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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

(Rule 14d-100)

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

Care.com, Inc.

(Name of Subject Company (Issuer))

Buzz Merger Sub Inc.

(Offeror)

A wholly-owned subsidiary of

IAC/InterActiveCorp

(Parent of Offeror)

(Names of Filing Persons (identifying status as Offeror, Issuer or Other Person))

Common Stock, par value $0.001 per share ("Common Shares")
Series A Convertible Preferred Stock, $0.001 par value per share ("Preferred Shares")
(Title of Class of Securities)

141633107 ("Common Shares")
None (Preferred Shares)
(CUSIP Number of Class of Securities)

Gregg Winiarski
Executive Vice President, General Counsel & Secretary
IAC/InterActiveCorp
555 West 18th Street
New York, New York 10011
(212) 314-7300
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copies to:
Brandon Van Dyke
Richard L. Oliver
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
(212) 735-3000

CALCULATION OF FILING FEE

Transaction Valuation	Amount of Filing Fee
$624,571,226	$81,070

* Estimated for purposes of calculating the filing fee only. The transaction valuation was calculated as the sum of (i) 33,288,814 Common Shares, of Care.com, Inc. ("Care.com") outstanding multiplied by $15.00, (ii) 46,350 Preferred Shares, of Care.com outstanding multiplied by $1,813.29, (iii) 2,415,926 Common Shares issuable pursuant to outstanding options with an exercise price less than the price of $15.00 per share, multiplied by $8.06 (which is the price of $15.00 minus the weighted average exercise price for such options of $6.94 per share) and (iv) 1,448,044 Common Shares subject to issuance pursuant to outstanding Care.com restricted stock units multiplied by $15.00. The calculation of the filing fee is based on information provided by Care.com as of January 8, 2020, the most recent practicable date.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for Fiscal Year 2020, effective October 1, 2019, by multiplying the transaction value by 0.0001298.

o Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) of the Securities Exchange Act of 1934 and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable
Form or Registration No.: Not applicable

Filing Party: Not applicable
Date Filed: Not applicable

o Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

o issuer tender offer subject to Rule 13e-4.

o going-private transaction subject to Rule 13e-3.

o amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: o

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If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

o Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

o Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the offer by Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), to purchase (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com" or the "Company"), at a price per share of $15.00 in cash and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares" and, together with the Common Shares, the "Shares"), of the Company, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the expiration date for the Offer, pursuant to the terms of the Certificate of Designations, in each case, net to the seller in cash, without any interest, but subject to and reduced by any required withholding of taxes upon the terms and subject to the conditions set forth in this Offer to Purchase (together with any amendments or supplements hereto, the "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"), which are annexed to and filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. This Schedule TO is being filed on behalf of Purchaser and Parent. Unless otherwise indicated, references to sections in this Schedule TO are references to sections of the Offer to Purchase. The Agreement and Plan of Merger, dated as of December 20, 2019 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Purchaser and the Company, a copy of which agreement is attached as Exhibit (d)(1) hereto, is incorporated herein by reference with respect to Items 4 through 11 of this Schedule TO.

ITEM 1. SUMMARY TERM SHEET.

The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" is incorporated herein by reference.

ITEM 2. SUBJECT COMPANY INFORMATION.

(a) The name of the subject company and the issuer of the securities subject to the Offer is Care.com, Inc., a Delaware corporation. Its principal executive office is located at 77 Fourth Avenue, Fifth Floor, Waltham, Massachusetts 02451 and its telephone number is (781) 642-5900.

(b) This Schedule TO relates to the Shares of the Company. According to the Company, as of January 9, 2020, there were approximately (i) 38,288,814 Common Shares issued and outstanding, (ii) 46,350 Preferred Shares issued and outstanding, (iii) 2,938,619 Common Shares subject to issuance pursuant to granted and outstanding options to purchase Common Shares, (iv) 1,435,859 Common Shares subject to issuance in settlement of outstanding restricted stock unit awards that are subject solely to service-based vesting conditions (including any restricted stock units that were subject, in whole or in part, to performance-based vesting conditions as of the applicable grant date, but that are solely subject to service-based vesting conditions as of immediately prior to the effective time of the Merger) and that are outstanding immediately prior to the effective time of the Merger and (v) 535,383 Common Shares subject to outstanding restricted stock units that are subject, in whole or in part, to performance-based vesting conditions.

(c) The information concerning the principal market, if any, in which the Shares are traded and certain high and low closing prices for the Shares in the principal market in which the Shares are traded set forth in Section 6 ("Price Range of Shares; Dividends") of the Offer to Purchase is incorporated herein by reference.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

(a), (b), (c) The filing companies of this Schedule TO are Parent and Purchaser (the "Filing Persons").

Each of Parent's and Purchaser's principal executive office is located at 555 West 18th Street, New York, New York 10011, and the telephone number of each is (212) 314-7300.

The information regarding the Filing Persons set forth in Section 9 ("Certain Information Concerning Purchaser and Parent") of the Offer to Purchase and *Schedule A* of the Offer to Purchase is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

(a) The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

(a), (b) The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" and Section 9 ("Certain Information Concerning Purchaser and Parent"), Section 10 ("Background of the Offer; Contacts with Care.com") and Section 11 ("Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements") of the Offer to Purchase is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(a), (c)(1), (4-7) The information set forth in the sections of the Offer to Purchase titled "Summary Term Sheet" and "Introduction" and Section 7 ("Certain Effects of the Offer"), Section 10 ("Background of the Offer; Contacts with Care.com"), Section 11 ("Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements"), Section 12 ("Source and Amount of Funds") and Section 14 ("Dividends and Distributions") of the Offer to Purchase is incorporated herein by reference.

(c)(2-3) Not applicable.

ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a), (d) The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" and Section 12 ("Source and Amount of Funds") of the Offer to Purchase is incorporated herein by reference.

(b) The Offer is not subject to a financing condition.

ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a), (b) The information set forth in Section 9 ("Certain Information Concerning Purchaser and Parent"), Section 10 ("Background of the Offer; Contacts with Care.com") and Section 11 ("Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements") is incorporated herein by reference.

ITEM 9. PERSONS/ASSETS, RETAINED, EMPLOYED, COMPENSATED OR USED.

(a) The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" and Section 10 ("Background of the Offer; Contacts with Care.com") and Section 16 ("Fees and Expenses") of the Offer to Purchase is incorporated herein by reference.

ITEM 10. FINANCIAL STATEMENTS.

Not applicable. In accordance with the instructions to Item 10 of this Schedule TO, the financial statements are not considered material because:

(a) the consideration offered consists solely of cash;

(b) the Offer is not subject to any financing condition; and

(c) the Offer is for all outstanding securities of the subject classes.

ITEM 11. ADDITIONAL INFORMATION.

(a)(1) The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" and in Section 10 ("Background of the Offer; Contacts with Care.com") and Section 11 ("Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements") of the Offer to Purchase is incorporated herein by reference.

(a)(2) and (a)(3) The information set forth in Section 15 ("Certain Legal Matters") of the Offer to Purchase is incorporated herein by reference.

(a)(4) The information set forth in Section 7 ("Certain Effects of the Offer") of the Offer to Purchase is incorporated by reference.

(a)(5) The information set forth in Section 15 ("Certain Legal Matters") of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 12. EXHIBITS.

(a)(1)(A)	Offer to Purchase, dated January 13, 2020
(a)(1)(B)	Form of Letter of Transmittal
(a)(1)(C)	Form of Notice of Guaranteed Delivery
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees
(a)(1)(E)	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees
(a)(1)(F)	Form of Summary Advertisement, published in The New York Times on January 13, 2020
(a)(2)	Not applicable
(a)(3)	Not applicable
(a)(4)	Not applicable
(a)(5)(A)	Joint Press Release of Parent and the Company, dated December 20, 2019 (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Parent with the Securities and Exchange Commission on December 20, 2019)
(a)(5)(B)	E-Communication Sent to Employees of the Company on December 20, 2019 (incorporated by reference to the Schedule 14D-9C filed by the Company with the Securities and Exchange Commission on December 23, 2019)

(a)(5)(C)	Q&A Provided to Employees of the Company, dated as of December 20, 2019 (incorporated by reference to the Schedule 14D-9C filed by the Company with the Securities and Exchange Commission on December 23, 2019)
(a)(5)(D)	Letter to Care@Work Clients, dated as of December 20, 2019 (incorporated by reference to the Schedule 14D-9C filed by the Company with the Securities and Exchange Commission on December 23, 2019)
(a)(5)(E)	Letter to HomePay Clients, dated as of December 20, 2019 (incorporated by reference to the Schedule 14D-9C filed by the Company with the Securities and Exchange Commission on December 23, 2019)
(a)(5)(F)	Joint Press Release issued by Parent and Care.com, dated January 13, 2020, announcing commencement of the Offer
(b)	Not applicable
(d)(1)	Agreement and Plan of Merger, dated as of December 20, 2019, among Parent, Purchaser and the Company
(d)(2)	Form of Support Agreement, dated as of December 20, 2019, entered into with the parties named on Schedule A thereto (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Parent with the Securities and Exchange Commission on December 23, 2019)
(d)(3)	Confidentiality Agreement, dated as of October 14, 2019, as amended November 24, 2019, by and between the Company and Parent
(g)	Not applicable
(h)	Not applicable

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not applicable.

EXHIBIT INDEX

(a)(1)(A)	Offer to Purchase, dated January 13, 2020
(a)(1)(B)	Form of Letter of Transmittal
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(a)(2)	Not applicable
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(a)(5)(F)	Joint Press Release issued by Parent and Care.com, dated January 13, 2020, announcing commencement of the Offer
(b)	Not applicable
(d)(1)	Agreement and Plan of Merger, dated as of December 20, 2019, among Parent, Purchaser and the Company
(d)(2)	Form of Support Agreement, dated as of December 20, 2019, entered into with the parties named on Schedule A thereto (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Parent with the Securities and Exchange Commission on December 23, 2019)
(d)(3)	Confidentiality Agreement, dated as of October 14, 2019, as amended November 24, 2019, by and between the Company and Parent
(g)	Not applicable
(h)	Not applicable

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 13, 2020

IAC/INTERACTIVECORP

By: /s/ GREGG WINIARSKI

Name: Gregg Winiarski
Title: *Executive Vice President and General Counsel*

BUZZ MERGER SUB INC.

By: /s/ GREGG WINIARSKI

Name: Gregg Winiarski
Title: *Vice President and Assistant Secretary*

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Exhibit (a)(1)(A)

Offer to Purchase
All Outstanding Shares
of

CARE.COM, INC.

at
$15.00 Per Share of Common Stock, Net in Cash
The Preferred Share Offer Price Described Below For Each Share of Series A Convertible Preferred Stock, Net in Cash
by

BUZZ MERGER SUB INC.

a wholly-owned subsidiary of

IAC/INTERACTIVECORP

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON FEBRUARY 10, 2020 UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), is offering to purchase (the "Offer") (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com" or the "Company"), at a price per Common Share of $15.00 (the "Common Share Offer Price") and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the expiration date for the Offer, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"). The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 20, 2019 (together with any amendments or supplements thereto, the "Merger Agreement"), among Care.com, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Care.com, without a meeting of Care.com's stockholders in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL"), with Care.com continuing as the surviving corporation and a wholly-owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger"). At the effective time of the Merger, each Share issued and outstanding immediately prior to such time (other than any (i) Shares held in the treasury of the Company, (ii) Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Parent or Purchaser, (iii) Shares irrevocably accepted for payment in the Offer and (iv) Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be converted into the right to receive an amount in cash equal to the Offer Price.

After careful consideration, the Care.com board of directors (the "Care.com Board"), at a meeting duly called and held and acting by unanimous approval of the directors present at the meeting, adopted resolutions (i) determining that the transactions contemplated by the Merger Agreement (the "Transactions"), including the Offer and the Merger, are advisable, fair to and in the best interests of the Company and its stockholders, (ii) approving, adopting and declaring advisable the Merger Agreement and the Transactions, including the Offer and the Merger, (iii) determining that the Merger shall be effected as soon as practicable following the Acceptance Time without a vote of the Company's stockholders pursuant to Section 251(h) of the DGCL and (iv) recommending that the Company's stockholders accept the Offer and tender their Common Shares and Preferred Shares, as applicable, to Purchaser in response to the Offer.

There is no financing condition to the Offer. The Offer is subject to various conditions. See Section 13—"Conditions of the Offer." A summary of the principal terms of the Offer appears on pages 1 through 8 of this Offer to Purchase. You should read this entire document carefully before deciding whether to tender your Shares.

January 13, 2020

IMPORTANT

If you desire to tender all or any portion of your Shares to us pursuant to the Offer, you should either (i) if you hold your Shares directly as the registered owner, (A) complete and sign the Letter of Transmittal for the Offer, which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, mail or deliver the Letter of Transmittal and any other required documents to Computershare Trust Company, N.A., the depositary and paying agent for the Offer (the "Depositary"), and deliver the certificates for your Shares to the Depositary along with the Letter of Transmittal or (B) tender your Shares by book-entry transfer by following the procedures described in Section 3—"Procedures for Tendering Shares" of this Offer to Purchase, in each case, prior to the expiration of the Offer, or (ii) if you hold your Shares in street name, request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee you must contact that institution in order to tender your Shares to us pursuant to the Offer.

If you desire to tender your Shares to us pursuant to the Offer and the certificates representing your Shares are not immediately available, or you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer, or you cannot deliver all required documents to the Depositary prior to the expiration of the Offer, you may tender your Shares to us pursuant to the Offer by following the procedures for guaranteed delivery described in Section 3—"Procedures for Tendering Shares" of this Offer to Purchase.

* * *

Questions and requests for assistance may be directed to Georgeson LLC (the "Information Agent") at its address and telephone numbers, as set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be directed to the Information Agent. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making any decision with respect to the Offer.

This transaction has not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or any state securities commission nor has the SEC or any state securities commission passed on the fairness or merits of such transaction or upon the accuracy or adequacy of the information contained in this Offer to Purchase or the Letter of Transmittal. Any representation to the contrary is unlawful.

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SUMMARY TERM SHEET

Buzz Merger Sub Inc., a recently formed Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), is offering to purchase (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com" or the "Company"), at a price per share of $15.00 (the "Common Share Offer Price") and all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares") of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the expiration date for the Offer, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 20, 2019 (together with any amendments or supplements thereto, the "Merger Agreement"), among Care.com, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Care.com, without a meeting of Care.com's stockholders in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL"), with Care.com continuing as the surviving corporation and a wholly-owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger"). At the effective time of the Merger, each Share issued and outstanding immediately prior to such time (other than any (i) Shares held in the treasury of the Company, (ii) Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Parent or Purchaser, (iii) Shares irrevocably accepted for payment in the Offer and (iv) Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be converted into the right to receive an amount in cash equal to the Offer Price (the "Merger Consideration"). The following are some questions you, as a stockholder of Care.com, may have and answers to those questions. This Summary Term Sheet highlights selected information from this Offer to Purchase, and may not contain all of the information that is important to you and is qualified in its entirety by the more detailed descriptions and explanations contained in this Offer to Purchase and the related Letter of Transmittal. To better understand the Offer and for a complete description of the legal terms of the Offer, you should read this Offer to Purchase and the related Letter of Transmittal carefully and in their entirety. Questions or requests for assistance may be directed to the Information Agent at its address and telephone numbers, as set forth on the back cover of this Offer to Purchase. Unless otherwise indicated in this Offer to Purchase or the context otherwise requires, all references in this Offer to Purchase to "we," "our," or "us" refer to Purchaser or Parent, as the context requires.

WHO IS OFFERING TO BUY MY SECURITIES?

- The Offer is by Purchaser. Purchaser has been organized in connection with this Offer and has not carried on any activities other than entering into the Merger Agreement and the Support Agreements relating to, and other activities in connection with, the Offer. See Section 9—"Certain Information Concerning Purchaser and Parent."

- Parent has majority ownership of both Match Group, which includes Tinder, Match, PlentyOfFish, OkCupid and Hinge, and ANGI Homeservices, which includes HomeAdvisor, Angie's List and Handy, and also operates Vimeo, Dotdash and the Daily Beast, among many other online businesses. Parent is a leading media and Internet company with more than 150 brands and products serving loyal consumer audiences. Parent is headquartered in New York City and has business operations and satellite offices worldwide. See Section 9—"Certain Information Concerning Purchaser and Parent."

- Parent has agreed pursuant to the Merger Agreement to cause Purchaser to, upon the terms and subject to the conditions in this Offer to Purchase and the related Letter of Transmittal, accept and pay for Shares tendered and not validly withdrawn in the Offer.

WHAT ARE THE CLASSES AND AMOUNTS OF SECURITIES SOUGHT IN THE OFFER?

- Purchaser is seeking to purchase all of the issued and outstanding Common Shares and all of the issued and outstanding Preferred Shares. See the Introduction and Section 1—"Terms of the Offer."

HOW MUCH ARE YOU OFFERING TO PAY AND WHAT IS THE FORM OF PAYMENT? WILL I HAVE TO PAY ANY FEES OR COMMISSIONS?

- For the Common Shares, Purchaser is offering to pay $15.00 per Common Share in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions contained in this Offer to Purchase and in the related Letter of Transmittal.

- For the Preferred Shares, Purchaser is offering to pay (x) 150% of the Liquidation Preference per share, in cash, as specified in the Certificate of Designations, plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the expiration date for the Offer, pursuant to the terms of the Certificate of Designations.

- If you are the record holder for your Shares and you tender your Shares, you will not be obligated to pay brokerage fees or commissions or similar expenses. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply.

WHY IS PURCHASER MAKING THE OFFER?

- Purchaser is making the Offer because Purchaser and Parent want to acquire Care.com. See Section 1—"Terms of the Offer" and Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements."

WHAT ARE THE MOST SIGNIFICANT CONDITIONS OF THE OFFER?

- The Offer is subject to, among others, the following conditions:

    - there being validly tendered in the Offer (in the aggregate) and not properly withdrawn prior to expiration of the Offer that number of Common Shares and Preferred Shares that, together with the number of Common Shares and Preferred Shares (if any) then owned by Parent, equals at least a majority of the voting power represented by the Common Shares and the Preferred Shares (voting on an as converted basis in accordance with the Certificate of Designations) that are then issued and outstanding (the "Minimum Tender Condition");

    - the expiration or early termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the expiration of any waiting period and obtainment of any approvals under other applicable competition laws (the "Competition Laws Condition");

    - the consummation of the Offer or the Merger shall not then be restrained, enjoined or prohibited by any order (whether temporary, preliminary or permanent) of a court of

competent jurisdiction or any other governmental entity and there shall not be in effect any law enacted or promulgated by any governmental entity that prevents the consummation of the Offer or the Merger (the "Governmental Impediment Condition");

- that the Merger Agreement shall not have been terminated in accordance with its terms; and

- the accuracy of the representations and warranties contained in the Merger Agreement and compliance with the covenants and agreements contained in the Merger Agreement, subject, in each case, to customary materiality qualifications, as of the closing of the Merger.

- Purchaser and Parent have the right to waive certain of the conditions to the Offer in their sole discretion; provided that Purchaser and Parent may not waive the Minimum Tender Condition.

- The Offer is subject to other conditions in addition to those set forth above. A more detailed discussion of the conditions to consummation of the Offer is contained in the Introduction, Section 1—"Terms of the Offer" and Section 13—"Conditions of the Offer."

IS THERE AN AGREEMENT GOVERNING THE OFFER?

- Yes. Care.com, Parent and Purchaser have entered into the Merger Agreement. The Merger Agreement provides, among other things, for the terms and conditions of the Offer and, following consummation of the Offer, the Merger. See Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements."

DO YOU HAVE FINANCIAL RESOURCES TO MAKE PAYMENTS IN THE OFFER?

- Yes. Parent is a publicly traded company with an equity market capitalization of approximately $22.4 billion (based upon the closing price of Parent shares on the Nasdaq on January 10, 2020, the last full trading day prior to filing of this Offer to Purchase) and has sufficient funds to purchase the Shares in the Offer. The Offer is not conditioned upon entering into any financing arrangements. See Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements" and Section 12—"Source and Amount of Funds."

SHOULD PURCHASER'S FINANCIAL CONDITION BE RELEVANT TO MY DECISION TO TENDER IN THE OFFER?

- No. Purchaser will receive funds from Parent to pay for all Shares tendered and accepted for payment in the Offer and to provide funding for the Merger that is expected to follow the Offer. Parent expects to fund the Offer and the Merger out of available cash on hand. See Section 12—"Source and Amount of Funds."

- Purchaser has been organized solely in connection with the Merger Agreement and this Offer and has not carried on any activities other than in connection with the Merger Agreement and this Offer. Because the form of payment consists solely of cash that will be provided to Purchaser by Parent and because of the lack of any relevant historical information concerning Purchaser, Purchaser's financial condition is not relevant to your decision to tender in the Offer. See Section 12—"Source and Amount of Funds."

HOW LONG DO I HAVE TO DECIDE WHETHER TO TENDER IN THE OFFER?

- You will have until one minute after 11:59 p.m., Eastern Time, on February 10, 2020, to tender your Shares in the Offer, unless Purchaser extends the Offer, in which event you will have until the expiration date of the Offer as so extended. If you cannot deliver everything that is required

in order to make a valid tender by that time, you may be able to use a guaranteed delivery procedure which is described in Section 3—"Procedures for Tendering Shares." See also Section 1—"Terms of the Offer."

CAN THE OFFER BE EXTENDED, AND UNDER WHAT CIRCUMSTANCES?

- If on or prior to any then-scheduled expiration date of the Offer any of the conditions to the Offer (including the Minimum Tender Condition or the other conditions set forth in Section 13—"Conditions of the Offer") have not been satisfied or waived by Parent or Purchaser, Purchaser has agreed to, and Parent has agreed to cause Purchaser to, extend the Offer for additional periods of up to ten business days per extension (or longer if agreed by Purchaser and the Company) to permit such condition to the Offer to be satisfied, until the earlier of (i) the termination of the Merger Agreement in accordance with its terms or (ii) the Outside Date (defined in the Merger Agreement as June 20, 2020). In addition, Purchaser shall extend the Offer for any period required by any applicable law or any rule, regulation, interpretation or position of the United States Securities and Exchange Commission (the "SEC") or the staff thereof applicable to the Offer until the earlier of (i) the termination of the Merger Agreement in accordance with its terms or (ii) the Outside Date.

HOW WILL I BE NOTIFIED IF THE OFFER IS EXTENDED?

- If Purchaser extends the Offer, we will inform Computershare Trust Company, N.A., the Depositary for the Offer, of that fact and will issue a press release giving the new expiration date no later than 9:00 a.m., Eastern Time, on the next business day after the day on which the Offer was previously scheduled to expire. See Section 1—"Terms of the Offer."

HOW DO I TENDER MY SHARES?

- If you hold your Shares directly as the registered owner, you can (i) tender your Shares in the Offer by delivering the certificates representing your Shares, together with a completed Letter of Transmittal and any other documents required by the Letter of Transmittal, to Computershare Trust Company, N.A., the Depositary for the Offer, or (ii) tender your Shares by following the procedure for book-entry set forth in Section 3—"Procedures for Tendering Shares," not later than the expiration of the Offer. If you are unable to deliver any required document or instrument to the Depositary by the expiration of the Offer, you may gain some extra time by having a broker, a bank or other fiduciary that is an eligible guarantor institution guarantee that the missing items will be received by the Depositary by using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive the missing items within two trading days after the date of execution of such Notice of Guaranteed Delivery. See Section 3 —"Procedures for Tendering Shares." The Letter of Transmittal is enclosed with this Offer to Purchase.

- If you hold your Shares in "street name" (*i.e.*, through a broker, dealer, commercial bank, trust company or other nominee), you must contact the institution that holds your Shares and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more details.

- In all cases, payment for tendered Shares will be made only after timely receipt by the Depositary of certificates for such Shares (or of a confirmation of a book-entry transfer of such Shares as described in Section 3—"Procedures for Tendering Shares") and a properly completed and duly executed Letter of Transmittal (or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares) and any other required documents for such Shares. See also Section 2—"Acceptance for Payment and Payment for Shares."

HAVE ANY STOCKHOLDERS ALREADY AGREED TO TENDER THEIR SHARES IN THE OFFER?

- Yes, in connection with the execution of the Merger Agreement, Purchaser and Parent have entered into support agreements with certain stockholders of the Company (collectively, the "Tendering Stockholders"), who together hold shares representing approximately 24% of the voting power represented by the outstanding Common Shares and Preferred Shares (voting on an as-converted basis in accordance with the Certificate of Designations) (collectively, the "Support Agreements"). The Support Agreements provide, among other things, that the Tendering Stockholders will validly tender all of their Shares in the Offer. See Section 11—"Purpose of the Offer and Plans for Care; Summary of the Merger Agreement and Certain Other Agreements."

UNTIL WHAT TIME CAN I WITHDRAW PREVIOUSLY TENDERED SHARES?

- You may withdraw previously tendered Shares any time prior to one minute after 11:59 p.m., Eastern Time, on February 10, 2020, unless Purchaser extends the Offer. See Section 4—"Withdrawal Rights." In addition, pursuant to Section 14(d)(5) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Shares may be withdrawn at any time after March 12, 2020, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer.

HOW DO I WITHDRAW PREVIOUSLY TENDERED SHARES?

- To withdraw previously tendered Shares, you must deliver a written notice of withdrawal with the required information to the Depositary while you still have the right to withdraw. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares. See Section 4—"Withdrawal Rights."

WHAT DOES CARE.COM'S BOARD OF DIRECTORS (THE "CARE.COM BOARD") THINK OF THE OFFER?

- The Care.com Board has recommended that you accept the Offer. Care.com's full statement on the Offer is set forth in its Schedule 14D-9, which it intends to file with the SEC concurrently with the filing of our Schedule TO dated January 13, 2020 (the "Schedule TO"). See also the Introduction.

WILL THE TENDER OFFER BE FOLLOWED BY A MERGER IF ALL THE SHARES ARE NOT TENDERED?

- If we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to ensure any requisite adoption of the Merger Agreement by Care.com's stockholders under the DGCL to complete the Merger. If the Merger occurs, Care.com will become a wholly-owned subsidiary of Parent and each issued and then outstanding Common Share (other than any (i) Common Shares held in the treasury of the Company, (ii) Common Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Parent or Purchaser, (iii) Common Shares irrevocably accepted for purchase in the Offer and (iv) Common Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be converted into the right to receive an amount in cash equal to the Common Share Offer Price and each issued and then outstanding Preferred Share (other than any (i) Preferred Shares held in the treasury of the Company, (ii) Preferred Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or

indirect wholly-owned subsidiaries of Parent or Purchaser, (iii) Preferred Shares irrevocably accepted for purchase in the Offer and (iv) Preferred Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be cancelled and converted into the right to receive an amount in cash equal to the Preferred Share Offer Price, in each case, without interest, less any applicable withholding taxes. See the Introduction.

- Because the Merger will be governed by Section 251(h) of the DGCL, no stockholder vote will be required to consummate the Merger. Subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Purchaser, Parent and Care.com are required to effect the Merger pursuant to Section 251(h) of the DGCL. See Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements."

IF THE OFFER IS COMPLETED, WILL CARE.COM CONTINUE AS A PUBLIC COMPANY?

- No. Assuming all conditions to the Merger are satisfied or waived (to the extent permitted by applicable law), Purchaser will effect the Merger on the same business day on which the Shares are accepted for purchase under the Offer pursuant to applicable provisions of the DGCL, after which the Surviving Corporation will be a wholly-owned subsidiary of Parent and the Shares will no longer be publicly traded. See Section 7—"Certain Effects of the Offer."

WHAT IS THE MARKET VALUE OF MY SHARES AS OF A RECENT DATE?

- On December 19, 2019, the last full trading day before we announced our intention to make an Offer for all of the outstanding Shares, the last reported closing price per Common Share reported on the New York Stock Exchange ("NYSE") was $13.25. See Section 6—"Price Range of Shares; Dividends."

- On January 10, 2020, the last full trading day before we commenced the Offer, the last reported closing price per Common Share reported on the NYSE was $14.98. See Section 6—"Price Range of Shares; Dividends."

- The Preferred Shares are not publicly traded and there is no market for the Preferred Shares.

IF I ACCEPT THE OFFER, WHEN AND HOW WILL I GET PAID?

- If the conditions to the Offer as set forth in the Introduction and Section 13—"Conditions of the Offer" are satisfied or waived and Purchaser consummates the Offer and accepts your Shares (other than any (i) Shares held in the treasury of the Company, (ii) Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Parent or Purchaser, (iii) Shares irrevocably accepted for purchase in the Offer and (iv) Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) for payment (the time of such acceptance, the "Acceptance Time"), we will pay you a dollar amount equal to the number of Common Shares you validly tendered multiplied by $15.00 and the number of Preferred Shares you validly tendered multiplied by the Preferred Share Offer Price, in each case, in cash, without interest, less any applicable withholding taxes, as soon as practicable following the Expiration Date (as defined in Section 1—"Terms of the Offer"). See Section 1—"Terms of the Offer" and Section 2—"Acceptance for Payment and Payment for Shares."

IF I AM AN EMPLOYEE OF CARE.COM, HOW WILL MY OUTSTANDING EQUITY AWARDS BE TREATED IN THE OFFER AND THE MERGER?

- The Offer is being made for all outstanding Shares, and not for options to purchase Shares (each, a "Company Option") or awards of Company restricted stock units. Company Options and awards of Company restricted stock units may not be tendered into the Offer.

- If you wish to tender Shares underlying Company Options, you must first exercise your Company Options (to the extent then vested and exercisable) in accordance with their terms in sufficient time to tender the Shares received into the Offer. Effective as of five business days prior to, and conditional upon the occurrence of, the Effective Time, if you hold any vested or unvested Company Option that qualifies as an incentive stock option within the meaning of Section 422(b) of the Code, you will be entitled to exercise such Company Option in full by providing Care.com with a notice of exercise and full payment of the applicable exercise price in accordance with and subject to the terms of the Care 2014 Incentive Award Plan or the Care 2006 Stock Incentive Plan (together, the "Care Equity Plans"), as applicable, and the applicable award agreement.

- At the Effective Time, each Company Option, whether vested or unvested, that is outstanding immediately prior to the Effective Time will automatically be cancelled and converted into the right to receive (without interest) an amount in cash, less applicable tax withholdings, equal to the product of (x) the total number of Common Shares underlying the Company Option, multiplied by (y) the excess, if any, of the Merger Consideration over the per share exercise price of such Company Option; provided that any Company Option with a per share exercise price that is equal to or greater than the Merger Consideration will be cancelled for no consideration.

- At the Effective Time, each award of Company restricted stock units that is subject solely to service-based vesting conditions (including any Company restricted stock units that were subject, in whole or in part, to performance-based vesting conditions as of the applicable grant date, but that are solely subject to service-based vesting conditions as of immediately prior to the Effective Time) ("Company Time-Based RSUs") and that is outstanding immediately prior to the Effective Time will become fully vested and will automatically be cancelled and converted into the right to receive (without interest) an amount in cash, less applicable tax withholdings, equal to (x) the total number of Common Shares underlying such award of Company Time-Based RSUs as of immediately prior to the Effective Time, multiplied by (y) the Merger Consideration.

- Each award of Company restricted stock units other than the Company Time-Based RSUs described above will be cancelled for no consideration prior to the Effective Time in accordance with its terms.

WHAT ARE THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE OFFER AND THE MERGER?

- Generally, if you are a U.S. Holder (as defined in Section 5—"U.S. Federal Income Tax Consequences of the Offer and the Merger"), the receipt of cash in exchange for your Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. If you are a Non-U.S. Holder (as defined in Section 5—"U.S. Federal Income Tax Consequences of the Offer and the Merger"), you will generally not be subject to U.S. federal income tax on gain recognized on Shares you sell pursuant to the Offer or exchange in the Merger (except as described in Section 5—"U.S. Federal Income Tax Consequences of the Offer and the Merger"). We urge you to consult your tax advisor as to the particular tax consequences to you of the Offer and the Merger. See Section 5—"U.S. Federal Income Tax Consequences of the Offer and the Merger" for a more detailed discussion of the tax consequences of the Offer and the Merger.

WILL I HAVE THE RIGHT TO HAVE MY SHARES APPRAISED?

