711	$17,711

	December 31, 2016			
	Level 1	Level 2	Level 3	Total
Cash equivalents				
Money market funds	$18,936	$ —	$ —	$ 18,936
Marketable securities				
U.S. Treasury bonds	29,725	—	—	29,725
Corporate bonds	—	25,501	—	25,501
Commercial paper	—	15,554	—	15,554
Asset-backed securities	—	12,349	—	12,349
Total assets	$48,661	$53,404	$ —	$102,065
Liabilities				
Common stock warrant liability	$ —	$ —	$11,380	$ 11,380
Contingent consideration	—	—	5,238	5,238
Total liabilities	$ —	$ —	$16,618	$ 16,618

There were no changes to the valuation techniques used to measure asset and liability fair values on a recurring basis during the three months ended March 31, 2017.

The following table summarizes the changes in the common stock warrant liability and contingent consideration liability (in thousands) for the three months ended March 31, 2017 and 2016:

	Contingent Consideration	Common Stock Warrant Liability
Fair value as of December 31, 2016	$ 5,238	$ 11,380
Change in fair value	93	1,000
Fair value as of March 31, 2017	$ 5,331	$ 12,380

	Contingent Consideration	Common Stock Warrant Liability
Fair value as of December 31, 2015	$ 4,867	$ 5,500
Change in fair value	62	—
Fair value as of March 31, 2016	$ 4,929	$ 5,500

Note 6—Commitments and contingencies

Operating Leases – The Company has various non-cancelable operating leases for its corporate and international offices. These leases expire at various times through 2023. Certain lease agreements contain renewal options, rent abatement, and escalation clauses and entitle the Company to receive a tenant allowance from the landlord. The Company records tenant allowances as a deferred rent credit, which the Company amortizes on a straight-line basis, as a reduction of rent expense, over the term of the underlying lease.

Contingent Consideration – On September 3, 2013, BlackLine Systems, Inc. was acquired by BlackLine, Inc. (the “2013 Acquisition”). In conjunction with the 2013 Acquisition, option holders of BlackLine Systems, Inc. were allowed to cancel their stock option rights and receive a cash payment equal to the amount of calculated gain (less applicable expense and other items) had they exercised their stock options and then sold their common shares as part of the 2013 Acquisition. As a condition of the 2013 Acquisition, the Company is required to pay additional cash consideration to certain equity holders if the Company realizes a tax benefit from the use of net operating losses generated from the stock option exercises concurrent with the 2013 Acquisition. The maximum contingent cash

consideration to be distributed is $8.0 million. The fair value of the contingent consideration was $5.3 million and $5.2 million as of March 31, 2017 and December 31, 2016, respectively.

Litigation – From time to time, the Company may become subject to legal proceedings, claims and litigation arising in the ordinary course of business. The Company is not currently a party to any legal proceedings, nor is it aware of any pending or threatened litigation, that would have a material adverse effect on the Company's business, results of operations, cash flows or financial condition should such litigation be resolved unfavorably.

Indemnification – In the ordinary course of business, the Company may provide indemnification of varying scope and terms to customers, vendors, investors, directors and officers with respect to certain matters, including, but not limited to, losses arising out of our breach of such agreements, services to be provided by the Company, or from intellectual property infringement claims made by third parties. These indemnification provisions may survive termination of the underlying agreement and the maximum potential amount of future payments the Company could be required to make under these indemnification provisions may not be subject to maximum loss clauses. The maximum potential amount of future payments the Company could be required to make under these indemnification provisions is indeterminable. The Company has never paid a material claim, nor has it been sued in connection with these indemnification arrangements. As of March 31, 2017 and December 31, 2016, the Company has not accrued a liability for these indemnification arrangements because the likelihood of incurring a payment obligation, if any, in connection with these indemnification arrangements is not probable or reasonably estimable.

Note 7—Stock options

Stock-based compensation expense for stock option awards was as follows (in thousands):

	Three Months Ended March 31,	
	2017	2016
Cost of revenues	$ 250	$ 141
Sales and marketing	660	672
Research and development	83	161
General and administrative	856	651
	$ 1,849	$ 1,625

Note 8—Income taxes

The Company used an effective tax rate approach for calculating its tax benefit for the three months ended March 31, 2017 and 2016. The effective tax rate for the three months ended March 31, 2017 of 0.7% differed from the U.S. federal statutory rate of 34% primarily because of state taxes, net of federal benefit, the valuation allowance for U.S. federal and state income taxes, and foreign taxes. The effective tax rate for the three months ended March 31, 2016 of 12.4% differed from the U.S. federal statutory rate of 34% primarily as a result of state taxes, net of federal benefit, foreign taxes and a valuation allowance on State of California net deferred tax assets. The income tax benefit for the 2016 period was a result of the absorption of deferred tax liabilities recorded as a result of the 2013 Acquisition.

Taxes for international operations were not material for the three months ended March 31, 2017 and 2016.

Note 9—Net loss per share

Basic and diluted loss per share is calculated by dividing net loss by the weighted average number of shares of common stock outstanding. As the Company has net losses for the periods presented all potentially dilutive common stock, which are comprised of stock options and warrants, are anti-dilutive.

As of March 31, 2017 and 2016, the following potentially dilutive shares have been excluded from the calculation of diluted net loss per share attributable to common stockholders because they are anti-dilutive:

	March 31	
	2017	2016
Options to purchase common stock	6,553,074	5,974,836
Common stock warrants	499,999	499,999
Total shares excluded from net loss per share	7,053,073	6,474,835

Note 10—Business combinations

On August 31, 2016, the Company acquired Runbook Company B.V., a Netherlands-based provider of licensed financial close automation software and integration for SAP customers, or Runbook, which the Company refers to as the “Runbook Acquisition.” The primary purpose of the Runbook Acquisition was to enhance our position as a leading provider of software solutions to automate the financial close process for SAP customers and secondarily it supports our European expansion strategy.

The following table presents the Company’s unaudited pro forma information for the three months ended March 31, 2016 as if the acquisition occurred on January 1, 2015 (in thousands):

	Three Months Ended March 31, 2016
Pro forma total revenues	$ 28,291
Pro forma net loss	(9,800)
Pro forma net loss per share, basic and diluted	(0.24)

The pro forma results reflect certain adjustments for the depreciation and amortization of the fair value of the intangible assets acquired and related tax adjustments. Such pro forma amounts are not necessarily indicative of the results that actually would have occurred had the acquisition been completed on the date indicated, nor is it indicative of the future operating results of the Company.

Table of Contents

3,478,261 Shares

BlackLine, Inc.

Common Stock

$ per share

PROSPECTUS

, 2017

Goldman Sachs & Co. LLC **J.P. Morgan**

Pacific Crest Securities
a division of KeyBanc Capital Markets

Raymond James **William Blair** **JMP Securities**

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

Estimated costs and expenses, other than underwriting discounts and commissions, payable by us in connection with the sale of the common stock being registered under this registration statement are as follows:

	Amount to be Paid
SEC registration fee	$ 14,571
FINRA filing fee	19,358
Exchange listing fee	—
Printing and engraving	150,000
Legal fees and expenses	450,000
Accounting fees and expenses	180,000
Transfer agent and registrar fees	5,000
Miscellaneous fees and expenses	75,000
Total	$ 893,929

Item 14. Indemnification of Directors and Officers.

Our amended and restated certificate of incorporation contains provisions that eliminate, to the maximum extent permitted by the General Corporation Law of the State of Delaware, the personal liability of our directors and executive officers for monetary damages for breach of their fiduciary duties as directors or officers. Our amended and restated certificate of incorporation and amended and restated bylaws provide that we must indemnify our directors and executive officers and may indemnify our employees and other agents to the fullest extent permitted by the General Corporation Law of the State of Delaware.

Section 145 of the General Corporation Law of the State of Delaware provides that a corporation may indemnify any person made a party to an action by reason of the fact that he or she was a director, executive officer, employee or agent of the corporation or is or was serving at the request of a corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of an action by or in right of the corporation, no indemnification may generally be made in respect of any claim as to which such person is adjudged to be liable to the corporation.

We have entered into indemnification agreements with our directors and executive officers, in addition to the indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws, and intend to enter into indemnification agreements with any new directors and executive officers in the future.

We have purchased and intend to maintain insurance on behalf of each and any person who is or was one of our directors or officers against any loss arising from any claim asserted against him or her and incurred by him or her in any such capacity, subject to certain exclusions.

The Underwriting Agreement (Exhibit 1.1 hereto) provides for indemnification by the underwriters of us and our executive officers and directors for certain liabilities, including liabilities arising under the Securities Act of 1933, as amended, or the Securities Act.

See also the undertakings set out in response to Item 17 herein.

Item 15. Recent Sales of Unregistered Securities.

From January 1, 2014 through May 19, 2017, we have made the following sales of unregistered securities:

1. Common Stock Issuances

On October 21, 2014, we issued 357,142 shares of our common stock to one investor at $14.00 per share, for aggregate gross cash proceeds of $5,000,000.

In September 2016, we issued 192,187 shares of our common stock to Runbook employees at $16.00 per share, for aggregate gross cash proceeds of $3,075,000.

2. Option Plan Grants and Exercises

Since January 1, 2014 through the filing of our Registration Statement on Form S-8 on October 28, 2016, we granted to our officers, directors, employees, consultants, and other service providers options to purchase an aggregate of 8,396,621 shares of common stock under our 2014 Equity Incentive Plan at exercise prices ranging from $5.00 to $16.00 per share. Of the options granted, options to purchase 200,000 shares of common stock were granted to two non-employee directors at exercise prices of $5.00 and $14.50 per share, options to purchase 2,153,356 shares of common stock were granted to four executives at exercise prices ranging from $5.00 to $14.50 per share and options to purchase 6,043,265 shares of common stock were granted to 674 other employees and consultants at exercise prices ranging from $5.00 to $16.00 per share.

Since January 1, 2014 through the filing of our Registration Statement on Form S-8 on October 28, 2016, we issued and sold to 96 employees and consultants and other service providers an aggregate of 795,832 shares of common stock upon exercise of options under our 2014 Equity Incentive Plan at a weighted average exercise price of $5.57 per share.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering.

The offers, sales and issuances of the securities described in this Item 15 were deemed to be exempt from registration under the Securities Act under either (1) Rule 701 promulgated under the Securities Act as offers and sales of securities pursuant to certain compensatory benefit plans and contracts relating to compensation in compliance with Rule 701 or (2) Section 4(a)(2) of the Securities Act as transactions by an issuer not involving any public offering. The recipients of securities in each of these transactions represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the stock certificates and instruments issued in such transactions. All recipients had adequate access, through their relationships with us, to information about us.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits.

See the Exhibit Index immediately following the signature page hereto for a list of exhibits filed as part of this registration statement on Form S-1, which Exhibit Index is incorporated herein by reference.

(b) Financial Statement Schedules.

Financial Statement Schedules have been omitted as information required is inapplicable or the information is presented in the consolidated financial statements and the related notes.

ITEM 17. UNDERTAKINGS.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Woodland Hills, State of California, on May 22, 2017.

BlackLine, Inc.

By: /s/ Therese Tucker
Name: Therese Tucker
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated below:

Signature	Title	Date
/s/ Therese Tucker Therese Tucker	Director and Chief Executive Officer (Principal Executive Officer)	May 22, 2017
/s/ Mark Partin Mark Partin	Chief Financial Officer (Principal Financial Officer)	May 22, 2017
/s/ Patrick Villanova Patrick Villanova	Controller (Principal Accounting Officer)	May 22, 2017
* Jason Babcoke	Director	May 22, 2017
* John Brennan	Director	May 22, 2017
* William Griffith	Director	May 22, 2017
* Hollie Haynes	Director	May 22, 2017
* Graham Smith	Director	May 22, 2017
* Mario Spanicciati	Director	May 22, 2017
* Thomas Unterman	Director	May 22, 2017

* By: /s/ Mark Partin
Mark Partin
Attorney-in-fact

Table of Contents

Exhibit Index

Exhibit Number	Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
1.1	Form of Underwriting Agreement.				
2.1	Agreement and Plan of Merger, by and among SLS Breeze Holdings, Inc., SLS Breeze Intermediate Holdings, Inc., SLS Breeze Merger Sub, Inc. and BlackLine Systems, Inc., dated as of August 9, 2013	S-1	333-213899	2.1	September 30, 2016
3.1	Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of the Registrant, effecting a one-for-five reverse stock split.	S-1/A	333-213899	3.2	October 17, 2016
3.2	Amended and Restated Certificate of Incorporation of the Registrant.	10-Q	001-37924	3.2	December 12, 2016
3.3	Amended and Restated Bylaws of the Registrant.	10-Q	001-37924	3.3	December 12, 2016
4.1	Specimen Common Stock Certificate of the Company.	S-1	333-213899	4.1	September 30, 2016
4.2	Amended and Restated Stockholders' Agreement, by and among the Registrant, Silver Lake Sumeru, Iconiq, Therese Tucker and Mario Spanicciati.	10-Q	001-37924	4.2	December 12, 2016
4.3	Amended and Restated Registration Rights Agreement, by and among the Registrant, Silver Lake Sumeru, Iconiq, Therese Tucker and Mario Spanicciati.	10-Q	001-37924	4.3	December 12, 2016
4.4	Warrant to Purchase Stock held by Special Value Continuation Partners, LP, dated as of September 25, 2013.	S-1	333-213899	4.2	September 30, 2016
4.5	Warrant to Purchase Stock held by Tennenbaum Opportunities Fund VI, LLC, dated as of September 25, 2013.	S-1	333-213899	4.3	September 30, 2016
4.6	Warrant to Purchase Stock held by Tennenbaum Senior Loan Fund II, LP, dated as of September 25, 2013.	S-1	333-213899	4.4	September 30, 2016
4.7	Warrant to Purchase Stock held by Tennenbaum Senior Loan SPV III, LLC, dated as of September 25, 2013.	S-1	333-213899	4.5	September 30, 2016
4.8	Warrant to Purchase Stock held by Tennenbaum Senior Loan Fund IV-B, LP, dated as of September 25, 2013.	S-1	333-213899	4.6	September 30, 2016
4.9	Subscription Agreement, by and between the Company and Iconiq, dated as of October 21, 2014.	S-1	333-213899	4.7	September 30, 2016
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation				
10.1*	Software Development Cooperation Agreement, by and between the Company and SAP AG, effective as of October 1, 2013.	S-1	333-213899	10.1	September 30, 2016
10.2+	2014 Equity Incentive Plan and form of equity agreements thereunder.	S-1	333-213899	10.6	September 30, 2016
10.3+	Amendment No. 1 to the 2014 Equity Incentive Plan.	S-1	333-213899	10.7	September 30, 2016
10.4+	Amendment No. 2 to the 2014 Equity Incentive Plan.	S-1	333-213899	10.8	September 30, 2016
10.5+	Amendment No. 3 to the 2014 Equity Incentive Plan.	S-1	333-213899	10.9	September 30, 2016

Table of Contents

Exhibit Number	Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
10.6+	2016 Equity Incentive Plan and the form of equity award agreements thereunder.	S-1/A	333-213899	10.10	October 17, 2016
10.7+	Employee Incentive Compensation Plan of the Company.	S-1	333-213899	10.11	September 30, 2016
10.8+	Form of 2015 Executive Officer Bonus Plan.	S-1	333-213899	10.12	September 30, 2016
10.9+	Form of Change of Control and Severance Policy.	S-1	333-213899	10.13	September 30, 2016
10.10+	Executive Employment Agreement, by and between the Registrant and Therese Tucker, effective as of January 1, 2016.	S-1	333-213899	10.14	September 30, 2016
10.11+	2015 Chief Executive Officer (CEO) Bonus Plan, by and between the Company and Therese Tucker, dated as of February 5, 2016.	S-1	333-213899	10.15	September 30, 2016
10.12+	Employment Offer Letter, by and between the Company and Karole Morgan-Prager, dated as of May 4, 2015.	S-1	333-213899	10.16	September 30, 2016
10.13+	2015 Chief Legal Officer (CLO) Bonus Plan, by and between the Company and Karole Morgan-Prager, dated as of December 29, 2015.	S-1	333-213899	10.17	September 30, 2016
10.14+	Confirmatory Offer Letter, by and between the Registrant and Karole Morgan-Prager, dated as of September 29, 2016.	S-1	333-213899	10.18	September 30, 2016
10.15+	Employment Offer Letter, by and between the Company and Mark Partin, dated as of December 25, 2014.	S-1	333-213899	10.19	September 30, 2016
10.16+	Confirmatory Offer Letter, by and between the Registrant and Mark Partin, dated as of September 29, 2016.	S-1	333-213899	10.20	September 30, 2016
10.17+	Confirmatory Offer Letter, by and between the Registrant and Chris Murphy, dated as of September 29, 2016.	S-1	333-213899	10.21	September 30, 2016
10.18+	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.	S-1	333-213899	10.22	September 30, 2016
10.19	Restrictive Covenant Agreement, by and between the Company and Therese Tucker, dated as of August 8, 2013.	S-1	333-213899	10.23	September 30, 2016
10.20	Restrictive Covenant Agreement, by and between the Company and Mario Spanicciati, dated as of August 9, 2013.	S-1	333-213899	10.24	September 30, 2016
10.21*	Office Lease, by and between the Company and Douglas Emmet 2008, LLC, dated November 22, 2010.	S-1	333-213899	10.25	September 30, 2016
10.22*	First Amendment to Office Lease, by and between the Company and Douglas Emmett 2008, LLC, dated August 14, 2012.	S-1	333-213899	10.26	September 30, 2016
10.23*	Second Amendment to Office Lease, by and between the Company and Douglas Emmett 2008, LLC, dated December 26, 2013.	S-1	333-213899	10.27	September 30, 2016
10.24*	Third Amendment to Office Lease, by and between the Company and Douglas Emmett 2008, LLC, dated June 24, 2014.	S-1	333-213899	10.28	September 30, 2016

Table of Contents

Exhibit Number	Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
10.25	Fourth Amendment to Office Lease, by and between the Company and Douglas Emmett 2008, LLC, dated January 29, 2015.	S-1	333-213899	10.29	September 30, 2016
10.26	Fifth Amendment to Office Lease, by and between the Company and Douglas Emmett 2008, LLC, dated October 6, 2016.				
10.27	Sixth Amendment to Office Lease, by and between the Company and Douglas Emmett 2008, LLC, dated May 10, 2017.				
10.28	Seventh Amendment to Office Lease, by and between the Company and Douglas Emmett 2008, LLC, dated May 18, 2017.				
21.1**	List of subsidiaries of the Company.				
23.1	Consent of Independent Registered Public Accounting Firm.				
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).				
23.3**	Consent of Frost & Sullivan.				
24.1**	Power of Attorney.				
101.INS	XBRL Instance Document				
101.SCH	XBRL Taxonomy Extension Schema Document				
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB	XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document				

* Portions of this exhibit have been omitted pursuant to confidential treatment request. Omitted information has been separately filed with the Securities and Exchange Commission.

** Previously filed.

+ Indicates management contract or compensatory plan.

Exhibit 1.1

BlackLine, Inc.

Common Stock, $0.01 par value per share

Underwriting Agreement

May [●], 2017

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

As representatives of the several Underwriters
named in Schedule I hereto,

Ladies and Gentlemen:

The stockholders named in Schedule II hereto (the "Selling Stockholders") of BlackLine, Inc., a Delaware corporation (the "Company"), propose, subject to the terms and conditions stated herein, to sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of [●] shares (the "Firm Shares") and, at the election of the Underwriters, up to [●] additional shares (the "Optional Shares") of Common Stock, $0.01 par value per share ("Stock") of the Company. The Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof are herein collectively called the "Shares".

1. (a) The Company represents and warrants to, and agrees with, each of the Underwriters that:

(i) A registration statement on Form S-1 (File No. 333-217981) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, and, excluding exhibits thereto, to you for each of the other Underwriters, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has

heretofore been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or, to the Company's knowledge, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(a)(iii) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus"); any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act is hereinafter called a "Section 5(d) Communication"; and any Section 5(d) Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Section 5(d) Writing";

(ii) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein or any Selling Stockholder Information (as defined below);

(iii) For the purposes of this Agreement, the "Applicable Time" is [●] [p.m.] (Eastern time) on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on Schedule III(c) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer

Free Writing Prospectus listed on Schedule III(a) hereto and each Section 5(d) Writing listed on Schedule III(d) hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus and each such Section 5(d) Writing each as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in the Pricing Disclosure Package, Issuer Free Writing Prospectus or Section 5(d) Writing in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein or any Selling Stockholder Information;

(iv) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder. The Registration Statement does not, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein or any Selling Stockholder Information;

(v) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included in the Pricing Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been any change in the capital stock (other than (A) the issuance by the Company of shares of Stock upon the exercise or settlement (including any “net” or “cashless” exercises or settlements) of stock options that are outstanding on the date hereof and described in the Pricing Prospectus, (B) the issuance by the Company of shares of capital stock upon the exercise of warrants outstanding on the date hereof and described in the Pricing Prospectus, and (C) the issuance by the Company of Stock or any securities convertible into, exchangeable for or that represent the right to receive shares of Stock, in each case pursuant to the Company’s equity incentive plans described in the Pricing Prospectus) or long-term debt of the Company or any of

its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Pricing Prospectus;

(vi) The Company and its subsidiaries do not own any real property. Except as disclosed in the Pricing Prospectus, the Company and its subsidiaries have good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases (subject to the effects of (A) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors generally or (B) the application of general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether enforcement is considered in proceedings at law or in equity) with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

(vii) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification (the "Other Jurisdictions"), except where the failure to so qualify or be in good standing in the Other Jurisdictions would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and each subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation or organization, to the extent the concept of "good standing" is applicable under the laws of such jurisdiction; "Material Adverse Effect" shall mean a material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, or (ii) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus.

(viii) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company, including the Shares to be sold by the Selling Stockholders, have been duly and

validly authorized and issued and are fully paid and non-assessable and conform to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(ix) The compliance by the Company with this Agreement and the consummation by the Company of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) the Certificate of Incorporation or By-laws of the Company or (iii) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except in the case of (i) and (iii) for such violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except the registration under the Act of the Shares, the approval for listing on the NASDAQ Global Select Market and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(x) Neither the Company nor any of its subsidiaries is (i) in violation of its Certificate of Incorporation or By-laws or (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except in the case of (ii) for such defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xi) The statements set forth in the Pricing Prospectus and Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, under the caption "Material United States Federal Income Tax Consequences to Non-U.S. Holders of our Common Stock" and under the caption "Underwriting", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects;

(xii) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any

of its subsidiaries, would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(xiii) The Company is not and, immediately after giving effect to the offering and sale of the Shares, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(xiv) At the time of filing the Initial Registration Statement the Company was not and is not an "ineligible issuer," as defined under Rule 405 under the Act;

(xv) PricewaterhouseCoopers, LLP, which has certified certain financial statements of the Company and its subsidiaries, is an independent public accountant as required by the Act and the rules and regulations of the Commission thereunder;

(xvi) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their 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 (it being understood that this subsection shall not require the Company to comply with Section 404 of the Sarbanes-Oxley Act of 2002 as of an earlier date than it would otherwise be required to so comply under applicable law). Except as disclosed in the Pricing Prospectus, the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting;

(xvii) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

(xviii) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(xix) The financial statements, including the notes thereto, included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the financial position at the dates indicated therein

and the cash flows and results of operations for the periods indicated therein of the Company and its subsidiaries; except as otherwise stated in the Registration Statement, the Pricing Prospectus and the Prospectus, such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States ("U.S. GAAP") applied on a consistent basis throughout the periods involved; and the supporting schedules, if any, included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the information required to be stated therein in accordance with U.S. GAAP. The selected historical financial data set forth in the Registration Statement, the Pricing Prospectus and the Prospectus under the captions "Prospectus Summary—Summary Consolidated Financial and Other Data" and "Selected Consolidated Financial and Other Data" present fairly in all material respects the information included therein; except as included therein, no other historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement; all other financial and accounting-related information and data included in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been prepared on a basis consistent with that of the financial statements that are included in the Registration Statement, the Pricing Prospectus and the Prospectus and the books and records of the Company and its subsidiaries and presents fairly in all material respects the information shown thereby;

(xx) Except as disclosed in the Pricing Prospectus, there are no off-balance sheet arrangements (as defined in Regulation S-K Item 303(a)(4)(ii)) that may have a material current or future effect on the Company's financial condition, changes in financial condition, results of operations, liquidity, capital expenditures or capital resources;

(xxi) None of the Company, any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of, or other person acting on behalf of, the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; (iv) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom; or (v) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

(xxii) This Agreement has been duly authorized, executed and delivered by the Company;

(xxiii) To the knowledge of the Company, the Company and its subsidiaries own, possess, or can acquire on commercially reasonable terms, adequate rights to use all patents, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, and know-how (including trade secrets and other rights in proprietary or confidential information) and other similar intellectual property rights (collectively, "Intellectual Property") used by them or necessary for the conduct of their respective businesses as

currently conducted by them or as described in the Pricing Prospectus as anticipated to be conducted by them within the next six (6) months, except where the failure to have any of the foregoing would not reasonably be expected to have a Material Adverse Effect; except as described in the Registration Statement, the Pricing Prospectus and the Prospectus, (A) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability, ownership or scope of any Intellectual Property registered in the name of, or owned or purported to be owned by, the Company or any of its subsidiaries ("Company Intellectual Property"), (B) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any of the subsidiaries infringes or misappropriates any Intellectual Property or other proprietary rights of others, and (C) to the Company's knowledge, no Company Intellectual Property has been obtained or is being used by the Company or any of the subsidiaries in violation of any contractual obligation binding on the Company or any of the subsidiaries, in each case, except as would not individually or in the aggregate have a Material Adverse Effect; the Company and its subsidiaries have taken reasonable steps necessary to secure interests in the Company Intellectual Property developed by their employees, consultants, agents and contractors in the course of their service to the Company; there are no outstanding options, licenses or binding agreements of any kind pursuant to which the Company or any of its subsidiaries grants to a third party rights to material Company Intellectual Property owned by the Company or any of its subsidiaries that are required to be described in the Registration Statement, the Pricing Prospectus and the Prospectus and are not so described; the Company and its subsidiaries are not a party to or otherwise contractually bound by any options, licenses or binding agreements pursuant to which a third party grants to the Company rights to any Intellectual Property that are material to the Company and that are required to be set forth in the Registration Statement and the Prospectus and are not so described; to the knowledge of the Company, to the extent the Company or its subsidiaries include any software or other materials distributed under a "free," "open source," or similar licensing model that meets the definition of open source promulgated, as of the effective date of the Registration Statement, by the open source initiative located online at http://opensource.org/osd (including but not limited to the GNU General Public License, GNU Lesser General Public License and GNU Affero General Public License) ("Open Source Materials") in any product distributed by the Company, the Company and its subsidiaries have used such Open Source Materials in material compliance with the license terms applicable to such Open Source Materials; to the knowledge of the Company, neither the Company nor any of its subsidiaries has used or distributed any Open Source Materials in a manner that requires the Company or any of its subsidiaries to permit reverse engineering of any software in which the Company or any subsidiaries owns the copyrights that is included in any products or services of the Company or any of its subsidiaries; except as described in the Registration Statement, the Pricing Prospectus and the Prospectus, to the knowledge of the Company, no governmental agency or

body, university, college, other educational institution or research center has any claim of ownership in or to any material Company Intellectual Property that is owned or purported to be owned by the Company or any of its subsidiaries; the Company and its subsidiaries have taken commercially reasonable steps in accordance with normal industry practice to maintain the confidentiality of all trade secrets and confidential information owned, used or held for use by the Company or any of its subsidiaries;

(xxiv) To the knowledge of the Company, the Company and its subsidiaries have operated their business in material compliance with all applicable privacy, data security and data protection laws and regulations applicable to the receipt, collection, handling, processing, sharing, transfer, usage, disclosure and storage of personally identifiable information, financial and other highly confidential information and data that the Company or its subsidiaries receive, collect, handle, process, share, transfer, use, disclose, or store in the operation of their respective businesses (collectively, “Personal and Device Data”), except where any failures to comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries have, and are in material compliance with their, policies and procedures designed to ensure the Company and its subsidiaries comply in all material respects with such privacy, data security and data protection laws. To the knowledge of the Company, the Company has not experienced any security incident that has resulted in unauthorized third-party acquisition of, or access to, Personal and Device Data, except where any such incidents would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xxv) There are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the Act except as have been validly waived or complied with;

(xxvi) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency having jurisdiction over the Company or any of its subsidiaries (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(xxvii) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently the subject or the target of any

sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, or other relevant sanctions authority (collectively, "Sanctions");

(xxviii) The Company has not and, to its knowledge, no one acting on its behalf has, (i) taken and will not take, directly or indirectly, any action which is designed to or which has constituted or which would reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company or any subsidiaries to facilitate the sale or resale of the Shares, (ii) sold bid for, purchased, or paid anyone any compensation for soliciting purchases of, the Shares, or (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company or any subsidiaries other than as contemplated in this Agreement; provided, however, that the Company makes no such representation or warranty with respect to the actions of any Underwriter or affiliate or agent of any Underwriter acting on behalf of such Underwriter;

(xxix) The Company and each of its subsidiaries have filed all federal, state, local and foreign tax returns required to be filed through the date of this Agreement or have requested extensions thereof and have paid all taxes required to be paid thereon, except where any failures to file such tax returns and pay taxes thereon would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; no tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor has the Company or any of its subsidiaries received written notice of any tax deficiency that will be assessed or, to the Company's knowledge, has been proposed by any taxing authority, which could reasonably be expected to be determined adversely to the Company or its subsidiaries), except where any such tax deficiency would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xxx) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are, in the Company's reasonable judgment, prudent and customary in the businesses in which they are engaged; and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business;

(xxxi) No material labor dispute with or disturbance by the employees of the Company or any of its subsidiaries exists or, to its knowledge, is threatened, and neither the Company nor any of its subsidiaries has received written notice of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors;

(xxxii) Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in the Registration Statement, the Pricing Disclosure Package or the Prospectus is

not based on or derived from sources that are reliable and accurate in all material respects and, to the extent required, the Company has obtained the written consent to the use of such data from such sources; and

(xxxiii) From the time of initial confidential submission of a registration statement relating to the Company's initial public offering with the Commission (or, if earlier, the first date on which a Section 5(d) Communication was made) through the date hereof, the Company has been and is an "emerging growth company" as defined in Section 2(a)(19) of the Act (an "Emerging Growth Company").

(b) Each of the Selling Stockholders severally and not jointly represent and warrant to, and agree with, each of the Underwriters and the Company that:

(i) All consents, approvals, authorizations and orders necessary for the execution and delivery by such Selling Stockholder of this Agreement, and for the sale and delivery of the Shares to be sold by such Selling Stockholder hereunder, have been obtained (except for the registration under the Act of the Shares and such consents, approvals, authorizations and orders as may be required under state securities or Blue Sky laws or the rules and regulations of FINRA); and such Selling Stockholder has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder;

(ii) The sale of the Shares to be sold by such Selling Stockholder hereunder and the compliance by such Selling Stockholder with this Agreement and the consummation of the transactions herein contemplated will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any statute, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, (B) result in any violation of the provisions of the Certificate of Incorporation or By-laws of such Selling Stockholder if such Selling Stockholder is a corporation, the Partnership Agreement of such Selling Stockholder if such Selling Stockholder is a partnership, or the operating agreement of such Selling Stockholder if such Selling Stockholder is a limited liability company, or (C) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Stockholder or any of its subsidiaries or any property or assets of such Selling Stockholder, except in the case of (A) and (C), for such violations that individually or in the aggregate would not have a material adverse effect on the ability of such Selling Stockholder to consummate the transactions contemplated hereby; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental body or agency is required for the performance by such Selling Stockholder of its obligations under this Agreement and the consummation by such Selling Stockholder of the transactions contemplated by this Agreement in connection with the Shares to be sold by such Selling Stockholder hereunder,

except the registration under the Act of the Shares, the approval by FINRA of the underwriting terms and arrangements, such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(iii) Such Selling Stockholder has, and immediately prior to each Time of Delivery (as defined in Section 4 hereof) such Selling Stockholder will have, good and valid title to the Shares to be sold by such Selling Stockholder hereunder at such Time of Delivery, free and clear of all liens, encumbrances, equities or claims; and, upon delivery of such Shares and payment therefor pursuant hereto, good and valid title to such Shares, free and clear of all liens, encumbrances, equities or claims, will pass to the several Underwriters;

(iv) On or prior to the date of the Pricing Prospectus, such Selling Stockholder has executed and delivered to the Underwriters an agreement substantially in the form of Annex IV hereto.

(v) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares;

(vi) Such Selling Stockholder has not, prior to the execution of this Agreement, offered or sold any of its Shares by means of any "prospectus" (within the meaning of the Act), or used any "prospectus" (within the meaning of the Act) in connection with the offer or sale of the Shares, in each case other than the then most recent Preliminary Prospectus; the Registration Statement and Preliminary Prospectus did, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided that such representations and warranties set forth in this clause (vi) apply, with respect to a Selling Shareholder, only to statements or omissions made in the Registration Statement, the Preliminary Prospectus, the Prospectus and any further amendments or supplements to the Registration Statement, the Preliminary Prospectus and the Prospectus that are made in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use therein; provided, further, that it is agreed that such information furnished by such Selling Stockholder to the Company consists only of (A) the legal name, address and the number of Shares owned by such Selling Stockholder before and after the offering, (B) the other information with respect to such Selling Stockholder (excluding percentages) which appear in the table (and corresponding footnotes) under the caption "Principal and Selling Stockholders," and (C) with respect to any Selling Stockholder that has designated any member of the Company's board of directors, the biography of

any director so designated by such Selling Stockholder set forth under the caption "Management" in the Pricing Prospectus or the Prospectus (with respect to such Selling Stockholder, the "Selling Stockholder Information");

(vii) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated, such Selling Stockholder will deliver to you prior to or at the First Time of Delivery a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof);

(viii) Such Selling Stockholder is not prompted by any material non-public information concerning the Company or any of its subsidiaries that is not disclosed in the Pricing Prospectus to sell its Shares pursuant to this Agreement; and

(ix) None of Such Selling Stockholder, any of its subsidiaries or, to its knowledge, any director, officer, agent or employee of such Selling Stockholder or any of its subsidiaries is currently the subject of any Sanctions; and such Selling Stockholder will not knowingly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions.

2. Subject to the terms and conditions herein set forth, each of the Selling Stockholders agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Stockholders, at a purchase price per share of $[●], the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) determined by multiplying the aggregate number of Firm Shares to be sold by each of the Selling Stockholders as set forth opposite their respective names in Schedule II hereto by a fraction, the numerator of which is the aggregate number of Firm Shares to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the aggregate number of Firm Shares to be purchased by all of the Underwriters from all of the Selling Stockholders hereunder and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, each of the Selling Stockholders agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Stockholders, at the purchase price per share set forth in clause (a) of this Section 2, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Selling Stockholders, as and to the extent indicated in Schedule II hereto, hereby grant, severally and not jointly, to the Underwriters the right to purchase at their election up to [●] Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering sales of shares in excess of the number of Firm Shares. Any such election to purchase Optional Shares shall be made in proportion to the number of Optional Shares to be sold by each Selling Stockholder. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company and the Selling Stockholders, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company and the Selling Stockholders otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company and the Selling Stockholders shall be delivered by or on behalf of the Selling Stockholders to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Custodian to the Representatives at least forty-eight hours in advance. The Company and the Selling Stockholders will cause the certificates representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on [●], 2017 or such other time and date as the Representatives and the Selling Stockholders may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York time, on the date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Selling Stockholders may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the

Shares and any additional documents requested by the Underwriters pursuant to Section 8(l) hereof, will be delivered at the offices of Latham & Watkins LLP: 355 South Grand Avenue, Los Angeles, CA 90071 (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at 10:00 a.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation where not otherwise required or to file a general consent to service of process where not otherwise required or subject itself to taxation for doing business in any jurisdiction in which it was not otherwise subject to taxation;

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the

Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable (which may be satisfied by filing with EDGAR (as defined below)), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) During the period beginning from the date hereof and continuing to and including the date 90 days after the date of the Prospectus (the “Company Lock-Up Period”) not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise, without the prior written approval of the Representatives; provided, however, that the foregoing restrictions shall not apply to (a) the Shares to be sold hereunder, (b) the issuance by the Company of shares of Stock upon the exercise or settlement of stock options that are outstanding on the date hereof and described in the Pricing Prospectus,

(c) the issuance by the Company of shares of capital stock upon the exercise of warrants outstanding on the date hereof and described in the Pricing Prospectus, (d) the issuance by the Company of Stock or any securities convertible into, exchangeable for or that represent the right to receive shares of Stock, in each case pursuant to the Company's equity incentive plans disclosed in the Pricing Prospectus, (e) the entry into any agreement providing for the issuance by the Company of shares of or any security convertible into or exercisable for shares of in connection with the acquisition by the Company or any of its subsidiaries of the securities, business, property or other assets of another person or entity or pursuant to an employee benefit plan assumed by the Company in connection with such acquisition, and the issuance of any such securities pursuant to any such agreement, (f) the entry into any agreement providing for the issuance of shares of Stock or any security convertible into or exercisable for shares of Stock in connection with joint ventures, commercial relationships or other strategic transactions, and the issuance of any such securities pursuant to any such agreement or (g) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to the Company's stock plans that are described in the Pricing Prospectus or any assumed employee benefit plan contemplated by clause (e); provided that in the case of clauses (e) and (f), the aggregate number of shares of Stock that the Company may sell or issue or agree to sell or issue pursuant to clauses (e) and (f) shall not exceed 5% of the total number of shares of Stock issued and outstanding immediately following the completion of the transactions contemplated by this Agreement; and provided further that in the case of clauses (b) through (g) the Company shall (i) cause each recipient of such securities to execute and deliver to you, on or prior to the issuance of such securities, a lock-up agreement on substantially the same terms as the lock-up agreements referenced in Section 8(j) hereof for the remainder of the Company Lock-Up Period, and (ii) enter stop transfer instructions with the Company's transfer agent and registrar on such securities, which the Company agrees it will not waive or amend without the prior written consent of the Representatives;

(f) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; provided that no reports, documents or other information need to be furnished pursuant to this Section 5(f) to the extent they are available on the Commission's Electronic Data Gathering, Analysis and Retrieval System ("EDGAR");

(g) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to

you (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional information concerning the business and financial condition of the Company as you may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission); provided, however, that the Company shall not be required to provide documents that are available through EDGAR;

(h) To use its best efforts to list for quotation the Shares on the Nasdaq Stock Market Inc.'s National Market ("NASDAQ");

(i) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(j) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission's Informal and Other Procedures (16 CFR 202.3a);

(k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); *provided, however*, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred; and

(l) To promptly notify you if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Act and (ii) completion of the 90-day restricted period referred to in Section 5(e) hereof.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Selling Stockholder represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule III(a) hereto;

(b) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Section 5(d) Communications, other than

Section 5(d) Communications with the prior consent of the Representatives with entities that are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Section 5(d) Writings, other than those distributed with the prior consent of the Representatives that are listed on Schedule III(b) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Section 5(d) Communications;

(c) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending;

(d) Each Underwriter represents and agrees that any Section 5(d) Communications undertaken by it were with entities that are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a) under the Act;

(e) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Section 5(d) Writing any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Section 5(d) Writing prepared or authorized by it would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Section 5(d) Writing or other document which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein or any Selling Stockholder Information.

7. The Company and each of the Selling Stockholders covenant and agree with one another and with the several Underwriters that (a) the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company’s counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey (iv) all

fees and expenses in connection with listing the Shares on NASDAQ; (v) the filing fees incident to, and the reasonable fees and disbursements of counsel for the Underwriters in connection with, any required review by the Financial Industry Regulatory Authority of the terms of the sale of the Shares; (vi) the cost of preparing stock certificates, if applicable; (vii) the cost and charges of any transfer agent or registrar; and (viii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Shares, including without limitation, expenses associated with the production of road show slides, recorded media and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants (not including the Underwriters and their representatives) and the cost of aircraft and other transportation chartered in connection with the road show; provided, however, that the cost of any aircraft chartered in connection with the road show shall be paid 50% by the Company and 50% by the Underwriters; (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section and (b) such Selling Stockholder will pay or cause to be paid all costs and expenses incident to the performance of such Selling Stockholder's obligations hereunder which are not otherwise specifically provided for in this Section, including any fees and expenses of counsel for such Selling Stockholder (except to the extent that the Company may be required to pay or cause to be paid such fees and expenses of counsel pursuant to the Amended and Restated Registration Rights Agreement, dated as of October 27, 2016, by and among the Company and the other persons party thereto or the Company otherwise agrees to pay or cause to be paid such fees and expenses of counsel). It is understood, however, that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Selling Stockholders herein are, at and as of such Time of Delivery, true and correct, the condition that the Company and the Selling Stockholders shall have performed all of its and their obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been

issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Latham & Watkins LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to you, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Wilson Sonsini Goodrich & Rosati, counsel for the Company, shall have furnished to you their written opinion (in the form attached as Annex III hereto), dated such Time of Delivery, in form and substance satisfactory to you;

(d) The respective counsel for each of the Selling Stockholders, as indicated in Schedule II hereto, each shall have furnished to you their written opinion with respect to each of the Selling Stockholders for whom they are acting as counsel substantially in the form attached as Annex II hereto, dated such Time of Delivery;

(e) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, PricewaterhouseCoopers, LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you, to the effect set forth in Annex I hereto;

(f) (i) Neither the Company nor any of its subsidiaries, shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock (other than (A) the issuance by the Company of shares of Stock upon the exercise or settlement (including any “net” or “cashless” exercises or settlements) of stock options that are outstanding on the date hereof and described in the Pricing Prospectus, (B) the issuance by the Company of shares of capital stock upon the exercise of warrants outstanding on the date hereof and described in the Pricing Prospectus, and (C) the issuance by the Company of Stock or any securities convertible into, exchangeable for or that represent the right to receive shares of Stock, in each case pursuant to the Company’s equity incentive plans described in the Pricing Prospectus) or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders’ equity or results of operations of the Company and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Pricing Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it in your judgment impracticable

or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(g) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities, if any, by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities, if any;

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or on NASDAQ; (ii) a suspension or material limitation in trading in the Company's securities on NASDAQ; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(i) The Shares to be sold at such Time of Delivery shall have been duly listed for quotation on NASDAQ;

(j) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from the officers, directors and security holders of the Company listed on Schedule IV hereto, substantially to the effect set forth in Annex IV hereto;

(k) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement;

(l) The Company and the Selling Stockholders shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company and of the Selling Stockholders, respectively, satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Stockholders, respectively, herein at and as of such Time of Delivery, as to the performance by the Company and the Selling Stockholders of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to such other matters as you may reasonably request, and the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a) and (f) of this Section and as to such other matters as you may reasonably request; and

(m) The Company shall have furnished or caused to be furnished to you on the date hereof and at such Time of Delivery certificates of the chief financial officer of the Company substantially in the form of Annex V hereto.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or any Section 5(d) Writing, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided*, *however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any Section 5(d) Writing, in reliance upon and in conformity with written information furnished to the Company by an Underwriter through the Representatives expressly for use therein.