- You will not have appraisal rights in connection with the Offer. However, if the Merger takes place, stockholders who have not tendered their Shares pursuant to the Offer and who comply with the applicable legal requirements will have appraisal rights in connection with the Merger under the DGCL. If you choose to exercise your appraisal rights in connection with the Merger and you comply with the applicable legal requirements under the DGCL, you will be entitled to payment for your Shares based on a judicial determination of the fair value of such Shares. This may be the same, more or less than the Offer Price that we are offering to pay the stockholders in the Offer and the Merger. See Section 15—"Certain Legal Matters."

- The foregoing summary of the rights of dissenting stockholders under the DGCL does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise any available appraisal rights and is qualified in its entirety by reference to Delaware law, including, the DGCL.

WITH WHOM MAY I TALK IF I HAVE QUESTIONS ABOUT THE OFFER?

- You can call Georgeson LLC, the Information Agent, toll-free at 888-660-8331. See the back cover of this Offer to Purchase.

Except as otherwise set forth in this Offer to Purchase, references to "dollars" and "$" shall be to United States dollars.

To All Holders of Shares of
CARE.COM, INC.

INTRODUCTION

Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), is offering to purchase (the "Offer") (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com" or the "Company"), at a price per share of $15.00 (the "Common Share Offer Price") and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares, plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations for the Preferred Shares, in the case of clauses (x) and (y), calculated as of and including the expiration date for the Offer, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and, together with the Common Share Offer Price, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"). Each Share owned by any of Care.com's wholly-owned subsidiaries or by Parent or any of its subsidiaries (including Purchaser) shall be cancelled immediately prior to the time when the certificate of merger is filed with the Secretary of State of the State of Delaware (the "Secretary of State") and such certificate of merger is accepted for record by the Secretary of State, or at such other subsequent date or time as Parent and Care.com may agree and specify in the certificate of merger in writing, in accordance with the DGCL (the "Effective Time"), and no consideration shall be delivered in exchange for such Shares.

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 20, 2019 (together with any amendments or supplements thereto, the "Merger Agreement"), among Care.com, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Care.com, and Care.com will be the surviving corporation and a wholly-owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger").

If your Shares are registered in your name and you tender directly to Computershare Trust Company, N.A., the depositary and paying agent for the Offer (the "Depositary"), you will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee you should check with such institution as to whether it charges any service fees or commissions.

In addition, if you do not complete and sign the IRS Form W-9 that is provided with the Letter of Transmittal, or an IRS Form W-8BEN, W-8BEN-E or other IRS Form W-8, as applicable, you may be subject to U.S. federal backup withholding tax on the gross proceeds payable to you pursuant to the Offer or the Merger. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against your U.S. federal income tax liability provided certain information is timely provided to the Internal Revenue Service ("IRS"). All stockholders should review the discussion in Section 3 —"Procedures for Tendering Shares" and Section 5—"U.S. Federal Income Tax Consequences of the Offer and the Merger."

We will pay all charges and expenses of the Depositary and Georgeson LLC, the information agent for the Offer (the "Information Agent"). Holders who have lost their Share certificates may be required to pay a customary fee.

The Offer is not subject to any financing condition. The Offer is subject to the following conditions, among others:

- there being validly tendered in the Offer (in the aggregate) and not properly withdrawn prior to expiration of the Offer that number of Common Shares and Preferred Shares that, together with the number of Common Shares and Preferred Shares (if any) then owned by Parent, equals at least a majority of the voting power represented by the Common Shares and the Preferred Shares (voting on an as converted basis in accordance with the Certificates of Designations) that are then issued and outstanding (the "Minimum Tender Condition");

- the expiration or early termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (the "HSR Act") and the expiration of any waiting period and obtainment of any approvals under other applicable competition laws (the "Competition Laws Condition");

- the consummation of the Offer or the Merger shall not then be restrained, enjoined or prohibited by any order (whether temporary, preliminary or permanent) of a court of competent jurisdiction or any other governmental entity and there shall not be in effect any law enacted or promulgated by any governmental entity that prevents the consummation of the Offer or the Merger (the "Governmental Impediment Condition");

- the Merger Agreement shall not have been terminated in accordance with its terms; and

- the accuracy of the representations and warranties contained in the Merger Agreement and compliance with the covenants and agreements contained in the Merger Agreement, subject, in each case, to customary materiality qualifications, as of the Expiration Date (as defined in Section 1—"Terms of the Offer").

Purchaser and Parent have the right to waive certain of the conditions to the Offer in their sole discretion; provided that Purchaser and Parent may not waive the Minimum Tender Condition. See Section 13—"Conditions of the Offer."

The Offer will expire one minute after 11:59 p.m., Eastern Time, on February 10, 2020, unless the Offer is extended. See Section 1—"Terms of the Offer", Section 13—"Conditions of the Offer" and Section 15—"Certain Legal Matters; Regulatory Approvals."

After careful consideration, the Care.com board of directors (the "Care.com Board"), at a meeting duly called and held and acting by unanimous approval of the directors present at the meeting, adopted resolutions (i) determining that the transactions contemplated by the Merger Agreement (the "Transactions"), including the Offer and the Merger, are advisable, fair to and in the best interests of the Company and its stockholders, (ii) approving, adopting and declaring advisable the Merger Agreement and the Transactions, including the Offer and the Merger, (iii) determining that the Merger shall be effected as soon as practicable following the Acceptance Time without a vote of the Company's stockholders pursuant to Section 251(h) of the DGCL and (iv) recommending that the Company's stockholders accept the Offer and tender their Common Shares and Preferred Shares, as applicable, to Purchaser in response to the Offer.

For factors considered by the Care.com Board, see Care.com's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") filed with the SEC in connection with the Offer, a copy of which (without certain exhibits) is being furnished to stockholders concurrently herewith.

The Offer is being made in connection with the Merger Agreement, pursuant to which, after the consummation of the Offer and the satisfaction or waiver of certain conditions, the Merger will be effected. The Merger shall become effective when the certificate of merger is filed with the Secretary of State of the State of Delaware (the "Secretary of State") or at such other subsequent date or time as Parent, Purchaser and Care.com may agree and specify in the certificate of merger in writing, in accordance with the DGCL (the "Effective Time"). At the Effective Time, (i) each Common Share issued and outstanding immediately prior to the Effective Time (other than any (A) Common Shares held in the treasury of the Company, (B) Common Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of the Company, Parent or Purchaser, (C) Common Shares irrevocably accepted for purchase in the Offer and (D) Common Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be cancelled and will be converted into the right to receive an amount in cash equal to the Common Share Offer Price and (ii) each Preferred Share issued and outstanding immediately prior to the Effective Time (other than (A) Preferred Shares held in the treasury of the Company, (B) Preferred Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Parent or Purchaser, (C) Preferred Shares irrevocably accepted for purchase in the Offer and (D) Preferred Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be cancelled and converted into the right to receive an amount in cash equal to the Preferred Share Offer Price ((i) and (ii) together, the "Merger Consideration") payable, without any interest thereon and subject to any withholding taxes, to the holder of such Share, upon surrender of the certificate that formerly evidenced such Share or, with respect to uncertificated Shares, upon the receipt by the Depositary of an Agent's Message (as defined below) relating to such Shares. The Merger Agreement is more fully described in Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements," which also contains a discussion of the treatment of Care.com's stock options and restricted stock units in the Merger. Section 5—"U.S. Federal Income Tax Consequences of the Offer and the Merger" below describes the U.S. federal income tax consequences generally applicable to the U.S. Holders (as defined below) whose Shares are tendered and accepted for purchase pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger.

Because the Merger will be consummated in accordance with Section 251(h) of the DGCL, approval of the Merger will not require a vote of Care.com's stockholders. If the Minimum Tender Condition is satisfied and we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to ensure that Care.com will not be required to submit the adoption of the Merger Agreement to a vote of its stockholders. As a result of the Merger, Care.com will cease to be a publicly-traded company and will become a wholly-owned subsidiary of Parent. See Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements."

Stockholders who have not tendered their Shares and continue to own their Shares at the time of the Merger and fulfill certain other requirements of the DGCL will have appraisal rights in connection with the Merger. See Section 15—"Certain Legal Matters."

This Offer to Purchase and the related Letter of Transmittal contain important information and both documents should be read carefully and in their entirety before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the prior satisfaction or waiver of the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), Purchaser will accept for payment, purchase and pay for all Shares validly tendered prior to the expiration of the Offer, and not properly withdrawn pursuant to the Offer. The Offer will expire one minute after 11:59 p.m., Eastern Time, on February 10, 2020 (the "Initial Expiration Date"), or, if Purchaser has extended the Initial Expiration Date in accordance with the terms of the Merger Agreement, the date and time to which the Offer has been so extended (the Initial Expiration Date, or such later date and time to which the Initial Expiration Date has been extended in accordance with the Merger Agreement, the "Expiration Date").

The Offer is conditioned upon the satisfaction of the Minimum Tender Condition and the other conditions described in Section 13—"Conditions of the Offer." Purchaser may terminate the Offer without purchasing any Shares if certain events described in Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Termination" occur.

To the extent permitted by applicable law and the Merger Agreement, Purchaser expressly reserves the right to increase the Offer Price or to make any other changes in the terms and conditions of the Offer. However, pursuant to the Merger Agreement, Purchaser has agreed that it will not, without the prior written consent of Care.com:

1. decrease the Offer Price;
2. change the form of consideration payable in the Offer;
3. reduce the maximum number of Shares sought to be purchased in the Offer;
4. amend, modify or waive the Minimum Tender Condition;
5. amend any of the other conditions to the Offer set forth in Section 13 hereof in a manner adverse to the holders of Shares;
6. impose conditions to the Offer that are in addition to the conditions to the Offer set forth in Section 13 hereof;
7. terminate, accelerate or otherwise modify or amend the Offer to accelerate the Expiration Date (except as provided in the Merger Agreement); or
8. otherwise modify or amend any of the other terms of the Offer in a manner adverse in any material respect to the holders of Shares.

Subject to the satisfaction of the Minimum Tender Condition and the satisfaction, or waiver, of the other conditions and requirements set forth in Section 13 hereof, Purchaser will accept for payment (the time of such acceptance the "Acceptance Time") and pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as soon as practicable following the Expiration Date.

If, on or before the Expiration Date, Purchaser increases the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration. We also expressly reserve the right to modify the terms of the Offer, subject to compliance with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Merger Agreement and the restrictions identified in items (1) through (8) above.

The Merger Agreement provides that (i) if on any then scheduled Expiration Date, any of the conditions to the Offer (including the Minimum Tender Condition and the other conditions and requirements set forth in Section 13 hereof) have not been satisfied or waived by Purchaser, Purchaser shall extend the Offer for successive periods of up to ten business days each (or longer if agreed to by Purchaser and the Company) in order to permit the satisfaction of such conditions; provided, however, that Purchaser shall not be required to extend the Offer beyond June 20, 2020 (the "Outside Date") and (ii) Purchaser shall extend the Offer for any period or periods required by applicable law or applicable rules, regulations, interpretations or positions of the SEC or its staff.

Except as set forth above, there can be no assurance that Purchaser will be required under the Merger Agreement to extend the Offer. During any extension of the initial offering period pursuant to the paragraphs above, all Shares previously tendered and not withdrawn will remain subject to the Offer. See Section 4—"Withdrawal Rights."

No subsequent offering period will be available following the expiration of the Offer (as it may be extended pursuant to the terms of the Merger Agreement).

If, subject to the terms of the Merger Agreement, Purchaser makes a material change in the terms of the Offer or the information concerning the Offer, or if Purchaser waives a material condition of the Offer, Purchaser will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1 under the Exchange Act or otherwise. The minimum period during which a tender offer must remain open following material changes in the terms of the tender offer or the information concerning the tender offer, other than a change in the consideration offered or a change in the percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. With respect to a change in the consideration offered or a change in the percentage of securities sought, a tender offer generally must remain open for a minimum of ten business days following such change to allow for adequate disclosure to stockholders.

Purchaser expressly reserves the right, in its sole discretion, subject to the terms and upon the conditions of the Merger Agreement and the applicable rules and regulations of the SEC, to not accept for payment any Shares if, at the expiration of the Offer, any of the conditions to the Offer set forth in Section 13—"Conditions of the Offer" have not been satisfied. Under certain circumstances, Parent and Purchaser may terminate the Merger Agreement and the Offer.

Any extension, waiver or amendment of the Offer or termination of the Offer will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m., Eastern Time, on the next business day after the Expiration Date in accordance with the public announcement requirements of Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1(d) under the Exchange Act. Without limiting Purchaser's obligation under such rule or the manner in which Purchaser or Parent may choose to make any public announcement, Purchaser or Parent currently intend to make announcements by issuing a press release to PR Newswire for general dissemination (or such other national media outlet or outlets we deem prudent) and making any appropriate filing with the SEC.

Subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Purchaser, Parent and Care.com are required to effect the Merger pursuant to Section 251(h) of the DGCL at 8:00 a.m., local time, on the same business day as the Acceptance Time, except if each of the applicable conditions to the Merger set forth below in Section 11 under the caption "Conditions to the Merger" have not been satisfied or waived by such date, in which case on no later than the first business day on which each of such conditions is satisfied.

The acquisition of Care.com will be accounted for by Parent as a business combination in accordance with FASB Accounting Standards Codification Topic 805, *Business Combinations*.

Care.com has agreed to provide Purchaser with its list of stockholders and security position listings for the purpose of communicating with and disseminating the Offer to record and beneficial holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record and beneficial holders of Shares whose names appear on Care.com's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction of the Minimum Tender Condition and the satisfaction, or waiver, of the other conditions and requirements set forth in Section 13 hereof, Purchaser will accept for payment (the time of such acceptance the "Acceptance Time") and pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as soon as practicable following the Expiration Date.

For each person that was, immediately prior to the Effective Time, a holder of record of Shares represented by certificates (the "Certificates"), payment for Shares tendered and accepted for payment pursuant to the Offer will be made only upon: (i) surrender of a Certificate (or affidavit of loss in lieu of the Certificate) to the Depositary and (ii) delivery of a Letter of Transmittal, duly executed and in proper form, with respect to such Certificates to the Depositary. See Section 3—"Procedures for Tendering Shares."

For each holder of non-certificated Shares represented by book-entry, payment for Shares tendered and accepted for payment pursuant to the Offer will be made as promptly as practicable after the Effective Time upon delivery of a duly executed Letter of Transmittal to the Depositary. See Section 3—"Procedures for Tendering Shares."

For purposes of the Offer, if and when Purchaser gives oral or written notice to the Depositary of its acceptance for payment of such Shares pursuant to the Offer, then Purchaser has accepted for payment and thereby purchased Shares validly tendered and not validly withdrawn pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the aggregate Offer Price with the Depositary, which will act as agent for the tendering holders of Shares for purposes of receiving payments from Purchaser and transmitting such payments to the tendering holders of Shares. **Under no circumstances will interest be paid on the Common Share Offer Price or the Preferred Share Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased Shares will be returned (or new certificates for the Shares not tendered will be sent), without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in Section 3—"Procedures for Tendering Shares," such Shares will be credited to an account maintained with DTC) promptly following expiration or termination of the Offer.

3. Procedures for Tendering Shares.

Valid Tender of Shares. Except as set forth below, to validly tender Shares pursuant to the Offer, (i) a properly completed and duly executed Letter of Transmittal in accordance with the instructions of the Letter of Transmittal, with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal and any other customary documents required by the Depositary, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to

the expiration of the Offer and either (a) certificates representing Shares tendered must be delivered to the Depositary or (b) such Shares must be properly delivered pursuant to the procedures for book-entry transfer described below and a confirmation of such delivery received by the Depositary (which confirmation must include an Agent's Message if the tendering stockholder has not delivered a Letter of Transmittal), in each case, prior to the Expiration Date or (ii) the tendering stockholder must comply with the guaranteed delivery procedures set forth below. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

Book-Entry Transfer. The Depositary will take steps to establish and maintain an account with respect to the Shares at DTC for purposes of the Offer. Any financial institution that is a participant in DTC's systems may make a book-entry transfer of Shares by causing DTC to transfer such Shares into the Depositary's account in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be transmitted to and received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date or the tendering stockholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary's account at DTC as described above is referred to herein as a "Book-Entry Confirmation."

Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary.

Signature Guarantees and Stock Powers. Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on a Letter of Transmittal need not be guaranteed (i) if the Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this section, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered owner has not completed the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered owner of the certificates surrendered, then the tendered certificates must be registered or accompanied by appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear on the certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

If certificates representing Shares are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates.

Guaranteed Delivery. A stockholder who desires to tender Shares pursuant to the Offer and whose certificates for Shares are not immediately available and cannot be delivered to the Depositary

prior to the expiration of the Offer, or who cannot complete the procedure for book-entry transfer prior to the expiration of the Offer, or who cannot deliver all required documents to the Depositary prior to the expiration of the Offer, may tender such Shares by satisfying all of the requirements set forth below:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser, is received by the Depositary (as provided below) prior to the Expiration Date; and
- the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all such Shares), together with a properly completed and duly executed Letter of Transmittal, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and any other required documents, are received by the Depositary within two trading days after the date of execution of such Notice of Guaranteed Delivery. A "trading day" is any day on which the New York Stock Exchange ("NYSE") is open for business.

The Notice of Guaranteed Delivery may be delivered or transmitted by overnight courier, mail or email to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery. Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary prior to the expiration of the Offer.

THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Other Requirements. Notwithstanding any provision of the Merger Agreement, Purchaser will pay for Shares tendered (and not validly withdrawn) pursuant to the Offer only after timely receipt by the Depositary of (i) certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. **Under no circumstances will Purchaser pay interest on the purchase price of Shares, regardless of any extension of the Offer or any delay in making such payment**. If your Shares are held in street name (*i.e.*, through a broker, dealer, commercial bank, trust company or other nominee), your Shares can be tendered by your nominee by book-entry transfer through the Depositary. If you are unable to deliver any required document or instrument to the Depositary by the expiration of the Offer, you may gain some extra time by having a broker, a bank or other fiduciary that is an eligible guarantor institution guarantee that the missing items will be received by the Depositary by using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive the missing items together with the Shares within two NYSE trading days after the date of execution of the Notice of Guaranteed Delivery.

Binding Agreement. Purchaser's acceptance for payment of Shares tendered pursuant to one of the procedures described above will constitute a binding agreement between the tendering stockholder and Purchaser upon the terms and subject to the conditions of the Offer.

Appointment as Proxy. By executing and delivering a Letter of Transmittal as set forth above (or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal), the tendering stockholder irrevocably appoints Purchaser's designees as such stockholder's proxies, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Merger Agreement. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts for payment Shares tendered by such stockholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder will be revoked, and no subsequent powers of attorney, proxies and consents may be given (and, if given, will not be deemed effective). Purchaser's designees will, with respect to the Shares or other securities and rights for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the stockholders of Care.com, by written consent in lieu of any such meeting or otherwise. Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's payment for such Shares Purchaser must be able to exercise full voting, consent and other rights to the extent permitted under applicable law with respect to such Shares and other securities, including voting at any meeting of stockholders or executing a written consent concerning any matter.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by Purchaser in Purchaser's sole and absolute discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by Purchaser not to be in proper form or the acceptance for payment of or payment for which may, in Purchaser's opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of Parent, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the Instructions thereto and any other documents related to the Offer) will be final and binding, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction.

Backup Withholding. Under current U.S. federal income tax law, a stockholder who tenders Shares that are accepted for exchange or whose Shares are converted into the right to receive cash in the Merger may be subject to backup withholding. To avoid such backup withholding, a stockholder that is a "U.S. person" (as defined in the instructions to the IRS Form W-9 provided with the Letter of Transmittal) who surrenders Shares for cash pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger must, unless an exemption applies, provide the Depositary with such stockholder's correct taxpayer identification number ("TIN") on an IRS Form W-9, certify under penalties of perjury that such TIN is correct and provide certain other certifications. If a stockholder does not provide such stockholder's correct TIN or fails to provide the required certifications, the IRS may impose penalties on such stockholder, and the gross proceeds payable to such stockholder

pursuant to the Offer or the Merger may be subject to backup withholding. All stockholders that are U.S. persons surrendering Shares pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger should complete and sign the IRS Form W-9 included as part of the Letter of Transmittal to provide the information and certifications required to avoid backup withholding (unless an applicable exemption exists and is established in a manner satisfactory to the Depositary).

Certain stockholders (including, among others, all corporations and certain foreign individuals and entities) are not subject to backup withholding. Foreign stockholders should complete and sign an IRS Form W-8BEN, IRS Form W-8BEN-E, or other appropriate IRS Form W-8 (instead of an IRS Form W-9) to avoid backup withholding. An appropriate IRS Form W-8 may be obtained from the Depositary or at the IRS website (www.irs.gov). See Instruction 8 to the Letter of Transmittal.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. However, a stockholder has withdrawal rights that are exercisable until the expiration of the Offer (*i.e.*, at any time prior to one minute after 11:59 p.m., Eastern Time, on February 10, 2020), or in the event the Offer is extended, on such date and time to which the Offer is extended. In addition, Shares may be withdrawn at any time after March 12, 2020, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer.

For a withdrawal of Shares to be effective, a written transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3—"Procedures for Tendering Shares," any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares. If certificates representing the Shares have been delivered or otherwise identified to the Depositary, the name of the registered owner and the serial numbers shown on such certificates must also be furnished to the Depositary prior to the physical release of such certificates.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in Purchaser's sole discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction. No withdrawal of Shares will be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Parent, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by following one of the procedures for tendering Shares described in Section 3—"Procedures for Tendering Shares" at any time prior to the expiration of the Offer.

If Purchaser extends the Offer, delays its acceptance for payment of Shares, or is unable to accept for payment Shares pursuant to the Offer, for any reason, then, without prejudice to Purchaser's rights under the Offer, the Depositary may nevertheless, on Purchaser's behalf, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders exercise withdrawal rights as described in this Section 4.

5. U.S. Federal Income Tax Consequences of the Offer and the Merger.

The following summary describes the U.S. federal income tax consequences generally applicable to stockholders whose Shares are tendered and accepted for purchase pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations promulgated under the Code, published rulings, administrative pronouncements, and judicial decisions, all as in effect on the date hereof and all of which are subject to change or differing interpretations, possibly with retroactive effect. This summary addresses only stockholders who hold their Shares as capital assets within the meaning of Section 1221 of the Code (generally property held for investment) and does not address all of the tax consequences that may be relevant to stockholders in light of their particular circumstances or to certain types of stockholders subject to special treatment under the Code, including pass-through entities (including partnerships and S corporations for U.S. federal income tax purposes) and investors in such entities, certain financial institutions, brokers, dealers or traders in securities, insurance companies, expatriates, mutual funds, real estate investment trusts, cooperatives, tax-exempt organizations, persons who are subject to the alternative minimum tax, persons who hold their Shares as part of a straddle, hedge, conversion, constructive sale, synthetic security, integrated investment, or other risk-reduction transaction for U.S. federal income tax purposes, stockholders that have a functional currency other than the U.S. dollar, and persons who acquired their Shares upon the exercise of stock options or otherwise as compensation. This summary does not address any U.S. federal estate, gift, or other non-income tax consequences, the effects of the Medicare contribution tax on net investment income, or any state, local, or foreign tax consequences.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of Shares that, for U.S. federal income tax purposes, is (i) an individual who is a citizen or resident, (ii) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States or any State or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if it (A) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (B) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person. For purposes of this summary, a "Non-U.S. Holder" means a beneficial owner of Shares that is neither a U.S. Holder nor a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes).

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) exchanges Shares for cash pursuant to the Offer or the Merger, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A partner in a partnership holding Shares should consult its tax advisor regarding the tax consequences of exchanging Shares for cash pursuant to the Offer or the Merger.

Stockholders are urged to consult their tax advisors to determine the tax consequences to them of exchanging Shares for cash pursuant to the Offer or the Merger in light of their particular circumstances.

U.S. Holders

The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction to U.S. Holders for U.S. federal income tax purposes. In general, a U.S. Holder who exchanges Shares for cash pursuant to the Offer or the Merger will recognize capital gain or loss in an amount equal to the difference, if any, between the amount of cash received and the U.S. Holder's adjusted tax basis in the Shares exchanged. Such gain or loss will generally be long-term capital gain or loss if, as of the date of the exchange, a U.S. Holder's holding period in the Shares exchanged is more than one year.

Long-term capital gain recognized by individuals and certain other non-corporate U.S. Holders is currently subject to tax at preferential rates. The deductibility of capital losses is subject to limitations under the Code.

If a U.S. Holder acquired different blocks of Shares at different times or at different prices, such U.S. Holder generally must determine its adjusted tax basis and holding period separately with respect to each such block of Shares.

Non-U.S. Holders

Subject to the discussion below regarding backup withholding, a Non-U.S. Holder will not be subject to U.S. federal income tax on gain recognized on Shares sold pursuant to the Offer or converted into the right to receive cash in the Merger unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to the Non-U.S. Holder's permanent establishment in the United States), in which case (i) the Non-U.S. Holder will be subject to U.S. federal income tax in the same manner as if it were a U.S. Holder (but such Non-U.S. Holder should provide an IRS Form W-8ECI) and (ii) if the Non-U.S. Holder is a corporation, it may also be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty);

- the Non-U.S. Holder is an individual present in the United States for 183 or more days in the taxable year of the sale (or, if applicable, the taxable year of the Merger) and certain other conditions exist, in which case, the Non-U.S. Holder will be subject to U.S. federal income tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty) on the gain from the exchange of Shares (which gain may be offset by certain U.S. source losses, provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses); or

- the Company is or has been a United States real property holding corporation for U.S. federal income tax purposes. The Company does not believe it is or has been a United States real property holding corporation and does not anticipate becoming a United States real property holding corporation before the date of sale (or, if applicable, the date of the Merger).

A Non-U.S. Holder generally will be exempt from information reporting and backup withholding if it certifies on an appropriate IRS Form W-8BEN or W-8BEN-E (or other appropriate IRS Form W-8) that it is not a United States person, or otherwise establishes an exemption in a manner satisfactory to the Depositary or other payor.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against Non-U.S. Holder's U.S. federal income tax liability provided certain information is timely provided to the IRS. Each stockholder should consult with its tax advisor as to its qualification for exemption from backup withholding and the procedure for obtaining such exemption.

6. Price Range of Shares; Dividends.

The Common Shares are traded on the NYSE under the symbol "CRCM." Care.com has advised Parent and Purchaser that, as of January 9, 2020, 33,288,814 Common Shares (excluding treasury shares) and 46,350 Preferred Shares were issued and outstanding. The following table sets forth, for the fiscal quarters indicated, the high and low sales prices per Common Share on the NYSE, as reported in

Care.com's Annual Report on Form 10-K with respect to the fiscal years ended December 31, 2017 and 2018 and published financial sources with respect to the periods after December 29, 2018.

Fiscal Year Ended December 29, 2018:	High	Low
First Quarter	$ 20.62	$ 15.80
Second Quarter	22.95	15.14
Third Quarter	22.30	17.09
Fourth Quarter	22.42	16.35

Fiscal Year Ended December 31, 2019:	High	Low
First Quarter	$ 25.81	$ 18.54
Second Quarter	19.98	10.77
Third Quarter	11.66	7.61
Fourth Quarter	15.22	9.72
Fiscal Year Ended December 31, 2020:	**High**	**Low**
First Quarter (through January 10, 2020)	$ 15.15	$ 14.93

On December 19, 2019, the trading day before the public announcement of the execution of the Merger Agreement, the reported closing sale price of the Common Shares on the NYSE was $13.25. Between December 20, 2019, the first full trading day after the public announcement of the Merger Agreement, and January 10, 2020, the reported closing sale price per Common Share on the NYSE ranged between $15.12 and $14.93. On January 10, 2020, the last full trading day prior to the commencement of the Offer, the reported closing sale price per Common Share on the NYSE during normal trading hours was $14.98 per Common Share.

The Preferred Shares are not publicly traded and there is no market for the Preferred Shares.

Care.com has not paid cash dividends on its Common Shares since its inception. In Care.com's Annual Report on Form 10-K for the fiscal year ended December 29, 2018, Care.com indicated that while its board of directors did not presently intend to pay cash dividends on the Common Shares, any determination to do so in the future would be at their discretion. Holders of the Preferred Shares are entitled to a cumulative dividend at a rate of 5.50% per annum, payable in kind and semi-annually in arrears. Under the terms of the Merger Agreement, Care.com is not permitted to declare, set aside, make or pay any dividends or other distributions (whether payable in cash, stock, property or a combination thereof) with respect to any of its capital stock or other equity interests, except for any dividends on Preferred Shares pursuant to Section 4(b) of the Certificate of Designations. See Section 14—"Dividends and Distributions." **Stockholders are urged to obtain a current market quotation for the Shares.**

7. Certain Effects of the Offer.

Market for the Shares. If the Offer is successful, there will be no market for the Common Shares because Purchaser intends to consummate the Merger on the same business day as the Acceptance Time and subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement. Currently, there is no established trading market for the Preferred Shares.

Stock Quotation. The Common Shares are currently listed on the NYSE. Immediately following the consummation of the Merger (which will occur on the same business day as the Acceptance Time), the Shares will no longer meet the requirements for continued listing on the NYSE because the only stockholder will be Purchaser. Immediately following the consummation of the Merger, we intend and will cause Care.com to delist the Common Shares from the NYSE.

Margin Regulations. The Common Shares are currently "margin securities" under the Regulations of the Board of Governors of the Federal Reserve System (which we refer to as the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Common Shares. Depending upon factors similar to those described above regarding the market for the Common Shares and stock quotations, it is possible that, following the Offer, the Common Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

Exchange Act Registration. The Common Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of Care.com to the SEC if the Common Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Common Shares under the Exchange Act would substantially reduce the information required to be furnished by Care.com to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to Care.com, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of Care.com and persons holding "restricted securities" of Care.com to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated. Parent intends and will cause Care.com to terminate the registration of the Common Shares under the Exchange Act as soon after consummation of the Merger as the requirements for termination of registration are met.

8. Certain Information Concerning Care.com.

The following description of Care.com and its business was taken from Care.com's Annual Report on Form 10-K for the fiscal year ended December 29, 2018, and is qualified in its entirety by reference to such report.

Care.com is the world's largest online marketplace for finding and managing family care. Care.com's consumer products and services are designed to make it easier for families to find and manage quality caregivers and for caregivers to find satisfying jobs and manage their careers. Care.com also offers products and services that allow families to share experiences and request advice. Additionally, Care.com offers services to employers and care-related businesses that are designed to benefit those organizations as well as their family and caregiver members.

Care.com is a Delaware corporation founded in 2006. Care.com's principal executive offices are located at 77 Fourth Avenue, Fifth Floor, Waltham, Massachusetts 02451. Care.com's telephone number at such principal executive offices is (781) 642-5900.

Available Information. Care.com is subject to the information and reporting requirements of the Exchange Act and in accordance therewith is obligated to file reports and other information with the SEC relating to its business, financial condition and other matters. Certain information, as of particular dates, concerning Care.com's business, principal physical properties, capital structure, material pending litigation, operating results, financial condition, directors and officers (including their remuneration and stock options granted to them), the principal holders of Care.com's securities, any material interests of such persons in transactions with Care.com, and other matters is required to be disclosed in proxy statements and periodic reports distributed to Care.com's stockholders and filed with the SEC. Such reports, proxy statements and other information should be available for inspection at the public reference room at the SEC's office at 100 F Street, NE, Washington, DC 20549. Copies may be obtained by mail, upon payment of the SEC's customary charges, by writing to its principal office at

100 F Street, NE, Washington, DC 20549. Further information on the operation of the SEC's Public Reference Room in Washington, DC can be obtained 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, such as Care.com, who file electronically with the SEC. The address of that site is http://www.sec.gov. Care.com also maintains an Internet website at https://www.care.com/. The information contained in, accessible from or connected to Care.com's website is not incorporated into, or otherwise a part of, this Offer to Purchase or any of Care.com's filings with the SEC. The website addresses referred to in this paragraph are inactive text references and are not intended to be actual links to the websites.

Sources of Information. Except as otherwise set forth herein, the information concerning Care.com contained in this Offer to Purchase has been based upon publicly available documents and records on file with the SEC, other public sources and information provided by Care.com. Although we have no knowledge that any such information contains any misstatements or omissions, none of Parent, Purchaser or any of their respective affiliates or assigns, the Information Agent or the Depositary assumes responsibility for the accuracy or completeness of the information concerning Care.com contained in such documents and records or for any failure by Care.com to disclose events which may have occurred or may affect the significance or accuracy of any such information.