(b) Each Selling Stockholder will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with any Selling Stockholder Information furnished to the Company by such Selling Stockholder expressly for use therein; and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that such Selling Stockholder shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration

Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein; and provided, further, that the liability of such Selling Stockholder pursuant to this subsection (c) shall not exceed the net proceeds (net of any underwriting discounts and commissions but before deducting expenses) from the sale of the Shares sold by the Selling Stockholder hereunder (the "Selling Stockholder Proceeds").

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company and each Selling Stockholder against any losses, claims, damages or liabilities to which the Company or such Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any Section 5(d) Writing, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, or any Section 5(d) Writing, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and will reimburse the Company and each Selling Stockholder for any legal or other expenses reasonably incurred by the Company or such Selling Stockholder in connection with investigating or defending any such action or claim as such expenses are incurred.

(d) Promptly after receipt by an indemnified party under subsection (a), (b) or (c) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or

compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (d) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholders on the one hand or the Underwriters on the other and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, each of the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), (i) no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such

Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, (ii) the contribution by the Selling Stockholders pursuant to this subsection (e) shall not exceed the Selling Stockholder Proceeds and (iii) the Selling Stockholders shall be liable only to the extent that the relevant loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission, in each case, which relates to the Selling Stockholder made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with any Selling Stockholder Information furnished to the Underwriters by the Selling Stockholder expressly for use therein. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Company and the Selling Stockholders under this Section 9 shall be in addition to any liability which the Company and the Selling Stockholders may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company or any Selling Stockholder within the meaning of the Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company and the Selling Stockholders shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company and the Selling Stockholders that you have so arranged for the purchase of such Shares, or the Company or a Selling Stockholder notifies you that it has so arranged for the purchase of such Shares, you or the Company or the Selling Stockholders shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, then the Selling Stockholders shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, or if the Selling Stockholders shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Selling Stockholders to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholders, except for the expenses to be borne by the Company, the Selling Stockholders and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Selling Stockholders and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any of the Selling Stockholders, or any officer or director or controlling person of the Company, or any controlling person of any Selling Stockholder, and shall survive delivery of and payment for the Shares.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, neither the Company nor the Selling Stockholders shall then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason, any Shares are not delivered by or on behalf of the Selling Stockholders as provided herein, the Company will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale

and delivery of the Shares not so delivered, but the Company and the Selling Stockholders shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives; and in all dealings with any Selling Stockholder hereunder, you and the Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of such Selling Stockholder made or given by any or all of the Selling Stockholders.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department and to J.P. Morgan Securities LLC, 383 Madison Avenue, New York, NY 10179, Attention: Equity Syndicate Desk; if to any Selling Stockholder shall be delivered or sent by mail, telex or facsimile transmission to counsel for such Selling Stockholder at its address set forth in Schedule II hereto; if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; and if to any stockholder that has delivered a lock-up letter described in Section 8(j) hereof shall be delivered or sent by mail to his or her respective address provided in Schedule IV hereto or such other address as such stockholder provides in writing to the Company; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company or the Selling Stockholders by you on request; provided further that notices under subsection 5(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention: Control Room and J.P. Morgan Securities LLC, 383 Madison Avenue, New York, NY 10179, Attention: Equity Syndicate Desk;

Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Selling Stockholders, which information may include the name and address of their respective clients, as well as other information that will allow the underwriters to properly identify their respective clients.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Selling Stockholders and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company, any Selling Stockholder or any Underwriter, and their

respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. The Company and the Selling Stockholders acknowledge and agree that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Selling Stockholders, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or any Selling Stockholder, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or any Selling Stockholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or any Selling Stockholder on other matters) or any other obligation to the Company or any Selling Stockholder except the obligations expressly set forth in this Agreement and (iv) the Company and each Selling Stockholder has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company and each Selling Stockholder agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or any Selling Stockholder, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Selling Stockholders and the Underwriters, or any of them, with respect to the subject matter hereof.

18. **THIS AGREEMENT AND ANY MATTERS RELATED TO THIS TRANSACTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK. The Company agrees that any suit or proceeding arising in respect of this agreement or our engagement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.**

19. The Company, each Selling Stockholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

21. Notwithstanding anything herein to the contrary, the Company and the Selling Stockholders are authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company and the Selling Stockholders relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

[*signature page follows*]

If the foregoing is in accordance with your understanding, please sign and return to us five counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters, the Company and each of the Selling Stockholders. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Selling Stockholders for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

BlackLine, Inc.

By: ______________________________

Name:
Title:

[Signature Page to Underwriting Agreement]

Silver Lake Sumeru Fund, L.P.

By: ______________________________
Name:

Silver Lake Technology Investors Sumeru, L.P.

By: ______________________________
Name:

[Signature Page to Underwriting Agreement]

Accepted as of the date hereof:

Goldman Sachs & Co. LLC

By: ____
Name:
Title:

J.P. Morgan Securities LLC

By: ____
Name:
Title:

[Signature Page to Underwriting Agreement]

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman Sachs & Co. LLC	[●]	[●]
J.P. Morgan Securities LLC	[●]	[●]
Pacific Crest Securities, a division of KeyBanc Capital Markets Inc.	[●]	[●]
Raymond James & Associates, Inc.	[●]	[●]
William Blair & Company, L.L.C.	[●]	[●]
JMP Securities LLC	[●]	[●]
Total	[●]	[●]

SCHEDULE II

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
Silver Lake Sumeru Fund, L.P. (a)	[●]	[●]
Silver Lake Technology Investors Sumeru, L.P. (a)	[●]	[●]
Total	[●]	[●]

(a) This Selling Stockholder is represented by Kirkland & Ellis LLP.

SCHEDULE III

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

[None.]

(b) Additional documents incorporated by reference

None.

(c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package

The initial public offering price per share for the Shares is $[●].

The number of Shares purchased by the Underwriters is [●].

(d) Section 5(d) Writings

None.

ANNEX IV

Form of Lock-Up Letter

BlackLine, Inc.

Lock-Up Agreement

, 2017

Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198

J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

Re: BlackLine, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, as representatives (the "Representatives"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with BlackLine, Inc., a Delaware corporation (the "Company") and certain selling stockholders, providing for a public offering of the common stock (the "Common Stock"), of the Company (the "Shares") pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph, the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Common Stock of the Company, or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the "Undersigned's Shares"). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Shares.

The lock-up period will commence on the date of this Lock-Up Agreement and continue for 90 days after the date of the public offering (the "Public Offering") set forth on the final prospectus used to sell the Shares (the "Public Offering Date") pursuant to the Underwriting Agreement (the "Lock-Up Period").

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, (iii) by will or intestate succession upon the death of the undersigned, provided that the transferee agrees to be bound in writing by the restrictions set forth herein, (iv) acquired in open market transactions on or after the Public Offering Date, (v) to the Company in connection with the repurchase of shares of Common Stock issued pursuant to an employee benefit plan disclosed in the final prospectus used for the Public Offering, (vi) in connection with the "net" or "cashless" exercise or settlement of stock options, restricted stock units or other equity awards (including the transfer for the payment of taxes due as a result of such exercise whether by means of a "net settlement" or otherwise; provided that any such transfer shall only be permitted to the Company) pursuant to an employee benefit plan disclosed in the final prospectus used for the Public Offering; provided, that any such shares of Common Stock received upon such exercise or settlement shall be subject to the terms of this Lock-Up Agreement; provided further, that if the undersigned is subject to Section 16 reporting with respect to the Company under the Exchange Act, any such exercise or settlement relates solely to stock options, restricted stock units or other equity awards that would otherwise expire during the Lock-Up Period, (vii) by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement; provided, that each such transferee executes an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Lock-Up Agreement, (viii) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) transfers of the Undersigned's Shares to another corporation, partnership, limited liability company, trust, limited partner, general partner or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned or that is an investment vehicle controlled or managed by affiliates of the undersigned or (B) as part of a distribution without consideration by the undersigned to its stockholders, partners, members or other equity holders, provided that in the case of any transfer contemplated in (A) or (B) above, it shall be a condition of such transfer that each transferee thereof agree to be bound in writing by the restrictions set forth herein, (ix) pursuant to any *bona fide* third party tender offer, merger, consolidation or other similar transaction made to all holders of the Company's capital stock involving a change of control of the Company; provided, that in the event that such tender offer, merger, consolidation or other such transaction is not completed, the Undersigned's Shares shall remain subject to the provisions of this Lock-Up Agreement, (x) to the Underwriters pursuant to the Underwriting Agreement, or (xi) with the prior written consent of Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC on behalf of the Underwriters. With respect to clauses (i) through (viii) above, it shall be a condition to such transfer that no filing under Section 16(a) of the Exchange Act nor any other public filing or disclosure of such transfer by or on behalf of any person shall be required or voluntarily made in connection with such transfer (other than a filing on Form 5 not filed during the Lock-Up Period); provided, however, that for the purpose of clause (vi) above, filings under Section 16(a) of the Exchange Act shall be permissible if such filings relate solely to "net" or "cashless" exercises or settlements of stock options, restricted stock units or other equity awards that would otherwise expire during the Lock-Up Period and any such filing include a statement to the effect that such transfer is being made in connection with a "net" or "cashless" exercise or settlement of stock options, restricted stock units or other equity awards, and the undersigned provides written notice to Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC no later than two business days prior to making any such filings. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin and "change of control" shall mean the consummation of any *bona fide* third party tender offer, merger,

consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, becomes the beneficial owner of 90% or more of the total voting power of the voting stock of the Company. The undersigned now has, and, except as contemplated by clauses (i) through (xi) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

In addition, no provision herein shall be deemed to restrict or prohibit the exercise or exchange by the undersigned of any (i) option or warrant to acquire shares of Common Stock, or (ii) any other security exchangeable or exercisable for, or convertible into, Common Stock that, in the case of any securities referred to in clauses (i) or (ii), are described in the prospectus used to sell the Shares, and are outstanding on the Public Offering Date or issued during the Lock-Up Period; provided that (a) any "net" or "cashless" exercise or settlement shall comply with clause (vi) in the immediately preceding paragraph, (b) any Common Stock acquired by the undersigned upon any such exercise, exchange or conversion will also be subject to this Lock-Up Agreement and (c) the undersigned does not transfer the Common Stock acquired on such exercise, exchange or conversion during the Lock-Up Period, unless otherwise permitted pursuant to the terms of this Lock-Up Agreement.

Notwithstanding anything to the contrary contained herein, the undersigned may enter into a written trading plan established pursuant to Rule 10b5-1 of the Exchange Act during the Lock-Up Period, provided that no direct or indirect offers, sales, contracts to sell, pledges, sales of any option to purchase or other disposals of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock may be effected pursuant to such plan during the Lock-Up Period, and provided that no public disclosure of any such action or the establishment of such plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company during the Lock-Up Period.

In the event that Goldman Sachs & Co. LLC withdraws from or declines to participate in the Public Offering, all references to Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC contained in this letter shall be deemed to refer to J.P. Morgan Securities LLC, and in such event, any written consent, waiver or notice given or delivered in connection with this Lock-Up Agreement by J.P. Morgan Securities LLC shall be deemed to be sufficient and effective for all purposes under this Lock-Up Agreement. In the event that J.P. Morgan Securities LLC withdraws from or declines to participate in the Public Offering, all references to Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC contained in this Lock-Up Agreement shall be deemed to refer to Goldman Sachs & Co. LLC, and in such event, any written consent, waiver or notice given or delivered in connection with this letter by Goldman Sachs & Co. LLC shall be deemed to be sufficient and effective for all purposes under this Lock-Up Agreement.

If the Representatives consent to the disposition by any Significant Institutional Holder (as defined below) (a "Released Holder") of an aggregate number of shares of Common Stock (i) having a fair market value in excess of $10.0 million or (ii) in excess of 10% of the total number of shares of Common Stock outstanding immediately following the completion of the Public Offering, the Representatives shall use commercially reasonable efforts to notify the Company in writing, at least two business days before the date when such Released Holder can dispose of such shares, specifying that date and the percentage of such Released Holder's shares that may be sold. At the time that such Released Holder is permitted to dispose of such shares, the undersigned will

automatically be released from the restrictions in this letter as to the same percentage of the undersigned's shares of Common Stock (the "Pro Rata Release"). The Pro Rata Release shall not apply if the disposition by such Released Holder is in connection with an underwritten public offering of shares of the Company's Common Stock, regardless of whether or not such offering is wholly or partially a secondary offering. The undersigned acknowledges that the Underwriters are under no obligation to inquire into whether, or to ensure that, the Company notifies the undersigned of the delivery by the Representatives on behalf of the Underwriters of any such release notice, which is a matter between the undersigned and the Company. For purposes of this Lock-Up Agreement, each of the following persons is a "Significant Institutional Holder": each record or beneficial owner other than any director or executive officer of the Company, as of the date hereof, of more than 20% of the outstanding shares of Common Stock of the Company (for purposes of determining record or beneficial ownership of a stockholder, all shares of Common Stock held by investment funds affiliated with such stockholder shall be aggregated).

Notwithstanding anything to the contrary contained herein, this Lock-Up Agreement will automatically terminate and the undersigned will be released from all of his, her or its obligations hereunder upon the earliest to occur, if any, of (i) the Company advises Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC in writing prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (ii) the Company files an application with the SEC to withdraw the registration statement related to the Public Offering, (iii) the Underwriting Agreement is executed but is terminated (other than the provisions thereof that survive termination) prior to payment for and delivery of the shares of Common Stock to be sold thereunder, (iv) the date that is 21 days after the date hereof if the Underwriting Agreement has not been executed on or prior to such date, or (v) July 31, 2017, in the event that the offering contemplated by the Underwriting Agreement has not been completed by such date. The terms of this Lock-Up Agreement shall not be amended without the prior written consent of the undersigned.

Notwithstanding anything herein to the contrary, affiliates of the undersigned that have not separately signed a lock-up agreement may engage in brokerage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, asset management, trading, market making, arbitrage, principal investing and other similar activities conducted in the ordinary course of their affiliates' business, other than with respect to the Undersigned's Shares. For the avoidance of doubt, it is acknowledged and agreed that (i) any entity (other than the undersigned) in which any of the undersigned's affiliated investment funds may now or in the future have an investment and (ii) any entity (other than the undersigned) on whose board of directors one or more of the undersigned's officers may now or in the future serve, shall not be deemed subject to, or bound by, this Lock-Up Agreement, in part or in its entirety; provided, however, that this sentence will not apply to any hedging of or other transaction in the Undersigned's Shares or shares held by transferees of the Undersigned's Shares that receive any such shares pursuant to any exception set forth in the fourth paragraph of this letter.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns. This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

Very truly yours,

____

Name:
Title:

Signature Page to BlackLine, Inc. Lock-Up Agreement

Exhibit 5.1

WSGR Wilson Sonsini Goodrich & Rosati
PROFESSIONAL CORPORATION

650 Page Mill Road
Palo Alto, CA 94304-1050

PHONE 650.493.9300
FAX 650.493.6811
www.wsgr.com

May 22, 2017

BlackLine, Inc.
21300 Victory Boulevard, 12th Floor
Woodland Hills, CA 91367

Re: <u>Registration Statement on Form S-1</u>

Ladies and Gentlemen:

This opinion is furnished to you in connection with the Registration Statement on Form S-1 (Registration No. 333- 217981), as amended (the "***Registration Statement***"), filed by BlackLine, Inc. (the "***Company***") with the Securities and Exchange Commission in connection with the registration under the Securities Act of 1933, as amended, of 4,000,000 shares of the Company's common stock, $0.01 par value per share to be sold by certain selling stockholders (the "***Selling Stockholders***") (including up to 521,739 shares that may be sold upon exercise of an option granted to the underwriters by the Selling Stockholders) (the "***Shares***"). We understand that the Shares are to be sold to the underwriters for resale to the public as described in the Registration Statement and pursuant to an underwriting agreement, substantially in the form filed as an exhibit to the Registration Statement, to be entered into by and among the Company, the Selling Stockholders and the underwriters (the "***Underwriting Agreement***").

We are acting as counsel for the Company in connection with the sale of the Shares by the Selling Stockholders. In such capacity, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary for the purposes of rendering this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity with the originals of all documents submitted to us as copies, the authenticity of the originals of such documents and the legal competence of all signatories to such documents.

We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware (including the statutory provisions and all applicable judicial decisions interpreting those laws) and the federal laws of the United States of America.

On the basis of the foregoing, we are of the opinion that the Shares to be sold by the Selling Stockholders have been duly authorized and are validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and we consent to the reference of our name under the caption “Legal Matters” in the prospectus forming part of the Registration Statement.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

Exhibit 10.26

FIFTH AMENDMENT TO OFFICE LEASE

This Fifth Amendment to Office Lease (this "**Fifth Amendment**"), dated October 6, 2016, is made by and between DOUGLAS EMMETT 2008, LLC, a Delaware limited liability company ("**Landlord**"), and BLACKLINE SYSTEMS, INC., a California corporation ("**Tenant**").

WHEREAS,

A. Landlord, pursuant to the provisions of that certain Office Lease, dated November 22, 2010 and a certain Memorandum of Lease Term Dates and Rent dated April 21, 2011 (the "**Original Memorandum**", and collectively, the "**Original Lease**"); as amended by a certain First Amendment to Office Lease dated August 14, 2012 (the "**First Amendment**"); as further amended by a certain Second Amendment to Office Lease dated December 26, 2013 (the "**Second Amendment**") and as further amended by a certain Third Amendment to Office Lease dated June 24, 2014, (the "**Third Amendment**"), as further amended by a certain Fourth Amendment to Office Lease dated January 29, 2015 (the "**Fourth Amendment**"), a Memorandum Of Lease Term Dates And Rent dated May 12, 2015 ("**Memorandum Re Third Amendment**" and together with the Original Lease, Original Memorandum, the First Amendment, Third Amendment, Fourth Amendment, the "**Lease**"), leased to Tenant and Tenant leased from Landlord space in the property located at 21300 Victory Boulevard, Woodland Hills, California 91367 (the "**Building**"), commonly known as Suites 1000, 1050, 1070 1100, 1150, 1180, 1185, 1190, 1195 and 1200 (collectively, the "**Premises**");

B. Tenant has requested Landlord's consent to install two (2) electric vehicle charging stations (collectively, the two (2) stations, identification signage and all related equipment and wiring, including, without limitation conduit(s), transformers and submeter(s), shall be referred to as the "**EVCS**") in the Building parking facility in the location shown on Exhibit A attached hereto, which Tenant will have the exclusive right to use as two (2) reserved parking stalls; and

C. Landlord has consented to Tenant's request subject to all of the terms and conditions of this Fifth Amendment.

NOW, THEREFORE, in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the sufficiency of which Landlord and Tenant hereby acknowledge, Landlord and Tenant agree:

1. Confirmation of Defined Terms. Unless modified herein, all terms previously defined and capitalized in the Lease shall hold the same meaning for the purposes of this Fifth Amendment.

2. Installation of EVCS. Landlord hereby approves the installation by Tenant of Tenant's EVCS in the locations shown on Exhibit A. All costs and expenses of planning, permitting, installation, electricity consumption, insurance (if reasonably required by Landlord's property management), and repair and maintenance of the EVCS shall be paid by Tenant.

Tenant shall perform the installation of the EVCS (the "**EVCS Work**") (a) using licensed contractors approved in advance by Landlord; provided, however, Moffa Electrical Engineering Inc. and SemaConnect are hereby approved by Landlord; (b) in good workmanlike manner and in accordance with applicable law and plans and specifications approved in advance by Landlord; provided, however, Landlord hereby approves the plans and specifications attached hereto as Exhibit B; (c) in a manner so as not to unreasonably disturb tenants and their invitees or impair their access into and out of the Building parking facilities or any Common Areas; and (d) during such reasonable time periods as prescribed by Landlord. With respect to all matters subject to Landlord's approval under the foregoing subsections (a) and (b), Landlord's approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall timely pay all contractors performing the EVCS Work. If any liens arise against the Building as a result of the EVCS Work, Tenant shall promptly, at Tenant's sole expense, remove such liens and provide Landlord evidence that the title to the Building has been cleared of such liens. The contractors

performing the EVCS Work shall be subject to Landlord's reasonable rules and regulations for contractors working in the Project (including, without limitation, insurance requirements). Landlord and Tenant shall meet and confer at mutually acceptable times to review Tenant's plans and schedule the EVCS Work.

3. Payment for Electrical Consumption. Landlord shall read the submeter(s) that will record electrical consumption by the EVCS and bill Tenant for the cost thereof monthly. Tenant shall pay the amount of the electrical bill to Tenant within thirty (30) days after Tenant's receipt of the invoice.

4. Restoration. The EVCS shall be and remain Tenant's property, and Tenant may remove or replace the same from time to time, including, without limitation, at the expiration or earlier termination of the Lease Term; however, Tenant may, at Tenant's option, leave the EVCS in their then existing area and condition at the expiration or earlier termination of the Term, unless Landlord shall advise Tenant in writing, at least ninety (90) days prior to the expiration or earlier termination of the Term, that Landlord desires to, at no cost to Landlord, require Tenant to remove the EVCS at the end of the Term and restore the area to the condition existing immediately prior to installation of the EVCS (subject to reasonable wear and tear and casualty damage) at Tenant's sole cost.