9. Certain Information Concerning Purchaser and Parent.

General. Purchaser is a Delaware corporation with its registered office located at 555 West 18th Street, New York, New York 10011. The telephone number of Purchaser is (212) 314-7300. Purchaser is a direct wholly-owned subsidiary of Parent. Purchaser was formed for the purpose of effecting the transactions contemplated by the Merger Agreement and has not engaged in any activities other than those incidental to its formation and the transactions contemplated by the Merger Agreement and Support Agreements.

Parent is a Delaware corporation with its principal executive offices located at 555 West 18th Street, New York, New York 10011. The telephone number of Parent is (212) 314-7300. Parent is a leading media and Internet company. Parent has majority ownership of both Match Group, which includes Tinder, Match, PlentyOfFish and OkCupid, and ANGI Homeservices, which includes HomeAdvisor, Angie's List and Handy, and also operates Vimeo, Dotdash and The Daily Beast, among many other online businesses. Parent is a leading media and Internet company with more than 150 brands and products serving loyal consumer audiences.

The name, citizenship, business address, business phone number, present principal occupation or employment and past material occupation, positions, offices or employment for at least the last five years for each director and each of the executive officers of Purchaser and Parent and certain other information are set forth in Schedule A hereto.

During the last five years, none of Purchaser or Parent or, to the best knowledge of Purchaser and Parent, any of the persons listed in Schedule A hereto (i) has been convicted in a criminal proceeding (excluding traffic violations or other minor offenses) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

Except as otherwise described in this Offer to Purchase, (i) none of Purchaser, Parent, any majority-owned subsidiary of Purchaser or Parent or, to the best knowledge of Purchaser and Parent, any of the persons listed in Schedule A hereto or any associate or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of Purchaser, Parent or, to the best knowledge of Purchaser and Parent, any of the persons or entities

referred to above nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in the Shares during the past 60 days.

Except as otherwise described in this Offer to Purchase, none of Purchaser, Parent or, to the best knowledge of Purchaser and Parent, any of the persons listed in Schedule A hereto, has any contract, arrangement, or understanding with any other person with respect to any securities of Care.com, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Except as set forth in this Offer to Purchase, none of Purchaser, Parent or, to the best knowledge of Purchaser and Parent, any of the persons listed on Schedule A hereto, has had any business relationship or transaction with Care.com or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between Parent or any of its subsidiaries or, to the best knowledge of Parent, any of the persons listed in Schedule A hereto, on the one hand, and Care.com or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets during the past two years.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, Purchaser and Parent filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. The Schedule TO and the exhibits thereto, and such reports and other information, can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549-0213. Information regarding the public reference facilities may be obtained from the SEC by telephoning 1-800-SEC-0330. Parent filings are also available to the public on the SEC's internet website (http://www.sec.gov). Copies of such materials may also be obtained by mail from the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549-0213 at prescribed rates.

10. Background of the Offer; Contacts with Care.com.

Background of the Offer and the Merger; Past Contacts or Negotiations between Parent and Care.com. The following is a description of contacts between representatives of Parent or Purchaser with representatives of Care.com that resulted in the execution of the Merger Agreement and the other documents related to the Offer and the Merger. For a review of Care.com's activities relating to these contacts, please refer to Care.com's Schedule 14D-9 being mailed to stockholders with this Offer to Purchase.

Background of the Offer and the Merger

The following contains a description of material contacts between representatives of Parent or Purchaser and representatives of Care.com that resulted in the execution of the Merger Agreement and the agreements related to the Offer. The discussion below covers only the material contacts and does not attempt to describe every communication between representatives of Parent or Purchaser and representatives of Care.com. For a review of Care.com's activities relating to these contacts, please refer to Care.com's Schedule 14D-9 that will be filed with the SEC and mailed to all Care.com stockholders with this Offer to Purchase.

The board of directors of Parent and Parent's executive management regularly evaluate various strategies to improve Parent's competitive position and enhance value for Parent stockholders, including opportunities for acquisitions of other companies or their assets. Parent also meets with potential partners and acquisition targets as applicable to understand these companies' businesses and evaluate potential opportunities.

During the summer of 2017, Care.com and its advisors made confidential outreach to Parent to assess whether it would be interested in exploring potential strategic transactions with the Company. However, Parent did not submit a proposal to acquire the Company at that time.

In early October, 2019, Morgan Stanley contacted Glenn H. Schiffman, the Chief Financial Officer of Parent, to solicit Parent's interest in participating in a process to evaluate potential transactions of the Company. Parent expressed interest in evaluating a potential transaction with the Company.

On October 3, 2019, Morgan Stanley, the Company's financial advisor, sent Parent a draft of Care.com's form confidentiality agreement, including a customary standstill provision and related "sunset" provision to facilitate further discussions on the basis of confidential information. Parent responded with comments to the form confidentiality agreement on October 4, 2019. Following negotiation, Parent and Care.com entered into the confidentiality agreement on October 14, 2019.

On October 21, 2019, a virtual data room containing confidential information of Care.com was made available to Parent to help Parent evaluate Care.com.

On October 22, 2019, Ms. Marcelo and other members of Care.com senior management held an in-person management presentation with members of Parent's senior management team at Parent's New York offices.

On October 25, 2019, at the direction of Care.com, Morgan Stanley sent a bid instruction letter to Parent, requesting that Parent provide a non-binding indication of interest by November 11, 2019.

On November 12, 2019, Parent submitted to Care.com a non-binding proposal, in which Parent expressed an interest in acquiring Care.com for $12.00 per share, payable either in cash or freely tradeable shares of IAC (or a combination thereof). Parent's proposal indicated that the transaction was not conditional on financing but was subject to completion of due diligence, among other matters.

On November 16, 2019, representatives of Morgan Stanley indicated to Parent that it would have to meaningfully improve its $12.00 price per share non-binding proposal to reflect a control premium to the then- current share price.

On November 18, 2019, Parent confirmed to representatives of Morgan Stanley that, subject to additional diligence and analysis, it would be able to increase its $12.00 price per share proposal in order to reach a control premium to the then current share price of Care.com, and was allowed to proceed in the process as discussed with the Board.

During the second half of November and into December 2019, Care.com's senior management and advisors continued to respond to diligence requests from Parent.

On November 24, 2019, Parent and Care.com executed an amendment to their confidentiality agreement to allow for ANGI Homeservices, Inc. and its subsidiaries to be covered under the agreement.

On November 25, 2019, Morgan Stanley sent to Parent an initial draft of the form merger agreement prepared by Latham & Watkins LLP ("Latham"), counsel to Care.com.

On December 2, 2019, Morgan Stanley reached out to Parent and requested that any proposed comments to the form merger agreement be submitted to Latham by no later than December 9, 2019.

On that same day, Ms. Marcelo and senior management of Care.com met with members of Parent's senior management team at Latham's New York office to engage in in-person diligence discussions.

On December 4, 2019, Morgan Stanley sent a revised bid instruction letter to Parent, asking Parent to submit its final binding proposal by no later than December 16, 2019. The bid instruction letter

indicated that Parent's proposal should provide a specific price per share and, if subject to external financing, should include customary executed debt and equity commitment letters.

On December 11, 2019, Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden"), counsel to Parent, sent to Latham an issues list to the form merger agreement. The issues list addressed, among other things, Parent's proposal to structure the transaction as a two-step merger, a request for certain of Care.com's stockholders to execute support agreements, certain aspects of the fiduciary out provision and related termination rights and fees, including a request to increase the termination fee to 4% of equity value and to provide expense reimbursement upon the failure to obtain the requisite Care.com stockholder vote. Representatives of Latham and Skadden had a subsequent call on the morning of December 12, 2019, to discuss the issues list and related terms and conditions of the form merger agreement.

On December 14, 2019, Skadden sent a revised draft of the form merger agreement to Latham. The comments in Skadden's draft of the merger agreement were consistent with the issues list previously circulated and discussed.

On December 15, 2019, Parent called Morgan Stanley to provide an update on its process. Parent confirmed there was no financing condition to its proposal, and Parent would be in a position to sign a definitive agreement in a short period of time if the parties could come to agreeable terms. Morgan Stanley reiterated that Parent would need to provide an updated bid with a per share purchase price that reflected a control premium in order for Care.com to move forward with Parent in the final phase of bidding.

On December 16, 2019, Parent submitted a revised proposal to Care.com, indicating Parent's willingness to acquire 100% of the outstanding equity of Care.com at a price of $13.00 per share in cash, which Parent noted was a 39% premium on Care.com's share price on August 14, 2019 (the day prior to the release of Engine Capital's letter urging the Company to explore a sale). The proposal indicated that the transaction was not conditioned on financing and that Parent would be willing to work expeditiously towards completing its diligence, negotiating definitive agreements and announcing a transaction.

On December 17, 2019, Morgan Stanley contacted Parent to discuss its proposal, indicating that Parent's proposal was inadequate and would not provide a basis for the Company to move forward. Morgan Stanley indicated that the Company would likely move forward without Parent unless the revised offer was consistent with the feedback Morgan Stanley previously provided to Parent that the Care.com Board required a control premium to the share price as of the time of Parent's initial non-binding proposal. Also on December 17, 2019, Skadden provided a draft stockholder support agreement to Latham, which Parent requested be entered into by Ms. Marcelo, CapitalG LP ("CapitalG") and Tenzing Global Management LLC ("Tenzing") (and certain of their affiliates) concurrently with the public announcement of a proposed transaction.

On December 18, 2019, Parent submitted its revised best and final offer pursuant to which it offered to acquire all outstanding Shares of Care.com for $15.00 per share in cash, provided that the parties executed definitive transaction documentation no later than December 20, 2019. Parent's offer was not subject to any financing condition.

On December 19, 2019, Care.com informed Parent that it wished to engage in further discussions and negotiations with the goal of executing definitive transaction documents for Parent to acquire all outstanding Shares of Care.com for $15.00 per Share.

From December 19 to December 20, 2019, representatives of each of Parent and Care.com and their respective legal counsel continued to negotiate the final terms of the merger agreement. In addition, during this period of time, representatives of Ms. Marcelo, CapitalG and Tenzing worked to negotiate the terms of the support agreements with Parent and its advisors, reaching an agreement in the early morning of December 20, 2019.

Also on December 20, 2019, Care.com, Parent and Purchaser executed and delivered the Merger Agreement. Tenzing, CapitalG and Ms. Marcelo also each executed and delivered a Support Agreement with Parent and Purchaser, pursuant to which they agreed to tender their shares in the Offer.

Before the opening of trading on the NYSE on December 20, 2019, Parent and Care.com issued a joint press release announcing the execution of the Merger Agreement and the forthcoming commencement of a tender offer by Parent to acquire all the outstanding Shares of Care.com at a price of $15.00 per Share in cash.

On January 13, 2020, Purchaser commenced the Offer and filed this Schedule TO-T.

11. Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements.

Purpose of the Offer and Plans for Care.com.

The purpose of the Offer and the Merger is for Parent, through Purchaser, to acquire control of, and the entire equity interest in, Care.com. Pursuant to the Merger, Parent will acquire all of the stock of the Company not purchased pursuant to the Offer or otherwise subject to the terms and conditions set forth in the Merger Agreement. Stockholders of the Company who tender their Shares in the Offer will cease to have any equity interest in the Company or any right to participate in its earnings and future growth. If the Merger is consummated, non-tendering stockholders also will no longer have an equity interest in the Company. On the other hand, after tendering their Shares in the Offer or having their Shares cancelled in the subsequent Merger, stockholders of the Company will not bear the risk of any decrease in the value of the Company stock.

If the Minimum Tender Condition is satisfied and Purchaser accepts Shares for payment pursuant to the Offer, the Merger will be consummated in accordance with Section 251(h) of the DGCL. See "*Summary of the Merger Agreement—The Merger*" below. If the Offer is consummated, Purchaser will not seek a vote of the remaining public stockholders of Care.com before effecting the Merger. Section 251(h) of the DGCL provides that following consummation of a successful tender offer for a public corporation (the shares of which are listed on a national securities exchange or held of record by more than 2,000 holders), and subject to certain statutory provisions, if the acquirer holds at least the amount of shares of each class of stock of the target corporation that would otherwise be required to approve a merger for the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquirer can effect a merger without the vote of the other stockholders of the target corporation. Accordingly, if we consummate the Offer, Purchaser will effect the closing of the Merger without a vote of the stockholders of Care.com in accordance with Section 251(h) of the DGCL. At the Effective Time, the Restated Certificate of Incorporation of the Company will be amended and restated in its entirety in the form attached to the Merger Agreement, and, as so amended and restated, will be the certificate of incorporation of the Surviving Corporation until further amended. Also at the Effective Time, the Amended and Restated Bylaws of the Company will be amended and restated in their entirety in the form attached to the Merger Agreement, and, as so amended and restated, will be the bylaws of the Surviving Corporation until further amended. At the Effective Time, the directors of Purchaser will become the directors of the Surviving Corporation and the officers of the Company will become the officers of the Surviving Corporation, each until their respective successors are duly elected or appointed. See "*Summary of the Merger Agreement—The Merger*" below.

If Purchaser accepts Shares for payment pursuant to the Offer, Parent will obtain control over Care.com. Parent and Purchaser are conducting a detailed review of Care.com and its assets, corporate structure, capitalization, operations, properties, policies, management and personnel, and considering what changes may be desirable in light of the circumstances that exist at Care.com. Following completion of the Offer, Parent will continue to evaluate the business and operations of Care.com, and will take such actions as Parent deems appropriate under the circumstances then existing. With a view to optimizing development of Care.com's potential, Purchaser's plans for Care.com may change based on further analysis including changes in the Company's business, corporate structure, certificate of incorporation, bylaws, capitalization, board of directors and management, although, except as disclosed in this Offer to Purchase, Parent and Purchaser have no current plans with respect to any of such matters.

Except as disclosed in this Offer to Purchase, neither Parent nor Purchaser has any present plans or proposals that would result in an extraordinary corporate transaction involving the Company or any of its subsidiaries, such as a merger, reorganization, liquidation, relocation of operations, or sale or transfer of a material amount of assets, or any material changes in the Company's corporate structure or business.

Summary of the Merger Agreement.

Merger Agreement

On December 20, 2019, Care.com, Parent and Purchaser entered into the Merger Agreement. The following summary of the material provisions of the Merger Agreement is qualified in its entirety by reference to the Merger Agreement, which is filed as Exhibits (d)(1) hereto and is incorporated herein by reference.

The Merger Agreement has been filed as an exhibit to the Offer to Purchase to provide stockholders with information regarding its terms. The assertions embodied in the representations and warranties contained in the Merger Agreement are qualified by information in confidential disclosure schedules delivered by Care.com to Parent (the "Company Disclosure Letter") in connection with the signing of the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were made as of a specified date, may be subject to a contractual standard of materiality different from what might be viewed as material to stockholders, or may have been used for the purpose of allocating risk between the parties to the Merger Agreement. Accordingly, the representations and warranties in the Merger Agreement should not be relied on by any persons as characterizations of the actual state of facts and circumstances of Care.com at the time they were made and the information in the Merger Agreement should be considered in conjunction with the entirety of the factual disclosure about Care.com in Care.com's public reports filed with the SEC. Information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in Care.com's public disclosures. The Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding the Offer, the Merger, Care.com, Parent, Purchaser, their respective affiliates and their respective businesses that are contained in, or incorporated by reference into, the tender offer statement on Schedule TO and related exhibits, including the Offer to Purchase, and the Schedule 14D-9, as well as in Care.com's other public filings.

The Offer. The Merger Agreement provides that Purchaser will commence the Offer no later than January 13, 2020. Purchaser's obligation to accept for payment and pay for Shares validly tendered in the Offer is subject to the satisfaction of the Minimum Tender Condition and the other conditions to the Offer that are described in Section 13—"Conditions of the Offer." Subject to the satisfaction of the Minimum Tender Condition and the other conditions to the Offer that are described in Section 13—"Conditions of the Offer," the Merger Agreement provides that Purchaser shall, and Parent shall cause

Purchaser to, as soon as practicable after the Expiration Date, as it may be extended pursuant to the terms of the Merger Agreement, accept and pay for all Shares validly tendered and not validly withdrawn pursuant to the Offer. The Offer will expire one minute after 11:59 p.m., Eastern Time, on February 10, 2020, unless we extend the Offer pursuant to the terms of the Merger Agreement.

Parent and Purchaser expressly reserve the right to waive (to the extent permitted under applicable legal requirements) any condition to the Offer, to increase the amount of cash constituting the Offer Price, to make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement and to terminate the Offer if the conditions to the Offer are not satisfied and the Merger Agreement is terminated, except that Care.com's prior written approval is required for Parent or Purchaser to:

- decrease the Offer Price;
- change the form of consideration payable in the Offer;
- reduce the maximum number of Common Shares or Preferred Shares sought to be purchased in the Offer;
- amend, modify or waive the Minimum Tender Condition;
- amend any of the other conditions to the Offer set forth in Section 13 hereof in a manner adverse to the holders of Common Shares or Preferred Shares;
- impose conditions to the Offer that are in addition to the conditions to the Offer set forth in Section 13 hereof;
- terminate, accelerate or otherwise modify or amend the Offer to accelerate the Expiration Date (except as provided in the Merger Agreement); or
- otherwise modify or amend any of the other terms of the Offer in a manner adverse in any material respect to the holders of Common Shares or Preferred Shares.

The Merger Agreement contains provisions to govern the circumstances under which Purchaser is required to, and Parent is required to cause Purchaser to, extend the Offer. Specifically, the Merger Agreement provides that:

- if, as of the then scheduled Expiration Date, any condition to the Offer has not been satisfied or waived, to the extent waivable, Purchaser has agreed to (and Parent has agreed to cause Purchaser to) extend the Offer for additional successive periods of up to ten business days per extension (or longer if agreed by Purchaser and the Company), to permit such condition to the Offer to be satisfied; and
- Purchaser has agreed to (and Parent has agreed to cause Purchaser to) extend the Offer for the minimum period required by any law, interpretation or position of the SEC or its staff applicable to the Offer.

However, Purchaser is not required to extend the Offer beyond the earlier to occur of the valid termination of the Merger Agreement in accordance with its terms and the Outside Date, which is June 20, 2020.

Purchaser has agreed that it will (and Parent has agreed that it will cause Purchaser to) promptly, irrevocably and unconditionally terminate the Offer upon any termination of the Merger Agreement, and Purchaser will promptly return, and will cause any depository acting on behalf of Purchaser to return, all tendered Shares to the registered holders thereof.

The Merger. The Merger Agreement provides for the merger of Purchaser with and into the Company upon the terms, and subject to the conditions, of the Merger Agreement and in accordance

with Section 251(h) of the DGCL. As the Surviving Corporation, Care.com will continue to exist following the Merger as a wholly owned subsidiary of Parent. Upon consummation of the Merger, the directors of Purchaser immediately prior to the effective time of the Merger will be the initial directors of the Surviving Corporation and the officers of Care.com immediately prior to the effective time of the Merger will be the initial officers of the Surviving Corporation. At the effective time of the Merger, the Restated Certificate of Incorporation of the Company will be amended and restated in its entirety in the form attached to the Merger Agreement, and the Amended and Restated Bylaws of the Company will be amended and restated in their entirety in the form attached to the Merger Agreement, each until further amended as provided in accordance with their terms or in accordance with applicable law.

The Merger will be effective at the time the certificate of merger (the "Certificate of Merger") is duly filed with the Secretary of State of the State of Delaware or such later time as specified in the Certificate of Merger and agreed to by the Company, Parent and Purchaser in writing. Parent expects to complete the Merger after the Acceptance Time and the satisfaction or waiver of all other closing conditions. Unless otherwise agreed by the parties to the Merger Agreement, the parties are required to close the Merger on the same business day as the Acceptance Time, except if any of the conditions in Section 13 hereof (other than those conditions that by their nature are to be satisfied only at the closing, but subject to the satisfaction or waiver of those conditions at such time) has not been satisfied or waived by such date, in which case on no later than the first business day on which each of such conditions is satisfied. The conditions of the closing of the Merger are described below under the caption "Conditions to the Merger."

The obligations of Parent and Purchaser to complete the Merger are subject to the satisfaction or waiver by each of the parties of the Minimum Tender Condition, the Competition Laws Condition, the Governmental Impediment Condition and the other conditions in Section 13 hereof.

Board of Directors and Officers. As of the Effective Time, the board of directors of Purchaser immediately prior to the Effective Time (or such other individuals designated by Parent) will become the directors of the Surviving Corporation and the officers of Care.com immediately prior to the Effective Time will continue as the officers of the Surviving Corporation.

Conversion of Capital Stock at the Effective Time. Common Shares outstanding immediately prior to the Effective Time (other than (i) Common Shares irrevocably accepted for payment in the Offer, (ii) Common Shares held by Care.com or any of its wholly-owned subsidiaries, (iii) Common Shares held by Parent, Purchaser or any other subsidiary of Parent and (iv) Common Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law) will be converted at the Effective Time into the right to receive $15.00 per Common Share and Preferred Shares outstanding immediately prior to the Effective Time (other than (i) Preferred Shares irrevocably accepted for payment in the Offer and (ii) Preferred Shares held by the Company stockholders who properly demand and perfect appraisal rights under Delaware law) will be converted at the Effective Time into the right to receive the Preferred Share Offer Price, in each case, net to the holder in cash, without interest, less any applicable withholding taxes (collectively, the "Merger Consideration").

All outstanding shares of capital stock of Purchaser held immediately prior to the Effective Time shall be converted into and become (in the aggregate) 1,000 shares of newly and validly issued, fully paid and non-assessable shares of common stock of the Surviving Corporation and shall constitute the only outstanding capital of the Surviving Corporation.

On or prior to the Effective Time, Parent will deposit or cause to be deposited with Computershare Trust Company, N.A. cash sufficient to pay the aggregate Merger Consideration payable upon surrender of the Shares.

Treatment of Equity Awards. Pursuant to the Merger Agreement, effective as of five business days prior to, and conditional upon the occurrence of, the Effective Time, each holder of any vested or unvested Company Option that qualifies as an incentive stock option within the meaning of Section 422(b) of the Code will be entitled to exercise such Company Option in full by providing Care.com with a notice of exercise and full payment of the applicable exercise price in accordance with and subject to the terms of the applicable Care Equity Plan and award agreement.

At the Effective Time, each Company Option, whether vested or unvested, that is outstanding immediately prior to the Effective Time will automatically be cancelled and converted into the right to receive (without interest) an amount in cash, less applicable tax withholdings, equal to the product of (x) the total number of Common Shares underlying the Company Option, multiplied by (y) the excess, if any, of the Merger Consideration over the exercise price of such Company Option; provided that any Company Option with an exercise price that is equal to or greater than the Merger Consideration will be cancelled for no consideration.

At the Effective Time, each award of Company Time-Based RSUs that is outstanding immediately prior to the Effective Time will become fully vested and will automatically be cancelled and converted into the right to receive (without interest) an amount in cash, less applicable tax withholdings, equal to (x) the total number of Common Shares underlying such award of Company Time-Based RSUs as of immediately prior to the Effective Time, multiplied by (y) the Merger Consideration.

Each award of Company restricted stock units other than the Company Time-Based RSUs described above will be cancelled for no consideration prior to the Effective Time in accordance with its terms.

The Surviving Corporation will, and Parent will cause the Surviving Corporation to, pay to the holders of Company Options and Company Time-Based RSUs the amounts described above, as applicable, as soon as practicable following the date the Merger is consummated, through the Surviving Corporation's payroll system (to the extent applicable); provided that, with respect to Company Time-Based RSUs, to the extent payment within such time or on such date would trigger a tax or penalty under Section 409A of the Code, such payments will be made on the earliest date that payment would not trigger such tax or penalty.

Representations and Warranties. In the Merger Agreement, Care.com has made representations and warranties to Parent and Purchaser with respect to, among other things:

- corporate matters, such as organization, organizational documents, standing, qualification, enforceability, power and authority;
- subsidiaries;
- required consents and approvals, and no violations of organizational documents, contracts or applicable law as a result of the Offer or Merger;
- capitalization;
- financial statements and SEC filings (including Offer documents and the Company's Schedule 14D-9);
- disclosure controls and internal control over financial reporting;
- undisclosed liabilities;
- certain changes or events from September 30, 2019 to the date of the Merger Agreement;
- legal proceedings;
- permits and legal and regulatory compliance;

- material contracts;
- employees and employee benefit plans, including ERISA, labor relations and certain related matters;
- tax matters;
- environmental matters;
- intellectual property, data protection and cyber security;
- real property matters;
- compliance with anti-corruption and anti-bribery laws;
- affiliated transactions;
- opinion of its financial advisor;
- except in the absence of Section 251(h) of the DGCL, no requirement for shareholders to vote on the transactions;
- state takeover statutes;
- insurance; and
- brokers' fees and expenses.

Some of the representations and warranties in the Merger Agreement made by Care.com are qualified as to "materiality" or "Company Material Adverse Effect." For purposes of the Merger Agreement, a "Company Material Adverse Effect" means any change, event, effect, circumstance, condition, occurrence or development that (x), individually or in the aggregate, has a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole or (y) would prevent or materially impairs or delays the consummation of the Merger or performance by the Company of any of its material obligations made under the Merger Agreement. The definition of "Company Material Adverse Effect" excludes the following from constituting or being taken into account in determining whether there has been, is or would reasonably be expected to be a Company Material Adverse Effect:

(i) changes or proposed changes in applicable laws, GAAP or the interpretation or enforcement thereof;

(ii) changes in general economic, business, labor or regulatory conditions, or changes in securities, credit or other financial markets, including interests rates or exchange rates, in the United States or globally, or changes generally affecting the industries (including seasonal fluctuations) in which the Company or its subsidiaries operate in the United States or globally;

(iii) changes in global or national political conditions (including the outbreak or escalation of war (whether or not declared), military action, sabotage or acts of terrorism), changes due to natural disasters or changes in the weather or changes due to the outbreak or worsening of an epidemic, pandemic or other health crisis;

(iv) actions or omissions required of the Company under the Merger Agreement or taken at the express written request of Parent or Purchaser;

(v) the public announcement, pendency or consummation of the Merger Agreement and the Offer, the Merger and the other transactions contemplated by the Merger Agreement, including the identity of Parent or any of its subsidiaries or any public communication by Parent or any of its subsidiaries regarding plans, proposals or projections with respect to the Company, its subsidiaries or their employees (including any impact on the relationship of the Company or any its subsidiaries, contractual or otherwise, with its customers, suppliers, distributors, vendors, lenders, employees or partners);

(vi) any actions, suits, claims, charges, litigation, arbitration or proceedings, in each case, by or before any governmental entity, arising from allegations of breach of fiduciary duty by the Care.com Board or violation of Law by the Care.com Board relating to the Merger Agreement or the transactions contemplated hereby;

(vii) changes in the trading price or trading volume of Common Shares or any suspension of trading (provided that the underlying cause of such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred or would be reasonably expected to occur); or

(viii) any failure by Care.com or any of its subsidiaries to meet any revenue, earnings or other financial projections or forecasts (provided that the underlying cause of such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred or would be reasonably expected to occur).

However, the exceptions set forth in subclauses (i), (ii) and (iii) above will not apply to the extent that such Company Material Adverse Effect disproportionately impacts Care.com and its subsidiaries, taken as a whole, compared to other companies operating in the industry in which Care.com and its subsidiaries operate or participate.

In the Merger Agreement, Parent and Purchaser have made representations and warranties to Care.com with respect to:

- corporate matters, such as organization, standing, enforceability, power and authority;
- no ownership of any Shares;
- required consents and approvals, and no violations of laws or agreements;
- sufficiency of funds;
- absence of litigation;
- broker's fees and expenses; and
- independent investigation regarding Care.com.

Some of the representations and warranties in the Merger Agreement made by Parent and Purchaser are qualified as to "materiality" or "Parent Material Adverse Effect." For purposes of the Merger Agreement, "Parent Material Adverse Effect" means any change, event, development, condition, occurrence or effect that prevents or materially impairs or delays the consummation of the Merger or performance by Parent or Purchaser of any of their material obligations under the Merger Agreement.

None of the representations and warranties of the parties to the Merger Agreement contained in the Merger Agreement or in any schedule, instrument or other document delivered pursuant to the Merger Agreement will survive the Effective Time.

Access to Information. Subject to certain limited exceptions, from the date of the Merger Agreement, Care.com will, and will cause its subsidiaries to, provide Parent, Purchaser and their respective directors, officers, employees, accountants, consultants, legal counsel, investment bankers, advisors, agents or other representatives (collectively, "Representatives") access at reasonable times upon prior written notice to the officers, employees, properties, books and records of Care.com and its subsidiaries and furnish promptly such information concerning the business, properties, contracts, assets and liabilities of the Company and each of its subsidiaries as Parent or its Representatives may reasonably request.

Notice of Certain Events. Care.com and Parent have agreed to promptly notify the other of (i) any notice or other communication received from any person alleging that the consent of such person is or may be required in connection with the Transactions; (ii) any notice or other communication from any governmental entity or the NYSE in connection with the Transactions or (iii) such party becoming aware of the occurrence of an event that could prevent or delay beyond the Outside Date the consummation of the Transactions or that would reasonably be expected to result in any of the conditions set forth in the Merger Agreement not being satisfied.

Conduct of Business Pending the Merger. Care.com has agreed that, from the date of the Merger Agreement until the earlier of the Effective Time and the termination of the Merger Agreement pursuant to its terms, except as required by the Merger Agreement or as consented to in writing by Parent (which consent may not be unreasonably withheld, conditioned or delayed) or as disclosed to Parent and Purchaser prior to the execution of the Merger Agreement in the Company Disclosure Letter, it will, and will cause each of its subsidiaries to use commercially reasonable efforts to, (i) conduct its operations only in the ordinary course of business in a manner consistent with past practice and (ii) keep available the services of the current officers, employees and consultants of the Company and each of its subsidiaries and to preserve the goodwill and current relationships of the Company and each of its subsidiaries with customers, suppliers and other persons with which the Company or any of its subsidiaries has business relations. In addition, Care.com and its subsidiaries will not, among other things and subject to specified exceptions (including ordinary course exceptions):

- amend its certificate of incorporation or bylaws or equivalent organizational documents;
- issue, sell, pledge, dispose of, grant, transfer or encumber any shares of capital stock of, or other equity interests in, the Company or any of its subsidiaries of any class, or securities convertible into, or exchangeable or exercisable for, any shares of such capital stock or other equity interests, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or other equity interests or such convertible or exchangeable securities of the Company or any of its subsidiaries, other than the issuance of Shares upon the exercise of Company Options or settlement of Company RSUs, in each case, outstanding as of the date of the Merger Agreement in accordance with their terms;
- sell, pledge, dispose of, transfer, lease, license, guarantee or encumber any property or assets of the Company or any of its subsidiaries (other than intellectual property);
- sell, assign, pledge, transfer, exclusively license, abandon, or otherwise dispose of any material intellectual property;
- declare, set aside, make or pay any dividend or other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of its capital stock or other equity interests, except for any dividends on Preferred Shares pursuant to Section 4(b) of the Certificate of Designations or dividends paid by a wholly-owned subsidiary of the Company to the Company or another wholly-owned subsidiary of the Company;
- reclassify, combine, split, subdivide or amend the terms of, or redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock or other equity interests;
- adopt a plan of merger, merge or consolidate the Company or any of its subsidiaries with any person or adopt a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its subsidiaries;
- acquire (including by merger, consolidation, or acquisition of stock or assets or other similar transaction) any person, division or assets;

- repurchase, redeem, defease, cancel, prepay, forgive, issue, sell or otherwise incur, or amend in any material respect the terms of, any indebtedness for borrowed money or any debt securities of the Company or any of its subsidiaries or assume, guarantee or endorse, or otherwise as an accommodation become responsible for (whether directly, contingently or otherwise), the obligations of any person (other than a wholly-owned subsidiary of the Company), except the Company and its subsidiaries may incur indebtedness for borrowed money not to exceed $1,000,000 individually or in the aggregate;

- make any loans, advances, investments or capital contributions to, or investments in, any other person (other than any wholly-owned subsidiary of the Company);

- terminate, cancel or renew, or agree to any material amendment to or waiver under any of the Company's material contracts, or enter into or amend any contract that, if existing on the date hereof, would be a material contract of the Company;

- except to the extent required by the Merger Agreement, applicable law or the existing terms of any Care benefit plan:

  (A) increase the compensation, fees or benefits payable or to become payable to any current or former individual service provider;

  (B) grant any new incentive compensation to any current or former individual service provider;

  (C) grant or provide any change in control, severance, termination, retention or similar payments or benefits to any current or former service provider (including any obligation to gross-up, indemnify or otherwise reimburse any such individual for any tax incurred by such individual, including under Section 409A or 4999 of the Code);

  (D) establish, adopt, enter into, amend or terminate any Company benefit plan (or any plan, program, policy, agreement or arrangement that would be a Company benefit plan if it were in existence on the date of the Merger Agreement);

  (E) take any action to accelerate the vesting, payment or funding of any compensation or benefits under any Company benefit plan;

  (F) hire, engage or promote any employee with an annual base salary of $150,000 or more or any independent contractor or consultant who is a natural person and who is or would reasonably be expected to receive an annualized fee of $25,000 or more;

  (G) terminate (other than for cause) the employment or service of (1) any employee in connection with any reduction in force or mass termination or (2) any employee with an annual base salary of $150,000 or more or any independent contractor or consultant who is a natural person and who is or would reasonably be expected to receive an annualized fee of $25,000 or more; or

  (H) change any material actuarial or other assumptions used to calculate funding obligations with respect to any Company benefit plan or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP.

- make any change in accounting policies, practices, principles, methods or procedures, other than as required by GAAP or by a governmental entity;

- compromise, settle or agree to settle any proceeding, subject to certain customary exceptions;

- make any capital expenditures in the aggregate (or any authorization or commitment with respect thereto) in any period in excess of the aggregate amount of capital expenditures budgeted for such period;

- enter into any material partnership, joint venture or similar business organization;

- enter into any contract between the Company or any subsidiary, on the one hand, and any affiliates (other than the Company and its subsidiaries) of the Company, on the other hand other than advances for business, travel-related, relocation or other similar expenses in accordance with any currently existing Company policy;

- adopt or implement any stockholder rights plan or similar arrangement that is, or at the Effective Time will be, applicable to the Merger Agreement, the Merger or the transactions contemplated thereby;

- except as required by law or a governmental entity, make, change or revoke any material tax election, change any of its material methods of accounting for tax purposes, or enter into any settlement or "closing agreement" within the meaning of Section 7121 of the U.S. Internal Revenue Code of 1986 (or any similar provision of state, local or non-U.S. law) with respect to any material tax claim, audit or dispute;

- except as required by law, (i) modify, extend or enter into any labor agreement or (ii) recognize or certify any labor or trade union, labor organization, works council or group of employees of the Company or its subsidiaries;

- waive the restrictive covenant obligations of any employee of the Company or its subsidiaries; or

- enter into any new line of business other than any line of business that is reasonably ancillary to and a reasonably foreseeable extension of any line of business as of the date of the Merger Agreement.

Antitrust Laws. Each of Parent, Purchaser and Care.com shall use reasonable best efforts to (i) obtain all consents, approvals or waivers from, or participation in other discussions or negotiations with, third parties, including under any contract to which the Company or Parent or any of their respective subsidiaries is party or by which such person or any of their respective properties or assets may be bound, (ii) obtain all necessary or advisable actions or nonactions, waivers, consents, approvals, orders and authorizations from governmental entities (including those in connection with any applicable supranational, national, federal, state, provincial or local law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition in any other country or jurisdiction, including the HSR Act, the Sherman Act, the Clayton Act, and the Federal Trade Commission Act, in each case, as amended and other similar competition or antitrust laws of any jurisdiction other than the United States ("Competition Laws")), make all necessary or advisable registrations, declarations and filings with and take all steps as may be necessary to obtain an approval or waiver from, or to avoid any proceeding by, any governmental entity (including in connection with applicable Competition Laws), (iii) submit promptly any additional information requested by any governmental entity that is required or advisable and respond as practicable to any inquiries or requests received from any governmental entity, (iv) resist, contest or defend any proceeding (including administrative or judicial proceedings) challenging the Offer, the Merger or the completion of the transactions contemplated in connection with the Merger Agreement, including seeking to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) that is in effect and that could restrict, prevent or prohibit consummation of the transactions, and (v) execute and deliver any additional instruments necessary to consummate the transactions and to fully carry out the purposes of the Merger Agreement.

Without limiting the foregoing, Parent agrees to use its reasonable best efforts to take, or cause to be taken, any and all steps and to make, or cause to be made, any and all undertakings necessary to resolve, avoid or eliminate each and every impediment under any applicable Competition Law asserted by any governmental entity with respect to the Offer and the Merger so as to enable the closing of the Merger to occur as promptly as practicable, including (i) proposing, negotiating, committing to, and effecting, by consent decree, hold separate order, or otherwise, the sale, divestiture, licensing or disposition of any assets, properties or businesses of Parent or the Company or any of their respective subsidiaries or (ii) accepting any operational restrictions or otherwise taking or committing to take actions that limit Parent's or any Parent subsidiary's freedom of action with respect to, or its ability to retain, any of the assets, properties, licenses, rights, product lines, operations or businesses of Parent or the Company or any of their respective subsidiaries in each case, as may be required in order to avoid the entry of, or to effect the lifting or dissolution of, any injunction, temporary restraining order, or other order in any suit or proceeding, which would otherwise have the effect of preventing or delaying the closing of the Merger, as applicable. If such efforts fail to resolve, avoid or eliminate each and every impediment under any applicable Competition Law that may be asserted by any governmental entity with respect to the Offer and the Merger so as to enable the closing of the Merger to occur, then Parent shall use its best efforts to defend through litigation on the merits any claim asserted in court by any party in order to avoid entry of, or to have vacated or terminated, any order (whether temporary, preliminary or permanent) that would prevent the closing of the Merger from occurring as promptly as practicable. Notwithstanding the foregoing or any other provision of the Merger Agreement, none of Parent, the Company or any of their respective subsidiaries shall be required to agree to any sale, transfer, license, separate holding, divestiture or other disposition of, or to any prohibition of or any limitation on the acquisition, ownership, operation, effective control or exercise of full rights of ownership, or other modification of rights in respect of, any assets, properties or businesses of Parent or the Company or any of their respective subsidiaries that, in each case, is not conditioned on the consummation of the transactions.

Neither Parent nor Purchaser shall directly or indirectly acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation would reasonably be expected to (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any permits, orders or other approvals of any governmental entity necessary to consummate the transactions or the expiration or termination of any applicable waiting period, (ii) materially increase the risk of any governmental entity seeking an order prohibiting the consummation of the transactions, (iii) materially increase the risk of not being able to remove any such order on appeal or otherwise, or (iv) materially delay or prevent the consummation of the transactions.

Employee Matters. Parent has agreed that, during the period that each individual who is an employee of Care.com and its subsidiaries immediately prior to the Effective Time (each a "Continuing Employee") remains employed with the Surviving Corporation following the closing of the Merger, Parent will provide or cause one of its subsidiaries, including the Surviving Corporation, to provide to each Continuing Employee, (i) for the 12 month period following the date the Merger is consummated, base salary or wage rate, as applicable, and a target annual cash bonus opportunity that is not less than the base salary or wage rate, as applicable, and target annual cash bonus opportunity provided to such Continuing Employee immediately prior to the Effective Time and (ii) during the period commencing on the date the Merger is consummated and ending on December 31, 2020, other compensation and benefits (excluding equity and equity-based compensation, defined benefit pension and retiree welfare benefits) that are substantially comparable in the aggregate to the other compensation and benefits (excluding equity and equity-based compensation, defined benefit pension and retiree welfare benefits) provided to such Continuing Employee immediately prior to the Effective Time.

From and after the Effective Time, Parent will, or will cause one of its subsidiaries, including the Surviving Corporation, to assume and honor each of Care.com's employment, severance, retention and termination plans, policies, programs, agreements and arrangements, in each case, as in effect at the Effective Time, including with respect to any payments, benefits or rights arising as a result of the transactions contemplated by the Merger Agreement (either alone or in combination with any other event), in each case, which may be amended or terminated by Parent or the applicable subsidiary of Parent in accordance with the terms of the applicable plan, policy, program, agreement or arrangement; provided, however, that if within 12 months following the Effective Time, Parent or any of its subsidiaries discontinues Care.com's severance practices, then the Continuing Employees will be eligible for severance benefits that are substantially comparable to those provided to similarly situated employees of Parent and its subsidiaries.

With respect to benefit plans maintained by Parent or any of its subsidiaries, including the Surviving Corporation (including any vacation, paid time-off and severance plans), Parent will, or will cause the applicable subsidiary of Parent to, use reasonable best efforts to cause, for all purposes, including determining eligibility to participate, level of benefits, vesting and benefit accruals, each Continuing Employee's service with Care.com or any of its subsidiaries, as reflected in Care.com's records, to be treated as service with Parent or any of its subsidiaries, including the Surviving Corporation, to the extent such service would have been recognized under the comparable Care.com benefit plan immediately prior to the Effective Time; provided, however, that such service need not be recognized to the extent that such recognition would result in any duplication of benefits and the foregoing service credit will not apply with respect to any defined benefit plan or retiree medical plan.

Parent will, or will cause its subsidiaries (including the Surviving Corporation) to, use reasonable best efforts to waive, or cause to be waived, any pre-existing condition limitations, exclusions, evidence of insurability, actively-at-work requirements and waiting periods under any welfare benefit plan maintained by Parent or any of its subsidiaries in which Continuing Employees (and their eligible dependents) will be eligible to participate from and after the Effective Time, except to the extent that such pre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods would not have been satisfied or waived under the comparable Care.com benefit plan immediately prior to the Effective Time. Parent will, or will cause its subsidiaries, including the Surviving Corporation, to use commercially reasonable efforts to recognize, or cause to be recognized, the dollar amount of all co-payments, deductibles and similar expenses incurred by each Continuing Employee (and his or her eligible dependents) during the calendar year in which the Effective Time occurs for purposes of satisfying such year's deductible and co-payment limitations under the relevant welfare benefit plans in which such Continuing Employee (and dependents) will be eligible to participate from and after the Effective Time.

Directors' and Officers' Indemnification and Insurance. Pursuant to the terms of the Merger Agreement, Care.com's directors and executive officers will be entitled to certain indemnification rights and coverage under directors' and officers' liability insurance policies for a period of time following the Effective Time, as described below.

From and after the Effective Time, Parent shall, and shall cause the Surviving Corporation to, indemnify, defend and hold harmless, and advance expenses as incurred, to the fullest extent permitted under (i) applicable law, (ii) Care.com's organization documents in effect as of the date of the Merger Agreement and (iii) any contract of Care.com or its subsidiaries in effect as of the date of the Merger Agreement, each present and former director and officer of Care.com and its subsidiaries and each of their respective employees who serves as a fiduciary of a Company benefit plan (in each case, when acting in such capacity, an "Indemnitee") against any costs or expenses (including reasonable attorneys' fees), judgments, settlements, fines, losses, claims, damages, or liabilities incurred in connection with any proceeding or investigation, whether civil, criminal, administrative or investigative, whenever asserted, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time.

In addition, Parent agrees that all rights to exculpation, indemnification and advancement of expenses arising from, relating to, or otherwise in respect of, acts or omissions occurring at or prior to the Effective Time existing as of the Effective Time in favor of an Indemnitee as provided in its organizational documents shall survive the Merger and shall continue in full force and effect in accordance with their terms. For a period of no less than six years from the Effective Time, Parent shall cause the Surviving Corporation to, and the Surviving Corporation shall, maintain in effect the exculpation, indemnification and advancement of expenses provisions of the applicable party's organizational documents in effect as of the date of the Merger Agreement or in any contract of Care.com or its subsidiaries with any of their respective directors, officers or employees in effect as of the date of the Merger Agreement, and shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who immediately before the Effective Time were current or former directors, officers or employees of Care.com or its subsidiaries.

For six years from and after the Effective Time, Parent and the Surviving Corporation shall be jointly and severally responsible for maintaining for the benefit of the directors and officers of Care.com, as of the date of the Merger Agreement and as of the closing date, an insurance and indemnification policy that provides coverage for events occurring at or prior to the Effective Time (the "D&O Insurance") that is substantially equivalent to and in any event not less favorable in the aggregate than the existing policy of Care.com, or, if substantially equivalent insurance coverage is unavailable, the best available coverage; provided, however, that Parent and the Surviving Corporation shall not be required to pay an annual premium for the D&O Insurance in excess of 300% of the last annual premium paid by Care.com prior to the date of the Merger Agreement, it being understood that if the total premiums payable for such insurance coverage exceeds such amount, Parent shall obtain a policy with the greatest coverage available for a cost equal to such amount. The provisions of the immediately preceding sentence shall be deemed to have been satisfied if prepaid policies have been obtained by Care.com prior to the Effective Time, which policies provide such directors and officers with such coverage for an aggregate period of six years with respect to claims arising from facts or events that occurred on or before the Effective Time.

Reasonable Best Efforts. Each of Care.com, Purchaser and Parent has agreed to use reasonable best efforts to take, or cause to be taken, all actions necessary, proper or advisable under the Merger Agreement and applicable law to consummate and make effective the Offer, the Merger and the other Transactions contemplated by the Merger Agreement, as promptly as practicable.

Stockholder Litigation. Care.com will give Parent reasonable opportunity to participate, review or comment on all material filings or responses to be made by Care.com in the defense or settlement of any stockholder litigation against Care.com and/or its directors and officers relating to the transactions contemplated by the Merger Agreement, including the Offer and the Merger and no such settlement of any stockholder litigation will be agreed to without Parent's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed).

Section 16 Matters. Prior to the Effective Time, Care.com will take such steps as may be reasonably required to cause dispositions of Care.com's equity securities (including derivative securities with respect to the Common Shares or Preferred Shares) resulting from the Transactions by each individual who is subject to reporting requirements of Section 16(a) of the Exchange Act with respect to Care.com, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Stock Exchange Delisting and Deregistration. The Surviving Corporation will cause Care.com's securities to be de-listed from NYSE and de-registered under the Exchange Act as promptly as practicable following the Effective Time, and prior to the Effective Time Care.com will reasonably cooperate with Parent to take such actions.

No Solicitation. Except as described below, Care.com will not, and will cause its subsidiaries not to, and Care.com will direct its representatives not to, directly or indirectly:

(i) initiate, solicit, knowingly facilitate or intentionally encourage the making of any offer or submission that constitutes or would reasonably be expected to lead to an Acquisition Proposal (defined below);

(ii) engage in or knowingly facilitate any discussions or negotiations with respect to an Acquisition Proposal (other than informing any third party of the existence of the non-solicitation provisions), except that, the Company may ascertain facts from any person making an Acquisition Proposal for the purpose of the Care.com Board informing itself about such Acquisition Proposal and the third party making such proposal;

(iii) make available any non-public information regarding the Company or its subsidiaries to any person (other than Parent, and Purchaser and their respective representatives acting in their capacities as such) in connection with or in response to an Acquisition Proposal or any proposal, inquiry or offer that would reasonably be expected to lead to an Acquisition Proposal;

(iv) enter into any letter of intent or agreement in principle or any contract concerning any Acquisition Proposal or any proposal, inquiry or offer that would reasonably be expected to lead to an Acquisition Proposal (other than an Acceptable Confidentiality Agreement defined below); or

(v) reimburse or agree to reimburse the expenses of any other person (other than the Company's Representatives) in connection with an Acquisition Proposal or any inquiry, discussion, offer or request that would reasonably be expected to lead to an Acquisition Proposal.

Care.com will, and will cause each of its subsidiaries to, and Care.com shall direct the Representatives of Care.com and its subsidiaries to, promptly cease and terminate any discussion or negotiation heretofore conducted by Care.com, any of its subsidiaries or their respective representatives with any person (other than Parent and its affiliates) with respect to any Acquisition Proposal, or any proposal that would reasonably be expected to lead to an Acquisition Proposal and request any such person to promptly return or destroy all confidential information concerning the Company and its subsidiaries.

Notwithstanding the above limitations, if after the date of the Merger Agreement and prior to the Acceptance Time (i) the Company receives a bona fide written Acquisition Proposal from a third party, (ii) such Acquisition Proposal did not result from a breach of the non-solicitation provisions of the Merger Agreement in any material respect by the Company and (iii) the Care.com Board (or a duly authorized committee thereof) determines in good faith, after consultation with its financial advisors and outside legal counsel, based on information then available, that such Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Proposal (defined below), then the Company may (A) provide information with respect to the Company and its subsidiaries to the third party making such Acquisition Proposal, its representatives and potential sources of financing pursuant to (but only pursuant to) one or more Acceptable Confidentiality Agreements and (B) participate in discussions or negotiations with the third party making such Acquisition Proposal regarding such Acquisition Proposal; provided, however, that any material non-public information concerning the Company or its subsidiaries provided or made available to any third party shall, to the extent not previously provided or made available to Parent or Purchaser, be provided or made available to Parent or Purchaser as promptly as reasonably practicable (and in no event later than 24 hours) after it is provided or made available to such third party, except to the extent providing Parent or Purchaser with such information would violate any applicable law.

From and after the date of the Merger Agreement, Care.com shall promptly (and in any event within 24 hours) notify Parent in the event that the Company receives any Acquisition Proposal. Care.com will notify Parent promptly (and in any event within 24 hours) of the identity of such person and provide to Parent a copy of such Acquisition Proposal (or, where no such copy is available, a reasonable description of such Acquisition Proposal). Without limiting the foregoing, Care.com will promptly (and in any event within 24 hours after such determination) advise Parent if the Company determines to begin providing information or to engage in discussions or negotiations concerning an Acquisition Proposal.

For the purposes of the foregoing covenants and those contained under the remainder of this Section 11, please note the following definitions:

"Acceptable Confidentiality Agreement" means a confidentiality agreement that contains confidentiality provisions that are no less favorable in the aggregate to the Company than those contained in the Confidentiality Agreement, dated October 14, 2019, as amended November 24, 2019, by and between the Company and Parent; provided that any such confidentiality agreement need not contain any standstill provision.

"Acquisition Proposal" means any offer or proposal from a third party concerning (A) a merger, consolidation, share exchange, or other business combination or similar transaction involving the Company, (B) a sale, lease or other disposition by merger, consolidation, business combination, share exchange, joint venture or otherwise, directly or indirectly, of assets of the Company (including equity interests of any subsidiary of the Company) or its subsidiaries representing 15% or more of the consolidated assets of the Company and its subsidiaries, based on their fair market value as determined in good faith by the Care.com Board (or any duly authorized committee thereof), (C) an issuance (including by way of merger, consolidation, business combination or share exchange), directly or indirectly, of equity interests representing 15% or more of the voting power of the Company, or (D) any combination of the foregoing (in each case, other than the Offer and the Merger).

"Intervening Event" means any event, change, effect, development, state of facts, condition or occurrence (including any acceleration or deceleration of existing changes or developments) that is material to the Company and its subsidiaries that (A) was not known nor reasonably foreseeable to the Care.com Board as of or prior to the date of the Merger Agreement, (B) is first occurring after the date of the Merger Agreement and (C) does not involve or relate to an Acquisition Proposal.

"Superior Proposal" means a bona fide written Acquisition Proposal (except the references therein to "15%" shall be replaced by "50%") that the Care.com Board (or a duly authorized committee thereof) determines in good faith, after consultation with its financial advisors and outside legal counsel, taking into account all legal, financial and regulatory aspects of such Acquisition Proposal that the Care.com Board determines to be relevant thereto and such other factors as the Care.com Board (or any duly authorized committee thereof) considers in good faith to be appropriate (including the conditionality, timing and likelihood of consummation of such proposals), is more favorable from a financial point of view to the Company's stockholders than the Offer and the Merger.

Nothing in the Merger Agreement shall prohibit Care.com from complying with Rules 14d-9, 14e-2 and Item 1012(a) of Regulation M-A promulgated under the Exchange Act, or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder.

Recommendation Change. As described above, and subject to the provisions described below, the Care.com Board has determined to recommend that the Company's stockholders accept the Offer and tender their Shares to Purchaser in the Offer. The foregoing recommendation is referred to herein as the "Company Board Recommendation." The Care.com Board also agreed to include the Company Board Recommendation with respect to the Offer in the Schedule 14D-9 and has permitted Parent to refer to such recommendation in this Offer to Purchase and documents related to the Offer.

Except as described below, prior to the Effective Time or the termination of the Merger Agreement pursuant to its terms, neither the Care.com Board nor any committee thereof may:

(i) approve or recommend, or publicly propose to approve or recommend, any Acquisition Proposal;

(ii) withdraw, change or qualify, in a manner adverse to Parent or Purchaser, the Company Board Recommendation;

(iii) approve or cause the Company to enter into any merger agreement, acquisition agreement, memorandum of understanding, agreement in principle, investment agreement, letter of intent or other similar agreement relating to any Acquisition Proposal (in each case, an "Alternative Acquisition Agreement");

(iv) fail to include the Company Board Recommendation in the Schedule 14D-9; or

(v) resolve or agree to do any of the foregoing (any action set forth in the foregoing clauses (i), (ii), (iv) or (v) of this sentence (to the extent related to the foregoing clauses (i) or (ii) of this sentence), a "Change of Board Recommendation").

Notwithstanding the foregoing, if Care.com or the Care.com Board receives, at any time prior to the Acceptance Time, a *bona fide* written Acquisition Proposal that did not result from a breach of the provisions summarized here, and Care.com's Board (or any authorized committee thereof) determines in good faith, after consultation with Care.com's outside legal and financial advisors, that such Acquisition Proposal constitutes a Superior Proposal, Care.com's Board may terminate the Merger Agreement to enter into a contract with respect to such Superior Proposal or make a Change of Board Recommendation, but only if:

(i) the Company has provided prior written notice to Parent of at least three business days (the "Notice Period") of the Company's intention to take such action, which notice shall specify the material terms and conditions of such Acquisition Proposal;

(ii) the Company has provided a copy of the available proposed transaction agreement to be entered into in respect of such Acquisition Proposal to Parent;

(iii) during the Notice Period, if requested by Parent, the Company shall have, and shall have caused its legal and financial advisors to have, engaged in good faith negotiations with Parent regarding any amendment to the Merger Agreement proposed in writing by Parent and intended to cause the relevant Acquisition Proposal to no longer constitute a Superior Proposal; and

(iv) the Care.com Board considered in good faith any adjustments and/or proposed amendments to the Merger Agreement (including a change to the price terms) and the other agreements contemplated thereby that may be irrevocably offered in writing by Parent (the "Proposed Changed Terms") no later than 11:59 a.m., Eastern Time, on the last day of the Notice Period and shall have determined in good faith that the Superior Proposal would continue to constitute a Superior Proposal if such Proposed Changed Terms were to be given effect.

The Care.com Board (or a duly authorized committee thereof) may also make a Change of Board Recommendation in response to an Intervening Event if:

(i) the Care.com Board (or a duly authorized committee thereof) determines in good faith, after consultation with outside legal counsel, that the failure to effect a Change of Board Recommendation in response to such Intervening Event would be reasonably likely to be inconsistent with its fiduciary duties to the stockholders of the Company; and

(ii) Care.com has notified Parent at least three business days prior to making such Change of Board Recommendation and, if desired by Parent, during such three business day period, has negotiated in good faith with Parent to the extent Parent wishes to negotiate to make such adjustments to the terms and conditions of the Merger Agreement so that a Change of Board Recommendation would no longer be necessary.

Conditions to the Merger. Each party's obligation to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of the following conditions:

- Purchaser will have accepted for payment all Shares validly tendered pursuant to the Offer and not withdrawn; and
- no governmental entity will have instituted any temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Merger.

Termination. The Merger Agreement may be terminated as follows:

(i) at any time before the Effective Time, by mutual written consent of Parent and Care.com;

(ii) by either Care.com or Parent, if the Offer (as it may have been extended) expires as a result of the non-satisfaction of any condition to the Offer set forth in Section 13 hereof in a circumstance where Purchaser has no further obligation to extend the Offer; provided, however, that neither Care.com nor Parent shall be permitted to terminate the Merger Agreement pursuant to this paragraph if there has been any material breach by such party of its material representations, warranties or covenants contained in the Merger Agreement, and such breach has primarily caused or resulted in the non-satisfaction of any condition to the Offer set forth in Section 13 hereof;

(iii) by either Care.com or Parent, if any court of competent jurisdiction or other governmental entity of competent jurisdiction shall have issued an order or taken any other action, in each case, permanently restraining, enjoining or otherwise prohibiting, (i) prior to the Acceptance Time or (ii) prior to the Effective Time, the consummation of the Offer or the Merger, and such order or other action shall have become final and non-appealable; provided, however, that neither Care.com nor Parent shall be permitted to terminate the Merger Agreement pursuant to this paragraph if such order or other action is primarily the result of (x) a breach by such party of its representations and warranties or (y) the failure by such party to comply with the covenants applicable to such party, in each case, contained in the Merger Agreement;

(iv) by either Care.com or Parent if the Acceptance Time shall not have occurred on or before June 20, 2020 (the "Outside Date"); provided, however, that neither Care.com nor Parent shall be permitted to terminate the Merger Agreement pursuant to this paragraph if there has been any material breach by such party of its material representations, warranties or covenants contained in the Merger Agreement, and such breach has primarily caused or resulted in the failure of the closing of the Merger to have occurred prior to the Outside Date;

(v) by Parent, at any time prior to the Acceptance Time, if (i) the Care.com Board or any authorized committee thereof shall have effected a Change of Board Recommendation or (ii) Care.com shall have entered into an Alternative Acquisition Agreement with respect to a Superior Proposal;

(vi) by Care.com, at any time prior to the Acceptance Time, if the Care.com Board or any authorized committee thereof authorizes the Company to enter into an Alternative Acquisition Agreement with respect to a Superior Proposal;

(vii) by Parent, at any time prior to the Acceptance Time, if: (i) there has been a breach by Care.com of its representations, warranties or covenants contained in the Merger Agreement,

in each case, such that any condition to the Offer contained in clauses (b) or (c) of Section 13 hereof is not reasonably capable of being satisfied while such breach is continuing, (ii) Parent shall have delivered to Care.com written notice of such breach and (iii) such breach is not capable of cure in a manner sufficient to allow satisfaction of the conditions in clauses (b) or (c) of Section 13 hereof prior to the applicable Outside Date or at least 30 days shall have elapsed since the date of delivery of such written notice to Care.com and such breach shall not have been cured in all material respects; provided, however, that Parent shall not be permitted to terminate the Merger Agreement pursuant to this paragraph if there has been any material breach by Parent or Purchaser of its material representations, warranties or covenants contained in the Merger Agreement, and such breach shall not have been cured in all material respects;

(viii) by Care.com, at any time prior to the Acceptance Time, if: (i) there has been a breach by Parent or Purchaser of any of its representations, warranties or covenants contained in the Merger Agreement that has or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect (as defined in the Merger Agreement), (ii) Care.com shall have delivered to Parent written notice of such breach and (iii) either such breach is not capable of cure prior to the applicable Outside Date or at least 30 days shall have elapsed since the date of delivery of such written notice to Parent and such breach shall not have been cured in all material respects; provided, however, that Care.com shall not be permitted to terminate the Merger Agreement pursuant to this paragraph if there has been any material breach by Care.com of its material representations, warranties or covenants contained in the Merger Agreement, and such breach shall not have been cured in all material respects; or

(ix) by Care.com, if Purchaser fails to accept for purchase Common Shares or Preferred Shares validly tendered (and not withdrawn) pursuant to the Offer in violation of the terms of the Merger Agreement.

Effect of Termination. In the event of termination of the Merger Agreement by either Care.com or Parent, the Merger Agreement shall become void and have no further force and effect (other than certain specified provisions of the Merger Agreement, including those described in "Care.com Termination Fee" below, each of which shall survive termination), and there shall be no liability or obligation on the part of Parent, Purchaser or the Company or their respective subsidiaries, officers, directors or representatives; provided that the foregoing shall not relieve any party from liabilities or damages incurred or suffered as a result of fraud or a willful and material breach by the Company, on the one hand, or Parent or Purchaser, on the other hand, of any of their respective representations, warranties, covenants or other agreements set forth in the Merger Agreement.

Care.com Termination Fee. Care.com has agreed to pay Parent a termination fee of $20,000,000 in cash (the "Termination Fee") if:

(i) at any time prior to the Acceptance Time, if (i) the Care.com Board or any authorized committee thereof shall effect a Change of Board Recommendation or (ii) the Company shall have entered into an Alternative Acquisition Agreement with respect to a Superior Proposal; or

(ii) at any time prior to the Acceptance Time, if the Care.com Board or any authorized committee thereof authorizes the Company to enter into an Alternative Acquisition Agreement with respect to a Superior Proposal,

and as a result of either (i) or (ii), the Merger Agreement is terminated.

The Company has also agreed to pay the Company Termination Fee if:

(i) the Offer expires as a result of the non-satisfaction of any condition of the Offer or because the Acceptance Time does not occur on or before the Outside Date and, at the time of such termination, all of the conditions to the Offer have been satisfied other than the Minimum Tender Condition and conditions to be satisfied at the closing of the Merger; or

(ii) the Company breaches any of its representations, warranties or covenants in the Merger Agreement and such breach prevents any of the conditions of the Offer from being satisfied and cannot be cured prior to the Outside Date or within 30 days of written notice of such breach to the Company and, at the time of such termination, the Minimum Tender Condition has not been satisfied,

and (i) after the date of the Merger Agreement and prior to the date of termination, an Acquisition Proposal has been publicly announced and not withdrawn prior to the date of termination and (ii) the Company enters into a definitive agreement with respect to such Acquisition Proposal or consummates any Acquisition Proposal within nine months after such termination. For purposes of this paragraph, the term "Acquisition Proposal" shall have the meaning assigned to such term above, except that the references to "15%" shall be deemed to be references to "50%."

Parent's receipt of the Termination Fee (if received) from or on behalf of the Company shall be Parent's and Purchaser's sole and exclusive remedy (whether based in contract, tort or strict liability, by the enforcement of any assessment, by any legal or equitable proceeding, by virtue of any statute, regulation or applicable laws or otherwise) against the Company and its subsidiaries and any of their respective former, current or future direct or indirect equity holders, general or limited partners, controlling persons, stockholders, members, managers, directors, officers, employees, agents, affiliates or assignees for all losses and damages suffered as a result of the failure of the Merger or the other transactions contemplated by the Merger Agreement to be consummated, for any breach or failure to perform hereunder or otherwise, and upon payment of such amount, no such person shall have any further liability or obligation relating to or arising out of the Merger Agreement or the transactions contemplated hereby; provided that the foregoing shall not relieve the Company or its subsidiaries from liability for fraud.

Specific Performance. Parent, Purchaser and Care.com each agree that if any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and accordingly, the parties shall be entitled to an injunction or injunctions to prevent breaches of the Merger Agreement and to specific performance of the terms thereof, this being in addition to any other remedy to which they are entitled at law or in equity.

Offer Conditions. The conditions to the Offer are described in Section 13—"Conditions of the Offer."

Summary of the Support Agreements

Concurrently with entering into the Merger Agreement, Parent and Purchaser entered into separate Support Agreements, each dated as of December 20, 2019 (together, the "Support Agreements"), with each of (a) Sheila Lirio Marcelo, the Founder, Chairwoman of the Care.com Board and Chief Executive Officer of Care.com, and The Sheila L. Marcelo 2012 Family Trust; (b) CapitalG LP; and (c) Tenzing Global Management LLC and Tenzing Global Investors Fund I LP (each a "Supporting Stockholder"). The Supporting Stockholders collectively beneficially owned, in the aggregate, 4,100,500 Common Shares and 46,350 Preferred Shares, or all of the Preferred Shares and approximately 12% of all Common Shares outstanding as of January 9, 2020, which represented approximately 24% of the voting power represented by the outstanding Common Shares and Preferred Shares (voting on an as-converted basis in accordance with the Certificate of Designations for the Preferred Shares).

The Support Agreements provide that, no later than ten business days after the commencement of the Offer, each Supporting Stockholder will tender in the Offer, and not withdraw, all outstanding Common Shares and/or Preferred Shares, as applicable, such Supporting Stockholder owns of record or beneficially (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as of the date of the Support Agreement or of which such Supporting Stockholder acquires record ownership or beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) after such date (collectively such shares, the "Covered Company Shares").