5. Parking Permits. Effective on December 1, 2016 Tenant shall have the obligation to purchase two (2) reserved parking permits each month during the remainder of the Term for the stalls identified in Exhibit A attached hereto (without limiting in any manner Tenant's parking permits or other parking rights granted under the Lease) at the discounted parking rates specified in Section 10.3 of the Third Amendment. The two (2) reserved permits shall be taken from Tenant's current allocation of reserved parking permits and shall not be in addition to its current allocation of parking permits.

6. Warranty of Authority. If Landlord or Tenant signs as a corporation, or a limited liability company or a partnership, each of the persons executing this Fifth Amendment on behalf of Landlord or Tenant hereby covenants and warrants that the applicable entity executing herein below is a duly authorized and existing entity that is qualified to do business in California; that the person(s) signing on behalf of either Landlord or Tenant have full right and authority to enter into this Fifth Amendment; and that each and every person signing on behalf of either Landlord or Tenant are authorized in writing to do so.

7. Confidentiality. Landlord and Tenant agree that, except for matters or record or as required by applicable law, the covenants and provisions of this Fifth Amendment shall not be divulged to anyone not directly involved in the management, administration, ownership, lending against, or subleasing of the Premises, other than Tenant's or Landlord's counsel-of-record or leasing or sub-leasing broker of record.

8. Governing Law. The provisions of this Fifth Amendment shall be governed by the laws of the State of California.

9. Reaffirmation. Landlord and Tenant acknowledge and agree that the Lease, as amended herein, constitutes the entire agreement by and between Landlord and Tenant relating to the Premises, and supersedes any and all other agreements written or oral between the parties hereto. Furthermore, except as modified herein, all other covenants and provisions of the Lease shall remain unmodified and in full force and effect.

10. Civil Code Section 1938 Disclosure. Pursuant to California Civil Code Section 1938, Landlord hereby discloses that the Premises have not undergone an inspection by a Certified Access Specialist to determine whether the Premises meet all applicable construction-related accessibility standards.

11. Counterpart Signatures. This Fifth Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree to accept a digital image (including in PDF format) of this Fifth Amendment, as executed, as a true and correct original.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this document, effective as of the later of the date(s) written below.

LANDLORD:

DOUGLAS EMMETT 2008, LLC, a Delaware limited liability company

By: Douglas Emmett Management, Inc.,
a Delaware corporation, its Manager

By: /s/ Andrew B. Goodman
Andrew B. Goodman
Senior Vice President

Dated: 11/22/16

TENANT:

BLACKLINE SYSTEMS, INC., a California corporation

By: /s/ Karole Morgan-Prager
Name: Karole Morgan-Prager
Title: Chief Legal and Administrative Officer

Dated: 11/18/16

EXHIBIT A
LOCATION OF EVCS

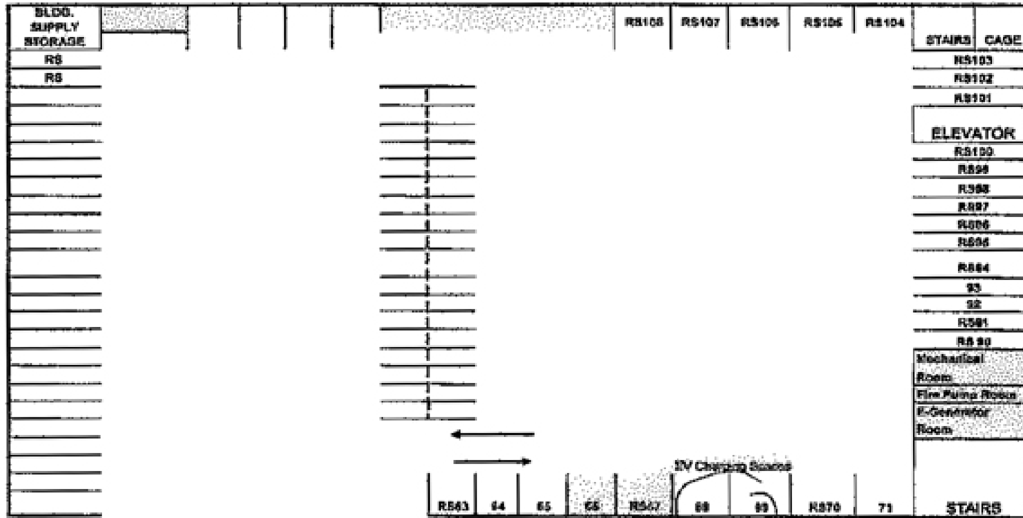
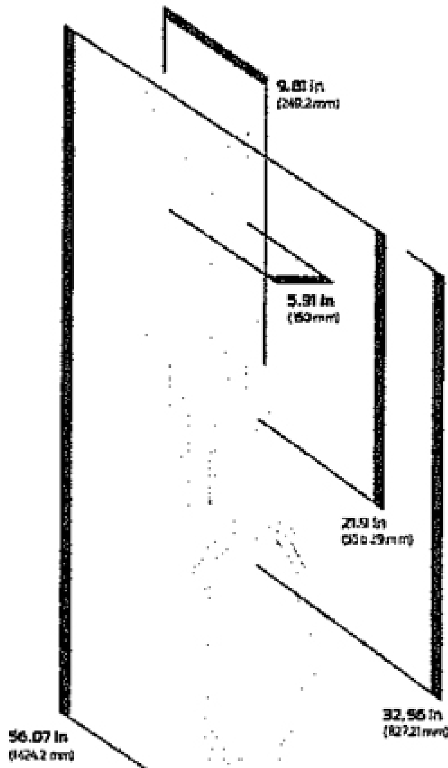


EXHIBIT B
APPROVED PLANS AND SPECIFICATIONS FOR EVCS

ChargePro™

Tech Specs



Power Specification	
AC Power Source	208/240V, center grounded, 60Hz supply
Power to Electric Vehicle	30A maximum, 7.2kW@240VAC
Branch Circuit Protector	2-pole, common trip, 40AMP
Vehicle-to-Charger Connection	SAE J1772™ EV Connector via 18ft Cable
Energy Metering Accuracy	1% at 5min intervals; 0.5% capable
Standby Power	5 mA typical
Safety Specification	
Personnel Protection System	Charging Circuit Interrupting Device (CCID) Trip Threshold 5mA, CCID 5 per UL2231-2, Auto reset with 15min delay
Automotive Unplug Detection	Charger output voltage terminated
Codes and Standards Compliance	UL 2231-1, 2231-2 and UL2594 compliant, NEC Article 625 compliant
Network Specification	
Wide Area Network	Commercial CDMA or GPRS cellular network
Network Security	128-bit AES Encryption
Smart Card Reader	ISO 15693 (iCLASS), ISO14443 (MIFARE, DESFIRE)
Charger Status Displays	
LED Array	270° visibility, multi-color visual status indicator
LCD Screen	2 lines, 16 characters per line, backlit
Environmental Specs	
Outdoor Rated	NEMA 3R
Operating Humidity	Up to 95% non-condensing
Operating Temperature	-22 °F to 122 °F (-30 °C to +50 °C)
Other Specifications	
Surge Protection	6kV@ 3,000A per UL 2231-2,
EMC Compliance	FCC Part 15 Class A, IC RSS-210
Approx. Shipping Weights	Head unit and cable: 35 lbs, Bollard pedestal: 22lbs, Wall mount bracket: 6lbs
Dimensions	18in high x 8in wide x 6in deep

Get the software that makes the **ChargePro** smart:

Exhibit 10.27

SIXTH AMENDMENT TO OFFICE LEASE

This Sixth Amendment to Office Lease (the "**Sixth Amendment**"), dated May 10, 2017, is made by and between DOUGLAS EMMETT 2008, LLC, a Delaware limited liability company ("**Landlord**"), and BLACKLINE SYSTEMS, INC., a California corporation ("**Tenant**").

WHEREAS,

A. Landlord, pursuant to the provisions of that certain Office Lease, dated November 22, 2010 and a certain Memorandum of Lease Term Dates and Rent dated April 21, 2011 (the "**Original Memorandum**", and collectively, the "**Original Lease**"); as amended by a certain First Amendment to Office Lease dated August 14, 2012 (the "**First Amendment**"); as further amended by a certain Second Amendment to Office Lease dated December 26, 2013 (the "**Second Amendment**") and as further amended by a certain Third Amendment to Office Lease dated June 24, 2014, (the "**Third Amendment**"), as further amended by a certain Fourth Amendment to Office Lease dated January 29, 2015 (the "**Fourth Amendment**"), a Memorandum Of Lease Term Dates And Rent dated May 12, 2015 ("**Memorandum Re Third Amendment**"), a Fifth Amendment to Office Lease dated October 6, 2016 (the "**Fifth Amendment**", and together with the Original Lease, Original Memorandum, the First Amendment, Second Amendment, Third Amendment, Memorandum Re Third Amendment, and Fourth Amendment, the "**Lease**"), leased to Tenant and Tenant leased from Landlord space in the property located at 21300 Victory Boulevard, Woodland Hills, California 91367 (the "**Building**"), commonly known as Suites 1000, 1100, and 1200 (collectively, the "**Existing Premises**");

B. Tenant wishes to expand its occupancy within the Building to include a lease of the Ninth Floor Expansion Premises (as defined below in this Sixth Amendment); and

C. The Term of the Lease for the Existing Premises expires at midnight on January 31, 2023, which Term shall be extended for twelve (12) months as provided in this Sixth Amendment to be co-terminus with Tenant's lease of the Ninth Floor Expansion Premises.

Landlord and Tenant, for their mutual benefit, wish to revise certain other covenants and provisions of the Lease.

NOW, THEREFORE, in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the sufficiency of which Landlord and Tenant hereby acknowledge, Landlord and Tenant agree:

1. Confirmation of Defined Terms. Unless modified herein, all terms previously defined and capitalized in the Lease shall hold the same meaning for the purposes of this Sixth Amendment.

2. Ninth Floor Expansion Premises; Must-Take Increments. As used in this Sixth Amendment, the "**Ninth Floor Expansion Premises**" shall mean the entire ninth (9th) floor of the Building which shall be designated as Suite 900. The Ninth Floor Expansion Premises are depicted on Exhibit A attached hereto and made a part hereof by this reference. The Usable Area of the Ninth Floor Expansion Premises is 20,171 square feet and the Rentable Area of the Ninth Floor Expansion Premises is 22,094 square feet. Tenant's occupancy and obligation to pay Rent for the Ninth Floor Expansion Premises shall occur in three phases on the dates set forth below in Section 5.3: the first phase, consisting of a Rentable Area of 10,000 square feet ("**Ninth Floor Expansion Premises A**"), which for Landlord's internal accounting purposes only shall be designated as Suite 900A; the second phase, consisting of a Rentable Area of 6,047 square feet ("**Ninth Floor Expansion Premises B**"), which for Landlord's internal accounting purposes only shall be designated as Suite 900B and the third phase, consisting of 6,047 square feet ("**Ninth Floor Expansion Premises C**"), which for Landlord's internal accounting purposes only shall be designated as Suite 900C. Upon the Ninth Floor Expansion Premises Delivery Date (as defined below in Section 3.1), Tenant shall be entitled to construct certain Improvements in the entire Ninth Floor Expansion Premises in accordance with Exhibit B attached hereto and made a part hereof by this reference. The rentable square footage for each has been stipulated to by the parties. Landlord represents and warrants that the Usable Area of the Ninth Floor Expansion Premises has been measured by Stevenson Systems, Inc., an independent planning firm, using the 2010 ANSI/BOMA Standard set forth collectively by the American National Standards Institute and the Building Owners and Managers Association, as a guideline.

3. Delivery Date; Lease Term for Ninth Floor Expansion Premises.

3.1 Delivery Date. The date Landlord grants Tenant exclusive use of and full access to the Ninth Floor Expansion Premises in the condition required in Section 3.2 below shall be referred to as the "**Ninth Floor Expansion Premises Delivery Date**". The actual Ninth Floor Expansion Premises Delivery Date, once established, shall be documented in a letter prepared by Landlord and executed by Landlord and Tenant promptly after the Ninth Floor Expansion Premises Delivery Date occurs. The anticipated Ninth Floor Expansion Premises Delivery Date is July 15, 2017. Landlord represents and warrants to Tenant that Suite 955 (a portion of the Ninth Floor Expansion Premises comprised of 1,254 rentable square feet) is currently occupied by a tenant pursuant to a lease with Landlord (the "**Suite 955 Lease**"). No other premises on the ninth floor of the Building is occupied or leased or in any way encumbered (except to the extent encumbered by the deed of trust of Bank of America, N.A. as identified in the Bank of America, N.A. SNDA (as defined in Section 9.5 below)). Commencing not later than the date of mutual execution of this Sixth Amendment, Landlord shall, at Landlord's sole cost and expense, use its diligent best efforts to enforce the relocation provisions of the Suite 955 Lease, relocate the existing tenant to other space in the Building and/or require the existing tenant to vacate and surrender possession of Suite 955 on or before July 15, 2017. Once Landlord has possession of Suite 955, Landlord shall, as soon as reasonably possible, deliver the entire Ninth Floor Expansion Premises to Tenant in the condition required in Section 3.2 below in all material respects. If Landlord is unable, despite using its diligent best efforts, to deliver possession of the Ninth Floor Expansion Premises to Tenant on or before July 15, 2017 due to the existing tenant remaining in occupancy of Suite 955, this Sixth Amendment shall not be void or voidable, nor shall Landlord be liable to Tenant for any damage resulting from Landlord's inability to deliver such possession. The Ninth Floor Expansion Premises Delivery Date shall not be deemed to have occurred until the entire Ninth Floor Expansion Premises has been delivered to Tenant in the condition required in Section 3.2 below in all material respects. Landlord acknowledges that the date Tenant is able to commence construction of the Improvements in the Ninth Floor Expansion Premises is a material inducement to Tenant's agreement to enter into this Sixth Amendment. If the Ninth Floor Expansion Premises Delivery Date has not occurred on or before August 31, 2017 ("**Outside Delivery Date**") for any reason except a delay caused by the Tenant, then, Tenant shall receive a day for day abatement of Rent due for the entire Ninth Floor Expansion Premises for each day after the Outside Delivery Date that the Ninth Floor Expansion Premises Delivery Date has not occurred provided, however, such Outside Delivery Date shall be extended one (1) day for each day the Ninth Floor Expansion Premises Delivery Date has not occurred solely as a result of Force Majeure; provided further, however, such Outside Delivery Date shall not be extended more than a maximum aggregate combined total of thirty (30) days as a result of Force Majeure. Any such abatement shall be applied to, and offset against, Rent next becoming due and payable under the Lease for the Ninth Floor Expansion Premises and shall continue to be applied to, and offset against, such Rent until the amount of abatement to which Tenant is entitled under this paragraph is exhausted. If the Ninth Floor Expansion Premises Delivery Date has not occurred on or before thirty (30) days after the Outside Delivery Date (as may be extended in accordance with the terms of this Section 3.1), then Tenant shall have the right to terminate this Sixth Amendment (in which event all prepaid amounts shall be promptly refunded to Tenant), by giving written notice to Landlord within ten (10) business days after such failure. Landlord shall have five (5) business days after receipt of such notice to cure such failure and, if Landlord has not cured the matter within such time period, this Sixth Amendment shall terminate. If such notice of termination is not so given by Tenant within said ten (10) business day time period, then this Sixth Amendment shall continue in full force and effect.

3.2 Delivery Conditions. Except as otherwise set forth in this Sixth Amendment, on the Ninth Floor Expansion Premises Delivery Date Landlord shall, at Landlord's sole cost and expense and not as part of the Allowance (as defined in Exhibit B attached hereto), deliver exclusive possession of the Ninth Floor Expansion Premises to Tenant, in accordance with the base building definition attached hereto as Exhibit C, in broom-clean condition and free of any tenancies (and with all personal property of any prior occupants

removed), subject to Landlord's obligations under the Lease and this Sixth Amendment. Tenant shall accept the Ninth Floor Expansion Premises, in its "as-is" condition, on the Ninth Floor Expansion Premises Delivery Date, and subject to (a) Landlord's ongoing repair and maintenance obligations under the Lease and this Sixth Amendment, (b) any latent defects of which Tenant notifies Landlord in writing within twelve (12) months after the Ninth Floor Expansion Premises Delivery Date, and (c) subject to the following representations and warranties by Landlord as of the Delivery Date: (i) the Building and mechanical systems serving the Ninth Floor Expansion Premises shall be in proper working order and repair; and (ii) the Building systems serving the Ninth Floor Expansion Premises shall provide electrical and HVAC capacity for Building standard office use consistent with Class A buildings in the Woodland Hills Area. Prior to the use of or construction in the Ninth Floor Expansion Premises Delivery Date, Tenant shall deliver to Landlord a copy of its certificate of insurance evidencing the insurance required under Article 19 of the Lease for the Ninth Floor Expansion Premises.

3.3 Construction in the Ninth Floor Expansion Premises. Tenant's use of the Ninth Floor Expansion Premises from and after the Ninth Floor Expansion Premises Delivery Date and until the date Fixed Monthly Rent commences for Ninth Floor Expansion Premises A (the "**Construction Period**") shall be upon all of the terms and conditions of the Lease, as amended (including required insurance coverage), except that Tenant shall not be obligated to pay Fixed Monthly Rent or Additional Rent for the Ninth Floor Expansion Premises except as and when required as specified in Section 5.3 below. During the Construction Period and during Normal Business Hours, Tenant shall not be obligated to pay for Building standard HVAC, provided that Tenant shall pay for Excess HVAC in accordance with the terms and conditions of the Lease, and any above-standard janitorial or security services voluntarily requested by Tenant (janitorial service will not be provided during construction in the Ninth Floor Expansion Premises unless requested and paid for by Tenant; janitorial services during the Term is further described in Section 9.11 below). Tenant's contractor parking and other vendor parking and, subject to reasonable advance scheduling, their use of the freight elevator(s), loading docks, hoists and customary and reasonable like items during the Construction Period shall be free of charge if used in connection with the Improvements. Landlord shall make available reasonably sufficient parking in the Building parking facility for such contractors and vendors. During the Construction Period Tenant shall be subject to Landlord's reasonable administrative control and supervision with respect to the Ninth Floor Expansion Premises. Tenant shall be entitled to construct the Improvements in the Ninth Floor Expansion Premises and Existing Premises in accordance with and subject to the terms of Exhibit B. To Landlord's knowledge, Landlord has received no written notice in effect as of the date of this Sixth Amendment of any Code or other legal violations relating to the Ninth Floor Expansion Premises or relating to the Building that would increase the cost of, or time to construct, the Improvements. Tenant shall be responsible for Code compliance within the Ninth Floor Expansion Premises and the Improvements to be constructed, such as but not limited to restrooms, exiting modifications due to the configuration of the Ninth Floor Expansion Premises (and the anticipated demolition by Tenant of the multi-tenant corridor) or fire life safety requirements and improvements required by applicable law for the Ninth Floor Expansion Premises, subject to Landlord's obligations under the Lease.

3.4 Term Commencement Date and Term; Rent Commencement and Occupancy Dates. The term of the lease by Tenant of the Ninth Floor Expansion Premises (the "**Ninth Floor Expansion Premises Term**") shall commence on the earlier of December 18, 2017, which date is subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay, or the date Tenant occupies any material portion of the Ninth Floor Expansion Premises and conducts material business therein (in a manner that would indicate Tenant has commenced the conduct of business in the Ninth Floor Expansion Premises) during such occupancy (the "**Ninth Floor Expansion Premises Commencement Date**") and shall continue through 11:59 p.m. on January 31, 2024 (which shall be the revised "**Termination Date**" for all purposes in the Lease). Notwithstanding the foregoing, if for any reason (other than Tenant's failure to accept delivery of the Ninth Floor Expansion Premises when offered by Landlord), the Ninth Floor Expansion Premises Delivery Date has not occurred on or before July 21, 2017, the Ninth Floor Expansion Premises Commencement Date shall be the earlier of the 150th day after the Ninth Floor Expansion Premises Delivery Date, which 150-day period is subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay, or the date Tenant occupies any material portion of the Ninth Floor Expansion Premises and conducts material business therein during such occupancy (in a manner that

would indicate Tenant has commenced the conduct of business in the Ninth Floor Expansion Premises) and the Termination Date shall be 11:59 p.m. on the last calendar day of the month occurring seventy-three (73) months after the Ninth Floor Expansion Premises Commencement Date. Notwithstanding the foregoing, in the event the Ninth Floor Expansion Premises Commencement Date is extended because of a Landlord Delay, Force Majeure and/or Governmental Delay (as defined in Section 3.5 below), and/or the Ninth Floor Expansion Premises Delivery Date occurs after July 21, 2017, then the Termination Date shall not be later than April 30, 2024 (subject to Tenant's extension rights under the Lease). Upon the occurrence of the Ninth Floor Expansion Premises Commencement Date, the defined "Premises" shall consist of the Existing Premises and the Ninth Floor Expansion Premises.