The Support Agreements terminate upon the earliest of (a) the termination of the Merger Agreement in accordance with its terms, (b) the delivery of written notice of termination by the Supporting Stockholders to Parent and Purchaser following any amendment, modification, change or waiver to any provision of the Merger Agreement that decreases the amount or changes the form of the Merger Consideration, (c) a Change of Board Recommendation in accordance with the terms and conditions of the Merger Agreement effected by the Care.com Board or any authorized committee thereof and (d) the Effective Time.

During the period from December 20, 2019 until the termination of the Support Agreements as described in the previous paragraph, the Supporting Stockholders also agreed to vote their Shares against certain alternative corporate transactions (as more fully described in the Support Agreements).

This summary and description of the Support Agreements is qualified in its entirety by reference to the form of Support Agreement, which is filed as Exhibit (d)(2) hereto and incorporated herein by reference.

Summary of the Confidentiality Agreement

On October 14, 2019, Parent and Care.com entered into a confidentiality agreement, which was amended on November 24, 2019 (as amended, the "Confidentiality Agreement"). Under the terms of the Confidentiality Agreement, Parent and Care.com agreed that, subject to certain exceptions, both parties would keep all information relating, directly or indirectly, to the disclosing party or its business (as defined in greater detail in the Confidentiality Agreement, the "Evaluation Material") confidential and would not disclose any Evaluation Material (except as permitted in accordance with the terms of the Confidentiality Agreement) and would not use any Evaluation Material other than in connection with the evaluation, negotiation and consummation of a possible transaction between Care.com and Parent.

The Confidentiality Agreement contains a non-solicitation provision which, for a period of 12 months from the date of the Confidentiality Agreement, prohibits Parent and any of its controlled affiliates, who receive Evaluation Material and are acting on Parent's behalf from, directly or indirectly, soliciting to employ any of the officers or management-level employees of Care.com with whom Parent had personal contact during its evaluation of a possible transaction, without the prior written consent of Care.com. The Confidentiality Agreement also requires Parent and its affiliates that receive Evaluation Material to abide by customary standstill restrictions for a period of one year, which standstill restrictions automatically terminate prior to the expiration of the one year term in certain situations. The Confidentiality Agreement terminates on October 14, 2021, but each party's obligation with respect to any Evaluation Material retained will survive the termination of the Confidentiality Agreement.

This summary and description of the Confidentiality Agreement is qualified in its entirety by reference to the Confidentiality Agreement, which is filed as Exhibit (d)(3) hereto and incorporated herein by reference.

12. Source and Amount of Funds.

The Offer is not subject to a financing condition. Parent and Purchaser currently have, and will have, available to them, through a variety of sources, including cash on hand, funds necessary for the

payment of the aggregate Offer Price and the aggregate Merger Consideration and to satisfy all of their payment obligations under the Merger Agreement and resulting from the transactions contemplated thereby. Parent has not entered into any financing commitment in connection with the Merger Agreement or the transactions contemplated thereby.

13. Conditions of the Offer.

The obligation of Purchaser to accept for payment and pay for Shares validly tendered and not validly withdrawn pursuant to the Offer is subject to the satisfaction of the conditions set forth in clauses (a) through (c) below. Notwithstanding any other provisions of the Offer or the Merger Agreement to the contrary and subject to any applicable rules and regulations of the SEC including Rule 14e-1(c) of the Exchange Act, Purchaser is not required to accept for payment or pay for, any tendered Shares if:

a. there shall have not been validly tendered in the Offer (in the aggregate) and not properly withdrawn prior to the Expiration Date a number of Common Shares and Preferred Shares that equals at least a majority of the voting power represented by the Common Shares and the Preferred Shares (voting on an as converted basis in accordance with the Certificates of Designations) that are then issued and outstanding;

b. the waiting period, together with any extensions thereof, under the Competition Laws shall not have expired or been terminated and approvals under any Competition Law required for closing of the Merger have not been obtained;

c. any of the following exists or has occurred and is continuing at the Expiration Date:

i. the consummation of the Offer or the Merger is restrained, enjoined or prohibited by any order (whether temporary, preliminary or permanent) of a court of competent jurisdiction or any other governmental entity or there is in effect any law enacted or promulgated by any governmental entity that prevents the consummation of the Offer or the Merger;

ii. (A) certain representation and warranties of the Company regarding corporate organization, equity interests, authority to enter into, execute and deliver the Merger Agreement, and the enforceability, and binding effect of the Merger Agreement on the Company, and liability for any financial advisory, broker's or similar fees, shall fail to be true and correct in all material respects at and as of the date of the Merger Agreement and at and as of the Expiration Date as though made on the Expiration Date, except for such representations and warranties that relate to a specific date or time (which need only be true and correct in all material respects as of such date or time), (B) certain representations and warranties of the Company regarding capitalization shall fail to be true and correct in all respects at and as of the date of the Merger Agreement and at and as of the Expiration Date as though made on the Expiration Date, except for representations and warranties that relate to a specific date or time (which need only be true and correct in all respects as of such date or time) and except for de minimis inaccuracies and (C) otherwise without giving effect to any qualifications as to materiality, Company Material Adverse Effect or other similar qualifications contained therein, shall fail to be true and correct at and as of the date of the Merger Agreement and at and as of the Expiration Date as though made on the Expiration Date, except for representations and warranties that relate to a specific date or time (which need only be true and correct as of such date or time), except as has not had and would not reasonably be expected to have, individually or in the aggregate with all other failures to be true or correct, a Company Material Adverse Effect;

iii. the Company shall have breached or failed to perform or comply with, in all material respects, all covenants and agreements required to be performed or complied with by the Company under the Merger Agreement at or prior to the Expiration Date;

iv. since the date of the Merger Agreement there shall have occurred a Company Material Adverse Effect;

v. the Merger Agreement shall have been properly and validly terminated in accordance with its terms; or

vi. the Company shall have failed to delivered to Parent a certificate, dated as of the Expiration Date and signed by an executive officer of the Company, certifying to the effect that the conditions set forth in clauses (ii), (iii) and (iv) above have been satisfied.

The foregoing conditions are for the benefit of the Parent and Purchaser and may be waived by the Parent or Purchaser in whole or in part at any time or from time to time prior to the Expiration Date (except that the Minimum Tender Condition may not be waived), in each case, subject to the terms of the Merger Agreement and applicable laws, including the applicable rules and regulations of the SEC. The foregoing conditions shall be in addition to, and not a limitation of, the rights and obligations of Purchaser to extend, terminate, amend and/or modify the Offer in accordance with the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC. The failure by Parent or Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

14. Dividends and Distributions.

Under the terms of the Merger Agreement, Care.com is not permitted to declare, set aside, make or pay any dividends or other distributions (whether payable in cash, stock, property or a combination thereof) with respect to any of its capital stock or other equity interests, except for any dividends on Preferred Shares pursuant to Section 4(b) of the Certificate of Designations. See Section 11—"Purpose of the Offer and Plans for Care.com; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Conduct of Business Pending the Merger."

15. Certain Legal Matters; Regulatory Approvals.

General. Except as otherwise set forth in this Offer to Purchase, based on Parent's and Purchaser's review of publicly available filings by Care.com with the SEC and other information regarding Care.com, Parent and Purchaser are not aware of any licenses or other regulatory permits which appear to be material to the business of Care.com and which might be adversely affected by the acquisition of Shares by Purchaser or Parent pursuant to the Offer or of any approval or other action by any governmental, administrative or regulatory agency or authority which would be required for the acquisition or ownership of Shares by Purchaser or Parent pursuant to the Offer. In addition, except as set forth below, Parent and Purchaser are not aware of any filings, approvals or other actions by or with any governmental body or administrative or regulatory agency that would be required for Parent's and Purchaser's acquisition or ownership of the Shares. Should any such approval or other action be required, Parent and Purchaser currently expect that such approval or action, except as described below under "State Takeover Laws," would be sought or taken. There can be no assurance that any such approval or action, if needed, would be obtained or, if obtained, that it will be obtained without substantial conditions; and there can be no assurance that, in the event that such approvals were not obtained or such other actions were not taken, adverse consequences might not result to Care.com's or Parent's business or that certain parts of Care.com's or Parent's business might not have to be disposed of or held separate. In such an event, we may not be required to purchase any Shares in the Offer. See Section 13—"Conditions of the Offer."

Antitrust. Under the Competition Laws, certain transactions may not be consummated until certain information and documentary materials have been furnished for review, certain waiting period requirements have been satisfied, and certain approvals have been obtained. These requirements apply to Parent by virtue of Purchaser's acquisition of the Shares in the Offer (and the Merger).

Under the HSR Act, the purchase of Shares in the Offer may not be completed until the expiration of a 15-calendar-day waiting period following the filing of certain required information and documentary material concerning the Offer (and the Merger) with the U.S. Federal Trade Commission (the "FTC") and the Antitrust Division of the U.S. Department of Justice (the "Antitrust Division"), unless the waiting period is earlier terminated by the FTC and the Antitrust Division. The parties agreed in the Merger Agreement to file such Premerger Notification and Report Forms under the HSR Act with the FTC and the Antitrust Division in connection with the purchase of Shares in the Offer and the Merger as promptly as practicable but in any event within ten business days following the execution and delivery of the Merger Agreement. The parties accordingly made the filings referenced in the foregoing sentence on January 8, 2020. The required waiting period will expire at 11:59 p.m., Eastern Time, on January 23, 2020 unless earlier terminated by the FTC and the Antitrust Division or Parent receives a request for additional information or documentary material ("Second Request") from either the FTC or the Antitrust Division prior to that time. If a Second Request is issued, the waiting period with respect to the Offer (and the Merger) would be extended for an additional period of ten calendar days following the date of Parent's substantial compliance with that request. If the ten day waiting period expires on a Saturday, Sunday or federal holiday, then the period is extended until 11:59 p.m., Eastern Time, of the next day that is not a Saturday, Sunday or federal holiday. Only one extension of the waiting period pursuant to a Second Request is authorized by the HSR Act rules. After that time, the waiting period could be extended only by court order or with Parent's consent. The FTC or the Antitrust Division may terminate the additional ten day waiting period before its expiration. Complying with a Second Request can take a significant period of time. Although Care.com is also required to file certain information and documentary material with the FTC and the Antitrust Division in connection with the Offer, neither Care.com's failure to make its filing nor failure to comply with its own Second Request in a timely manner will extend the waiting period with respect to the purchase of Shares in the Offer (and the Merger).

The FTC and the Antitrust Division frequently scrutinize the legality under the U.S. antitrust laws of transactions, such as Purchaser's acquisition of Shares in the Offer (and the Merger). At any time before or after Purchaser's purchase of Shares in the Offer (and the Merger), the FTC or the Antitrust Division could take any action under the antitrust laws that it either considers necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares in the Offer (and the Merger), the divestiture of Shares purchased in the Offer and Merger or the divestiture of substantial assets of Parent, Care.com or any of their respective subsidiaries or affiliates. Private parties, as well as state attorneys general, also may bring legal actions under the antitrust laws under certain circumstances. See Section 13 —"Conditions of the Offer."

Under other Competition Laws, the purchase of Shares in the Offer may not be completed until approval has been obtained. The parties agreed to make the mandatory Premerger Notifications under the German and Austrian Competition Acts with the German and the Austrian Federal Competition Authorities ("FCO" and "BWB," respectively) in connection with the purchase of Shares in the Offer and the Merger as promptly as practicable following the execution and delivery of the Merger Agreement.

Under the Austrian Competition Act, an initial four weeks Phase I review period starts once the BWB receives a complete notification. The parties filed their complete notification on January 10, 2020. Within the Phase I period, the BWB or the Federal Cartel Prosecutor may file a request to the Federal Cartel Court for the opening of a Phase II investigation. If the 4-week period elapses without a Phase II request being filed, the merger is cleared in Phase I and closing is no longer barred. If a

Phase II request is filed, the Federal Cartel Court must issue its decision within 5 months from the date of receipt of the review request.

Under the German Competition Act, the FCO has one month from receipt of a complete notification to adopt a Phase I decision. The parties filed their complete notification on January 10, 2020. The transaction is deemed approved if no decision is issued within the Phase I review period. If the FCO opens a Phase II investigation, the review period is extended with an additional 3 months, subject to possible suspension of the review period.

Stockholder Approval Not Required. On December 20, 2019, the Care.com Board (i) determined that the transactions contemplated by the Merger Agreement, including the Offer and the Merger, are advisable, fair to and in the best interests of Care.com and its stockholders, (ii) approved, adopted and declared advisable the Merger Agreement and the transactions contemplated hereby, including the Offer and the Merger, (iii) determined that the Merger shall be effected as soon as practicable following the Acceptance Time without a vote of Care.com's stockholders pursuant to Section 251(h) of the DGCL, and (iv) recommended that Care.com's stockholders accept the Offer and tender their Common Shares or Preferred Shares, as applicable, to Purchaser in response to the Offer.

If Purchaser acquires, pursuant to the Offer, a number of Common Shares and Preferred Shares that, considered together with all other Common Shares and Preferred Shares (if any) then owned by Parent equals at least a majority of the voting power represented by the Common Shares and Preferred Shares (voting on an as-converted basis in accordance with the Certificate of Designations for the Preferred Shares) that are then issued and outstanding, Purchaser will be able to effect the Merger after consummation of the Offer pursuant to Section 251(h) of the DGCL, without a vote by stockholder vote.

State Takeover Laws. A number of states (including Delaware, where Care.com is incorporated) have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which are incorporated in such states or which have substantial assets, stockholders, principal executive offices or principal places of business therein.

As a Delaware corporation, the Company is subject to Section 203 of the DGCL ("Section 203"). In general, Section 203 restricts an "interested stockholder" (including a person who beneficially owns or has the right to acquire 15% or more of a corporation's outstanding voting stock and the affiliates and associates of such person) from engaging in a "business combination" (defined to include mergers and certain other actions) with a Delaware corporation for three years following the time such person became an interested stockholder unless: (i) before such person became an interested stockholder, the board of directors of the corporation approved the transaction in which the interested stockholder became an interested stockholder or approved the business combination, (ii) upon consummation of the transaction that resulted in the interested 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 number of shares of outstanding stock held by directors who are also officers and by employee stock plans that do not allow plan participants to determine confidentially whether to tender shares), or (iii) at or following the time at which such person became an interested stockholder, the business combination is (a) approved by the board of directors of the corporation and (b) authorized at a meeting of stockholders, and not by written consent, by the affirmative vote of the holders of at least $66^{2}/_{3}\%$ of the outstanding voting stock of the corporation not owned by the interested stockholder.

In accordance with the provisions of Section 203, the Care.com Board has approved the Merger Agreement, the Support Agreements and the Transactions, including the Offer and the Merger, for purposes of Section 203, as a result of which the Merger Agreement and the Transactions are not and will not be subject to any restrictions under Section 203. Furthermore, neither Parent nor Purchaser is, nor at any time during the last three years has been, an "interested stockholder" of the Company as

defined in Section 203 of the DGCL. The foregoing description is not complete and is qualified in its entirety by reference to the provisions of Section 203.

Parent is not aware of any other state anti-takeover laws or regulations that are applicable to the Transactions, including the Offer and the Merger, and have not attempted to comply with any state anti-takeover laws or regulations other than as described above.

Appraisal Rights. No appraisal rights are available in connection with the Offer. However, if the Offer is successful and the Merger is consummated, stockholders of Care.com who have not properly tendered their Shares in the Offer and have neither voted in favor of the Merger nor consented thereto in writing (and for which appraisal rights have not been waived) and who otherwise in all respects, properly exercise and perfect a demand for and are entitled to appraisal for such shares in accordance with Section 262 of the DGCL, will be entitled to have their Shares appraised by the Delaware Court of Chancery and to receive payment in cash of the "fair value" of their Shares immediately before the Effective Time in accordance with Section 262 of the DGCL.

"Going Private" Transactions. Rule 13e-3 under the Exchange Act is applicable to certain "going private" transactions and may under certain circumstances be applicable to the Merger. However, Rule 13e-3 will be inapplicable if (i) the Shares are deregistered under the Exchange Act prior to the Merger or another business combination or (ii) the Merger or other business combination is consummated within one year after the purchase of the Shares pursuant to the Offer and the amount paid per Share in the Merger or other business combination is at least equal to the amount paid per Share in the Offer. Neither Parent nor Purchaser believes that Rule 13e-3 will be applicable to the Merger.

Legal Proceedings Relating to the Tender Offer. None.

16. Fees and Expenses.

Parent has retained the Depositary and the Information Agent in connection with the Offer. The Depositary and the Information Agent will receive customary compensation, reimbursement for reasonable out-of-pocket expenses and indemnification against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

As part of the services included in such retention, the Information Agent may contact holders of Shares by personal interview, mail, electronic mail, telephone, telex, telegraph and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial holders of Shares.

Except as set forth above, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will upon request be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers.

17. Miscellaneous.

The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker

or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Parent and Purchaser have filed with the SEC the Schedule TO (including exhibits) in accordance with the Exchange Act, furnishing certain additional information with respect to the Offer, and may file amendments thereto. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the SEC in the manner set forth in Section 8—"Certain Information Concerning Care.com" under "Available Information."

The Offer does not constitute a solicitation of proxies for any meeting of Care.com's stockholders. Any solicitation of proxies which Purchaser or any of its affiliates might seek would be made only pursuant to separate proxy materials complying with the requirements of Section 14(a) of the Exchange Act.

No person has been authorized to give any information or make any representation on behalf of Parent or Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be an agent of Purchaser, the Depositary or the Information Agent for the purpose of the Offer. Neither delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the affairs of Parent, Purchaser, Care.com or any of their respective subsidiaries since the date as of which information is furnished or the date of this Offer to Purchase.

IAC/InterActiveCorp

Buzz Merger Sub Inc.

January 13, 2020

SCHEDULE A

INFORMATION CONCERNING MEMBERS OF THE BOARDS OF DIRECTORS AND THE EXECUTIVE OFFICERS OF PURCHASER AND PARENT

1. Directors and Executive Officers of Purchaser.

Directors and Executive Officers of Purchaser. The following table sets forth as to each of the directors and executive officers of Purchaser as of January 13, 2020: his or her name, citizenship, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted. Unless otherwise indicated, (i) the current business address of each person is 555 West 18th Street, New York, New York 10011, and (ii) the principal employer of each such individual is Buzz Merger Sub Inc., the business address of which is 555 West 18th Street, New York, New York 10011.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Timothy Allen United States Chief Executive Officer	41	Timothy Allen, age 41, is CEO of Mosaic Group, Parent's global mobile applications division which includes Apalon, Daily Burn, iTranslate and TelTech. Prior to CEO of Mosaic, Mr. Allen was CEO of Vimeo, Vice President of Product at Ask Jeeves, and spearheaded over a dozen acquisitions within Parent. Mr. Allen earned an MBA from Northeastern University, a B.S. in Information Technology from the University of Massachusetts and completed the General Management Program at Harvard Business School.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Glenn H. Schiffman United States President and Director	50	Glenn Schiffman, age 50, is Executive Vice President and Chief Financial Officer of Parent. In this role, Mr. Schiffman oversees corporate finance, accounting, M&A, investor relations, and administration functions. Prior to his appointment at Parent, Mr. Schiffman served as Senior Managing Director at Guggenheim Securities. Previously, he was a Partner at The Raine Group, a merchant bank focused on advising and investing in the technology, media, and telecommunications industries. Other past leadership roles include Co-Head of Global Media at Lehman Brothers, Head of Investment Banking Asia-Pacific at Lehman Brothers, and subsequently Nomura, as well as Head of Investment Banking, Americas for Nomura following Nomura's acquisition of Lehman's Asia business. Mr. Schiffman serves on the Board of Directors of Match Group and ANGI Homeservices Inc. He previously served as Chief Financial Officer of ANGI Homeservices Inc. from September 2017 until March 2019. He is a member of the National Committee on United States-China Relations, and serves as a member of the Board of Visitors for the Duke University School of Medicine. He is Founder and Chairman of the Valerie Fund Endowment and a member of the Valerie Fund's Board of Advisors. Mr. Schiffman has a degree in economics and history from Duke University. He was named Institutional Investor's CFO of the Year for the Midcap Internet Sector in 2018.
Gregg Winiarski United States Vice President, General Counsel, Secretary and Director	49	Gregg Winiarski, age 49, has served as Executive Vice President, General Counsel and Secretary of Parent since February 2014 and previously served as Senior Vice President, General Counsel and Secretary of Parent from February 2009 to February 2014. Mr. Winiarski previously served as Associate General Counsel of Parent from February 2005, during which time he had primary responsibility for all legal aspects of Parent's mergers and acquisitions and other transactional work. Prior to joining Parent in February 2005, Mr. Winiarski was an associate with Skadden, Arps, Slate, Meagher & Flom LLP, a global law firm, from 1997 to February 2005. Prior to joining Skadden, Mr. Winiarski was a certified public accountant with Ernst & Young in New York. Mr. Winiarski has served on the boards of directors of Match Group, Inc. and ANGI Homeservices Inc. since October 2015 and June 2017, respectively.

1. Directors and Executive Officers of Parent.

Directors and Executive Officers of Parent. The following table sets forth as to each of the directors and executive officers of Parent as of January 13, 2020: his or her name, citizenship, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted. Unless otherwise indicated, (i) the current business address of each person is 555 West 18th Street, New York, NY 10011, and (ii) the principal employer of each such individual is IAC/InterActiveCorp, the business address of which is 555 West 18th Street, New York, NY 10011.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Barry Diller United States Chairman	77	Barry Diller, age 77, has been a director and Chairman and Senior Executive of Parent since December 2010. Mr. Diller previously served as a director and Chairman and Chief Executive Officer of Parent (and its predecessors) from August 1995 to November 2010. Mr. Diller also serves as Chairman and Senior Executive of Expedia Group, Inc., which position he has held since August 2005. Prior to joining the Company, Mr. Diller was Chairman of the Board and Chief Executive Officer of QVC, Inc. from December 1992 through December 1994. From 1984 to 1992, Mr. Diller served as Chairman of the Board and Chief Executive Officer of Fox, Inc. Prior to joining Fox, Inc., Mr. Diller served for ten years as Chairman of the Board and Chief Executive Officer of Paramount Pictures Corporation. Mr. Diller served as Chairman (in a non-executive capacity) of the board of directors of Live Nation Entertainment, Inc. (and its predecessor companies, Ticketmaster Entertainment and Ticketmaster) ("Live Nation")) from August 2008 to October 2010, and continued to serve as a member of the board of directors of Live Nation through January 2011. Mr. Diller also served as Chairman and Senior Executive of TripAdvisor, Inc., an online travel company ("TripAdvisor"), from December 2011 to December 2012, served as a member of the board of directors of TripAdvisor from December 2011 through April 2013 and served as a special advisor to the Chief Executive Officer of TripAdvisor from April 2013 to March 2017. Mr. Diller is also currently a member of the board of directors of The Coca-Cola Company and served as a member of the board of directors of Graham Holdings Company (formerly The Washington Post Company) during the past five years. In addition to his for-profit affiliations, Mr. Diller is a member of The Business Council and serves on the Dean's Council of The New York University Tisch School of the Arts, the Board of Councilors for the School of Cinema-Television at the University of Southern California and the Advisory Board of the Peter G. Peterson Foundation, among other not-for-profit affiliations.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Joseph Levin United States Director and Chief Executive Officer	40	Joseph Levin, age 40, has been a director and Chief Executive Officer of Parent since June 2015. Prior to his appointment as Chief Executive Officer of Parent, Mr. Levin served as Chief Executive Officer of IAC Search & Applications, overseeing the desktop software, mobile applications and media properties that comprised Parent's former Search & Applications segment, from January 2012. From November 2009 to January 2012, Mr. Levin served as Chief Executive Officer of Mindspark Interactive Network, a Parent subsidiary, and previously served in various capacities at Parent in strategic planning, mergers and acquisitions and finance since joining Parent in 2003. Mr. Levin has served on the boards of directors of Match Group, Inc. and ANGI Homeservices Inc. since October 2015 and September 2017, respectively, and currently serves as Chairman of the boards of Match Group, Inc. and ANGI Homeservices Inc. Mr. Levin previously served on the boards of directors of LendingTree, Inc. from August 2008 through November 2014 and Groupon, Inc. from March 2017 through July 2019. In addition to his for-profit affiliations, Mr. Levin serves on the Undergraduate Executive Board of Wharton School.
Victor A. Kaufman United States Vice Chairman	76	Victor A. Kaufman, age 76, has been a director of Parent (and its predecessors) since December 1996 and has been Vice Chairman of Parent (and its predecessors) since October 1999. Mr. Kaufman also served as Vice Chairman of Expedia Group, Inc. from August 2005 to June 2018 and continues to serves as a member of its board of directors. Previously, Mr. Kaufman served in the Company's Office of the Chairman from January 1997 to November 1997 and as the Company's Chief Financial Officer from November 1997 to October 1999. Prior to joining the Company, Mr. Kaufman served as Chairman and Chief Executive Officer of Savoy Pictures Entertainment, Inc. from March 1992 and as a director of Savoy from February 1992. Mr. Kaufman was the founding Chairman and Chief Executive Officer of Tri-Star Pictures, Inc. and served in such capacities from 1983 until December 1987, at which time he became President and Chief Executive Officer of Tri-Star's successor company, Columbia Pictures Entertainment, Inc. He resigned from these positions at the end of 1989 following the acquisition of Columbia by Sony USA, Inc. Mr. Kaufman joined Columbia in 1974 and served in a variety of senior positions at Columbia and its affiliates prior to the founding of Tri-Star. Mr. Kaufman also served as Vice Chairman of the board of directors of Live Nation from August 2008 through January 2010, and continued to serve as a member of the board of directors of Live Nation from January 2010 through December 2010. In addition, Mr. Kaufman served as a member of the board of directors of TripAdvisor from December 2011 to February 2013.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Chelsea Clinton United States Director	39	Chelsea Clinton, age 39, has been a director of Parent since September 2011. Since March 2013, Ms. Clinton has served as Vice Chair of the Clinton Foundation, where her work emphasizes improving global and domestic health, creating service opportunities and empowering the next generation of leaders. Ms. Clinton also currently teaches at Columbia University's Mailman School of Public Health. Ms. Clinton has served as a member of the board of directors of the Clinton Health Access Initiative since September 2011 and previously served as a member of the board of directors of the Clinton Foundation from September 2011 to February 2013. From March 2010 through May 2013, Ms. Clinton served as an Assistant Vice Provost at New York University, where she focused on interfaith initiatives and the university's global expansion program. From November 2011 to August 2014, Ms. Clinton also worked as a special correspondent for NBC News. Prior to these efforts, Ms. Clinton worked as an associate at McKinsey & Company, a consulting firm, from August 2003 to October 2006, and as an associate at Avenue Capital Group, an investment firm, from October 2006 to November 2009. Ms. Clinton has served as a member of the boards of directors of Expedia Group, Inc. (formerly Expedia, Inc.) since March 2017 and Nurx, a telemedicine start-up company, since June 2018. In addition to her for-profit affiliations, Ms. Clinton currently serves on the boards of directors of The School of American Ballet, the Africa Center, the Weill Cornell Medical College, Clover Health and Columbia University's Mailman School of Public Health, and as Co-Chair of the Advisory Board of the Of Many Institute at New York University.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Michael D. Eisner United States Director	77	Michael D. Eisner, age 77, has been a director of Parent since March 2011. Mr. Eisner has served as Chairman of The Tornante Company, LLC, a privately held company that invests in, acquires, incubates and operates media and entertainment companies ("Tornante"), since 2005. Mr. Eisner currently serves as Chairman of the board of directors of the Portsmouth Community Football Club Limited, a League One English football club, which Tornante acquired in August 2017. Mr. Eisner also previously served as Chairman of two Tornante portfolio companies, The Topps Company, a leading creator and marketer of sports cards, distinctive confectionery and other entertainment products (from October 2007 to April 2013), and Vuguru, a studio focusing on the production of groundbreaking programming for the internet and other digital platforms (from October 2009 to December 2014, when Tornante acquired that portion of Vuguru that it did not already own). Prior to founding Tornante, Mr. Eisner served as Chairman and Chief Executive Officer of The Walt Disney Company from 1984. In addition to his for-profit affiliations, Mr. Eisner serves on the boards of directors of Denison University, The Aspen Institute, the Yale School of Architecture Dean's Council and The Eisner Foundation.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Bonnie S. Hammer United States Director	69	Bonnie S. Hammer, age 69, has been a director of Parent since September 2014. Since 2019, Ms. Hammer has served as Chairman, NBCUniversal Content Studios. In this role, she helms NBCUniversal's award-winning powerhouse television studios—Universal Television, Universal Content Productions (UCP) and NBCUniversal International Studios. Previously, Ms. Hammer was Chairman, Direct-to-Consumer and Digital Enterprises for NBCUniversal, in which capacity she led the development and execution of NBCUniversal's upcoming OTT service. Prior to this role, Ms. Hammer served as Chairman of NBCUniversal Cable Entertainment from February 2013 to January 2019. In this capacity, Ms. Hammer had executive oversight over a number of leading cable brands (the USA, Syfy, E! Entertainment, Bravo, Oxygen and Universal Kids networks), as well as Universal Cable Productions, which creates original scripted content for cable, broadcast and streaming platforms, and Wilshire Studios, which produces original reality programming. Prior to her tenure as Chairman of NBCUniversal Cable Entertainment, Ms. Hammer served as Chairman of NBCUniversal Cable Entertainment and Cable Studios from November 2010. In this capacity, Ms. Hammer had executive oversight over certain leading cable brands (the USA, Syfy, E! Entertainment, Chiller, Cloo and Universal HD networks), as well as Universal Cable Productions and Wilshire Studios. The networks led by Ms. Hammer are industry frontrunners, consistently generating innovative consumer social and digital experiences reflective of their brands. Prior to joining NBCUniversal in May 2004, Ms. Hammer served as President of Syfy from 2001 to 2004 and held other senior executive positions at Syfy and USA Network from 1989 to 2000. Before that time, she was an original programming executive at Lifetime Television Network from 1987 to 1989. Ms. Hammer has served as a member of the board of directors of eBay, Inc. since January 2015. In addition to her for-profit affiliations, Ms. Hammer currently sits on the Board of Governors for the Motion Picture & Television Fund (MPTF) Foundation and serves on the strategic planning committee for Boston University's College of Communication, her alma mater, and from which Ms. Hammer received an honorary doctorate degree in 2017.
Bryan Lourd United States Director	59	Bryan Lourd, age 59, has been a director of Parent since April 2005. Mr. Lourd has served as a partner and Managing Director of Creative Artists Agency ("CAA") since October 1995. CAA is among the world's leading entertainment agencies and is based in Los Angeles, California, with offices in Nashville, New York, London and Beijing, among other locations. He is a graduate of the University of Southern California.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
David Rosenblatt United States Director	51	David Rosenblatt, age 51, has been a director of Parent since December 2008. Mr. Rosenblatt currently serves as the Chief Executive Officer of 1stdibs.com, Inc., an online marketplace for design, including furniture, art, jewelry and fashion. Mr. Rosenblatt previously served as President, Global Display Advertising, of Google, Inc. from October 2008 through May 2009. Mr. Rosenblatt joined Google in March 2008 in connection with Google's acquisition of DoubleClick, Inc., a provider of digital marketing technology and services. Mr. Rosenblatt joined DoubleClick in 1997 as part of its initial management team and held several executive positions during his tenure, including Chief Executive Officer of DoubleClick from July 2005 through March 2008 and President of DoubleClick from 2000 through July 2005. Mr. Rosenblatt has also served as a member of the boards of directors of Twitter since January 2011 and Farfetch UK Limited, the world's largest digital marketplace for luxury fashion, since July 2017.
Alan G. Spoon United States Director	68	Alan G. Spoon, age 68, has been a director of Parent (and its predecessors) since February 2003. Mr. Spoon served as General Partner and Partner Emeritus of Polaris Partners from 2011 to 2018. He previously served as Managing General Partner of Polaris Partners from 2000 to 2010. Polaris Partners is a private investment firm that provides venture capital and management assistance to development stage information technology and life sciences companies. Mr. Spoon was Chief Operating Officer and a director of The Washington Post Company (now known as Graham Holdings Company) from March 1991 through May 2000 and served as President from September 1993 through May 2000. Prior to his service in these roles, he held a wide variety of positions at The Washington Post Company, including President of Newsweek from September 1989 to May 1991. Mr. Spoon has served as a member of the board of directors of Danaher Corporation since July 1999, CableOne since July 2015 and Match Group, Inc. since November 2015 and as Chairman of the board of directors of Fortive Corporation since July 2016. In his not-for-profit affiliations, Mr. Spoon was a member of the Board of Regents at the Smithsonian Institution (formerly Vice Chairman) and is now a member of the MIT Corporation (and its Executive Committee). He also serves as a member of the board of directors of edX, a not-for-profit online education platform sponsored by Harvard and the MIT Corporation.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Alexander von Furstenberg United States Director	49	Alexander von Furstenberg, age 49, has been a director of Parent since December 2008. Mr. von Furstenberg currently serves as Chief Investment Officer of Ranger Global Advisors, LLC, a family office focused on value-based investing ("Ranger"), which he founded in June 2011. Prior to founding Ranger, Mr. von Furstenberg founded Arrow Capital Management, LLC, a private investment firm focused on global public equities, where he served as Co-Managing Member and Chief Investment Officer from 2003 to 2011. Mr. von Furstenberg has served as member of the board of directors of Expedia Group, Inc. since December 2015, Liberty Expedia Holdings, Inc. since November 2016 and La Scogliera, an Italian financial holding company and bank, since December 2016. Since 2001, he has acted as Chief Investment Officer of Arrow Finance, LLC (formerly known as Arrow Investments, Inc.), the private investment office that serves his family. Mr. von Furstenberg also serves as a partner and Co-Chairman of Diane von Furstenberg Studio, LLC. In addition to his for-profit affiliations, Mr. Von Furstenberg serves as a director of The Diller-von Furstenberg Family Foundation and as a member of the board of directors of Friends of the High Line.
Richard F. Zannino United States Director	61	Richard F. Zannino, age 61, has been a director of Parent since June 2009. Since July 2009, Mr. Zannino has been a Managing Director at CCMP Capital Advisors, LLC, a private equity firm, where he also serves as a member of the firm's Investment Committee and as co-head of the firm's consumer sector. Mr. Zannino has served as a member of the boards of directors of The Estée Lauder Companies, Inc. since January 2010 and Ollie's Bargain Outlet since July 2015 and served as a member of the boards of directors of Francesca's Collections and Jamieson Wellness during the past five years. Mr. Zannino previously served as Chief Executive Officer and a member of the board of directors of Dow Jones & Company from February 2006 to December 2007, when Mr. Zannino resigned from these positions upon the acquisition of Dow Jones by News Corp. Prior to this time, Mr. Zannino served as Chief Operating Officer of Dow Jones from July 2002 to February 2006 and as Executive Vice President and Chief Financial Officer of Dow Jones from February 2001 to June 2002. Prior to his tenure at Dow Jones, Mr. Zannino served in a number of executive capacities at Liz Claiborne from 1998 to January 2001, and prior to that time served as Executive Vice President and Chief Financial Officer of General Signal and in a number of executive capacities at Saks Fifth Avenue. In addition to his for-profit affiliations, Mr. Zannino currently serves as Vice Chairman of the Board of Trustees of Pace University.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Glenn H. Schiffman United States Executive Vice President and Chief Financial Officer	50	Glenn Schiffman, age 50, is Executive Vice President and Chief Financial Officer of Parent. In this role, Mr. Schiffman oversees corporate finance, accounting, M&A, investor relations, and administration functions. Prior to his appointment at Parent, Mr. Schiffman served as Senior Managing Director at Guggenheim Securities. Previously, he was a Partner at The Raine Group, a merchant bank focused on advising and investing in the technology, media, and telecommunications industries. Other past leadership roles include Co-Head of Global Media at Lehman Brothers, Head of Investment Banking Asia-Pacific at Lehman Brothers, and subsequently Nomura, as well as Head of Investment Banking, Americas for Nomura following Nomura's acquisition of Lehman's Asia business. Mr. Schiffman serves on the Board of Directors of Match Group and ANGI Homeservices Inc. He previously served as Chief Financial Officer of ANGI Homeservices Inc. from September 2017 until March 2019. He is a member of the National Committee on United States-China Relations, and serves as a member of the Board of Visitors for the Duke University School of Medicine. He is Founder and Chairman of the Valerie Fund Endowment and a member of the Valerie Fund's Board of Advisors. Mr. Schiffman has a degree in economics and history from Duke University. He was named Institutional Investor's CFO of the Year for the Midcap Internet Sector in 2018.
Gregg Winiarski United States Vice President, General Counsel and Secretary	49	Gregg Winiarski, age 49, has served as Executive Vice President, General Counsel and Secretary of Parent since February 2014 and previously served as Senior Vice President, General Counsel and Secretary of Parent from February 2009 to February 2014. Mr. Winiarski previously served as Associate General Counsel of Parent from February 2005, during which time he had primary responsibility for all legal aspects of Parent's mergers and acquisitions and other transactional work. Prior to joining Parent in February 2005, Mr. Winiarski was an associate with Skadden, Arps, Slate, Meagher & Flom LLP, a global law firm, from 1997 to February 2005. Prior to joining Skadden, Mr. Winiarski was a certified public accountant with Ernst & Young in New York. Mr. Winiarski has served on the boards of directors of Match Group, Inc. and ANGI Homeservices Inc. since October 2015 and June 2017, respectively.

Name, Country of Citizenship, Position	Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information
Mark Stein United States Executive Vice President and Chief Strategy Officer	52	Mark Stein, age 52, has served as Executive Vice President and Chief Strategy Officer of Parent since January 2016 and prior to that time, served as Senior Vice President and Chief Strategy Officer of Parent from September 2015. Mr. Stein previously served as both Senior Vice President of Corporate Development at Parent (from January 2008) and Chief Strategy Officer of Parent Search & Applications, the desktop software, mobile applications and media properties that comprised Parent's former Search & Applications segment (from November 2012). Prior to his service in these roles, Mr. Stein served in several other capacities for Parent and its businesses, including as Chief Strategy Officer of Mindspark Interactive Network from 2009 to 2012, and prior to that time as Executive Vice President of Corporate and Business Development of IAC Search & Media. Mr. Stein has served on the boards of directors of Match Group, Inc. and ANGI Homeservices Inc. since November 2015 and September 2017, respectively.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit (a)(1)(B)

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

Letter of Transmittal to Tender Shares of Common Stock and Preferred Stock

of

Care.com, Inc.

at $15.00 Per Share of Common Stock, Net in Cash and the Preferred Share Offer Price Described Below For Each Share of Series A Convertible Preferred Stock, Net in Cash Pursuant to the Offer to Purchase, dated January 13, 2020, by

BUZZ MERGER SUB INC.,
a wholly-owned subsidiary of

IAC/INTERACTIVECORP

The undersigned represents that I (we) have full authority to tender without restriction the certificate(s) listed below. You are hereby authorized and instructed to deliver to the address indicated below (unless otherwise instructed in the boxes in the following page) a check representing (i) a cash payment for shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), tendered pursuant to this Letter of Transmittal, at a price per Common Share of $15.00 (the "Common Share Offer Price") and/or (ii) a cash payment for shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, tendered pursuant to this Letter of Transmittal, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the expiration date for the Offer (as defined below), pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated January 13, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase") and in this Letter of Transmittal (together with any amendments or supplements hereto, the "Letter of Transmittal").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON FEBRUARY 10, 2020, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE").

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2.*

Mail or deliver this Letter of Transmittal, together with the certificate(s) representing your shares, to:

Computershare

If delivering by express mail, courier or other expedited service:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
150 Royall Street
Suite V
Canton, MA 02021

By mail:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
P.O. Box 43011
Providence, RI 02940

Scan COY IACI Corp Actions Voluntary

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL WHERE INDICATED BELOW AND, IF YOU ARE A U.S. HOLDER, COMPLETE THE INTERNAL REVENUE SERVICE ("IRS") FORM W-9 ENCLOSED WITH THIS LETTER OF TRANSMITTAL. IF YOU ARE A NON-U.S.-HOLDER, YOU MUST OBTAIN AND COMPLETE AN IRS FORM W-8BEN OR W-8BEN-E OR OTHER IRS FORM W-8, AS APPLICABLE.

Pursuant to the offer of Buzz Merger Sub Inc. ("Purchaser") to purchase all outstanding Shares of Care.com, the undersigned encloses herewith and tenders the following certificate(s) representing Shares of Care.com:

DESCRIPTION OF SHARES TENDERED				
Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	Shares Tendered (attached additional list if necessary)			
	Certificated Shares**			
	Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Number of Shares Tendered**	Book-Entry Shares Tendered
	Total Shares			
	* Need not be completed by book-entry stockholders. ** Unless otherwise indicated, it will be assumed that all shares represented by certificates described above are being tendered hereby.			

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, GEORGESON LLC, AT (888) 660-8331.

You have received this Letter of Transmittal in connection with the offer of Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), to purchase (the "Offer") (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), at a price per Common Share of $15.00 (the "Common Share Offer Price") and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the Expiration Date, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated January 13, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase") and in this Letter of Transmittal (together with any amendments or supplements hereto, the "Letter of Transmittal").

You should use this Letter of Transmittal to deliver to Computershare Trust Company, N.A., the depositary and paying agent for the Offer (the "Depositary"), Shares represented by stock certificates, or held in book-entry form on the books of Care.com, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company ("DTC"), you must use an Agent's Message (as defined in Instruction 2 below). In this Letter of Transmittal, stockholders who deliver certificates representing their Shares are referred to as "Certificate Stockholders," and stockholders who deliver their Shares through book-entry transfer are referred to as "Book-Entry Stockholders."

If certificates for your Shares are not immediately available and cannot be delivered to the Depositary prior to the Expiration Date, or you cannot complete the procedure for book-entry transfer prior to the Expiration Date or you cannot deliver all required documents to the Depositary prior to the Expiration Date, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Shares tendered by the Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition (as defined in the Offer to Purchase) unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary prior to the Expiration Date. See Instruction 2 below. **Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary.**

Additional Information if Certificates Have Been Lost, Destroyed or Stolen, Are Being Delivered By Book-Entry Transfer or Are Being Delivered Pursuant to a Previous Notice of Guaranteed Delivery

If any certificate(s) for Shares you are tendering with this Letter of Transmittal has been lost, stolen, destroyed or mutilated, then you should contact American Stock Transfer & Trust Company, LLC, Care.com's transfer agent (the "Transfer Agent"), at (800) 937-5449 or (718) 921-8124, regarding the requirements for replacement. You may be required to execute and deliver a customary

indemnity agreement to provide indemnity against the risk that the certificate(s) for Shares may be subsequently recirculated. **You are urged to contact the Transfer Agent immediately in order to receive further instructions for a determination of whether you will need to post a bond and to permit timely processing of this documentation. See Instruction 10.**

o **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

o **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):**

Name(s) of Registered Owner(s): _____

Window Ticket Number (if any) or DTC Participant Number: _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), (i) the above-described shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), at a price per Common Share of $15.00 (the "Common Share Offer Price") and/or (ii) the above-described shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the Expiration Date, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal (together with any amendments or supplements hereto, this "Letter of Transmittal"). The undersigned understands that Purchaser reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, the right to purchase the Shares tendered herewith.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Date and in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and any Shares or other rights or securities issued or issuable in respect of such Shares on or after the date hereof (excluding Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations) (collectively, "Distributions"). In addition, the undersigned hereby irrevocably appoints each of the designees of Purchaser the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxies and power of attorney being deemed to be an irrevocable power coupled with an interest in the tendered shares) to the full extent of such stockholder's rights with respect to such Shares and any Distributions (a) to deliver certificates representing Shares (the "Share Certificates") and any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by The Depository Trust Company ("DTC"), together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) to present such Shares and any Distributions for transfer on the books of Care.com and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

By executing this Letter of Transmittal (or taking action resulting in the delivery of an Agent's Message), the undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such stockholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of Care.com's stockholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to

the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of stockholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by Computershare Trust Company, N.A., the depositary and paying agent for the Offer (the "Depositary") or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Share Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE UNDERSIGNED. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the acceptance for payment by Purchaser of Shares tendered pursuant to one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under "Description of Shares Tendered." In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or issue any Share Certificates representing Shares not tendered or accepted for payment (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the person or persons so indicated. Unless otherwise indicated herein in the box titled "Special Payment Instructions," please credit any Shares tendered hereby or by an Agent's Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price in consideration of Shares accepted for payment are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for payment are to be returned by credit to an account maintained at DTC other than that designated above.

Issue: o Check and/or o Share Certificates to:

Name: _____

(Please Print)

Address: _____

_____

_____

(Include Zip Code)

_____

(Tax Identification or Social Security Number)

_____

(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of Shares Tendered" above.

Deliver: o Check(s) and/or o Share Certificates to:

Name: _____

(Please Print)

Address: _____

_____

_____

(Include Zip Code)

IMPORTANT—SIGN HERE
(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)
(Non-U.S. Holders Please Obtain and Complete IRS Form W-8BEN or W-8BEN-E or Other Applicable IRS Form W-8)

_____

(Signature(s) of Stockholder(s))

Dated: _____, 2020

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

_____

(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or
Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

_____

(Include Zip Code)

Authorized Signature: _____

Name: _____

_____

(Please Type or Print)

Area Code and Telephone Number: _____

Dated: _____, 2020

_____

Place medallion guarantee in space below:

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures.** Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. **Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations.** This Letter of Transmittal is to be completed by stockholders if Share Certificates are to be forwarded herewith. Share Certificates representing all physically tendered Shares, or confirmation of any book-entry transfer into the Depositary's account at DTC of Shares tendered by book-entry transfer ("Book-Entry Confirmation"), as well as this Letter of Transmittal, properly completed and duly executed with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal in the case of a book-entry transfer, and any other required documents, must, in any case, be transmitted to and received by the Depositary at one of its addresses set forth herein prior to the Expiration Date. Please do not send your Share Certificates directly to Purchaser, Parent or Care.com.

Stockholders whose Share Certificates are not immediately available and cannot be delivered to the Depositary prior to the Expiration Date, or who cannot complete the procedure for book-entry transfer prior to the Expiration Date or who cannot deliver all required documents to the Depositary prior to the Expiration Date, may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depositary prior to the Expiration Date and (c) the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all such Shares), together with this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of this Letter of Transmittal), and any other required documents, are received by the Depositary within two trading days after the date of execution of such Notice of Guaranteed Delivery. For purposes of the foregoing, a trading day is any day on which the NYSE is open for business. The Notice of Guaranteed Delivery may be delivered or transmitted by overnight courier, mail or email to the Depositary. Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition (as defined in the Offer to Purchase), unless and until such Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary prior to the Expiration Date.

If certificates representing Shares are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates.

The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms

of this Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term "Agent's Message" also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depositary's office.

THE METHOD OF DELIVERY OF SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal, waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares hereunder, including questions as to the proper completion or execution of any Letter of Transmittal, Notice of Guaranteed Delivery or other required documents and as to the proper form for transfer of any certificate of Shares, will be determined by Purchaser in Purchaser's sole and absolute discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by Purchaser not to be in proper form or the acceptance for payment of or payment for which may, in Purchaser's opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of Parent, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notifications.

3. **Inadequate Space.** If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. **Partial Tenders** (**Applicable to Certificate Stockholders Only**). If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled "Number of Shares Tendered" in the box titled "Description of Shares Tendered." In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. **Signatures on Letter of Transmittal; Stock Powers and Endorsements.** If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered owner(s) or holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. **Transfer Taxes.** Purchaser or any successor entity thereto will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal withholding taxes). If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered owner(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. **Special Payment and Delivery Instructions.** If a check for the purchase price is to be issued, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders delivering Shares tendered hereby or by Agent's Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at DTC as such stockholder may designate in the box titled "Special Payment Instructions" herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. **Requests for Assistance or Additional Copies.** Questions or requests for assistance may be directed to the Information Agent at its address and telephone number set forth on the back cover or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from the Information Agent as set forth on the back cover, and will be furnished at Purchaser's expense.

9. **Backup Withholding.** Under U.S. federal income tax laws, the Depositary will be required to withhold a portion of the amount of any payments made to certain stockholders pursuant to the Offer or the Merger (as defined in the Offer to Purchase), as applicable. To avoid such backup withholding, each tendering stockholder or payee that is a United States person (for U.S. federal income tax purposes), must provide the Depositary with such stockholder's or payee's correct taxpayer identification number ("TIN") and certify that such stockholder or payee is not subject to such backup withholding by completing the attached IRS Form W-9. Certain stockholders or payees (including, among others, corporations, non-resident foreign individuals and foreign entities) are not subject to these backup withholding and reporting requirements, but such stockholders or payees should certify their exemption by completing the applicable IRS Form W-9 or W-8. A tendering stockholder who is a foreign individual or a foreign entity should complete, sign, and submit to the Depositary the appropriate IRS Form W-8. An IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8 may be obtained from the Depositary or downloaded from the IRS's website at the following address: *http://www.irs.gov.* Failure to complete the IRS Form W-9 or applicable IRS Form W-8 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold a portion of the amount of any payments made of the Common Share Offer Price or the Preferred Share Offer Price pursuant to the Offer or the Merger, as applicable.

If backup withholding applies, the Depositary is required to withhold a portion of any payments of the purchase price made to the stockholder. Backup withholding is not an additional tax. Rather, the 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 from the IRS provided that the required information is furnished to the IRS.

Please consult your accountant or tax advisor for further guidance regarding the completion of the appropriate IRS Form W-9 or IRS Form W-8, as applicable, to claim exemption from backup withholding or contact the Depositary.

NOTE: FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 OR AN APPLICABLE IRS FORM W-8 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE "IMPORTANT TAX INFORMATION" SECTION BELOW.

10. **Lost, Destroyed, Mutilated or Stolen Share Certificates.** If any Share Certificate has been lost, destroyed, mutilated or stolen, the stockholder should promptly notify the Transfer Agent, at (800) 937-5449 or (718) 921-8124. The stockholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

11. **Waiver of Conditions.** The conditions of the Offer may be waived by the Parent or Purchaser in whole or in part at any time or from time to time prior to the Expiration Date (except that the Minimum Tender Condition as defined in the Offer to Purchase may not be waived), in each case, subject to the terms of the Merger Agreement (as defined in the Offer to Purchase) and applicable rules and regulations of the Securities and Exchange Commission.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR AN AGENT'S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S) OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under current U.S. federal income tax law, a stockholder who tenders Care.com stock certificates that are accepted for exchange may be subject to backup withholding. In order to avoid such backup withholding, a stockholder who is a United States person (as defined for United States federal income tax purposes) must provide the Depositary with such stockholder's correct taxpayer identification number and certify that such stockholder is not subject to such backup withholding by completing the IRS Form W-9 provided herewith. In general, if a stockholder is an individual, the taxpayer identification number is the Social Security number of such individual. If the Depositary is not provided with the correct taxpayer identification number, the stockholder may be subject to a penalty imposed by the IRS. For further information concerning backup withholding and instructions for completing the IRS Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the IRS Form W-9 if the Care.com stock certificates are held in more than one name), consult the enclosed IRS Form W-9 and the instructions thereto.

Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. An exempt recipient that is a United States person should certify its exemption by providing an IRS Form W-9. In order to satisfy the Depositary that a foreign stockholder qualifies as an exempt recipient, such stockholder must submit a statement, signed under penalties of perjury, attesting to that stockholder's exempt status, on a properly completed applicable IRS Form W-8. Such forms can be obtained from the Depositary or downloaded from the IRS's website at the following address: *http://www.irs.gov*.

Failure to complete the IRS Form W-9 or applicable IRS Form W-8 will not, by itself, cause the Care.com stock certificates to be deemed invalidly tendered, but may require the Depositary to withhold a portion of the amount of any payments made pursuant to the Offer or the Merger, as applicable. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the IRS.

NOTE: FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 (OR AN APPLICABLE IRS FORM W-8) MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER OR THE MERGER, AS APPLICABLE. PLEASE REVIEW THE ENCLOSED IRS FORM W-9 AND THE INSTRUCTIONS THERETO FOR ADDITIONAL DETAILS.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

> **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

o Individual/sole proprietor or single-member LLC o C Corporation o S Corporation o Partnership o Trust/estate

o Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

o Other (see instructions) >

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** > **Date** >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later*.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2 – The United States or any of its agencies or instrumentalities

3 – A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities

5 – A corporation

6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7 – A futures commission merchant registered with the Commodity Futures Trading Commission

8 – A real estate investment trust

9 – An entity registered at all times during the tax year under the Investment Company Act of 1940

10 – A common trust fund operated by a bank under section 584(a)

11 – A financial institution

12 – A middleman known in the investment community as a nominee or custodian

13 – A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B – The United States or any of its agencies or instrumentalities

C – A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E – A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G – A real estate investment trust

H – A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I – A common trust fund as defined in section 584(a)

J – A bank as defined in section 581

K – A broker

L – A trust exempt from tax under section 664 or described in section 4947(a)(1)

M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

* **Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Depositary for the Offer to Purchase is:

If delivering by express mail, courier or other expedited service:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
150 Royall Street
Suite V
Canton, MA 02021

By mail:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
P.O. Box 43011
Providence, RI 02940

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of the Offer to Purchase and this Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Stockholders, Banks and Brokers Call Toll Free: (888) 660-8331

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Exhibit (a)(1)(C)

Notice of Guaranteed Delivery
To Tender Shares of Common Stock and Preferred Stock

of

Care.com, Inc.

at

$15.00 Per Share of Common Stock, Net in Cash and the Preferred Share Offer Price for Each Share of Series A Convertible Preferred Stock, Net in Cash
Pursuant to the Offer to Purchase

Dated January 13, 2020

by

Buzz Merger Sub Inc.

a wholly-owned subsidiary of

IAC/InterActiveCorp

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON FEBRUARY 10, 2020, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE").

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if (i) certificates representing shares of common stock, par value $0.001 per share (the "Common Shares"), and/or certificates representing shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), are not immediately available and cannot be delivered to Computershare Trust Company, N.A. (the "Depositary") prior to the Expiration Date, (ii) the procedure for book-entry transfer cannot be completed prior to the Expiration Date or (iii) time will not permit all required documents to be delivered to the Depositary prior to the Expiration Date. This Notice of Guaranteed Delivery may be delivered or transmitted by overnight courier, mail or email to the Depositary and must include a guarantee by an Eligible Institution (as defined in Section 3 of the Offer to Purchase, as defined below) in the form set forth herein. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

Computershare

If delivering by overnight courier:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
150 Royall Street
Suite V
Canton, MA 02021

If delivering by mail:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
P.O. Box 43011
Providence, RI 02940

By Email Transmission:

CANOTICEOFGUARANTEE@computershare.com

THE ABOVE EMAIL ADDRESS CAN ONLY BE USED FOR DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY. ANY TRANSMISSION OF OTHER MATERIALS WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED A VALID DELIVERY.

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA AN EMAIL ADDRESS OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this Notice of Guaranteed Delivery must communicate the guarantee to the Depositary and must deliver a properly completed and duly executed Letter of Transmittal (as defined below) or an Agent's Message (as defined in Section 3 of the Offer to Purchase) and certificates for Shares (or Book-Entry Confirmation, as defined in Section 3 of the Offer to Purchase) to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

All questions on the Offer should be directed to Georgeson LLC at the following number:
Stockholders, Banks and Brokers Call Toll Free: (888) 660-8331

Ladies and Gentlemen:

The undersigned hereby tenders to Buzz Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated January 13, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"), receipt of which is hereby acknowledged, the number of Shares of Care.com specified below, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Shares tendered by the Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition (as defined in the Offer to Purchase), unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary prior to the Expiration Date.

Number of Shares and Certificate No(s)
(if available) _____

_____

o Check here if Shares will be tendered by book-entry transfer.

Name of Tendering Institution: _____

DTC Account Number: _____

Date: _____

Name(s) of Record Holder(s):

_____

_____

(Please type or print)

Address(es): _____

_____

(Including Zip Code)

Area Code and Telephone Number: _____

(Daytime telephone number)

Signature(s):

_____

_____

Notice of Guaranteed Delivery

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution, hereby (i) represents that the tender of Shares effected hereby complies with Rule 14e-4 under the U.S. Securities Exchange Act of 1934, as amended, and (ii) within two (2) New York Stock Exchange ("NYSE") trading days of the date hereof, (A) guarantees delivery to the Depositary, at one of its addresses set forth above, of certificates representing the Shares tendered hereby, in proper form for transfer, together with a properly completed and duly executed Letter of Transmittal and any other documents required by the Letter of Transmittal or (B) guarantees a Book-Entry Confirmation of the Shares tendered hereby into the Depositary's account at The Depository Trust Company (pursuant to the procedures set forth in Section 3 of the Offer to Purchase), together with a properly completed and duly executed Letter of Transmittal, or an Agent's Message in lieu of such Letter of Transmittal, and any other documents required by the Letter of Transmittal. For purposes of the foregoing, a NYSE trading day is any day on which the NYSE is open for business.

Name of Firm: _____

Address(es): _____

_____
(Including Zip Code)

Area Code and Telephone Number: _____

Authorized Signature: _____

Name: _____
(Please type or print)

Title: _____

Date: _____

NOTE: DO NOT SEND CERTIFICATES REPRESENTING TENDERED SHARES WITH THIS NOTICE. CERTIFICATES REPRESENTING TENDERED SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

QuickLinks

The Depositary for the Offer is
GUARANTEE (Not to be used for signature guarantee)

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Exhibit (a)(1)(D)

Letter to Brokers and Dealers with Respect to
Offer to Purchase
All Outstanding Shares
of

Care.com, Inc.

at

$15.00 Per Share of Common Stock, Net in Cash
The Preferred Share Offer Price Described Below For Each Share of Series A Convertible
Preferred Stock, Net in Cash
Pursuant to the Offer to Purchase
Dated January 13, 2020

by

Buzz Merger Sub Inc.

a wholly-owned subsidiary of

IAC/InterActiveCorp

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON FEBRUARY 10, 2020, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE").

January 13, 2020

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), to act as Information Agent in connection with Purchaser's offer to purchase (the "Offer") (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), at a price per Common Share of $15.00 (the "Common Share Offer Price") and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the Expiration Date, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase, dated January 13, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee. At the effective time of the Merger (as defined below), each Share issued and outstanding immediately prior to such time (other than any (i) Shares held in the treasury of Care.com, (ii) Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Care.com, Parent or Purchaser, (iii) Shares irrevocably accepted for payment in the Offer and (iv) Shares held by Care.com stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be converted into the right to receive an amount in cash equal to the Offer Price.

THE BOARD OF DIRECTORS OF CARE.COM, AT A MEETING DULY CALLED AND HELD AND ACTING BY UNANIMOUS APPROVAL OF THE DIRECTORS PRESENT AT THE MEETING, RECOMMENDED THAT CARE.COM'S STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR COMMON SHARES AND PREFERRED SHARES, AS APPLICABLE, TO PURCHASER IN RESPONSE TO THE OFFER.

The Offer is not subject to any financing condition. The conditions to the Offer are described in Section 13 of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. the Offer to Purchase;

2. the Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;

3. a Notice of Guaranteed Delivery to be used to accept the Offer if certificates for Shares are not immediately available and cannot be delivered to Computershare Trust Company, N.A. (the "Depositary") prior to the Expiration Date, or who cannot complete the procedure for book-entry transfer prior to the Expiration Date or who cannot deliver all required documents to the Depositary prior to the Expiration Date, (the "Notice of Guaranteed Delivery"); and

4. a form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at one minute after 11:59 p.m., Eastern Time, on February 10, 2020, unless the Offer is extended or earlier terminated.

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 20, 2019 (together with any amendments or supplements thereto, the "Merger Agreement"), among Care.com, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Care.com, without a meeting of Care.com's stockholders in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL"), with Care.com continuing as the surviving corporation and a wholly-owned subsidiary of Parent (the "Merger").

After careful consideration, the Care.com board of directors, at a meeting duly called and held and acting by unanimous approval of the directors present at the meeting, adopted resolutions (i) determining that the transactions contemplated by the Merger Agreement (the "Transactions"), including the Offer and the Merger, are advisable, fair to and in the best interests of Care.com and its stockholders, (ii) approving, adopting and declaring advisable the Merger Agreement and the Transactions, including the Offer and the Merger, (iii) determining that the Merger shall be effected as soon as practicable following the Acceptance Time without a vote of Care.com's stockholders pursuant to Section 251(h) of the DGCL and (iv) recommending that Care.com's stockholders accept the Offer and tender their Common Shares and Preferred Shares, as applicable, to Purchaser in response to the Offer. In addition, concurrently with entering into the Merger Agreement, Parent and Purchaser entered in separate Support Agreements (as defined in the Offer to Purchase), with each of (i) Sheila Lirio Marcelo, the Founder, Chairwoman of the Care.com Board and Chief Executive Officer of Care.com, and The Sheila L. Marcelo 2012 Family Trust, (ii) CapitalG LP and (iii) Tenzing Global Management LLC and Tenzing Global Investors Fund I LP. The stockholders that are party to the Support Agreements have agreed to tender a total of 4,100,500 Common Shares and 46,350 Preferred Shares pursuant to such agreements.

Purchaser will pay for Shares tendered (and not validly withdrawn) pursuant to the Offer only after timely receipt by the Depositary of (i) certificates for (or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to) such Shares, (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal), and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary. If stockholders are unable to deliver any required document or instrument to the Depositary by the Expiration Date, they may gain some extra time by having a broker, a bank or other fiduciary that is an eligible guarantor institution guarantee that the missing items will be received by the Depositary by using the Notice of Guaranteed Delivery. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmation with respect to Shares are actually received by the Depositary. Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares. **Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary prior to the Expiration Date.**

Except as set forth in the Offer to Purchase, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or other person, other than to us, as the information agent and Computershare Trust Company, N.A., as the depositary and paying agent, for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will upon request be reimbursed by Parent and Purchaser for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the address and telephone numbers set forth below.

Very truly yours,

GEORGESON LLC

Nothing contained herein or in the enclosed documents shall render you or any person the agent of Parent, Purchaser, the Information Agent or the Depositary or any affiliate of any of them or authorize you or any other person to use any document or make any statement or representation on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

The Information Agent for the Offer is:

Georgeson LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Stockholders, Banks and Brokers Call Toll Free: (888) 660-8331

QuickLinks

The Information Agent for the Offer is

Exhibit (a)(1)(E)

Letter to Clients with Respect to
Offer to Purchase
All Outstanding Shares
of

Care.com, Inc.

at

$15.00 Per Share of Common Stock, Net in Cash
The Preferred Share Offer Price Described Below For Each Share of Series A Convertible
Preferred Stock, Net in Cash
Pursuant to the Offer to Purchase
Dated January 13, 2020

by

Buzz Merger Sub Inc.

a wholly-owned subsidiary of

IAC/InterActiveCorp

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON FEBRUARY 10, 2020, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE").

January 13, 2020

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated January 13, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"), in connection with the offer by Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), to purchase (the "Offer") (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), at a price per Common Share of $15.00 (the "Common Share Offer Price") and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the Expiration Date, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase and in the related Letter of Transmittal.

THE BOARD OF DIRECTORS OF CARE.COM, AT A MEETING DULY CALLED AND HELD AND ACTING BY UNANIMOUS APPROVAL OF THE DIRECTORS PRESENT AT THE MEETING, RECOMMENDED THAT CARE.COM'S STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR COMMON SHARES AND PREFERRED SHARES, AS APPLICABLE, TO PURCHASER IN RESPONSE TO THE OFFER.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of

Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The Common Share Offer Price is $15.00 per Common Share, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase and in the related Letter of Transmittal.

2. The Preferred Share Offer Price is (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the Expiration Date, pursuant to the terms of the Certificate of Designations, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase and in the related Letter of Transmittal.

3. The Offer is being made for all outstanding Shares.

4. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 20, 2019 (together with any amendments or supplements thereto, the "Merger Agreement"), among Care.com, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Care.com, without a meeting of Care.com's stockholders in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL"), with Care.com continuing as the surviving corporation and a wholly-owned subsidiary of Parent (the "Merger"). At the effective time of the Merger, each Share issued and outstanding immediately prior to such time (other than any (i) Shares held in the treasury of Care.com, (ii) Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Care.com, Parent or Purchaser, (iii) Shares irrevocably accepted for payment in the Offer and (iv) Shares held by Care.com stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be converted into the right to receive an amount in cash equal to the Offer Price.