3.5 Rent and Occupancy Commencement Dates. Notwithstanding the occurrence of the Ninth Floor Expansion Premises Commencement Date, Tenant's occupancy of the Ninth Floor Expansion Premises and Tenant's obligation to pay Fixed Monthly Rent shall occur in three phases. For the avoidance of any doubt, all of the dates set forth in this Section 3.5 shall be extended on a day-for-day basis for each day on which there is Landlord Delay, Force Majeure and/or "**Governmental Delay**". Governmental Delay shall mean an actual delay in constructing the Improvements caused by delay in plan check, permitting or inspections by the City of Los Angeles Department of Building and Safety (the "**City**") that would not reasonably be anticipated by a prudent architectural services or project management professional who is experienced in planning tenant improvements in high rise office buildings and knowledgeable about the City's plan check, permitting and inspection processes and time periods (including, without limitation, expected plan check time periods for Title 24), and are not due to (a) errors or omissions by Tenant, its architect or its contractors; (b) change orders requested by Tenant or any revisions in Tenant's Plans and Specifications that require approval by the City after the City has approved the Plans and Specifications or (c) delays caused by Tenant. Landlord and Tenant acknowledge and agree that parties agreed upon a build out period of approximately five (5) months (subject to extension, as set forth in this Sixth Amendment). Governmental Delay shall not include any delay caused by Tenant's failure to use its diligent commercially reasonable efforts to timely design, plan and submit for permitting all necessary construction documents. If Tenant claims that a Governmental Delay has occurred, Tenant shall, as a condition to receiving an extension of the Ninth Floor Expansion Premises Commencement Date as a result of such Governmental Delay in question, deliver notice to Landlord within five (5) business days after Tenant first determining that a Governmental Delay has occurred specifying in reasonable detail the nature thereof.

Time Period	Total Occupied Rentable Area
Ninth Floor Expansion Premises Commencement Date through March 31, 2018 (each date being subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay)	10,000 square feet Ninth Floor Expansion Premises A
April 1, 2018 through June 30, 2018 (each date being subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay)	16,047 square feet Ninth Floor Expansion Premises A and B
July 1, 2018 through the Termination Date (each date being subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay)	22,094 square feet Ninth Floor Expansion Premises A, B and C

Notwithstanding the foregoing or anything to the contrary in this Sixth Amendment but subject to the definition of the Ninth Floor Expansion Premises Commencement Date set forth in Section 3.4 above, upon delivery, Tenant shall be entitled to improve and use the entire Ninth Floor Expansion Premises (including, without limitation, for the conduct of business, subject to the definition of the Ninth Floor Expansion

Premises Commencement Date set forth in Section 3.4 above) as of the date of delivery and Tenant shall have no obligation to pay Fixed Monthly Rent or Additional Rent (without limiting Section 6 below) for any portion of the Ninth Floor Expansion Premises until the applicable date for commencement of Fixed Monthly Rent for such portion as set forth in Section 5.3 below and Tenant's obligation to pay such Fixed Monthly Rent shall occur in three phases.

4. Extension of Term for the Existing Premises. The Term of the Lease of the Existing Premises is hereby extended ("**Extended Term**") from and including February 1, 2023 through the Termination Date (as defined in Section 3.4 above).

5. Fixed Monthly Rent; Fixed Monthly Rent Deferral.

5.1. Existing Premises Fixed Monthly Rent. Commencing on February 1, 2023, and continuing through the Termination Date, Fixed Monthly Rent for the Existing Premises shall be $178,742.43 per month.

5.2. Existing Premises Rent Deferral. Notwithstanding the foregoing, Tenant shall be permitted to defer fifty percent (50%) of the Fixed Monthly Rent due for the Existing Premises in each of the following months: February 2023 and March 2023 (collectively, the amount of Fixed Monthly Rent deferred shall be referred to herein as the "**Rent Deferral Amount**"), in addition to (and not in lieu of) the rent deferral for the Existing Premises already set forth in the Lease. So long as Landlord has not terminated the Lease prior to the Termination Date in accordance with the terms and conditions of the Lease as a result of a material default of Tenant under the Lease beyond all applicable notice and cure periods, the entire Rent Deferral Amount shall be abated and forgiven as of the Termination Date; provided, however, that if Landlord has terminated the Lease prior to its then scheduled expiration date in accordance with the terms and conditions of the Lease as a result of a material default of Tenant under the Lease beyond all applicable notice and cure periods, then (a) Tenant shall pay to Landlord upon demand the entire Rent Deferral Amount due for the months of the Term prior to the occurrence of such material default, and (b) Tenant shall not be entitled to any additional or future deferral of Fixed Monthly Rent.

5.3 Ninth Floor Expansion Premises Fixed Monthly Rent. Tenant shall pay Fixed Monthly Rent for the Ninth Floor Expansion Premises as follows (For the avoidance of any doubt, all of the dates set forth in this Section 5.3 shall be extended on a day-for-day basis for each day on which there is Landlord Delay and/or Force Majeure and/or Governmental Delay)

Ninth Floor Expansion Premises A

Period	Fixed Monthly Rent
(each date being subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay)	
Commencing on the Ninth Floor Expansion Premises Commencement Date and continuing through December 31, 2018	$ 22,500.00
Commencing on January 1, 2019 and continuing through December 31, 2019	$ 23,175.00
Commencing on January 1, 2020 and continuing through December 31, 2020	$ 23,870.25
Commencing on January 1, 2021 and continuing through December 31, 2021	$ 24,586.36
Commencing on January 1, 2022 and continuing through December 31, 2022	$ 25,323.95
Commencing on January 1, 2023 and continuing through December 31, 2023	$ 26,083.67
Commencing on January 1, 2024 and continuing through the Termination Date	$ 26,866.18

Ninth Floor Expansion Premises B

Period	Fixed Monthly Rent
(each date being subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay)	
Commencing on April 1, 2018 and continuing through March 31, 2019	$ 13,605.75
Commencing on April 1, 2019 and continuing through March 31, 2020	$ 14,013.92
Commencing on April 1, 2020 and continuing through March 31, 2021	$ 14,434.34
Commencing on April 1, 2021 and continuing through March 31, 2022	$ 14,867.37
Commencing on April 1, 2022 and continuing through March 31, 2023	$ 15,313.39
Commencing on April 1, 2023 and continuing through the Termination Date	$ 15,772.79

Ninth Floor Expansion Premises C

Period	Fixed Monthly Rent
(each date being subject to day for day extensions for each day of any Landlord Delay and/or Force Majeure and/or Governmental Delay)	
Commencing on July 1, 2018 and continuing through June 30, 2019	$ 13,605.75
Commencing on July 1, 2019 and continuing through June 30, 2020	$ 14,013.92
Commencing on July 1, 2020 and continuing through June 30, 2021	$ 14,434.34
Commencing on July 1, 2021 and continuing through June 30, 2022	$ 14,867.37
Commencing on July 1, 2022 and continuing through June 30, 2023	$ 15,313.39
Commencing on July 1, 2023 and continuing through the Termination Date	$ 15,772.79

5.4. Ninth Floor Expansion Premises Rent Deferral. Notwithstanding the foregoing, Tenant shall be permitted to defer fifty percent (50%) of the Fixed Monthly Rent due for the applicable portion Ninth Floor Expansion Premises in each of the following full months, with the months correlating to each applicable rent schedule set forth in Section 5.3 above for each portion of the Ninth Floor Expansion Premises (collectively, the amount of Fixed Monthly Rent deferred shall be added to and become a part of the Rent Deferral Amount and shall be subject to the same terms and conditions as set forth in Section 5.2):

Ninth Floor Expansion Premises A	Second (2nd), third (3rd), thirteenth (13th), fourteenth (14th), twenty-fifth (25th), twenty-sixth (26th), thirty-seventh (37th), thirty-eighth (38th), forty-ninth (49th) and fiftieth (50th) months
Ninth Floor Expansion Premises B	Second (2nd), third (3rd), thirteenth (13th), fourteenth (14th), twenty-fifth (25th), twenty-sixth (26th), thirty-seventh (37th), thirty-eighth (38th), forty-ninth (49th) and fiftieth (50th) months
Ninth Floor Expansion Premises C	Second (2nd), third (3rd), thirteenth (13th), fourteenth (14th), twenty-fifth (25th), twenty-sixth (26th), thirty-seventh (37th) and thirty-eighth (38th)

Concurrent with Tenant's execution and delivery to Landlord of this Sixth Amendment, Tenant shall pay to Landlord the Fixed Monthly Rent due for the entire Ninth Floor Expansion Premises (i.e., a total of $49,711.50), to be applied to Fixed Monthly Rent for the Ninth Floor Expansion Premises next becoming due, until exhausted.

6. Base Year; Modification to Operating Expense Cap. The Base Year for the Ninth Floor Expansion Premises shall be calendar year 2018. As set forth in Section 4.2 of the Original Lease, the Base Year for Suite 1200 is calendar year 2011; as set forth in Section 10 of the First Amendment, the Base Year for Suite 1100 is calendar year 2013; and as set forth in Section 12 of the Third Amendment, the Base Year for the Expansion Premises (as defined in the Third Amendment and referred to in the Third Amendment as the "Expansion Premises Base Year") is calendar year 2015. Effective on January 1, 2018, the Base Year for the entire Premises shall be calendar year 2018, and shall continue to be the Base Year for the entire Premises after the extension of the Term pursuant to Section 4 above.

The Expense Cap under Section 4.2 of the Original Lease as amended in Section 12 of the Third Amendment shall apply to the Ninth Floor Expansion Premises (in addition to the Existing Premises) effective on the Ninth Floor Expansion Premises Commencement Date. Tenant's Share for the Ninth Floor Expansion Premises shall be 9.09%. Tenant shall commence payment of Tenant's Share of Operating Expenses (for the entire Ninth Floor Expansion Premises) on January 1, 2019 (or, if later, the 1-year anniversary of the Ninth Floor Expansion Premises Commencement Date). Section 8 of the Third Amendment (Proposition 13) shall also apply to the Ninth Floor Expansion Premises (making such Section apply to the entire Premises, including the Ninth Floor Expansion Premises), except the Protection Period shall be extended for a period of one year, expiring on January 31, 2021 and during the last year of the Protection Period (as amended) Tenant shall only be obligated to pay seventy-five percent (75%) of the Tax Increase allocable to any Reassessment that would otherwise be included in Operating Expenses (or any increases based on such portion) (i.e., same as under Section 8.1(d) of the Third Amendment).

Section 9 of the Third Amendment (Proposition 8) shall also apply to the Ninth Floor Expansion Premises (making such Section apply to the entire Premises, including the Ninth Floor Expansion Premises).

7. Credit Enhancements.

7.1 Modification to Security Deposit. Landlord acknowledges that it currently holds the sum of $162,938.28 as a Security Deposit under the Lease, which amount Landlord shall continue to hold through the Term, in accordance with the terms and conditions of the Lease, unless otherwise applied pursuant to the provisions of the Lease. Concurrent with Tenant's execution and tendering to Landlord of this Sixth Amendment, Tenant shall tender to Landlord the sum of $58,411.77, which amount Landlord shall add to the Security Deposit already held by Landlord, so that thereafter, through the New Expansion Term, provided the same is not otherwise applied, Landlord shall hold a total of $221,350.05 as a Security Deposit on behalf of Tenant. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other laws, statutes, ordinances or other governmental rules, regulations or requirements now in force or which may hereafter be enacted or promulgated, which (i) establish the time frame by which Landlord must refund a security deposit under a lease, and/or (ii) provide that Landlord may claim from the Security Deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums specified in Lease Article 18 and/or those sums reasonably necessary to compensate Landlord for any loss or damage caused by Tenant's breach of the Lease or the acts or omission of Tenant or any Tenant Party (as defined in the Lease).

7.2 Modifications to the Letter of Credit. Landlord is the beneficiary under a certain Irrevocable Standby Letter of Credit No SVBSF006643 dated January 13, 2011 issued by Silicon Valley Bank (the "**Letter of Credit**") in the principal amount of $400,000 (the "**LC Amount**") as more particularly described in Article 27 of the Original Lease, as amended by Section 7.2 of the Third Amendment. Landlord and Tenant hereby agree that the terms and conditions of the Lease regarding the Letter of Credit are hereby amended as follows:

(a) The LC Amount shall be reduced to $200,000 on January 1, 2018, provided that the LC Amount shall be reduced only if (i) there does not then exist a material default by Tenant of its obligations or liabilities under this Lease beyond all applicable notice and cure periods, and (ii) neither the Lease nor Tenant's right to possession of the Premises has been terminated as a result of a material default by Tenant beyond all applicable notice and cure periods.

(b) The final date of expiry of the Letter of Credit shall be December 31, 2018, at which time Landlord shall relinquish and deliver the Letter of Credit to Tenant, and there shall not be any further obligation whatsoever for a letter of credit under the Lease (and Tenant shall have no further obligations, and Landlord shall have no further rights or remedies, under Article 27 of the Original Lease, as amended), provided that (i) there does not then exist a material default by Tenant of its obligations or liabilities under this Lease beyond all applicable notice and cure periods, and (ii) neither the Lease nor Tenant's right to possession of the Premises has been terminated as a result of a material default by Tenant beyond all applicable notice and cure periods.

On or before July 1, 2017, Tenant shall deliver to Landlord a replacement Letter of Credit or amendment to the Letter of Credit which incorporates the changes set forth above in clauses (a) and (b).

8. Parking Permits; Parking Discounts; Electric Vehicle Charging Stations.

8.1. Expansion Premises. Notwithstanding any contrary provision in the Lease, as amended, throughout the Ninth Floor Expansion Premises Term (as may be extended), with respect to the Ninth Floor Expansion Premises, Tenant shall have the right but not the obligation to purchase up to 111 parking permits, of which up to ten (10) permits shall be, at Tenant's sole option, for non-tandem reserved parking stalls (8 of which shall be full-sized stalls and 2 of which shall be compact stalls). Tenant's reserved parking shall be located in the stalls specified on Exhibit E. Tenant's parking permits shall allow Tenant to park in the Building parking facility at the posted monthly parking rates and charges then in effect (subject to the discount set forth in Section 8.2 below), including any and all applicable taxes, provided that such rates may be changed from time to time in Landlord's sole discretion, subject to the last sentence of this Section 8.1, and except as may otherwise be set forth in the Lease. The parking permit rates in effect as of the date of this Sixth Amendment (without taking into account the discount specified below in Section 8.2) are as follows: $118.00 per month per single unreserved permit (including City of Los Angeles taxes), and $173.00 per month per single reserved permit (including City of Los Angeles taxes). Landlord agrees that the parking permit rates at the Building shall remain comparable to the rates being charged at comparable Class A buildings in the Warner Center area.

8.2. Discounts. With respect to the parking permits and validations purchased for the Ninth Floor Expansion Premises in connection with this Sixth Amendment as specified in Section 8.1 above, commencing on the Ninth Floor Expansion Premises Commencement Date and continuing throughout the Termination Date Tenant shall receive a forty percent (40%) discount on all permits and validations purchased in connection with the Ninth Floor Expansion Premises parking (so long as such visitor validations are purchased by Tenant on a bulk basis in increments of $500.00). In addition, Tenant’s parking discounts for all other parking permits and validations under the Lease, and all of Tenant’s other parking rights under the Lease, shall continue in effect for the remainder of the Term (as may be extended).

8.3 Electric Vehicle Charging Stations. Tenant shall have the right to install two (2) additional electric vehicle charging stations (collectively, the two (2) stations, identification signage and all related equipment and wiring, including, without limitation conduit(s), transformers and submeter(s), shall be referred to as the “**EVCS**”) in two of the reserved stalls granted under Section 8.1 above in locations of the Building parking facility approved by Landlord for Tenant’s exclusive use, which approval shall not be unreasonably withheld, conditioned or delayed. The spaces depicted on Exhibit D (stalls 67 and 70) are approved by Landlord for such use (without limiting Landlord’s obligation to reasonably approve other spaces). All costs and expenses of planning, permitting, installation, electricity consumption (including cost any submeter(s) and above-standard electrical infrastructure), insurance (if reasonably required by Landlord’s property management), and repair and maintenance of the EVCS shall be paid by Tenant. Tenant shall perform the installation of the EVCS (the “**EVCS Work**”) (a) using licensed contractors approved in advance by Landlord; provided, however, Moffa Electrical Engineering Inc. and SemaConnect are hereby approved by Landlord; (b) in good workmanlike manner and in accordance with applicable law and plans and specifications approved in advance by Landlord (provided, however, Landlord hereby approves plans and specifications consistent with the plans and specifications for the EVCS Work performed in connection with the Fifth Amendment, pursuant to which two (2) EVCS were installed in stalls 68 and 69 as shown on Exhibit D attached hereto); (c) in a manner so as not to unreasonably disturb tenants and their invitees or impair their access into and out of the Building parking facilities or any Common Areas; and (d) during such reasonable time periods as prescribed by Landlord. With respect to all matters subject to Landlord’s approval under the foregoing subsections (a) and (b), Landlord’s approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall timely pay all contractors performing the EVCS Work. If any liens arise against the Building as a result of the EVCS Work, Tenant shall promptly, at Tenant’s sole expense, remove such liens and provide Landlord evidence that the title to the Building has been cleared of such liens. The contractors performing the EVCS Work shall be subject to Landlord’s reasonable rules and regulations for contractors working in the Project (including, without limitation, insurance requirements). Landlord and Tenant shall meet and confer at mutually acceptable times to review Tenant’s plans and schedule the EVCS Work. Landlord shall read the submeter(s) that will record electrical consumption by the EVCS and bill Tenant for the cost thereof monthly. Tenant shall pay the amount of the electrical bill to Tenant within thirty (30) days after Tenant’s receipt of the invoice. The EVCS shall be and remain Tenant’s property, and Tenant may remove or replace the same from time to time, including, without limitation, at the expiration or earlier termination of the Lease Term; however, Tenant may, at Tenant’s option, leave the EVCS specified in this Section 8.3 and the EVCS specified in the Fifth Amendment in their then existing area and condition at the expiration or earlier termination of the Term without any restoration requirement (notwithstanding any contrary provision in the Fifth Amendment). Tenant shall pay to repair any damage to the EVCS (excluding normal wear and tear) caused by Tenant or any of its contractors or employees.

9. Miscellaneous Amendments. The Lease is hereby amended as set forth in this Section 9 (all Section and Article references shall be references to the Original Lease unless specified otherwise).

9.1 Option to Extend Term. The Option set forth in Article 23 of the Original Lease and amended in Section 9.1 of the First Amendment and in Section 11.1 of the Third Amendment is hereby further amended to (a) include the Ninth Floor Expansion Premises (in addition to the Existing Premises); and (b) change the reference to the Termination Date to the Termination Date as defined in this Sixth Amendment. For the avoidance of any doubt, Section 11.1(c) of the Third Amendment shall remain in full force and effect,

including, but not limited to, with respect to the Ninth Floor Expansion Premises, and an extension of the Term shall have the same meaning in this Sixth Amendment as an extension of the Ninth Floor Expansion Premises Term.

9.2 Right of First Offer. The "**Right of First Offer**" shall mean the right of first offer set forth in Sections 24.1, 24.2 and 24.3 of the Original Lease, as amended by Section 9.2 of the First Amendment and Section 11.2 of the Third Amendment. The Right of First Offer shall remain in full force and effect except as amended as follows:

a) Section 24.1a) of the Original Lease, as amended by Section 11.2(a) of the Third Amendment, is hereby deleted in its entirety and Landlord and Tenant agree that the right of first offer shall be subject and subordinate only to the following written rights, in their form and content existing as of the date of this Sixth Amendment, granted to other tenants in the Building prior to the date hereof (collectively, the "**Superior Rights**"): Western Pacific Housing, Suite 700: a right of first negotiation to any space on the 7th floor; Carlson Wagonlit, Suite 500: a right of first offer to any contiguous space on the 5th floor; and Tobin Lucks, Suites 300, 200 and 460: a right of first refusal on any space on 4th or 5th floors. Notwithstanding anything to the contrary herein, Landlord shall not expand or extend or otherwise modify in a manner adverse to Tenant any Superior Rights, and Landlord represents and warrants to Tenant that the Superior Rights (in their form and content existing as of the date of this Sixth Amendment) are the sole and exclusive rights that are superior to Tenant's right of first offer. Additionally, at such time as Landlord delivers a notice to Tenant regarding the potential lease of any of the Expansion Premises under Section 24.1 or 24.4 (as each is amended), Landlord shall be deemed to have represented and warranted to Tenant that the rights of all holders of Superior Rights are no longer in effect with respect to the Expansion Premises in question and the particular transaction in question.

b) The "Expansion Premises" as defined in Section 24.1 shall mean any demised office space on any of floors three (3), seven (7) or eight (8) in the Building, and any other space in the Building that is equal to or greater than 5,000 rentable square feet.

c) Notwithstanding anything to the contrary in the Lease, the Right of First Offer shall remain effective as of the date this Sixth Amendment is mutually executed and shall continue in effect through the expiration of the Ninth Floor Expansion Premises Term (as may be extended), and the Right of First Offer shall be a continuing right and shall not expire or terminate during the Term (as may be extended).

Notwithstanding anything in the Lease or this Sixth Amendment, (i) the Right of First Offer may be exercised by Tenant or any Affiliate assignee, or any other permitted assignee, (ii) Tenant's exercise of its Right of First Offer and/or Right of First Refusal shall not affect Tenant's right to exercise its Termination Option in the Lease; and (iii) the terms of Section 24.5 of the Original Lease shall remain in full force and effect (subject to Landlord's obligations under this Sixth Amendment).