After careful consideration, the Care.com board of directors, at a meeting duly called and held and acting by unanimous approval of the directors present at the meeting, adopted resolutions (i) determining that the transactions contemplated by the Merger Agreement (the "Transactions"), including the Offer and the Merger, are advisable, fair to and in the best interests of Care.com and its stockholders, (ii) approving, adopting and declaring advisable the Merger Agreement and the Transactions, including the Offer and the Merger, (iii) determining that the Merger shall be effected as soon as practicable following the Acceptance Time (as defined in the Offer to Purchase) without a vote of Care.com's stockholders pursuant to Section 251(h) of the DGCL and (iv) recommending that Care.com's stockholders accept the Offer and tender their Common Shares and Preferred Shares, as applicable, to Purchaser in response to the Offer. In addition, concurrently with entering into the Merger Agreement, Parent and Purchaser entered in separate Support Agreements (as defined in the Offer to Purchase), with each of (i) Sheila Lirio Marcelo, the Founder, Chairwoman of the Care.com Board and Chief Executive Officer of Care.com, and The Sheila L. Marcelo 2012 Family Trust, (ii) CapitalG LP and (iii) Tenzing Global Management LLC and Tenzing Global Investors Fund I LP. The stockholders that are party to the Support Agreements have agreed to tender a total of 4,100,500 Common Shares and 46,350 Preferred Shares pursuant to such agreements.

5. The Offer and withdrawal rights will expire at one minute after 11:59 p.m., Eastern Time, on February 10, 2020, unless the Offer is extended or earlier terminated.

6. The Offer is not subject to any financing condition. The Offer is subject to the conditions described in Section 13 of the Offer to Purchase.

7. If your Shares are registered in your name and you tender directly to Computershare Trust Company, N.A., the depositary for the Offer (the "Depositary"), you will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee you should check with such institution as to whether it charges any service fees or commissions.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Date.

The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM

With Respect to the Offer to Purchase
All Outstanding Shares

of

Care.com, Inc.

at

$15.00 Per Share of Common Stock, Net in Cash
The Preferred Share Offer Price Described Below For Each Share of Series A Convertible
Preferred Stock, Net in Cash
Pursuant to the Offer to Purchase
Dated January 13, 2020

by

Buzz Merger Sub Inc.

a wholly-owned subsidiary of

IAC/InterActiveCorp

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated January 13, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"), in connection with the offer by Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), to purchase (the "Offer") (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), at a price per Common Share of $15.00 (the "Common Share Offer Price") and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the Expiration Date, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase and in the related Letter of Transmittal.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on my behalf will be determined by Purchaser and such determination shall be final and binding.

ACCOUNT NUMBER: _____

NUMBER OF SHARES BEING TENDERED HEREBY: _____ **SHARES***

The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery prior to the Expiration Date (as defined in the Offer to Purchase).

Dated: _____ Signature(s): _____

_____

Capacity**: _____

_____

Please Print Name(s)

Address: _____

(Include Zip Code)

Area Code and Telephone No.: _____

Tax Identification or Social Security No.: _____

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

** Please provide if signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or other person acting in a fiduciary or representative capacity.

Exhibit (a)(1)(F)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely pursuant to the Offer to Purchase and the related Letter of Transmittal (each as defined below), and any amendments or supplements to such Offer to Purchase or Letter of Transmittal. Purchaser (as defined below) is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Notice of Offer to Purchase

All Outstanding Shares of Common Stock and Series A Convertible Preferred Stock

of

Care.com, Inc.

at

$15.00 Per Share of Common Stock, Net in Cash and the Preferred Share Offer Price Described Below For Each Share of Series A Convertible Preferred Stock, Net in Cash

by

Buzz Merger Sub Inc.

a wholly-owned subsidiary of

IAC/InterActiveCorp

Buzz Merger Sub Inc., a Delaware corporation ("Purchaser"), and a wholly-owned subsidiary of IAC/InterActiveCorp, a Delaware corporation ("Parent"), is offering to purchase (the "Offer") (i) all outstanding shares of common stock, par value $0.001 per share (the "Common Shares"), of Care.com, Inc., a Delaware corporation ("Care.com"), at a price per Common Share of $15.00 (the "Common Share Offer Price") and (ii) all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), of Care.com, at (x) 150% of the Liquidation Preference per share, as specified in the Certificate of Designations for the Preferred Shares (the "Certificate of Designations"), plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Shares, as specified in the Certificate of Designations, in the case of clauses (x) and (y), calculated as of and including the expiration date for the Offer, pursuant to the terms of the Certificate of Designations (such amount, the "Preferred Share Offer Price" and the Common Share Offer Price and Preferred Share Offer Price collectively, the "Offer Price"), in each case, net to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase, dated January 13, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase"), and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal").

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of December 20, 2019 (together with any amendments or supplements thereto, the "Merger Agreement"), among Care.com, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Care.com, without a meeting of Care.com's stockholders in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL"), with Care.com continuing as the surviving corporation and a wholly-owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger"). At the effective time of the Merger, each Share issued and outstanding immediately prior to such time (other than any (i) Shares held in the treasury of Care.com, (ii) Shares that at the commencement of the Offer were owned by Parent or Purchaser, or any direct or indirect wholly-owned subsidiaries of Care.com, Parent or Purchaser, (iii) Shares irrevocably accepted for payment in the Offer and (iv) Shares held by Care.com stockholders who properly demand and perfect appraisal rights under Delaware law, which will be cancelled and for which no payment will be delivered) will be converted into the right to receive an amount in cash equal to the Offer Price. As a result of the Merger, Care.com will cease to be a publicly-traded company and will become a wholly-owned subsidiary of Parent. Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares. The Merger shall become effective when the certificate of merger is filed with the Secretary of State of the State of Delaware or at such other subsequent date or time as Parent, Purchaser and Care.com may agree and specify in the certificate of merger in writing, in accordance with the DGCL. Accordingly, if the Offer is consummated, Purchaser will effect the closing of the Merger without a vote of the stockholders of Care.com in accordance with Section 251(h) of the DGCL. The Merger Agreement is more fully described in the Offer to Purchase.

Tendering stockholders who have Shares registered in their own names and who tender their Shares directly to Computershare Trust Company, N.A., the depositary and paying agent for the Offer (the "Depositary"), will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should check with such institution as to whether it charges any service fees or commissions.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON FEBRUARY 10, 2020 (THE "EXPIRATION DATE"), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED IN ACCORDANCE WITH THE TERMS OF THE MERGER AGREEMENT, IN WHICH EVENT THE TERM "EXPIRATION DATE" WILL MEAN THE DATE TO WHICH THE INITIAL EXPIRATION DATE OF THE OFFER IS SO EXTENDED.

The Offer is subject to, among others, the following conditions:

(i) the Minimum Tender Condition (as described below);

(ii) the Competition Laws Condition (as described below);

(iii) the Governmental Impediment Condition (as described below);

(iv) the Merger Agreement shall not have been terminated in accordance with its terms (the "Termination Condition"); and

(v) the accuracy of the representations and warranties contained in the Merger Agreement and compliance with the covenants and agreements contained in the Merger Agreement, subject in each case to customary materiality qualifications, as of the Expiration Date.

The Offer is not subject to a financing condition. The Minimum Tender Condition requires that there shall have been validly tendered in the Offer (in the aggregate) and not properly withdrawn prior to the Expiration Date that number of Common Shares and Preferred Shares that, together with the number of Common Shares and Preferred Shares (if any) then owned by Parent, equals at least a majority of the voting power represented by the Common Shares and the Preferred Shares (voting on an as converted basis in accordance with the Certificate of Designations) that are then issued and outstanding. The Competition Laws Condition requires the expiration or early termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the expiration of any waiting period and obtainment of any approvals under other applicable competition laws. Other applicable competition laws include the German and Austrian Competition Acts as described in the Offer to Purchase. The Governmental Impediment Condition requires that the consummation of the Offer or the Merger shall not then be restrained, enjoined or prohibited by any order (whether temporary, preliminary or permanent) of a court of competent jurisdiction or any other governmental entity and there shall not be in effect any law enacted or promulgated by any governmental entity that prevents the consummation of the Offer or the Merger. The Offer is also subject to other conditions as described in Section 13 of the Offer to Purchase.

After careful consideration, the Care.com board of directors, at a meeting duly called and held and acting by unanimous approval of the directors present at the meeting, adopted resolutions (i) determining that the transactions contemplated by the Merger Agreement (the "Transactions"), including the Offer and the Merger, are advisable, fair to and in the best interests of Care.com and its stockholders, (ii) approving, adopting and declaring advisable the Merger Agreement and the Transactions, including the Offer and the Merger, (iii) determining that the Merger shall be effected as soon as practicable following the time at which Purchaser accepts for payment all Shares validly tendered and not properly withdrawn pursuant to the Offer (the "Acceptance Time"), without a vote of Care.com's stockholders pursuant to Section 251(h) of the DGCL and (iv) recommending that Care.com's stockholders accept the Offer and tender their Common Shares and Preferred Shares, as applicable, to Purchaser in response to the Offer.

The Merger Agreement contains provisions to govern the circumstances under which Purchaser is required to extend the Offer. Specifically, the Merger Agreement provides that (i) if on any then scheduled Expiration Date, any of the conditions to the Offer (including the Minimum Tender Condition and the other conditions and requirements set forth in Section 13 of the Offer to Purchase) have not been satisfied or waived by Purchaser, Purchaser shall extend the Offer for successive periods of up to ten business days each (or longer if agreed by Purchaser and Care.com) in order to permit the satisfaction of such conditions; provided, however, that Purchaser shall not be required to extend the Offer beyond June 20, 2020 (the "Outside Date") and (ii) Purchaser shall extend the Offer for any period or periods required by applicable law or applicable rules, regulations, interpretations or positions of the United States Securities and Exchange Commission (the "SEC") or its staff. No subsequent offering period will be available following the expiration of the Offer (as it may be extended pursuant to the terms of the Merger Agreement). Parent and Care.com have the right to terminate the Merger Agreement in certain circumstances including, subject to certain exceptions, in the event the Offer (as it may have been extended) expires as a result of the non-satisfaction of any condition to the Offer set forth in Section 13 of the Offer to Purchase in a circumstance where Purchaser has no further obligation to extend the Offer.

The purpose of the Offer and the Merger is for Parent, through Purchaser, to acquire control of, and the entire equity interest in, Care.com. Unless otherwise agreed by the parties to the Merger Agreement, the parties are required to close the Merger on the same business day as the Acceptance Time, subject to the satisfaction or waiver of certain conditions. No appraisal rights are available to holders of Shares in connection with the Offer.

Parent and Purchaser expressly reserve the right to waive (to the extent permitted under applicable legal requirements) any condition to the Offer, to increase the amount of cash constituting the Offer Price, to make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement and to terminate the Offer if the conditions to the Offer are not satisfied and the Merger Agreement is terminated, except that Care.com's prior written approval is required for Parent or Purchaser to (i) decrease the Offer Price; (ii) change the form of consideration payable in the Offer; (iii) reduce the maximum number of Common Shares or Preferred Shares sought to be purchased in the Offer; (iv) amend, modify or waive the Minimum Tender Condition; (v) amend any of the other conditions to the Offer set forth in Section 13 of the Offer to Purchase in a manner adverse to the holders of Common Shares or Preferred Shares; (vi) impose conditions to the Offer that are in addition to the conditions to the Offer set forth in Section 13 of the Offer to Purchase; (vii) terminate, accelerate or otherwise modify or amend the Offer to accelerate the Expiration Date (except as provided in the Merger Agreement); or (viii) otherwise modify or amend any of the other terms of the Offer in a manner adverse in any material respect to the holders of Common Shares or Preferred Shares.

Any extension, waiver or amendment of the Offer or termination of the Offer will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m., Eastern Time, on the next business day after the Expiration Date in accordance with the public announcement requirements of Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1(d) under the Securities and Exchange Act of 1934, as amended (the "Exchange Act").

The acquisition of Care.com will be accounted for by Parent as a business combination in accordance with FASB Accounting Standards Codification Topic 805, *Business Combinations*.

For purposes of the Offer, if and when Purchaser gives oral or written notice to the Depositary of its acceptance for payment of such Shares pursuant to the Offer, then Purchaser has accepted for payment and thereby purchased Shares validly tendered and not validly withdrawn pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the aggregate Offer Price with the Depositary, which will act as agent for the tendering holders of Shares for purposes of receiving payments from Purchaser and transmitting such payments to the tendering holders of Shares. **Under no circumstances will interest be paid on the Common Share Offer Price or the Preferred Share Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

Notwithstanding any provision of the Merger Agreement, Purchaser will pay for Shares tendered (and not validly withdrawn) pursuant to the Offer only after timely receipt by the Depositary of (i) certificates for (or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to) such Shares, (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

A stockholder has withdrawal rights that are exercisable until the expiration of the Offer (*i.e.*, at any time prior to one minute after 11:59 p.m., Eastern Time, on February 10, 2020), or in the event the Offer is extended, on such date and time to which the Offer is extended. In addition, Shares may be withdrawn at any time after March 12, 2020, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer.

For a withdrawal of Shares to be effective, a written transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 of the Offer to Purchase, any notice of withdrawal must specify the name and number of the account at The Depository Trust Company to be credited with the withdrawn Shares. If certificates representing the Shares have been delivered or otherwise identified to the Depositary, the name of the registered owner and the serial numbers shown on such certificates must also be furnished to the Depositary prior to the physical release of such certificates.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in Purchaser's sole discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction. No withdrawal of Shares will be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Parent, Purchaser or any of their respective affiliates or assigns, the Depositary, Georgeson LLC (the "Information Agent"), or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by following one of the procedures for tendering Shares described in Section 3 of the Offer to Purchase at any time prior to the expiration of the Offer.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 under the Exchange Act, is contained in the Offer to Purchase and is incorporated herein by reference.

Care.com has agreed to provide Purchaser with its list of stockholders and security position listings for the purpose of communicating with and disseminating the Offer to record and beneficial holders of Shares. The Offer to Purchase and the related Letter of Transmittal will be mailed to record and beneficial holders of Shares whose names appear on Care.com's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction to U.S. Holders (as defined in the Offer to Purchase) for U.S. federal income tax purposes. Stockholders are urged to consult their tax advisors to determine the tax consequences to them of exchanging Shares for cash pursuant to the Offer or the Merger in light of their particular circumstances. For a more complete description of U.S. federal income tax consequences of the Offer and the Merger, see the Offer to Purchase.

The Offer to Purchase, the related Letter of Transmittal and Care.com's Solicitation/Recommendation Statement on Schedule 14D-9 (which contains the recommendation of Care.com's board of directors and the reasons therefor) contain important information and should be read carefully and in their entirety before any decision is made with respect to the Offer.

Questions and requests for assistance may be directed to the Information Agent at its address and telephone number set forth below. Requests for copies of the Offer to Purchase, the Letter of Transmittal and other tender offer materials may be directed to the Information Agent. Such copies will be furnished promptly at Purchaser's expense. Stockholders may also contact brokers, dealers, commercial banks, trust companies or other nominees for assistance concerning the Offer. Except as set forth in the Offer to Purchase, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will upon request be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers.

The Information Agent for the Offer is:

Georgeson

Georgeson LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104

Stockholders, Banks and Brokers Call Toll Free: (888) 660-8331

January 13, 2020

Exhibit (a)(5)(F)

IAC/INTERACTIVECORP COMMENCES TENDER OFFER FOR ALL OUTSTANDING SHARES OF CARE.COM, INC.

NEW YORK and WALTHAM, Mass. — January 13, 2020 — IAC/InterActiveCorp (NASDAQ: IAC) ("IAC") and Care.com, Inc. (NYSE: CRCM) ("Care.com") today announced that IAC's wholly-owned subsidiary, Buzz Merger Sub Inc. ("Merger Sub"), has commenced its previously announced tender offer to acquire (i) all of the outstanding shares of common stock (the "Common Shares") of Care.com at a price of $15.00 per Common Share and (ii) all outstanding shares of Series A Convertible Preferred Stock (the "Preferred Shares") of Care.com at a purchase price equal to 150% of the liquidation preference per Preferred Share plus accrued and unpaid dividends, in each case, net to the holder in cash, without interest and less any applicable withholding taxes. The tender offer is being made in connection with the Agreement and Plan of Merger, dated December 20, 2019, by and among IAC, Merger Sub and Care.com.

The board of directors of Care.com has determined that the offer is fair, advisable and in the best interest of Care.com and its stockholders and recommends that the stockholders of Care.com tender their shares.

The tender offer is scheduled to expire at one minute after 11:59 p.m., Eastern Time, on February 10, 2020, unless extended or earlier terminated.

Complete terms and conditions of the tender offer can be found in the Offer to Purchase, Letter of Transmittal and other related materials that will be filed by IAC and Merger Sub with the Securities and Exchange Commission ("SEC") on January 13, 2020. In addition, on January 13, 2020, Care.com will file a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC relating to the tender offer.

Copies of the Offer to Purchase, Letter of Transmittal and other related materials are available free of charge by contacting Georgeson LLC, the information agent for the tender offer, toll-free at 888-660-8331 and at the website maintained by the SEC at www.sec.gov. Computershare Trust Company, N.A. is acting as depositary and paying agent for the tender offer.

About IAC

IAC builds companies. We are guided by curiosity, a questioning of the status quo, and a desire to invent or acquire new products and brands. From the single seed that started as IAC over two decades ago have emerged 10 public companies and generations of exceptional leaders. We will always evolve, but our basic principles of financially-disciplined opportunism will never change. IAC today operates Vimeo and Dotdash, among many others, and also has majority ownership of both Match Group, which includes Tinder, Match, PlentyOfFish, OkCupid and Hinge, and ANGI Homeservices, which includes HomeAdvisor, Angie's List and Handy. IAC is headquartered in New York City and has business operations and satellite offices worldwide. Learn more at www.iac.com.

About Care.com

Since launching in 2007, Care.com has been committed to solving the complex care challenges that impact families, caregivers, employers, and care service companies. Today, Care.com is the world's largest online destination for finding and managing family care, with 19.8 million families and 14.3 million caregivers across more than 20 countries, including the U.S., UK, Canada and parts of Western Europe, and approximately 1.7 million employees of corporate clients having access to our services. Spanning child care to senior care, pet care, housekeeping and more, Care.com provides a sweeping array of services for families and caregivers to find, manage and pay for care or find employment. These include: a comprehensive suite of safety tools and resources members may use to help make more informed hiring decisions - such as third-party background check services, monitored messaging, and tips on hiring best practices; easy ways for caregivers to be paid online or via mobile app; and Care.com Benefits, including the household payroll and tax services provided by Care.com HomePay and the Care Benefit Bucks program, a peer-to-peer pooled, portable benefits platform funded by household employer contributions which provides caregivers access to professional benefits. For enterprise clients, Care.com builds customized

benefits packages covering child care, back up care and senior care consulting services through its Care@Work business, and serves care businesses with marketing and recruiting support. Headquartered in Waltham, Massachusetts, Care.com has offices in Berlin, Austin and the San Francisco Bay area.

Additional Information and Where to Find It

This press release is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell any shares of common or preferred stock of Care.com or any other securities, nor is it a substitute for the tender offer materials that IAC and Merger Sub will file with the SEC upon commencement of the tender offer on January 13, 2020. IAC and Merger Sub will file tender offer materials on Schedule TO, including an offer to purchase, a letter of transmittal and related documents with the SEC, and Care.com will file a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC with respect to the offer, on January 13, 2020. The offer to purchase all of the issued and outstanding shares of Care.com common and preferred stock will only be made pursuant to the offer to purchase, the letter of transmittal and related documents filed as a part of the Schedule TO. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 CONTAIN IMPORTANT INFORMATION THAT STOCKHOLDERS OF CARE.COM ARE URGED TO READ CAREFULLY BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION SUCH HOLDERS SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING TENDERING THEIR SHARES. The tender offer materials and the Solicitation/Recommendation Statement will be available for free at the SEC's website at www.sec.gov. Copies of the documents filed with the SEC by IAC will be available free of charge on IAC's website. In addition, security holders of Care.com may obtain free copies of the tender offer materials by contacting the information agent for the tender offer named in the Tender Offer Statement on Schedule TO. Copies of the documents filed with the SEC by Care.com will be available free of charge on Care.com's website.

Cautionary Statement on Forward-Looking Statements

This press release may contain "forward-looking statements" within the meaning of the Federal Private Securities Litigation Reform Act of 1995. The use of words such as "anticipates," "hopes," "may," "should," "intends," "projects," "estimates," "expects," "plans" and "believes," among others, generally identify forward-looking statements. These forward-looking statements include, among others, statements relating to IAC's or Care.com's future financial performance, business prospects and strategy, including the tender offer, the merger, the ability to successfully complete such transactions and other similar matters. Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, among others, the risks and uncertainties inherent in the tender offer and the merger, including, among other things, regarding how many shares Care.com stockholders will tender in the tender offer, the possibility that competing offers will be made, the ability to obtain requisite regulatory approvals relating to the acquisition, the ability to satisfy the conditions to the closing of the tender offer and the merger, the expected timing of the tender offer and the merger, difficulties or unanticipated expenses in connection with integrating Care.com's operations, products and employees into IAC's and the possibility that anticipated synergies and other benefits of the transaction will not be realized in the amounts anticipated, within the expected timeframe or at all, the effect of the announcement of the tender offer and the merger on IAC's and Care.com's business relationships (including, without limitations, partners and customers), the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement, the expected tax treatment of the transaction, and the impact of the transaction on the businesses of IAC and Care.com, and other circumstances beyond IAC's and Care.com's control. You should not place undue reliance on these forward looking statements. Certain of these and other risks and uncertainties are discussed in IAC's and Care.com's filings with the SEC, including the Schedule TO (including the offer to purchase, letter of transmittal and related documents) to be filed with the SEC, and the Solicitation/Recommendation Statement on Schedule 14D-9 to be filed with the SEC.

Contacts

IAC Investor Relations
Mark Schneider
(212) 314-7400

IAC Corporate Communications
Valerie Combs
(212) 314-7361

Care.com Investor Relations
Peter Stabler
ICR, Inc.
781-795-7244

Care.com Corporate Communications
Nancy Bushkin
781-642-5919

Jim Barron/Sard Verbinnen
212-687-8080

Use these links to rapidly review the document
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Exhibit (d)(1)

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

IAC/INTERACTIVECORP,

BUZZ MERGER SUB INC.

and

CARE.COM, INC.

Dated as of December 20, 2019

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of December 20, 2019 (this "*Agreement*"), is made by and among IAC/InterActiveCorp, a Delaware corporation ("*Parent*"), Buzz Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("*Merger Sub*"), and Care.com, Inc., a Delaware corporation (the "*Company*"). All capitalized terms used in this Agreement shall have the meanings assigned to such terms in *Section 8.4* or as otherwise defined elsewhere in this Agreement.

RECITALS

A. Pursuant to this Agreement, in furtherance of the acquisition of the Company by Parent, Parent shall cause Merger Sub to (and Merger Sub has agreed to) commence (within the meaning of Rule 14d-2 under the Exchange Act) a tender offer to purchase (i) any and all of the issued and outstanding shares of common stock, par value $0.001 per share, of the Company (each, a "*Share*" and collectively, the "*Shares*"), at a price per Share of $15.00 (such amount or any higher amount per Share that may be paid pursuant to the Share Offer, the "*Share Offer Price*"), payable net to the seller in cash, without interest, subject to any withholding of Taxes required by applicable Law, on the terms and subject to the conditions set forth in this Agreement (the "*Share Offer*"), and (ii) any and all of the issued and outstanding shares of Series A Preferred Stock at a price per share of Series A Preferred Stock equal to (x) 150% of the Liquidation Preference per share, plus (y) Accrued and Unpaid Dividends payable in respect of such Preferred Share, in the case of clauses (x) and (y), calculated as of and including the Expiration Date, pursuant to the terms of the Certificate of Designations (such amount or any higher amount per share of Series A Preferred Stock that may be paid pursuant to the Preferred Share Offer the "*Preferred Share Offer Price*" and, together with the Preferred Share Offer Price, the "*Offer Prices*"), payable net to the seller in cash, without interest, subject to any withholding of Taxes required by applicable Law, on the terms and subject to the conditions set forth in this Agreement (the "*Preferred Share Offer*" and, together with the Share Offer, the "*Offer*").

B. As soon as practicable following the Acceptance Time, the Company, Parent and Merger Sub desire to effect the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation and as a wholly-owned Subsidiary of Parent (the "*Merger*") on the terms and subject to the conditions set forth in this Agreement, with the Merger to be effected pursuant to Section 251(h) of the General Corporation Law of the State of Delaware, as amended (the "*DGCL*"), pursuant to which, except as otherwise provided in *Section 2.1*, (i) each share of common stock, par value $0.001 per share, of the Company (each, a "*Share*" and collectively, the "*Shares*") issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive the Merger Consideration and (ii) each Preferred Share issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive the Series A Preferred Stock Consideration.

C. The Board of Directors of Merger Sub has, upon the terms and subject to the conditions set forth herein, approved and declared it advisable for Merger Sub to enter into this Agreement and consummate the transactions contemplated hereby, including the Offer and the Merger.

D. The Board of Directors of Parent has, upon the terms and subject to the conditions set forth herein, approved this Agreement and the transactions contemplated hereby, including the Offer and the Merger, and Parent, as the sole stockholder of Merger Sub, has duly executed and delivered to Merger Sub and the Company a written consent, to be effective by its terms immediately following execution of this Agreement, adopting this Agreement.

E. The Board of Directors of the Company (the "*Company Board*") has, upon the terms and subject to the conditions set forth herein, (i) determined that the transactions contemplated by this Agreement, including the Offer and the Merger, are advisable, fair to and in the best interests of the Company and its stockholders, (ii) approved, adopted and declared advisable this Agreement and the transactions contemplated hereby, including the Offer and the Merger, (iii) determined that the Merger shall be effected as soon as practicable following the Acceptance Time without a vote of the Company's stockholders pursuant to Section 251(h) of the DGCL, and (iv) recommended that the Company's

stockholders accept the Offer and tender their Shares or Preferred Shares, as applicable to Merger Sub in response to the Offer.

F. Concurrently with the execution of this Agreement, (i) CapitalG LP is entering into a Support Agreement with Parent (the "*Capital G Support Agreement*"), (ii) Tenzing Global Management LLC and Tenzing Global Investors Fund I LP are entering into a Support Agreement with Parent (the "*Tenzing Support Agreement*"), and (iii) Ms. Sheila Lirio Marcelo and The Sheila L. Marcelo 2012 Family Trust are entering into a Support Agreement with Parent (the "*Marcelo Support Agreement*," and, collectively with the Capital G Support Agreement, and the Tenzing Support Agreement, the "*Support Agreements*").

G. Parent, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Offer and the Merger and also to prescribe various conditions to the Offer and the Merger.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the covenants, premises, representations and warranties and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties to this Agreement agree as follows:

ARTICLE 1
THE OFFER AND THE MERGER

1.1 *The Offer.*

(a) Provided that this Agreement shall not have been terminated in accordance with Article 7, as promptly as practicable after the date hereof (but in no event later than January 13, 2020), Merger Sub shall (and Parent shall cause Merger Sub to) commence, within the meaning of Rule 14d-2 under the Exchange Act, the Offer to purchase for cash any and all (i) Shares (other than Shares to be cancelled in accordance with *Section 2.1(b)*) at the Share Offer Price and (ii) Preferred Shares at the Preferred Share Offer Price. Merger Sub shall, and Parent shall cause Merger Sub to, accept for payment, purchase and pay for all Shares and Preferred Shares, as applicable, validly tendered and not properly withdrawn pursuant to the Offer, subject only to: (a) there being validly tendered in the Offer (in the aggregate) and not properly withdrawn prior to the Expiration Date that number of Shares and Preferred Shares that, together with the number of Shares and Preferred Shares (if any) then owned by the Parent, equals at least a majority of the voting power represented by the Shares and Preferred Shares (voting on an as-converted basis in accordance with the Certificate of Designations) that are then issued and outstanding (the "*Minimum Condition*"); and (b) the satisfaction, or waiver by Merger Sub, of the other conditions and requirements set forth in Annex I.

(b) On or prior to the date that Merger Sub becomes obligated to pay for Shares and Preferred Shares pursuant to the Offer, Parent shall provide or cause to be provided to Merger Sub on a timely basis funds sufficient to purchase and pay for any and all Shares and Preferred Shares, as applicable, that Merger Sub shall become obligated to accept for payment and purchase pursuant to the Offer. Subject to the satisfaction of the Minimum Condition and the satisfaction, or waiver by Merger Sub, of the other conditions and requirements set forth in Annex I, Merger Sub shall accept for payment (the time of such acceptance, the "*Acceptance Time*") and pay for all Shares and Preferred Shares validly tendered and not properly withdrawn pursuant to the Offer as soon as practicable following the Expiration Date, and, in any event, no more than two (2) Business Days after the Expiration Date. The Offer Price payable in respect of each Share and Preferred Share, as applicable, validly tendered and not properly withdrawn pursuant to the Offer

shall be paid to the seller in cash, without interest, subject to any withholding of Taxes required by applicable Law, on the terms and subject to the conditions set forth in this Agreement.

(c) The Offer shall be made by means of an offer to purchase (the "*Offer to Purchase*") that describes the terms and conditions of the Offer in accordance with applicable Law and this Agreement, including the conditions and requirements set forth in Annex I. To the extent permitted by applicable Law, Parent and Merger Sub expressly reserve the right to increase the Offer Price or to make any other changes in the terms and conditions of the Offer; *provided*, *however*, that except with the prior written approval of the Company, Merger Sub shall not (i) decrease the Offer Price, (ii) change the form of consideration payable in the Offer, (iii) reduce the maximum number of Shares or Preferred Shares sought to be purchased in the Offer, (iv) amend, modify or waive the Minimum Condition, (v) amend any of the other conditions to the Offer set forth in Annex I in a manner adverse to the holders of Shares or Preferred Shares, (vi) impose conditions to the Offer that are in addition to the conditions to the Offer set forth in Annex I hereto, (vii) except as provided in *Sections 1.1(e)* and *1.1(f)*, terminate, accelerate or otherwise modify or amend the Offer to accelerate the Expiration Date, or (viii) otherwise modify or amend any of the other terms of the Offer in a manner adverse in any material respect to the holders of Shares or Preferred Shares.

(d) Unless extended in accordance with the terms of this Agreement, the Offer shall expire at one minute after 11:59 p.m. (New York City time) on the date that is twenty (20) Business Days following the commencement of the Offer (determined using Rule 14d-1(g)(3) promulgated under the Exchange Act) (such date and time, the "*Initial Expiration Date*") or, if the Initial Expiration Date has been extended in accordance with this Agreement, the date and time to which the Offer has been so extended (the Initial Expiration Date, or such later date and time to which the Initial Expiration Date has been extended in accordance with this Agreement, the "*Expiration Date*").

(e) If on any then scheduled Expiration Date, any of the conditions to the Offer (including the Minimum Condition and the other conditions and requirements set forth in Annex I) have not been satisfied or waived by Merger Sub, Merger Sub shall (and Parent shall cause Merger Sub to) extend the Offer for successive periods of up to ten (10) Business Days each, or such longer period as may be agreed between Merger Sub and the Company, in order to permit the satisfaction of such conditions; provided, however, that Merger Sub shall not be required to extend the Offer beyond the Outside Date. The "*Outside Date*" shall be June 20, 2020. In addition, Merger Sub shall extend the Offer for any period or periods required by applicable Law or applicable rules, regulations, interpretations or positions of the SEC or its staff.

(f) Merger Sub shall not terminate the Offer prior to any scheduled Expiration Date without the prior written consent of the Company, except if this Agreement has been terminated in accordance with *Article 7*. If this Agreement is terminated in accordance with *Article 7*, Merger Sub shall (and Parent shall cause Merger Sub to) promptly (and in any event within 24 hours following such termination), irrevocably and unconditionally terminate the Offer and shall not acquire any Shares or Preferred Shares pursuant thereto. If the Offer is terminated or withdrawn by Merger Sub, or this Agreement is terminated prior to the Acceptance Time, Merger Sub shall (and the Parent shall cause Merger Sub to) promptly return, and shall cause any depositary acting on behalf of Merger Sub to return, in accordance with applicable Law, all tendered Shares and Preferred Shares to the registered holders thereof and Merger Sub shall not (and Parent shall cause Merger Sub not to) accept any Shares or Preferred Shares pursuant to the Offer.