9.3 First Refusal. The "**Right of First Refusal**" set forth in Section 24.4 of the Original Lease, as amended by Section 9.2 of the First Amendment and Section 11.3 of the Third Amendment is hereby deleted in its entirety, and replaced with the following right of first refusal: Subject and subordinate only to any Superior Rights if at any time during the Term (as may be extended) Landlord receives a bona fide proposal for any space on any of the third (3rd) floor, seventh (7th) or eighth (8th) floors of the Building (whether or not such space has been the subject of an Offer Notice under Tenant's right of first offer), Landlord shall deliver written notice thereof to Tenant along with a copy of the applicable proposal, letter of intent or term sheet setting forth the material terms of such offer, but with the identity of the proposed tenant and other information Landlord deems confidential redacted and not required to be disclosed to Tenant (the "**RFR Notice**"). Tenant shall have four (4) business days after receipt of RFR Notice from Landlord to advise Landlord of Tenant's election (the "**RFR Acceptance**") to lease the subject premises on the same terms and conditions as Landlord has specified in its RFR Offer Notice, provided that the term of lease for the subject premises shall be co-terminous with the Term of the Lease. If the RFR Acceptance is so given, then promptly thereafter, Landlord and Tenant shall sign an amendment to the Lease, adding the subject premises to the Premises and incorporating all of the terms and conditions originally contained in Landlord's Offer Notice. If Tenant does not tender the RFR Acceptance of the RFR Offer Notice, within the time periods set forth herein,

then Landlord may lease the subject premises to any third party it chooses without liability to Tenant on all of the same material terms and conditions as those specified in Landlord's RFR Offer Notice, subject to Tenant's rights under this Section 9.3. Notwithstanding anything to the contrary in the Lease, the Right of First Refusal shall be a continuing right and shall not expire or terminate during the Term (as may be extended), and the Right of First Refusal may be exercised by Tenant or any Affiliate assignee or any other permitted assignee.

9.4 Termination Option. The "**Termination Option**" shall mean the option granted to Tenant to terminate the Lease early as set forth in Article 25 of the Original Lease and as amended by Section 9.3 of the First Amendment and Section 11.4 of the Third Amendment. The Termination Option shall remain in full force and effect and shall include the Ninth Floor Expansion Premises (in addition to the Existing Premises), except that such Termination Option is hereby amended as follows: (a) the "**Early Termination Date**" shall mean 11:59 p.m. Los Angeles time on January 31, 2022; (b) the "**Notice Period Expiration Date**", shall mean January 31, 2021; (c) the termination compensation shall be the unamortized amount of any lease commission, and the unamortized amount of the Allowance, disbursed by Landlord in connection with this Sixth Amendment (and not in connection with the Original Lease or any prior amendment) or, unless otherwise agreed to by the parties, any expansion amendment between Landlord and Tenant executed after the date hereof (unless otherwise stated in any such amendment), which shall be amortized over the period commencing on the Ninth Floor Expansion Premises Commencement Date and ending on the earlier of the Termination Date or January 31, 2024, on a straight line basis at an interest rate of eight percent (8%) per annum as of the Early Termination Date, (d) for the avoidance of any doubt, an expansion of the Premises shall not terminate, delete, nullify or void the Termination Option (provided that, unless otherwise agreed to by the parties, for future expansions, if any, the termination compensation shall include the unamortized reasonable cost of improvements, if any, provided and paid for by Landlord for the benefit of Tenant in the form of a turn key or build to suit in the event no Allowance is provided), and (e) Section 25.4 of the Original Lease as amended and restated in its entirety in Section 11.4 of the Third Amendment, is hereby amended and restated (and shall be fully incorporated in the Lease as if set forth therein) as follows: "Section 25.4. Expiration of Option to Terminate Early. Provided that Tenant has not already delivered the Termination Notice specified hereinabove, then, effective on February 1, 2021, the provisions of this Article 25 shall be deemed null, void and of no further force or effect."

9.5. SNDA. Tenant and Bank of America, NA, as Administrative Agent, are parties to a Subordination, Non-Disturbance and Attornment Agreement dated August 26, 2014 ("**Bank of America SNDA**"). Landlord shall use its most diligent efforts to deliver Lender's written consent to this Sixth Amendment in order to comply with Section 4(i) of the Bank of America SNDA within thirty (30) days after this Sixth Amendment is executed and delivered by the parties, which written consent shall include a written statement that the terms and provisions of the Bank of America SNDA cover the entire Premises, including the Ninth Floor Expansion Premises (or in lieu of such written statement, Landlord shall use its most diligent efforts to cause Lender to execute and record an amended and restated Bank of America SNDA that covers the entire Premises, including the Ninth Floor Expansion Premises). Upon the mutual execution and delivery of this Sixth Amendment, Landlord shall be deemed to represent and warrant to Tenant that Landlord has obtained any and all necessary consents for the execution of this Sixth Amendment, and all necessary consents relating to Landlord's existing loan related to the Bank of America SNDA (which Landlord represents and warrants is the only loan encumbering the Building as of the date hereof) have been obtained.

9.6. ADA Compliance. Landlord's representations, warranties and covenants under Section 20.25 of the Original Lease are hereby ratified, and re-made (subject to, with respect to the Existing Premises only, any changes in law enacted since the original Commencement Date under the Original Lease or the Expansion Premises Commencement Date under the Third Amendment) as of the date hereof with respect to both the Existing Premises (excluding any Tenant Change in the Existing Premises with respect to which Landlord's approval was not given but was required under the Lease) and the Ninth Floor Expansion Premises (except for Tenant's obligation to cause the restrooms in the Premises to comply with Code to the extent set forth in Section 5.1 of Exhibit B).

9.7. Directory and Suite Signage. Tenant may, in its sole discretion, install building standard signage per a building standard location at the entrances of the Ninth Floor Expansion Premises at Tenant's sole cost

and expense, payable by Tenant to Landlord within thirty (30) days after Landlord's receipt of written invoice. If required by applicable law (such as, without limitation, any fire codes or regulation), or otherwise desired by Landlord, Landlord shall, at Landlord's sole cost and expense, install building standard signage per a building standard location at the entrances of the Ninth Floor Expansion Premises. Tenant, in its sole and absolute discretion, may elect to have its names grouped in one location of the directory board, at Landlord's sole cost and expense, in any area reasonably designated by the Landlord in addition to having such names individually listed alphabetically per one line per 1,000 rentable square feet in the Ninth Floor Expansion Premises not to exceed twenty (20) lines, subject to space availability. For the avoidance of any doubt, Tenant's signage rights currently in the Lease shall remain in full force and effect throughout the Term (as may be extended).

9.8 Standards for Building HVAC; Excess HVAC. Landlord hereby represents and warrants that, as of the date hereof, the HVAC system serving the Building is capable of providing Tenant's Premises with a temperature of 73 degrees Fahrenheit, plus or minus 2 degrees Fahrenheit and subject to variance in extreme outdoor temperature conditions ("**Temperature Range**"). Landlord shall use commercially reasonable efforts to maintain the Temperature Range in the Premises during Normal Business Hours and any time periods when Tenant orders Excess HVAC.

If Tenant requires Excess HVAC in the Ninth Floor Expansion Premises Tenant shall make its request during Normal Business Hours via Landlord's internet-based HVAC request platform known as the Genea system, which is currently administered by providing Excess HVAC access via an internet log-in to the Tenant, which will activate the Excess HVAC. Any replacement or modification of the Genea system shall comparable in quality and efficiency. There shall be a one (1)-hour minimum charge for Excess HVAC when such Excess HVAC is ordered. Tenant's request shall be deemed conclusive evidence of its willingness to pay the cost for excess HVAC pursuant to this Section 9.8. Notwithstanding anything to the contrary in the Lease or this Sixth Amendment, the cost for Excess HVAC for the Ninth Floor Expansion Premises shall not exceed Landlord's reasonable cost thereof, which shall only include the actual cost of utilities charged by the third party utility provider, plus a reasonable allowance for accelerated depreciation and additional maintenance for the Building HVAC systems as a result of the Excess HVAC used by Tenant in the Ninth Floor Expansion Premises (which shall be substantiated in writing to Tenant upon Tenant's request therefor). Notwithstanding anything to the contrary in the Lease or this Sixth Amendment, in no event shall charges for Excess HVAC include an administrative, supervision or other like fee. As of the date of this Lease, Landlord's cost for the Ninth Floor Expansion Premises Excess HVAC (and the after-hours charge to Tenant for Excess HVAC for the Ninth Floor Expansion Premises) is $43.12 per hour.

9.9 Key Card Systems; Internal Staircase. Section 11.8 of the Third Amendment (Key Card Systems) and Section 11.10 (Internal Staircase) shall also apply to the Ninth Floor Expansion Premises and the 9th floor. Landlord agrees to use commercially reasonable efforts to address Tenant's security concerns regarding access by third parties using the Building freight elevator to the floors leased by Tenant, as part of Operating Expenses. Landlord agrees to meet and confer with Tenant promptly after this Sixth Amendment is mutually executed and delivered to discuss one or more proposals regarding the issue.

9.10 Liability. Section 18.4 is hereby modified to provide that, notwithstanding anything to the contrary set forth in the Lease, including, without limitation, Article 18 of the Original Lease, neither Landlord nor Tenant shall not be liable in any event for any punitive, special, incidental or consequential damages (including, without limitation, loss of income, lost profits or loss of goodwill), except, with respect to Tenant, damages under Section 2.2 of the Original Lease (holdover), and furthermore it being agreed by Landlord and Tenant that any rental obligations owed (and not paid) to Landlord under the Lease shall be deemed to be Landlord's actual direct damages, and not consequential damages.

9.11. Above Standard Janitorial Service. Landlord shall continue to provide janitorial services to the entire Premises in accordance with Section 8.3 of the Original Lease (as amended herein) and the janitorial specifications attached as Exhibit I to the Original Lease. Section 8.3 of the Original Lease is hereby amended to provide that Tenant agrees to pay for all janitorial services utilized by Tenant or requested by Tenant and furnished to Tenant which are not required under the existing Lease and not uniformly furnished to all tenants of the Building at the rate generally charged by Landlord to tenants of the Building for such janitorial services.

9.12 Satellite Dish. Tenant's rights pursuant to Article 26 of the Original Lease, as amended by Section 11.11 of the Third Amendment, with respect to its Satellite Dishes shall continue throughout the Term, provided that Tenant shall have the right to install one additional Satellite Dish subject to the terms and conditions of Article 26 of the Original Lease, as amended by Section 11.11 of the Third Amendment, with respect to its Satellite Dishes.

10. Civil Code Section 1938 Disclosure. Pursuant to California Civil Code Section 1938, Landlord hereby discloses that the Expansion Premises and the Existing Premises have not undergone an inspection by a Certified Access Specialist to determine whether the Premises meet all applicable construction-related accessibility standards.

11. Acceptance of Expansion Premises. Subject to the terms and conditions of this Sixth Amendment and the Lease (including, without limitation, Landlord's covenants, representations and warranties), Tenant has made its own inspection of and inquiries regarding the Expansion Premises. Therefore, subject to the terms and conditions of this Sixth Amendment and the Lease (including, without limitation, Landlord's covenants, representations and warranties), Tenant accepts the Expansion Premises in its "as-is" condition. Tenant further acknowledges that Landlord has made no currently effective representation or warranty, express or implied regarding the condition, suitability or usability of the Expansion Premises for the purposes intended by Tenant except as set forth in this Sixth Amendment or the Lease.

12. Warranty of Authority. If Landlord or Tenant signs as a corporation or limited liability company or a partnership, each of the persons executing this Sixth Amendment on behalf of Landlord or Tenant hereby covenants and warrants that the applicable entity executing herein below is a duly authorized and existing entity that is qualified to do business in California; that the person(s) signing on behalf of either Landlord or Tenant have full right and authority to enter into this Sixth Amendment; and that each and every person signing on behalf of either Landlord or Tenant are authorized in writing to do so.

13. Broker Representation. Landlord and Tenant represent to one another that it has dealt with no broker in connection with this Sixth Amendment other than Douglas Emmett Management, LLC and CBRE, Inc. Landlord and Tenant shall hold one another harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation arising out of or relating to a breach by the indemnifying party of such representation. Landlord agrees to pay all commissions due to the brokers listed above created by Tenant's execution of this Sixth Amendment.

14. Confidentiality. Landlord and Tenant agree that the covenants and provisions of this Sixth Amendment shall not be divulged to anyone not directly involved in the management, administration, ownership, lending against, or subleasing of the Premises, which permitted disclosure shall include, but not be limited to, the board members, legal counsel and/or accountants of either Landlord or Tenant.

15. Governing Law. The provisions of this Sixth Amendment shall be governed by the laws of the State of California.

16. Reaffirmation. Landlord and Tenant acknowledge and agree that the Lease, as amended herein, constitutes the entire agreement by and between Landlord and Tenant relating to the Premises, and supersedes any and all other agreements written or oral between the parties hereto. Furthermore, except as modified herein, all other covenants and provisions of the Lease shall remain unmodified and in full force and effect.

17. Submission of Document. No expanded contractual or other rights shall exist between Landlord and Tenant with respect to the Expansion Premises, as contemplated under this Sixth Amendment, until both Landlord and Tenant have executed and delivered this Sixth Amendment, whether or not any additional rental or security deposits have been received by Landlord, and notwithstanding that Landlord has delivered to Tenant an unexecuted copy of this Sixth Amendment. The submission of this Sixth Amendment to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or an option for the Tenant to lease the Expansion Premises, or otherwise create any interest by Tenant in the Expansion Premises or any other portion of the Building other than the original Existing Premises currently occupied by Tenant. Execution of this Sixth Amendment by Tenant and its return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed and delivered this Sixth Amendment to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this document, effective the later of the date(s) written below.

LANDLORD:

DOUGLAS EMMETT 2008, LLC,
a Delaware limited liability company

By: Douglas Emmett Management, Inc.,
a Delaware corporation, its Manager

By: /s/ Andrew Goodman
Andrew Goodman,
Senior Vice President

Dated: 5/18/17

TENANT:

BLACKLINE SYSTEMS, INC.,
a California corporation

By: /s/ Karole Morgan-Prager
Name: Karole Morgan-Prager
Title: Chief Legal and Administrative Officer

Dated: May 15, 2017

EXHIBIT A
NINTH FLOOR EXPANSION PREMISES PLAN

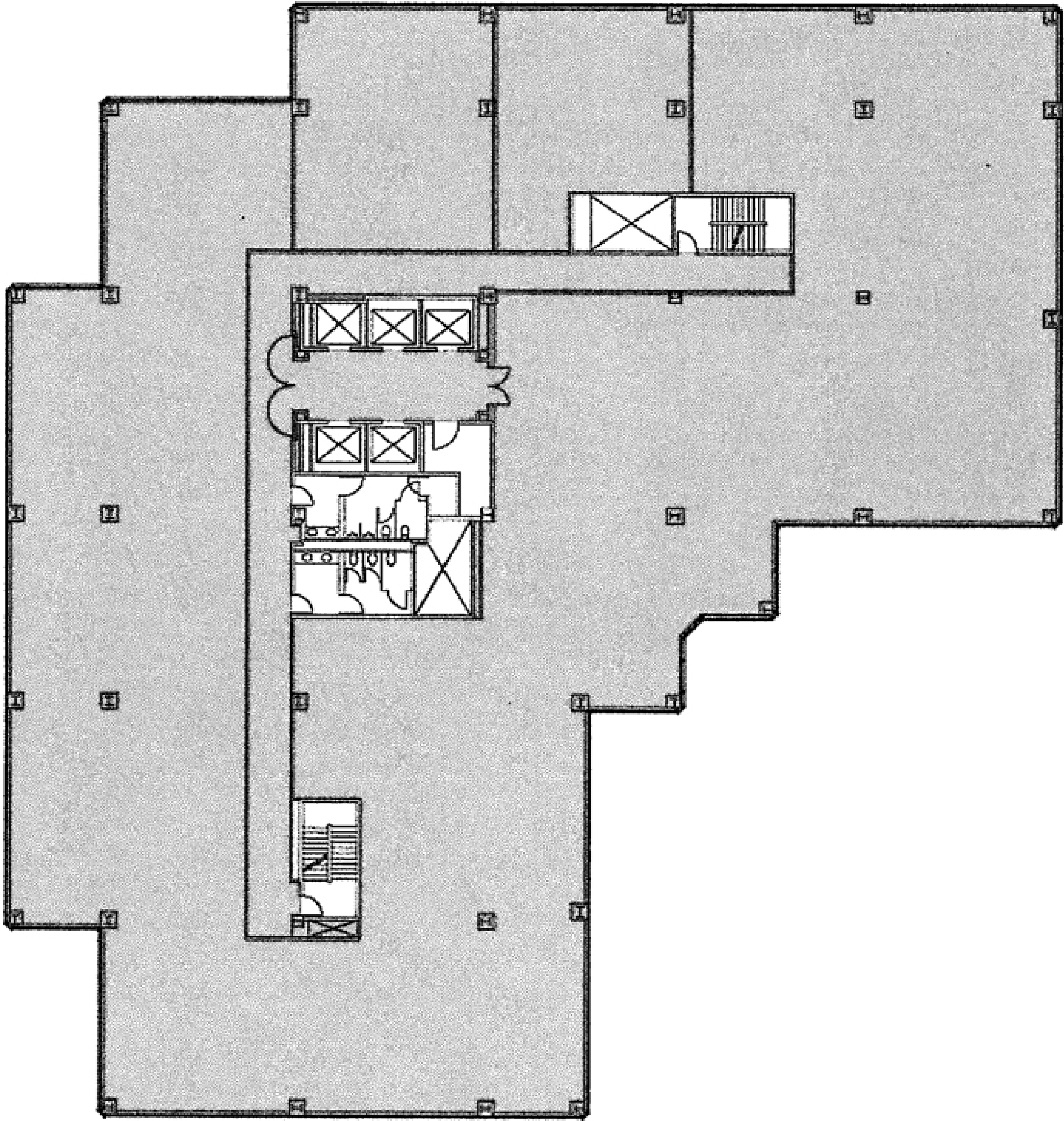


EXHIBIT B

IMPROVEMENT CONSTRUCTION AGREEMENT
CONSTRUCTION PERFORMED BY TENANT

Section 1. Tenant to Complete Construction. Tenant's general contractor ("**Contractor**") shall furnish and install within the Ninth Floor Expansion Premises and the Existing Premises (it being expressly understood that Tenant may use the Allowance and Space Planning Allowance for either or both of the Ninth Floor Expansion Premises and/or Existing Premises) those items of general construction (the "**Improvements**"), shown on the final Plans and Specifications approved by Landlord. The definition of "Improvements" shall include all costs associated with completing the Improvements in accordance with applicable law, including, without limitation, all code compliance within the Premises, and including but not limited to, space planning, design, architectural, and engineering fees, contracting, labor and material costs, municipal fees, plan check and permit costs, and document development and/or reproduction. The Improvements shall comply in all respects with the following: (i) all state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; (iii) building material manufacturer's specifications and (iv) the Plans and Specifications.

All Tenant selections of finishes shall be indicated in the Plans and Specifications and shall be equal to or better than the minimum Building standards and specifications. Any work not shown in the Plans and Specifications or included in the Improvements such as, but not limited to, telephone service, furnishings, or cabinetry, for which Tenant contracts separately shall be subject to Landlord's reasonable, non-discriminatory policies and shall be conducted in such a way as to not unreasonably hinder or delay the work of Improvements. Subject to Landlord's approval of the final Plans and Specifications, Tenant shall have the right but not the obligation to construct an internal staircase connecting any full floors leased by Tenant at Tenant's sole cost and expense (subject to the Allowance). If constructed, the staircase(s) shall be subject to the terms of Section 7.1(c) of the Original Lease. To comply with the restoration provisions of Section 7.1(c), Tenant shall remove and restore any internal staircases installed by or for Tenant not later than the Termination Date or any earlier expiration of the Term. Landlord shall be entitled to engage, at Tenant's sole cost not to exceed $1,000, a third party engineer if reasonably necessary to review the plans for the internal staircase. If Landlord elects to engage such engineer, Landlord shall follow the procedures set forth in the second paragraph of Section 2, below.

Tenant shall be entitled to install Meccho shades in the Premises as part of the Improvements. In addition, Tenant shall have no obligation to remove any cabling and wiring installed in the Ninth Floor Expansion Premises if Tenant removes all existing cabling and wiring in the Ninth Floor Expansion Premises during construction).

Section 2. Tenant's Payment of Costs. Subject to Landlord's disbursement of the Allowance, and Landlord's other payment obligations as specified hereinbelow, Tenant shall bear any and all costs of the Improvements, and shall timely pay said costs directly to the Contractor. From time to time, Tenant shall provide Landlord with such evidence as Landlord may reasonably request that the Contractor has been paid in full for the work completed to-date.

In addition, Tenant shall reimburse Landlord for any and all of Landlord's reasonable third party out of pocket costs not to exceed $1,000 actually incurred in reviewing Tenant's Plans and Specifications or for any other "peer review" work associated with Landlord's review of Tenant's Plans and Specifications, including, without limitation, Landlord's reasonable third party out of pocket costs actually incurred in engaging any third party engineers, contractors, consultants or design specialists. Landlord shall engage such third parties only if reasonably necessary and shall explain to Tenant in advance in reasonable detail the need to engage them prior to doing so. Landlord shall also provide a good faith estimate of the cost of such review, the name(s) of the proposed third-party to be engaged, and shall give Tenant a reasonable opportunity to respond and modify any plans. Landlord shall use commercially reasonable efforts to

engage the most cost-competitive qualified third parties. Tenant shall pay such costs to Landlord within thirty (30) days after Landlord's delivery to Tenant of a copy of the invoice(s) for such work, up to a maximum aggregate total of $1,000.

Section 3. Lien Waiver and Releases. If any liens arise against the Ninth Floor Expansion Premises, the Existing Premises or the Building as a result of Tenant's Improvements, Tenant shall, at Tenant's sole expense, remove such liens and provide Landlord evidence that the title to the Building and Ninth Floor Expansion Premises have been cleared of such liens, as required of Tenant under the Lease.

Section 4. Supervisory Fee. Notwithstanding anything to the contrary herein, Landlord shall be entitled to deduct from the Allowance an administrative fee in connection with the Improvements equal to one half of one percent (0.50%) of the Allowance (other than the $42,000 increase under Section 5.1 below), and, notwithstanding anything to the contrary in this Sixth Amendment or the Lease, Landlord shall not be entitled to any other fees or charges in connection with the Improvements except as may be otherwise expressly provided in Section 1 and Section 2 of this Exhibit B.

Section 5. Landlord's Payment.

5.1 Allowances. In accordance with the terms and procedures specified below, Landlord shall pay to Tenant an allowance, not to exceed the sum of $54.00 per square foot of Rentable Area within the Ninth Floor Expansion Premises for the Improvements (and Allowance Items, as defined below) to be constructed in the Ninth Floor Expansion Premises and/or Existing Premises, at Tenant's election (the "**Allowance**"). The Allowance is hereby increased by an additional $42,000 for improvements in the restrooms on the ninth floor of the Building, and Tenant, as opposed to Landlord, shall be responsible for any applicable code compliance in the restrooms on the ninth floor in the Ninth Expansion Premises in connection with the construction of the Improvements (subject to Landlord's representations, warranties and covenants under this Sixth Amendment). Without limiting the preceding 2 sentences, in addition to the Allowance and not a part of the Allowance, Landlord shall pay to Tenant an amount, not to exceed the sum of $0.15 per square foot of Usable Area in the Ninth Floor Expansion Premises, for architectural services and space planning services (the "**Space Planning Allowance**"). Unused amounts of the Space Planning Allowance may be applied toward Improvements in the Ninth Floor Expansion Premises and/or Existing Premises, at Tenant's election. The Allowance and the Space Planning Allowance shall be available for disbursement to the Tenant commencing on the date of the mutual execution and delivery of this Sixth Amendment, through December 31, 2018 (the "**Outside Allowance Date**"). After the Outside Allowance Date Landlord shall have no obligation to disburse any portions of the Allowance or the Space Planning Allowance, provided, however, that if Tenant has complied with all of the conditions precedent required for disbursement of the Allowance and/or the Space Planning Allowance pursuant to this Exhibit B, prior to the Outside Allowance Date but Landlord has not yet disbursed such the amount requested then, subject to Tenant's compliance with the terms and conditions of this Exhibit B, Tenant shall be entitled to such disbursement. Landlord shall deliver written notice to Tenant not later than thirty (30) days prior to the Outside Allowance Date if at such time there is a balance remaining in the amount of the Allowance or the Space Planning Allowance. The Outside Allowance Date shall be extended day for day for each day Landlord fails to give such notice, for each day of a Landlord Delay (as defined in the Third Amendment (provided that "Third Amendment" in such definition is revised to be "Sixth Amendment")), and for each day of delay caused by Force Majeure and/or Governmental Delay.

5.2. Use of the Allowance.

5.2.1. Allowance Items. Except as otherwise set forth in this Exhibit B, the Allowance and Space Planning Allowance shall be disbursed by Landlord only for the following items and costs (collectively, the "**Allowance Items**"):

5.2.1.1 Supplemental HVAC units and meters relating thereto, to the extent desired by Tenant;

5.2.1.2 The payment of plan check permit and license fees relating to construction of the Improvements and/or Tenant's signage;

5.2.1.3 The costs of design and construction of the Improvements, including without limitation, all hard and soft costs, acquisition and installation costs, space planning costs, testing and inspection costs, installation of built-in work stations, floor loading reinforcement costs, hoisting and trash removal costs, and contractors' fees and general conditions, provided that the Allowance or Space Planning Allowance may not be applied to the purchase of furniture or equipment or cabling or wiring or any other personal property, except as set forth below in Section 5.2.1.7. For the avoidance of doubt, the Allowance and Space Planning Allowance may be used by Tenant for either or both of the Existing Premises and/or the Ninth Floor Expansion Premises;

5.2.1.4 The cost of any changes in the base, shell and core when such changes are required solely by the Plans and Specifications, such cost to include all direct architectural and/or engineering fees and expenses incurred in connection therewith;

5.2.1.5 The cost of any changes to the Plans and Specifications or the Improvements required by all applicable building codes, subject to Landlord's obligations under the Lease and this Sixth Amendment;

5.2.1.6 Payment of any fees and costs to approved "Tenant's Agents," as defined below in Section 6 (b); and

5.2.1.7. An amount (out of the Allowance and not in addition to the Allowance) not to exceed $5.00 per square foot of Rentable Area of the Ninth Floor Expansion Premises and Existing Premises for the purchase and installation of furniture, fixtures and equipment to be used in the Premises.

5.2.2 Disbursement of the Allowance. During the design and construction of the Improvements, Tenant may request and Landlord shall make monthly disbursements of the Allowance and the Space Planning Allowance for the Allowance Items for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as follows:

5.2.2.1 Disbursements. Tenant may request monthly progress payments out of the Allowance in accordance with this Section 5.2.2.1. In connection with the foregoing, and not more than once each calendar month, Tenant shall deliver to Landlord: (i) a request for payment approved by Tenant detailing the work completed; (ii) invoices from the Contractor and its subcontractors and suppliers for labor rendered and materials delivered to the Ninth Floor Expansion Premises; and (iii) conditional mechanic's lien releases from all of Tenant's Agents performing the Improvements for which the applicable payment is requested which shall comply with the appropriate provisions, as reasonably determined by Landlord, of California Civil Code Section 8138. Within thirty (30) days after Landlord has received all of the items in the foregoing clauses (i) through (iii), Landlord shall deliver a check to Tenant payable to Tenant, or, at Tenant's sole election, a check payable jointly to Tenant and Contractor, in payment of the lesser of: (A) the amounts so requested by Tenant, less an amount, to the extent not already reflected in Tenant's request for payment as the retention provided for in the construction contract, equal to the lesser of (i) a ten percent (10%) retention, or (ii) the retention provided for in the construction contract approved by Landlord (the aggregate amount of such retentions to be known as the "**Final Retention**"), and (B) the balance of any remaining available portion of the Allowance, not including the Final Retention. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request. Tenant may request the entire amount of the Space Planning Allowance in one or more disbursements without retention and Landlord shall disburse the same within thirty (30) days after receipt of a paid invoice evidencing the architectural and space planning services paid for with respect to the Premises. The invoice shall be on the service provider's customary invoice delivered to third parties for payment. At Tenant's option, Landlord shall make payment of the Space Plan Allowance, or any portion thereof, directly to the service provider(s), in which event, Landlord shall pay the service provider(s) in question within such 30-day period and the invoices provided to Landlord as evidence of the costs will not be required to be previously paid by Tenant.

5.2.2.2 Final Retention. Subject to the provisions of this Exhibit B, a check for the Final Retention payable to Tenant, or, at Tenant's sole election, a check payable jointly to Tenant and Contractor, shall be delivered by Landlord to Tenant following the completion of construction of the Improvements, provided that (i) Tenant delivers to Landlord properly executed mechanics lien releases in compliance with both California Civil Code Section 8138, (ii) Landlord has reasonably determined that the Improvements were built out consistent with the Landlord-approved Plans and Specifications in all material respects, (iii) Tenant delivers to Landlord all other information reasonably requested by Landlord, including a "close-out" package, to be delivered at Tenant's sole cost and expense, without any requirement that Landlord execute any release forms or other documents as a condition to such delivery, and notwithstanding any intellectual property rights in such property claimed by Tenant, its architect, contractor or other third part, which close-out package shall include mechanical and electrical final CAD as-builts and architectural CAD as-built that includes mechanical and electrical final as-builts (as specified below in Section 10 d);; permit cards with all required signatures; air balance report (2 copies) (as specified below in Section 10 e) ii); and (iv) Tenant delivers to Landlord a certificate from the Architect or Contractor, in a form reasonably acceptable to Landlord, certifying that the construction of the Improvements in the Ninth Floor Expansion Premises has been substantially completed.

5.2.2.3. Other Terms. Landlord shall only be obligated to make disbursements from the Allowance and Space Planning Allowance to the extent costs are incurred by Tenant for the Allowance Items.

5.3 Notwithstanding anything to the contrary in the Lease or this Sixth Amendment, Landlord agrees to pay, at its sole cost and expense, and not from the Allowance or the Space Planning Allowance, any increased costs in the performance of the Improvements (including, without limitation, increased costs in obtaining permits) to the extent resulting from any of the following (each, a "**Landlord TI Event**"): (a) the presence of Hazardous Materials (such as, by way of example, asbestos or mold), present in the Ninth Floor Expansion Premises or Building as of the Ninth Floor Expansion Premises Delivery Date, or (b) violation of any applicable law or Code (provided that Tenant, as opposed to Landlord, shall be responsible for any applicable Code compliance in the restrooms in the ninth floor restrooms in the Ninth Floor Expansion Premises in connection with the construction of the Improvements and approval of the same by the applicable governmental entity), rule, regulation or ordinance existing in the Building or Ninth Floor Expansion Premises (including, without limitation, the Americans With Disabilities Act and any like State of California requirements), as of the date of this Sixth Amendment, or (c) any construction or design defect in the Ninth Floor Expansion Premises or Building that is known by Landlord as of the date hereof, but that would not be reasonably discoverable by Tenant or Tenant's Agents upon a reasonable inspection or a licensed architect's field inspection, and, based on the information known to Landlord as of the date hereof, would reasonably be expected to materially delay or increase the cost (or change the scope) of the performance of the Improvements. The Contractor shall perform, at Landlord's sole cost and expense, provided such cost and expense are commercially reasonable costs (and not deducted from the Allowance or the Space Planning Allowance), the work reasonably necessary relating to each Landlord TI Event affecting the Improvements (or any portion thereof (subject to Landlord's prior review of the written plans and written bids therefor in reasonable detail). Landlord shall timely and promptly pay the Contractor directly for such work within thirty (30) days after invoicing. Without limiting the foregoing, to the extent that, at any time during the Term, the Improvements (or any other alterations or improvements) or governmental requirements require the alteration or removal of any shaft above the ceiling vent (unless such shaft is installed by Tenant), or such alteration or removal is otherwise required, then Landlord's contractor shall, at Landlord's sole cost and expense, alter or remove the shaft (together with all related restoration, repair and other work, such as, by way of example, removing the shaft from the Building in its entirety, if necessary, and restoring the other floors in the Building as a result thereof) to the extent reasonably required to accommodate the installation of the Improvements (or any other alterations or improvements) without delaying Tenant's construction thereof.

Section 6. Retention of Professionals; Pre-Construction Requirements and Approvals. Prior to Tenant or Contractor commencing any work:

a) Tenant shall retain an architect/space planner, subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed (the "**Architect**"), and which approval shall be deemed granted unless Landlord provides a reasonable disapproval prior to the third (3rd) business day after receipt by Landlord of Tenant's proposed Architect. Notwithstanding anything to the contrary herein, Tenant may, at Tenant's sole option, and without the need for approval by Landlord, use DLR Group as the Architect (including, without limitation, for MEP and structural design). The Architect shall prepare the Space Plan.

b) Contractor, and its subcontractors and suppliers, shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall deliver to Landlord notice of its proposed Contractor not later than ten (10) business days after the mutual execution of this Sixth Amendment (and any reasonable qualifying information, such as references, unless Landlord has approved the Contractor for Tenant's previous improvements), and Landlord shall approve or reject the same within three (3) business days after the receipt of notice of Tenant's proposed Contractor provided that such approval shall be deemed granted unless Landlord provides a reasonable disapproval prior to the third (3rd) business day after the receipt of notice of Tenant's proposed Contractor. Tenant shall cause Contractor to execute and deliver to Landlord the Agreement By Contractor of Indemnification/Hold Harmless of Landlord attached to this Exhibit B as Schedule 1. Notwithstanding anything to the contrary herein, Tenant may, at Tenant's sole option, and without the need for approval by Landlord, use Sierra Pacific Constructors as the Contractor, and/or DLR Group for mechanical, electrical and plumbing, and/or for any structural, work. Contractor shall provide Landlord with a true, complete and correct copy of the construction contract between Contractor and Tenant. So long as the same are reasonably cost competitive, Contractor shall use Landlord's preferred fire-life safety and heating, venting, air-conditioning subcontractors for such work. All subcontractors, laborers, materialmen, and suppliers, and the Contractor, Architect and Engineers shall be known collectively as "Tenant's Agents". During completion of the Improvements, Tenant and Tenant's Agents shall use commercially reasonable efforts avoid creating disputes or conflicts between any labor personnel hired by Tenant or Tenant's Agents and unionized workforce or trades engaged in performing other work, labor or services in or about the Building or in the vicinity. If any dispute or conflict occurs, Tenant, upon demand by Landlord, shall use commercially reasonable efforts to attempt to resolve such dispute or conflict. Tenant shall indemnify and hold Landlord harmless from and against all claims, suits, demands, damages, judgments, costs, interest and expenses (including attorneys fees and costs incurred in the defense thereof) to which Landlord may be subject or suffer when the same arise out of or in connection with the use of, work in, construction to, or actions in, on, upon or about the Ninth Floor Expansion Premises by Tenant or Tenant's agents, contractors, directors, employees, licensees, officers, partners or shareholders, including any actions relating to the installation, placement, removal or financing of the Improvements and any other improvements, fixtures and/or equipment in, on, upon or about the Ninth Floor Expansion Premises. Notwithstanding the foregoing or anything to the contrary in this Sixth Amendment or the Lease, Tenant shall have no obligation whatsoever to use union labor (or any other labor subject to a collective bargaining agreement).

c) All Plans and Specifications shall be subject to Landlord's reasonable prior approval, which approval shall not be unreasonably withheld, conditioned' or delayed and shall be deemed granted if Landlord does not reasonably disapprove the Plans and Specifications within five (5) business days of receipt of such Plans and Specifications from Tenant. Two (2) full size (hard copy) sets of Plans and Specifications shall be delivered to Landlord in any instance where Landlord has the right to prior review and approval of Plans and Specifications or revisions thereof. Notwithstanding anything contained in this Exhibit B to the contrary, and without limiting Landlord's reasonable discretion to withhold its approval hereunder, it shall be deemed reasonable for Landlord to deny its consent to any aspect of the Plans and Specifications that (i) adversely affect Building systems, the structure of the

Building or the safety of the Building and/or its occupants, (ii) would violate any applicable governmental laws, rules or ordinances; (iii) would require any changes that adversely impact the base, shell and core of the Building, and/or (iv) are materially inconsistent with the standards of first class office buildings in the vicinity of the Building, as reasonably determined by Landlord and the Contractor. Landlord shall provide a written statement of any disapproval of any Plans and Specifications stating the reasonable reasons for Landlord's disapproval. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Plans and Specifications as set forth in this Section 6, shall be for its sole purpose and shall not imply Landlord's approval of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Plans and Specifications are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Tenant agrees that Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Plans and Specifications, except to the extent Landlord delivered to Tenant or any of Tenant's Agents incorrect base building plans or other written information regarding the Building and such incorrect base building plans or written information caused such errors or omissions. After the mutual execution and delivery of this Sixth Amendment by Landlord and Tenant, Tenant shall promptly cause the Architect to complete the architectural and engineering drawings for the Ninth Floor Expansion Premises and, if applicable, the Existing Premises, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits (collectively, the "**Plans and Specifications**") and shall submit the same to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted unless Landlord provides a written reasonable disapproval thereof to Tenant within five (5) business days after Landlord's receipt of the Plans and Specifications. Tenant shall supply Landlord with two (2) copies certified by the Architect of such Plans and Specifications. If reasonably and timely requested by Landlord, Tenant shall revise the Plans and Specifications in accordance with such review and any reasonable disapproval of Landlord timely provided by Landlord to Tenant in connection therewith. The Plans and Specifications must be approved (which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be deemed granted as set forth herein) by Landlord prior to the commencement of construction of the Ninth Floor Expansion Premises by Tenant. Concurrently with Tenant's submittal of the Plans and Specifications to Landlord for its approval hereunder, Tenant may submit the same to the appropriate municipal authorities for all applicable building permits (provided that such submission shall be at Tenant's sole risk and shall not alter or modify Landlord's right to reasonably approve the Plans and Specifications in accordance with the terms hereof). Tenant hereby agrees that, subject to the terms and conditions of this Exhibit B, neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy (or their substantial equivalent) for the Ninth Floor Expansion Premises and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy at no material cost to Landlord. No material changes, modifications or alterations in the Plans and Specifications may be made without the prior written consent of Landlord, which consent may not be unreasonably withheld, conditioned or delayed and shall be deemed granted unless Landlord delivers a written reasonable disapproval thereof to Tenant within five (5) business days following submission by Tenant.

d) Prior to the commencement of the construction of the Improvements, Tenant shall provide Landlord with a detailed breakdown, by trade, of the final costs to be incurred or which have been incurred in connection with the design and construction of the Improvements to be performed by or at the direction of Tenant or the Contractor, which costs form a basis for the amount of the construction

contract with Contractor. Notwithstanding anything to the contrary herein, Landlord and its affiliates shall not be entitled to a supervisory fee or administrative fee in connection with the Improvements, and, notwithstanding anything to the contrary in this Sixth Amendment or the Lease, Landlord shall not be entitled to any other fees or charges in connection with the Improvements except as may be otherwise expressly provided in this Exhibit B.

e) Contractor shall submit to Landlord verification of public liability and workmen's compensation insurance as reasonably required by Landlord's Building manager (which requirements shall be delivered to Tenant in writing on or before this Sixth Amendment is fully executed).

f) Landlord and Tenant agree that if the Improvements are actually constructed by Tenant's Contractor at a cost which is less than the Allowance or Space Planning Allowance there shall be no monetary adjustment between Landlord and Tenant or offset against Rent or other sums owed by Tenant to Landlord under the Lease and the entire cost savings, after deducting Allowance amounts disbursed for all other Allowance Items) shall be retained by Landlord and relinquished by Tenant.

Section 7. Landlord's Administration of Construction. Tenant's Contractor and its subcontractors and suppliers shall be subject to Landlord's reasonable administrative control and supervision; provided, however, notwithstanding anything to the contrary herein, no supervision or administrative or other fees or charges shall be charged by Landlord or any affiliate of Landlord. Landlord shall provide the Contractor and its subcontractors free parking in the Building parking facility and reasonable access to the Building, the Building parking facilities, the Existing Premises and the Ninth Floor Expansion Premises twenty-four (24) hours per day, seven (7) days per week, provided that Tenant and its contractors schedule such access in advance as may be reasonably requested by the Building's property manager, so as to timely complete the Improvements; reasonable use of the freight elevators and loading docks for the movement of Contractor's and its subcontractor's materials and laborers free of charge. Landlord shall not charge Tenant for Contractor's and subcontractors' parking, elevator use, utilities or HVAC during construction of the Improvements and while such Contractor and subcontractors are performing the Improvements. Tenant's subcontractors shall submit schedules of all work relating to the Improvements to Contractor and Contractor shall, within five (5) business days of receipt thereof, inform Tenant's subcontractors of any changes which are necessary thereto, and Tenant's subcontractors shall substantially adhere to such corrected schedule. Tenant shall, at no cost or expense to Tenant, abide by all reasonable, non-discriminatory rules made by Landlord's Building manager with respect to the storage of materials, coordination of work with the contractors of other tenants, and any other matter in connection with this Exhibit B. From time to time during the construction of the Improvements Tenant shall, promptly upon reasonable request from Landlord, provide reasonable progress reports to Landlord regarding the progress of the preparation of plans and specifications and the construction of the Improvements. In addition, Landlord shall have the right to inquire of Tenant from time to time regarding meetings to be held between Tenant, the Architect and the Contractor, and shall have the right to attend any such meetings. Further, Landlord shall have the right to require Tenant, Architect and the Contractor to meet with Landlord to discuss the progress of the preparation of plans and specifications and the construction of the Improvements, as reasonably deemed necessary by Landlord.

Section 8. Fixed Date for Expansion Premises Commencement Date and Rent Commencement Dates. Tenant acknowledges and agrees that whether or not Tenant has completed construction of the Improvements, the Ninth Floor Expansion Premises Commencement Date (and the respective Rent commencement dates for each portion thereof as specified in the Sixth Amendment to which this Exhibit B is attached) shall be as set forth in Section 5 of the Sixth Amendment as extended day for day for each day of a Landlord Delay and each day of delay caused by Force Majeure and/or Governmental Delay.

Section 9. Compliance with Construction Policies. During construction of the Improvements, Tenant's Contractor shall adhere to the Construction Policies specified hereinbelow, which represent Landlord's minimum requirements for completion of the Improvements.

CONSTRUCTION POLICIES

The following policies outlined are the construction procedures for the Building. As a material consideration to Landlord for granting Landlord’s permission to Tenant to complete the construction contemplated hereunder, Tenant agrees to be bound by and follow the provisions contained hereinbelow:

Section 10. Administration.

a) Contractors to notify Building Office prior to starting any work. No exceptions. All jobs must be scheduled by the general contractor or sub-contractor when no general contractor is being used.

b) The general contractor is to provide the Building Manager with a copy of the projected work schedule for the suite, prior to the start of construction.

c) Contractor will make sure that at least one set of drawings will have the Building Manager’s initials approving the plans and a copy delivered to the Building Office.

d) As-built construction, including mechanical drawings and air balancing reports will be submitted at the end of each project.

e) The HVAC contractor is to provide the following items to the Building Manager upon being awarded the contract from the general contractor:

i) A plan showing the new ducting layout, all supply and return air grille locations and all thermostat locations. The plan sheet should also include the location of any fire dampers.

ii) An Air Balance Report reflecting the supply air capacity throughout the suite, which is to be given to the Chief Building Engineer at the finish of the HVAC installation.

f) All paint bids should reflect a one-time touch-up paint on all suites. This is to be completed approximately five (5) days after move-in date.

g) The general contractor must provide for the removal of all trash and debris arising during the course of construction. At no time are the building’s trash compactors and/or dumpsters to be used by the general contractor’s clean-up crews for the disposal of any trash or debris accumulated during construction. The Building Office assumes no responsibility for bins. Contractor is to monitor and resolve any problems with bin usage without involving the Building Office. Bins are to be emptied on a regular basis and never allowed to overflow. Trash is to be placed in the bin.

h) Contractors will include in their proposals all costs to include: additional security (if required), restoration of carpets, etc.

i) Any problems with construction per the plan, will be brought to the attention of and documented to the Building Manager.

Section 11. Building Facilities Coordination.

a) All deliveries of material will be made through the parking lot entrance.

b) Construction materials and equipment will not be stored in any area without prior approval of the Building Manager.

c) Only the freight elevator is to be used by construction personnel and equipment. Under no circumstances are construction personnel with materials and/or tools to use the “passenger” elevators.

Section 12. Housekeeping.

a) Suite entrance doors are to remain closed at all times, except when hauling or delivering construction materials.

b) All construction done on the property that requires the use of lobbies or common area corridors will have carpet or other floor protection. The following are the only prescribed methods allowed:

i) Mylar — Extra heavy-duty to be taped from the freight elevator to the suite under construction.

ii) Masonite —1/4 inch Panel, Taped to floor and adjoining areas. All corners, edges and joints to have adequate anchoring to provide safe and "trip-free" transitions. Materials to be extra heavy-duty and installed from freight elevator to the suite under construction.

c) Restroom wash basins will not be used to fill buckets, make pastes, wash brushes, etc. If facilities are required, arrangements for utility closets will be made with the Building Office.

d) Food and related lunch debris are not to be left in the suite under construction.

e) All areas the general contractor or their sub-contractors work in must be kept clean. All suites the general contractor works in will have construction debris removed prior to completion inspection. This includes dusting of all window sills, light diffusers, cleaning of cabinets and sinks. All common areas are to be kept clean of building materials at all times so as to allow tenants access to their suites or the building.

Section 13. Construction Requirements.

a) All Life and Safety and applicable Building Codes will be strictly enforced (i.e., tempered glass, fire dampers, exit signs, smoke detectors, alarms, etc.). Prior coordination with the Building Manager is required.

b) Electric panel schedules must be brought up to date identifying all new circuits added.

c) All electrical outlets and lighting circuits are to be properly identified. Outlets will be labeled on back side of each cover plate.

d) All electrical and phone closets being used must have panels replaced and doors shut at the end of each day's work. Any electrical closet that is opened with the panel exposed must have a work person present.

e) All electricians, telephone personnel, etc. will, upon completion of their respective projects, pick up and discard their trash leaving the telephone and electrical rooms clean. If this is not complied with, a clean-up will be conducted by the building janitors and the general contractor will be back-charged for this service.

f) Welding or burning with an open flame will not be done without prior approval of the Building Manager. Fire extinguishers must be on hand at all times.

g) All "anchoring" of walls or supports to the concrete are not to be done during normal working hours (7:30 AM - 6:00 PM, Monday through Friday). This work must be scheduled before or after these hours during the week or on the weekend.

h) All core drilling is not to be done during normal working hours (7:30 AM - 6:00 PM, Monday through Friday). This work must be scheduled before or after these hours during the week or on the weekend.

i) All HVAC work must be inspected by the Building Engineer. The following procedures will be followed by the general contractor:

i) A preliminary inspection of the HVAC work in progress will be scheduled through the Building Office prior to the reinstallation of the ceiling grid.

ii) A second inspection of the HVAC operation will also be scheduled through the Building Office and will take place with the attendance of the HVAC contractor's Air Balance Engineer. This inspection will take place when the suite in question is ready to be air-balanced.

iii) The Building Engineer will inspect the construction on a periodic basis as well.

j) All existing thermostats, ceiling tiles, lighting fixtures and air conditioning grilles shall be saved and turned over to the Building Engineer.

Good housekeeping rules and regulations will be strictly enforced. The building office and engineering department will do everything possible to make your job easier. However, contractors who do not observe the construction policy will not be allowed to perform within this building. The cost of repairing any damages that are caused by Tenant or Tenant's contractor and not remedied within the notice and cure periods set forth in the Lease during the course of construction and not remedied within the notice and cure periods set forth in the Lease, shall be deducted from Tenant's Security Deposit, as may be permitted under the terms and conditions of Section 3.7 of the Lease.

LANDLORD:

DOUGLAS EMMETT 2008, LLC,
a Delaware limited liability company

By: Douglas Emmett Management, Inc.,
a Delaware corporation, its Manager

By: /s/ Andrew Goodman
Andrew Goodman
Senior Vice President

Dated: 5/18/17

TENANT:

BLACKLINE SYSTEMS, INC.,
a California corporation

By: /s/ Karole Morgan-Prager
Name: Karole Morgan-Prager
Title: Chief Legal and Administrative Officer

Dated: May 15, 2017

SCHEDULE 1

Agreement By Contractor of Indemnification/Hold Harmless of Landlord

(“Agreement”)

Owner:

Douglas Emmett , LLC
c/o Douglas Emmett Management, LLC
Director of Property Management
808 Wilshire Boulevard, Suite 200
Santa Monica, California 90401

Contractor:

____
____
____

Re: (the “**Real Property**”)

The undersigned (referred to herein as “**Contractor**”) has been engaged by (“**Tenant**”) to perform work (the “**Work**”) in or on the above referenced Real Property, which is owned by Douglas Emmett , LLC, a Delaware limited liability company (“**Owner**”), and managed by Owner’s duly authorized agent, Douglas Emmett Management, LLC, a Delaware limited liability company (“**Manager**”). Contractor acknowledges and agrees that Contractor has reviewed and shall comply with the “Construction Policies” that are a part of the [Tenant Work Letter] attached as Exhibit to the Lease. Contractor also agrees that Contractor shall, and shall cause its subcontractors, agents and employees to (a) perform the Work and enter and exit the Real Property, elevators, and parking facilities in a manner that will not disturb any other tenants, subtenants or other occupants of the Real Property or any of their employees, officers or invitees; (b) engage in any demolition, anchoring of walls or supports, drilling, or conduct any other aspect of planning or construction or operate any equipment in Tenant’s premises or any other part of the Real Property that may cause excessive noise, dust, vibrations or odors only during such hours as approved in writing in advance by Owner or Manager and only in the manner prescribed in writing by Owner or Manager; (c) comply with the Construction Policies or any written guidelines or instructions delivered to Contractor from Owner or Manager regarding performance of the Work; and (d) comply with applicable laws. Contractor understands and agrees that, prior to Contractor commencing the Work, Owner requires Contractor to provide the Landlord Parties (as hereinafter defined) with certain protections and that such protections are a material inducement to Owner’s consent to allowing Contractor to perform the Work at the Real Property. Accordingly, Contractor hereby agrees to and/or shall comply with the following:

1. Contractor shall indemnify and hold harmless Owner and Manager and their respective affiliates, members, interest holders, managing members, officers, directors, partners, employees, agents, predecessors, successors and assigns (hereinafter collectively referred to as “**Landlord Parties**” and individually a “**Landlord Party**”) from and against all liabilities, claims, damages, losses, liens, causes of actions, judgments, costs and expenses, of whatever kind or nature, including without limitation, bodily injury or death (whether or not those injured or deceased are performing work under this Agreement or are affiliated with the parties hereto), property damage, costs of litigation (including, without limitation, actual attorneys’ fees and costs)

(collectively, "**Claims**") arising out of or resulting from (1) the failure of Contractor or any of its subcontractors, employees or agents to comply with the requirements set forth in clauses (a), (b), (c) or (d) above; or any other obligation of Contractor under this Agreement, (2) the negligent acts or omissions of Contractor, its owners, agents, servants, employees, or subcontractors, or (3) the Work performed by Contractor. This indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for Contractor or its subcontractors under workers compensation or disability laws. Contractor's duty to indemnify shall include and extend to (i) situations in which Contractor has been negligent in the screening, hiring and training of its employees, contractors and subcontractors, said negligence of which causes liability in which any Landlord Party is alleged to be responsible for any Claims arising out of such negligent screening, hiring or training; and (ii) Claims for labor performed, equipment, tools, supplies or materials used or furnished in the performance of Contractor's services, including any costs and expenses incurred in the defense of such Claims and any damages to any Landlord Party resulting from such Claims.

2. Contractor agrees after written demand to immediately cause the effect of any suit or lien to be removed from the Real Property and in the event Contractor shall fail to do so, Owner is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the costs thereof, together with attorneys' fees shall be immediately due and payable by Contractor to Owner. In the event a suit is brought against any Landlord Party or if any Landlord Party is named as a defendant in any suit against Contractor or Tenant, Contractor shall, at the option of Owner in Owner's sole discretion, defend the Landlord Parties with counsel selected by Contractor and acceptable to Owner, in Owner's reasonable discretion. Contractor shall pay any and all costs and expenses in connection therewith as well as all additional costs and expenses incurred in such suit, including without limitation, professional fees such as expert fees, and/or appraisers' and accountants' fees, and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the court in such suit. Contractor may litigate any such lien or suit provided Contractor causes the effect thereof to be removed from the Real Property promptly in advance.

3. Contractor shall promptly pay all indebtedness incurred in Contractor's performance of the Work. Should any lien or charge attach to the Real Property by reason of Contractor's failure to pay such indebtedness, Contractor shall promptly procure the release of any such lien or charge and shall indemnify, defend (with counsel reasonably approved by Owner) and hold the Landlord Parties harmless from all loss, cost damage or expense incidental thereto.

4. If at any time there should be evidence of any lien or claim for which Owner or Manager is or might become liable, or for which the Real Property is, or might become subject to and which is chargeable to Contractor or any of its subcontractors, after allowing Contractor thirty (30) days to remove such lien, Owner or Manager shall have the right to retain out of any amounts due Contractor (as in for example, disbursements of any tenant improvement allowance), which shall be above and beyond any retention amounts, an amount sufficient to clear the lien or claim and completely indemnify the Landlord Parties against such lien or claim along with all associated costs, which shall in no way serve as an election of remedies by Owner or Manager. Contractor may obtain possession of the retained amount, provided that Contractor (a) posts a bond or other security in an amount sufficient to fully indemnify the Landlord Parties against the lien or claim, and (b) obtains Owner or Manager's approval as to the adequacy and quality of the bond or security, which Owner or Manager shall not unreasonable withhold. The cost of any such bond shall be borne by Contractor.

5. Contractor shall not take and is not authorized to take any action in the name of or otherwise on behalf of Owner or Manager which would violate any applicable law. If Contractor knowingly performs any Work or engages in any other activities contrary to applicable law, Contractor shall bear any and all additional costs resulting therefrom, including, but not limited to, the costs of correcting the Work or repairing the Real Property to comply with such law and the cost of fully indemnifying the Landlord Parties from all violations.

6. Contractor shall immediately cause all Landlord Parties to be released from any liability or penalty which may be imposed on Contractor, its employees, agents or subcontractors by reason of any alleged violation or violations of applicable law by Contractor in performance of the Work.

SCHEDULE 1

7. Contractor waives any right to consequential, special or indirect damages or loss of anticipated profits, except for acts of gross negligence or intentional misconduct by Owner or Manager. Notwithstanding anything else contained herein to the contrary, Contractor shall look solely to Owner's interest in the Real Property and any proceeds from a sale of the Real Property that actually remain undistributed, for satisfaction of any liabilities or obligations of Owner under this Agreement. No Landlord Party shall be personally liable for any such liabilities or obligations whatsoever.

8. If litigation is instituted between Owner and Contractor, the cause for which arises out of or in relation to this Agreement, the prevailing party in such litigation shall be entitled to receive its costs (not limited to court costs), expenses and reasonable attorneys' fees from the non-prevailing party as the same may be awarded by the court.

It is expressly understood and agreed that the foregoing provisions shall survive the termination or expiration of any agreement between Contractor and Tenant.

ALL OF THE ABOVE TERMS ARE AGREED TO AND ACKNOWLEDGED BY:

Signature	Company Name
Title	Street Address
Date	City, State, Zip

EXHIBIT C

BASE BUILDING

The Base, Shell and Core of Ninth Floor Expansion Premises shall be structurally sound and in good working order. To the extent there is any conflict between the terms of this Base, Shell and Core definition and the terms of the Lease, as amended, the terms of the Lease, as amended, shall govern.

1. Men’s and Women’s restrooms to be provided.

2. Landlord to provide all required step down transformers and panel boards within the Building’s electrical closets for distribution of the power requirement set forth in the Lease. Tenant, at its own cost and expense shall have the right to install additional electrical power capacity of electrical power capacity (including panels and transformers), if needed, subject to Landlord’s prior review and written approval of the plans and specifications for the same;

3. Adequate capacity for Code required egress lighting and exit lighting.

4. The Building’s main duct loop(s) to be properly insulated with aluminum foil facing, with return air and smoke and fire dampers as required by Code.

5. The noise levels within the Ninth Floor Expansion Premises shall not exceed NC 35.

6. Landlord to provide sprinkler protection consisting of mains, laterals and uprights installed, at a minimum, in numbers according to Code for unoccupied space.

7. Building fire protection and fire/life safety alarm and communication system installed according to Code as of the date the Building was certified for occupancy.

8. Life safety infrastructure including panels and power sources. Landlord to provide adequate electrical capacity within the Building’s fire alarm system to provide for Tenant’s fire life safety requirements on each floor of the Ninth Floor Expansion Premises, subject to Landlord’s review of Tenant’s Plans and Specifications.

9. All hazardous materials removed or encapsulated in compliance with Code.

10. Illuminated exit signage at stairwells as required by Code.

11. All exterior windows (including, without limitation, all panels) in the Ninth Floor Expansion Premises, and all window coverings and treatments for such windows in the Ninth Floor Expansion Premises, shall be delivered in good condition and working order.

EXHIBIT D

LOCATION OF ELECTRIC VEHICLE CHARGING STATION

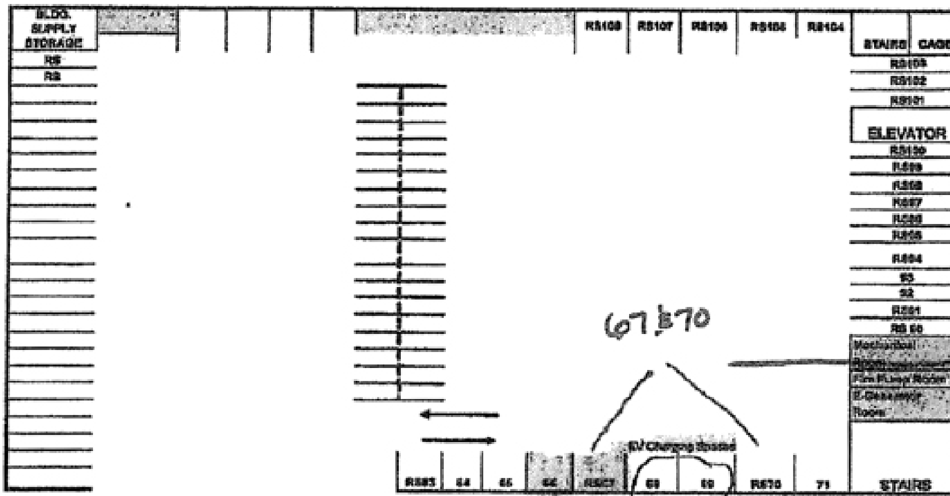
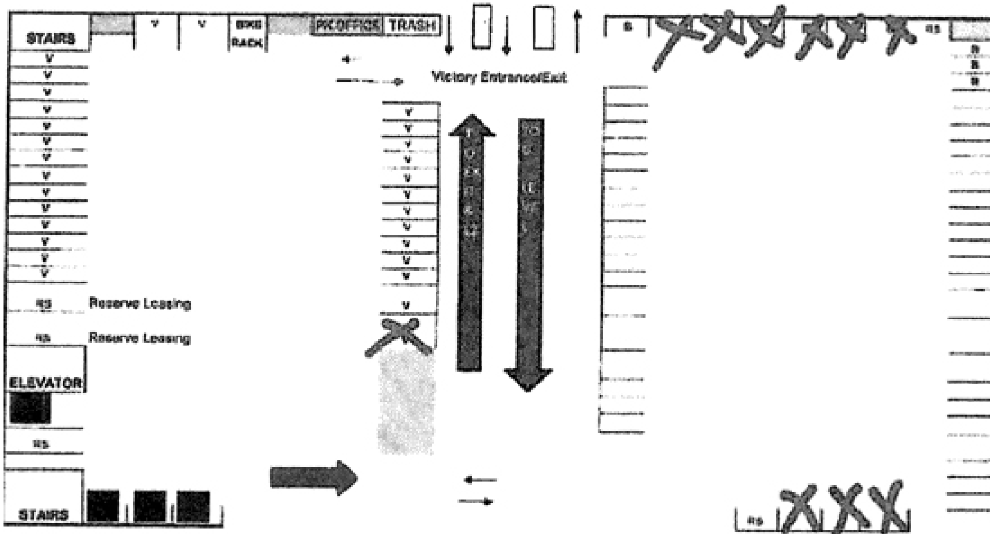


EXHIBIT E

RESERVED PARKING LOCATION

Warner Corporate Center
21300 Victory Blvd.
Woodland Hills, CA 91367
<u>Parking Layout</u>
<u>LEVEL 2</u>



Level 2

UR	53
TR	
RS	5
B	4
V	29
Total	91

Blackline Reserved
Option 2: Stalls
marked: B
8th Fl Lease

Exhibit 10.28

SEVENTH AMENDMENT TO OFFICE LEASE

This Seventh Amendment to Office Lease (the "**Seventh Amendment**"), dated May 18, 2017, is made by and between DOUGLAS EMMETT 2008, LLC, a Delaware limited liability company ("**Landlord**"), and BLACKLINE SYSTEMS, INC., a California corporation ("**Tenant**").

WHEREAS,

A. Landlord, pursuant to the provisions of that certain Office Lease, dated November 22, 2010 and a certain Memorandum of Lease Term Dates and Rent dated April 21, 2011 (the "**Original Memorandum**", and collectively, the **"Original Lease**"); as amended by a certain First Amendment to Office Lease dated August 14, 2012 (the "**First Amendment**"); as further amended by a certain Second Amendment to Office Lease dated December 26, 2013 (the "**Second Amendment**") and as further amended by a certain Third Amendment to Office Lease dated June 24, 2014, (the "**Third Amendment**"), as further amended by a certain Fourth Amendment to Office Lease dated January 29, 2015 (the "**Fourth Amendment**"), a Memorandum Of Lease Term Dates And Rent dated May 12, 2015 ("**Memorandum Re Third Amendmen**t"), a Fifth Amendment to Office Lease dated October 6, 2016 (the "**Fifth Amendment**"); and that certain Sixth Amendment to Office Lease dated May 10, 2017 (the "**Sixth Amendment**" and together with the Original Lease, Original Memorandum, the First Amendment, Second Amendment, Third Amendment, Memorandum Re Third Amendment, Fourth Amendment, and the Fifth Amendment, the "**Lease**"), leased to Tenant and Tenant leased from Landlord space in the property located at 21300 Victory Boulevard, Woodland Hills, California 91367 (the "**Building**"), commonly known as Suites 1000, 1100, and 1200 (collectively, the "**Existing Premises**");

B. Landlord and Tenant, for their mutual benefit, wish to amend the Lease as set forth below.

NOW, THEREFORE, in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the sufficiency of which Landlord and Tenant hereby acknowledge, Landlord and Tenant agree:

1. Confirmation of Defined Terms. Unless modified herein, all terms previously defined and capitalized in the Lease shall hold the same meaning for the purposes of this Seventh Amendment.

2. Confidentiality. Section 14 of the Sixth Amendment is hereby deleted in its entirety and replaced with the following: "Landlord and Tenant agree that, except for matters or record or as required by applicable law, the covenants and provisions of this Sixth Amendment shall not be divulged to anyone not directly involved in the management, administration, ownership, lending against, or subleasing of the Premises, other than Tenant's or Landlord's counsel-of-record or leasing or sub-leasing broker of record."

3. Governing Law. The provisions of this Seventh Amendment shall be governed by the laws of the State of California.

4. Reaffirmation. Landlord and Tenant acknowledge and agree that the Lease, as amended herein, constitutes the entire agreement by and between Landlord and Tenant relating to the Premises, and supersedes any and all other agreements written or oral between the parties hereto. Furthermore, except as modified herein, all other covenants and provisions of the Lease shall remain unmodified and in full force and effect.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this document, effective the later of the date(s) written below.

LANDLORD:

DOUGLAS EMMETT 2008, LLC,
a Delaware limited liability company

By: Douglas Emmett Management, Inc.,
a Delaware corporation, its Manager

By: /s/ Andrew Goodman
Andrew Goodman,
Senior Vice President

Dated: 5/18/2017

TENANT:

BLACKLINE SYSTEMS, INC.,
a California corporation

By: /s/ Karole Morgan-Prager

Name: Karole Morgan-Prager

Title: Chief Legal and Administrative Officer

Dated: 5/18/2017

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-1 of BlackLine, Inc. of our report dated March 10, 2017 relating to the financial statements, which appears in such Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Los Angeles, California
May 22, 2017