(g) As soon as practicable on the date of the commencement of the Offer, Parent and Merger Sub shall file with the SEC, in accordance with Rule 14d-3 under the Exchange Act, a Tender Offer Statement on Schedule TO with respect to the Offer (together with all amendments, supplements and exhibits thereto, the "*Schedule TO*"). The Schedule TO shall include, as exhibits,

the Offer to Purchase, a form of letter of transmittal and a form of summary advertisement (collectively, together with any amendments, supplements and exhibits thereto, the "*Offer Documents*"). Parent and Merger Sub agree to cause the Offer Documents to be disseminated to holders of Shares and Preferred Shares, as and to the extent required by federal securities Laws, including the Exchange Act. Parent and Merger Sub, on the one hand, and the Company, on the other hand, agree to promptly notify the other party and correct any information provided by it for use in the Offer Documents, if and to the extent that it shall have become false or misleading in any material respect or as otherwise required by applicable Law, and Merger Sub agrees to cause the Offer Documents, as so corrected, to be filed with the SEC and disseminated to holders of Shares and Preferred Shares, in each case, as and to the extent required by the Exchange Act. Except following a Change of Board Recommendation, the Company and its counsel shall be given a reasonable opportunity to review the Schedule TO and the Offer Documents before they are filed with the SEC, and Parent and Merger Sub shall give due consideration to any additions, deletions or changes suggested thereto by the Company and its counsel. In addition, except following a Change of Board Recommendation, Parent and Merger Sub shall provide the Company and its counsel with copies of any written comments, and shall provide them an oral summary of any oral comments, that Parent and Merger Sub or its counsel may receive from time to time from the SEC or its staff with respect to the Schedule TO or the Offer Documents promptly after receipt of such comments, and any written or oral responses thereto. The Company and its counsel shall be given a reasonable opportunity to review any such responses and Parent and Merger Sub shall give due consideration to the reasonable additions, deletions or changes suggested thereto by the Company and its counsel.

1.2 *Company Actions.*

(a) Contemporaneous with the filing of the Schedule TO, the Company shall, in a manner that complies with the rules and regulations promulgated by the SEC under the Exchange Act, including Rule 14d-9 thereunder, file with the SEC a Tender Offer Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the Offer (together with all amendments, supplements and exhibits thereto, the "*Schedule 14D-9*") that shall, subject to the provisions of *Section 5.3*, contain the Company Board Recommendation. The Company shall also include in the Schedule 14D-9, in its entirety, and a notice, in compliance with Section 262 of the DGCL, of appraisal rights in connection with the Merger under the DGCL. The Company hereby consents to the inclusion in the Offer Documents of a description of the Company Board Recommendation. The Company further agrees to cause the Schedule 14D-9 to be disseminated to holders of Shares and Preferred Shares, as and when required by the Exchange Act. If requested by Parent, the Company shall cause the Schedule 14D-9 to be mailed or otherwise disseminated to the holders of Shares and Preferred Shares together with the Offer Documents disseminated to the holders of Shares and Preferred Shares. Parent and Merger Sub, on the one hand, and the Company, on the other hand, agree to promptly notify the other party and correct any information included in, or incorporated by reference into, the Schedule 14D-9, if and to the extent that it shall have become false or misleading in any material respect or as otherwise required by applicable Law, and the Company agrees to cause the Schedule 14D-9, as so corrected, to be filed with the SEC and disseminated to holders of Shares and Preferred Shares, in each case, as and to the extent required by federal securities Laws, including the Exchange Act. Except for a filing on Schedule 14D-9 to disclose a Change of Board Recommendation, Parent and its counsel shall be given a reasonable opportunity to review the Schedule 14D-9 before it is filed with the SEC, and the Company shall give due consideration to the reasonable additions, deletions or changes suggested thereto by Parent and its counsel. In addition, except following a Change of Board Recommendation, the Company shall provide Parent and its counsel with copies of any written comments, and shall provide them with an oral summary of any oral comments, that the Company or its counsel may receive from time to time from the SEC or its staff with respect to the Schedule 14D-9 promptly

after receipt of such comments, and any written or oral responses thereto. Parent and its counsel shall be given a reasonable opportunity to review any such written responses and the Company shall give due consideration to the reasonable additions, deletions or changes suggested thereto by Parent and its counsel.

(b) From time to time as reasonably requested by Parent or its agents, the Company shall furnish or cause to be furnished to Parent mailing labels, security position listings, non-objecting beneficial owner lists and any other listings or computer files containing the names and addresses of the record or beneficial holders of the Shares and Preferred Shares, as applicable, as of the most recent practicable date, and shall promptly furnish Parent with such information (including updated lists of holders of the Shares and Preferred Shares and their addresses, mailing labels, security position listings and non-objecting beneficial owner lists) and such other assistance as Parent or its agents may reasonably request in communicating with the record and beneficial holders of Shares and Preferred Shares. Subject to any and all Laws, and except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Merger, Parent and Merger Sub and their agents shall: (i) hold in confidence the information contained in any such lists of stockholders, mailing labels and listings, computer files or files of securities positions in accordance with the Confidentiality Agreement and (ii) use such information only in connection with the Offer and the Merger.

1.3 *The Merger.*

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Merger and a wholly-owned Subsidiary of Parent (the "*Surviving Corporation*"). The Merger shall be effected pursuant to the Section 251(h) of DGCL and shall have the effects set forth in this Agreement and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, at the Effective Time, all of the property, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all of the debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation. The Offer, the Merger and other transactions contemplated by this Agreement are referred to herein as the "*Transactions*."

(b) At the Effective Time, by virtue of the Merger and without the necessity of further action by the Company or any other Person, the certificate of incorporation of the Company, as amended and restated in the form attached hereto as Exhibit A, shall be the certificate of incorporation of the Surviving Corporation, and such certificate of incorporation shall be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law (subject to *Section 5.8*). In addition, at the Effective Time, by virtue of the Merger and without the necessity of further action by the Company or any other Person, the bylaws of the Company, as amended and restated in the form attached hereto as Exhibit B, shall be the bylaws of the Surviving Corporation, and such bylaws shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law (subject to *Section 5.8*).

(c) At the Effective Time, by virtue of the Merger and without the necessity of further action by the Company or any other person, the directors of Merger Sub immediately prior to the Effective Time or such other individuals designated by Parent as of the Effective Time shall become the directors of the Surviving Corporation, each to hold office, from and after the Effective Time, in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors shall have been duly elected, designated or qualified,

or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation. The officers of the Company immediately prior to the Effective Time, from and after the Effective Time, shall continue as the officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors shall have been duly elected, designated or qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

(d) If, at any time after the Effective Time, the Surviving Corporation shall determine, in its sole discretion, or shall be advised, that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Company or Merger Sub acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, then the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of either the Company or Merger Sub, all such deeds, bills of sale, instruments of conveyance, assignments and assurances and to take and do, in the name and on behalf of each of such corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title or interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

1.4 *Closing and Effective Time of the Merger.* The closing of the Merger (the "*Closing*") shall take place at 8:00 a.m., local time, on the same Business Day as the Acceptance Time, except if each of the applicable conditions set forth in *Article 6* (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions at the Closing) has not been satisfied or waived by such date, in which case on no later than the first Business Day on which each of such conditions is satisfied, at the offices of Latham & Watkins LLP, 200 Clarendon St., Boston, Massachusetts 02116, unless another time, date or place is agreed to in writing by the parties hereto. The date on which the Closing actually occurs is referred to as the "*Closing Date*." On the Closing Date, or on such other date as Parent and the Company may agree to, Merger Sub or the Company shall cause a certificate of merger (the "*Certificate of Merger*"), to be executed and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and shall make all other filings required under the DGCL. The Merger shall become effective at the time the Certificate of Merger shall have been duly filed with the Secretary of State of the State of Delaware, or such later date and time as is agreed upon by the parties and specified in the Certificate of Merger (such date and time at which the Merger becomes effective hereinafter referred to as the "*Effective Time*").

ARTICLE 2
CONVERSION OF SECURITIES IN THE MERGER

2.1 *Conversion of Securities.* At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any of the following securities:

(a) *Conversion of Shares*. Each Share issued and outstanding immediately prior to the Effective Time, other than Shares irrevocably accepted for payment in the Offer, Shares to be cancelled pursuant to *Sections 2.1(b)* or Dissenting Shares, shall be converted automatically into the right to receive the Share Offer Price (the "*Merger Consideration*"), payable net to the holder in cash, without interest, subject to any withholding of Taxes required by applicable Law as provided in *Section 2.5*, upon surrender of the Certificates or Book-Entry Shares in accordance with *Section 2.2*. As of the Effective Time, all such Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and shall thereafter represent only the right to receive the Merger Consideration to be paid in accordance with *Section 2.2*.

(b) *Cancellation of Treasury Shares and Parent-Owned Shares.* Each Share held by the Company as treasury stock or held directly by Parent or Merger Sub (or any direct or indirect wholly-owned subsidiaries of the Company, Parent or Merger Sub), in each case, immediately prior to the Effective Time, shall automatically be cancelled and shall cease to exist, and no consideration or payment shall be delivered in exchange therefor or in respect thereof.

(c) *Merger Sub Equity Interests.* All outstanding shares of capital stock of Merger Sub held immediately prior to the Effective Time shall be converted into and become (in the aggregate) 1,000 shares of newly and validly issued, fully paid and non-assessable shares of common stock of the Surviving Corporation and shall constitute the only outstanding capital of the Surviving Corporation.

(d) *Conversion of Series A Preferred Stock*. Each share of Series A Preferred Stock (each, a "*Preferred Share*" and collectively, the "*Preferred Shares*") issued and outstanding immediately prior to the Effective Time, other than Preferred Shares irrevocably accepted for payment in the Offer or Dissenting Shares, shall be converted automatically into the right to receive the Preferred Offer Price (the "*Series A Preferred Stock Consideration*"), in either case, payable net to the holder in cash, without interest, subject to any withholding of Taxes required by applicable Law as provided in *Section 2.5*, upon surrender of the Certificates or Book-Entry Shares in accordance with *Section 2.2*. As of the Effective Time, all such Preferred Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and shall thereafter represent only the right to receive the Series A Preferred Stock Consideration to be paid in accordance with *Section 2.2*.

2.2 *Payment for Securities; Surrender of Certificates*.

(a) *Paying Agent.* At or prior to the Effective Time, Parent shall designate a reputable bank or trust company to act as the paying agent (the identity and terms of designation and appointment of which shall be reasonably acceptable to the Company) for purposes of effecting the payment of the aggregate Merger Consideration and the aggregate Series A Preferred Stock Consideration in connection with the Merger in accordance with this *Article 2* (the "*Paying Agent*"). Parent shall pay, or cause to be paid, the fees and expenses of the Paying Agent. At or prior to the Effective Time, Parent shall deposit, or cause to be deposited, with the Paying Agent the aggregate Merger Consideration and aggregate Series A Preferred Stock Consideration to which holders of Shares and holders of Preferred Shares shall be entitled at the Effective Time pursuant to this Agreement. In the event such deposited funds are insufficient to make the payments contemplated pursuant to *Section 2.1*, Parent shall promptly deposit, or cause to be deposited, with the Paying Agent such additional funds to ensure that the Paying Agent has sufficient funds to make such payments. Such funds shall be invested by the Paying Agent as directed by Parent, pending payment thereof by the Paying Agent to the holders of the Shares and the holders Preferred Shares in accordance with this Article 2; *provided*, *however*, that any such investments shall be in obligations of, or guaranteed by, the United States government or rated A-1 or P-1 or better by Moody's Investor Service, Inc. or Standard & Poor's Corporation, respectively. Earnings from such investments shall be the sole and exclusive property of the Surviving Corporation, and no part of such earnings shall accrue to the benefit of holders of Shares and the holders of Preferred Shares.

(b) *Procedures for Surrender*.

(i) *Certificates.* As soon as practicable after the Effective Time (and in no event later than three (3) Business Days after the Effective Time), the Surviving Corporation shall cause the Paying Agent to mail to each Person that was, immediately prior to the Effective Time, a holder of record of Shares or Preferred Shares, as applicable, represented by certificates (the "*Certificates*"), which Shares or Preferred Shares were converted into the right to receive the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, at the

Effective Time pursuant to this Agreement: (A) a letter of transmittal, which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Paying Agent, and shall otherwise be in such form as Parent and the Paying Agent shall reasonably agree; and (B) instructions for effecting the surrender of the Certificates (or affidavits of loss in lieu of the Certificates as provided in *Section 2.2(e)*) in exchange for payment of the Merger Consideration or the Series A Preferred Stock Consideration, as applicable. Upon surrender of a Certificate (or affidavit of loss in lieu of the Certificate as provided in *Section 2.2(e)*) to the Paying Agent or to such other agent or agents as may be appointed by Parent, together with delivery of a letter of transmittal, duly executed and in proper form, with respect to such Certificates, the holder of such Certificates shall be entitled to receive the Merger Consideration or Series A Preferred Stock Consideration, as applicable, formerly represented by such Certificates (after giving effect to any required Tax withholdings as provided in *Section 2.5*), and any Certificate so surrendered shall forthwith be cancelled. If payment of the Merger Consideration or the Series A Preferred Stock Consideration is to be made to a Person other than the Person in whose name any surrendered Certificate is registered, it shall be a condition precedent of payment that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer, and the Person requesting such payment shall have paid any transfer and other similar Taxes required by reason of the payment of the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, to a Person other than the registered holder of the Certificate so surrendered and shall have established to the satisfaction of the Surviving Corporation that such Taxes either have been paid or are not required to be paid. Any other transfer or similar Taxes arising out of the transactions contemplated hereunder shall be borne by Parent. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates. Until surrendered as contemplated hereby, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, in cash as contemplated by this Agreement, except for Certificates representing Dissenting Shares, which shall be deemed to represent only the right to receive payment of the fair value of such Shares in accordance with and to the extent provided by Section 262 of the DGCL.

(ii) *Book-Entry Shares.* Notwithstanding anything to the contrary contained in this Agreement, no holder of non-certificated Shares or Preferred Shares represented by book-entry ("*Book-Entry Shares*") shall be required to deliver a Certificate or, in the case of holders of Book-Entry Shares held through The Depository Trust Company, an executed letter of transmittal to the Paying Agent, to receive the Merger Consideration or the Series A Preferred Stock Consideration that such holder is entitled to receive pursuant to *Section 2.1(a)* or *Section 2.1(d)*, as applicable. In lieu thereof, each holder of record of one or more Book-Entry Shares held through The Depository Trust Company whose Shares or Preferred Shares were converted into the right to receive the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, shall automatically upon the Effective Time be entitled to receive, and Parent shall cause the Paying Agent to pay and deliver to The Depository Trust Company or its nominee as promptly as practicable after the Effective Time, in respect of each such Book-Entry Share a cash amount in immediately available funds equal to the Merger Consideration or the Series A Preferred Stock Consideration, as applicable (after giving effect to any required Tax withholdings as provided in *Section 2.5*), and such Book-Entry Shares of such holder shall be cancelled. As soon as practicable after the Effective Time (and in no event later than three (3) Business Days after the Effective Time), the Surviving Corporation shall cause the Paying Agent to mail to each Person that was, immediately prior to the Effective Time, a holder of record of Book-Entry Shares not held through The Depository Trust Company: (A) a letter of transmittal, which shall be in such

form as Parent and the Paying Agent shall reasonably agree; and (B) instructions for returning such letter of transmittal in exchange for the Merger Consideration or Series A Preferred Stock Consideration, as applicable. Upon delivery of such letter of transmittal, in accordance with the terms of such letter of transmittal, duly executed, the holder of such Book-Entry Shares shall be entitled to receive in exchange therefor a cash amount in immediately available funds equal to the Merger Consideration or the Series A Preferred Stock Consideration, as applicable (after giving effect to any required Tax withholdings as provided in *Section 2.5*), and such Book-Entry Shares so surrendered shall at the Effective Time be cancelled. Payment of the Merger Consideration or the Series A Preferred Stock Consideration with respect to Book-Entry Shares shall only be made to the Person in whose name such Book-Entry Shares are registered. No interest will be paid or accrued on any amount payable upon due surrender of Book-Entry Shares. Until paid or surrendered as contemplated hereby, each Book-Entry Share shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, in cash as contemplated by this Agreement, except for Book-Entry Shares representing Dissenting Shares, which shall be deemed to represent the right to receive payment of the fair value of such Shares or Preferred Shares, as applicable, in accordance with and to the extent provided by Section 262 of the DGCL.

(c) *Transfer Books; No Further Ownership Rights in Shares.* At the Effective Time, the stock transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers of Shares or Preferred Shares on the records of the Company. From and after the Effective Time, the holders of Certificates and Book-Entry Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares or Preferred Shares except as otherwise provided for herein or by applicable Law. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Agreement.

(d) *Termination of Fund; Abandoned Property; No Liability.* Any portion of the funds (including any interest received with respect thereto) made available to the Paying Agent that remains unclaimed by the holders of Certificates or Book-Entry Shares on the first anniversary of the Effective Time will be returned to the Surviving Corporation or an affiliate thereof designated by the Surviving Corporation, upon demand, and any such holder who has not tendered its Certificates or Book-Entry Shares for the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, in accordance with *Section 2.2(b)* prior to such time shall thereafter look only to Parent and the Surviving Corporation (subject to abandoned property, escheat or other similar Laws) for delivery of the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, without interest and subject to any withholding of Taxes required by applicable Law as provided in *Section 2.5*, in respect of such holder's surrender of their Certificates or Book-Entry Shares and compliance with the procedures in *Section 2.2(b)*. Any portion of the Aggregate Merger Consideration remaining unclaimed by the holders of Certificates or Book-Entry Shares immediately prior to such time as such amounts would otherwise escheat to, or become property of, any Governmental Entity will, to the extent permitted by applicable Law, become the property of the Surviving Corporation or an affiliate thereof designated by the Surviving Corporation, free and clear of any claim or interest of any Person previously entitled thereto. Notwithstanding the foregoing, none of Parent, Merger Sub, the Surviving Corporation, the Paying Agent or their respective affiliates will be liable to any holder of a Certificate or Book-Entry Shares for Merger Consideration or the Series A Preferred Stock Consideration, as applicable, delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. Any portion of the Aggregate Merger Consideration made available to the Paying Agent pursuant to *Section 2.2(a)*, to pay for Shares or Preferred Shares for which appraisal rights have been perfected shall be returned to the Surviving Corporation, upon demand.

(e) *Lost, Stolen or Destroyed Certificates.* In the event that any Certificates shall have been lost, stolen or destroyed, the Paying Agent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, the Merger Consideration or the Series A Preferred Stock Consideration, as applicable payable in respect thereof pursuant to *Section 2.1(a)* or Section 2.1(d), as applicable. Parent may, in its reasonable discretion and as a condition precedent to the payment of such Merger Consideration or the Series A Preferred Stock Consideration, as applicable, require the owners of such lost, stolen or destroyed Certificates to deliver a bond in a reasonable sum as it may reasonably direct as indemnity against any claim that may be made against Parent, Merger Sub, the Surviving Corporation or the Paying Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

2.3 *Dissenting Shares.* Notwithstanding anything in this Agreement to the contrary (but subject to the provisions of this *Section 2.3*), Shares and/or Preferred Shares outstanding immediately prior to the Effective Time and held by a holder who is entitled to demand and has properly demanded appraisal for such Shares in accordance with, and who complies in all respects with, Section 262 of the DGCL (such shares, the "*Dissenting Shares*") shall not be converted into the right to receive the Merger Consideration or the Series A Preferred Stock Consideration, as applicable. At the Effective Time, all Dissenting Shares shall be cancelled and cease to exist, and the holders of Dissenting Shares shall only be entitled to the rights granted to them under the DGCL. If any such holder fails to perfect or otherwise waives, withdraws or loses his right to appraisal under Section 262 of the DGCL or other applicable Law, then the right of such holder to be paid the fair value of such Dissenting Shares shall cease and such Dissenting Shares shall be deemed to have been converted, as of the Effective Time, into and shall be exchangeable solely for the right to receive the Merger Consideration or the Series A Preferred Stock Consideration, as applicable, without interest and subject to any withholding of Taxes required by applicable Law as provided in *Section 2.5*. The Company shall give Parent prompt notice of any demands received by the Company for appraisal of Shares or Preferred Shares and any other instruments served pursuant to the DGCL and received by the Company relating to rights to be paid the fair value of Dissenting Shares, and Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to, or settle or compromise, any such demands or agree to do any of the foregoing.

2.4 *Treatment of Options and Restricted Stock Units*.

(a) *Treatment of Options*.

(i) Effective as of five (5) Business Days prior to, and conditional upon the occurrence of, the Effective Time, each holder of an outstanding option to purchase Shares (each a "*Company Option*") that qualifies as an incentive stock option within the meaning of Section 422(b) of the Code, whether vested or unvested, shall be entitled to exercise such Company Option in full by providing the Company with a notice of exercise and full payment of the applicable exercise price in accordance with and subject to the terms of the applicable Company Equity Plan and award agreement.

(ii) At the Effective Time, each Company Option, whether vested or unvested, that is outstanding immediately prior to the Effective Time shall automatically and without any required action on the part of the holder thereof or the Company, be cancelled and converted into the right to receive (without interest) an amount in cash equal to the product of (x) the total number of Shares underlying the Company Option as of immediately prior to the Effective Time *multiplied by* (y) the excess, if any, of the Merger Consideration over the per-share exercise price of such Company Option; *provided* that any such Company Option

with respect to which the per-share exercise price subject thereto is equal to or greater than the Merger Consideration shall be canceled for no consideration.

(b) *Treatment of Restricted Stock Units.* At the Effective Time, (i) each award of Company restricted stock units that is subject solely to service-based vesting conditions (including any Company restricted stock units that were subject, in whole or in part, to performance-based vesting conditions as of the applicable grant date, but that are solely subject to service-based vesting conditions as of immediately prior to the Effective Time) ("*Company RSUs*") and that is outstanding immediately prior to the Effective Time shall become fully vested and shall, automatically and without any required action on the part of the holder thereof or the Company, be cancelled and converted into the right to receive (without interest) an amount in cash equal to (x) the total number of Shares underlying such award of Company RSUs as of immediately prior to the Effective Time, *multiplied by* (y) the Merger Consideration. Each award of Company restricted stock units other than those described in the immediately preceding sentence shall have been cancelled for no consideration prior to the Effective Time in accordance with their terms.

(c) *Payment by Surviving Corporation.* The Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, pay to the holders of Company Options and Company RSUs the amounts described in *Sections 2.4(a)* and *2.4(b)*, less Taxes required to be withheld with respect to such payments, as soon as practicable following the Closing Date, through the Surviving Corporation's payroll system (to the extent applicable), but not later than three (3) Business Days following the Closing Date; provided that, with respect to Company RSUs, to the extent payment within such time or on such date would trigger a Tax or penalty under Section 409A of the Code, such payments shall be made on the earliest date that payment would not trigger such Tax or penalty.

(d) *Termination of Company Equity Plans*(e). As of the Effective Time, the Company's 2014 Incentive Award Plan and the Company's 2006 Stock Incentive Plan (together, the "*Company Equity Plans*") shall be terminated and no further Shares, Company Options, Company RSUs, other Equity Interests in the Company or other rights with respect to Shares shall be granted thereunder. Following the Effective Time, no such Company Option, Company RSU, Equity Interest or other right that was outstanding immediately prior to the Effective Time shall remain outstanding and each former holder of any such Company Option, Company RSU, Equity Interest or other right shall cease to have any rights with respect thereto, except the right to receive the consideration set forth in this *Section 2.4*.

(e) *Board Actions*. Prior to the Effective Time, the Company Board (or, if appropriate, any committee thereof) shall adopt appropriate resolutions and take such other actions as are reasonably necessary and appropriate (including using reasonable best efforts to obtain any required consents) to effect the transactions described in this *Section 2.4*.

2.5 *Withholding Rights.* The Company, Parent, Merger Sub, the Surviving Corporation and the Paying Agent, as the case may be, shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under the Code or any other provision of applicable Law. To the extent that amounts are so deducted or withheld and paid to the appropriate Governmental Entity, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

2.6 *Adjustments.* In the event that, between the date of this Agreement and the Effective Time, any change in the outstanding Shares and/or Preferred Shares shall occur as a result of any stock split, reverse stock split, stock dividend (including any dividend or distribution of Equity Interests convertible into or exchangeable for Shares and/or Preferred Shares, but excluding any dividends on Preferred Shares pursuant to Section 4(b) of the Certificate of Designations), recapitalization, reclassification,

combination, exchange of shares or other similar event, the applicable Offer Price, the Merger Consideration and/or the Series A Preferred Stock Consideration, as applicable, shall be equitably adjusted to reflect such event and to provide to holders of Shares and/or Preferred Shares, as applicable, the same economic effect as contemplated by this Agreement prior to such event; provided that nothing in this *Section 2.6* shall be deemed to permit or authorize the Company to take any such action or effect any such change that it is not otherwise authorized or permitted to take pursuant to this Agreement (including *Section 5.1*).

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (a) as set forth in the corresponding section or subsection of the disclosure schedule delivered by the Company to Parent and Merger Sub (the "*Company Disclosure Schedule*") concurrent with the execution of this Agreement (with specific reference to the representations and warranties in this *Article 3* to which the information in such schedule relates; *provided* that disclosure in the Company Disclosure Schedule as to a specific representation or warranty shall qualify any other sections of this *Article 3* to the extent (notwithstanding the absence of a specific cross reference) it is reasonably apparent on its face that such disclosure relates to such other sections), and (b) as otherwise disclosed or identified in the Company SEC Documents filed by the Company with the SEC not less than two (2) Business Days prior to the date hereof (other than any forward-looking disclosures contained in the "Forward Looking Statements" and "Risk Factors" sections of the Company SEC Documents or any other section to the extent they are forward looking statements or cautionary, predictive or forward-looking in nature but including any historical or factual matters disclosed in such sections), the Company hereby represents and warrants to Parent and Merger Sub as follows:

3.1 *Corporate Organization.* Each of the Company and its Subsidiaries is a corporation or other legal entity duly organized, validly existing and, to the extent applicable, in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate or organizational, as the case may be, power and authority to own, operate or lease its properties and assets and to carry on its business as it is now being conducted. Each of the Company and its Subsidiaries is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, operated or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified, has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The copies of the Certificate of Incorporation (the "*Company Charter*") and Amended and Restated Bylaws (the "*Company Bylaws*") of the Company, as most recently filed with the Company SEC Documents, are true, complete and correct copies of such documents as in effect as of the date of this Agreement. The Company is not in violation of any of the provisions of the Company Charter or the Company Bylaws.

3.2 *Capitalization.*

(a) The authorized capital stock of the Company consists of three hundred million (300,000,000) Shares and five million (5,000,000) shares of preferred stock, par value $0.001 per share ("*Company Preferred Stock*"), 46,350 of which have been designated as Series A Preferred Stock. As of the close of business on December 18, 2019, (i) 33,268,479 Shares (other than treasury shares) and 46,350 Preferred Shares were issued and outstanding, all of which were validly issued and fully paid, nonassessable and free of preemptive rights, (ii) no Shares were held in the treasury of the Company or by its Subsidiaries and (iii) 3,006,017 Shares are subject to outstanding Company Options and 1,472,562 Shares are subject to outstanding Company RSUs and 192,835 shares are subject to outstanding restricted stock units that are subject, in whole or in part, to performance-based vesting conditions ("*Company PSUs*") (assuming maximum level of performance). Except for Company Options, Company RSUs and Company PSUs under the

Company Equity Plans, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound relating to the issued or unissued capital stock or other Equity Interests of the Company, or securities convertible into or exchangeable for such capital stock or other Equity Interests, or obligating the Company to issue or sell any shares of its capital stock or other Equity Interests, or securities convertible into or exchangeable for such capital stock of, or other Equity Interests in, the Company. Since December 18, 2019 and prior to the date of this Agreement, except for the issuance of Shares under the Company Equity Plans in accordance with their terms, the Company has not issued any shares of its capital stock or other Equity Interests, or securities convertible into or exchangeable for such capital stock or other Equity Interests, other than those shares of capital stock reserved for issuance described in this *Section 3.2(a)* .

(b) The Company has provided Parent with a true and complete list of all outstanding Company Equity Awards as of December 18, 2019, including (i) the type of award and the number of Shares related or subject thereto, (ii) the name of the Company Equity Plan under which the award was granted, (iii) the date of grant, and (iv) with respect to each Company Option, the per-share exercise price and expiration date thereof. All Shares subject to issuance under the Company Equity Plans, upon issuance prior to the Effective Time on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights. There are no outstanding contractual obligations of the Company or any of its Subsidiaries (i) restricting the transfer of, (ii) affecting the voting rights of, (iii) requiring the repurchase, redemption or disposition of, or containing any right of first refusal with respect to, (iv) requiring the registration for sale of, or (v) granting any preemptive or antidilutive right with respect to, any Shares or any capital stock of, or other Equity Interests in, the Company or any of its Subsidiaries. There are no outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter.

(c) *Section 3.2(c)* of the Company Disclosure Schedule sets forth a true and complete list of all of the Subsidiaries of the Company and the authorized, issued and outstanding Equity Interests of each such Subsidiary. None of the Company or any of its Subsidiaries holds an Equity Interest in any other Person. Each outstanding share of capital stock of or other Equity Interest in each Subsidiary of the Company is duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights and is owned, beneficially and of record, by the Company or one or more of its wholly-owned Subsidiaries free and clear of all Liens, other than Permitted Liens. There are no options, warrants or other rights, agreements, arrangements or commitments of any character to which any Subsidiary of the Company is a party or by which any Subsidiary of the Company is bound relating to the issued or unissued capital stock or other Equity Interests of such Subsidiary, or securities convertible into or exchangeable for such capital stock or other Equity Interests, or obligating any Subsidiary of the Company to issue or sell any shares of its capital stock or other Equity Interests, or securities convertible into or exchangeable for such capital stock of, or other Equity Interests in, such Subsidiary. There are no outstanding contractual obligations of the Company or any of its Subsidiaries to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Subsidiary of the Company or any other Person, other than guarantees by the Company of any indebtedness or other obligations of any wholly-owned Subsidiary of the Company. None of the Company's Subsidiaries owns any Shares. The certificates of incorporation or bylaws (or equivalent organizational documents) of each Subsidiary of the Company as in effect as of the date of this Agreement have been made available to Parent. None of the Company's Subsidiaries are in material violation of any of their respective certificates of incorporation or bylaws (or equivalent organizational documents).

3.3 *Authority; Execution and Delivery; Enforceability*.

(a) The Company has all necessary power and authority to execute and deliver this Agreement, to perform and comply with each of its covenants and obligations under this Agreement and to consummate the Transactions. The execution and delivery by the Company of this Agreement, the performance and compliance by the Company with each of its obligations herein, and the consummation by it of the Transactions have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company and no other stockholder votes are necessary to authorize this Agreement or the consummation by the Company of the Transactions. The Company has duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Parent and Merger Sub of this Agreement, this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

(b) The Company Board has, at a meeting duly called and held, adopted resolutions (i) determining that the Transactions, including the Offer and the Merger, are advisable, fair to and in the best interests of the Company and its stockholders, (ii) approving, adopting and declaring advisable this Agreement and the Transactions, including the Offer and the Merger, (iii) determining that the Merger shall be effected as soon as practicable following the Acceptance Time without a vote of the Company's stockholders pursuant to Section 251(h) of the DGCL and (iv) recommending that the Company's stockholders accept the Offer and tender their Shares and Preferred Shares, as applicable, to Merger Sub in response to the Offer (the "*Company Board Recommendation*").

(c) Subject to the accuracy of *Section 4.7*, the Company Board has taken all actions and votes as are necessary, so that the restrictions on business combinations set forth in Section 203 of the DGCL and any other similar Law are not applicable to this Agreement and the transactions contemplated hereby, including the Offer, the Merger or the other Transactions. To the Knowledge of the Company, no other takeover, anti-takeover, business combination, control share acquisition or similar Law applies to the Merger or the other Transactions. The only vote of holders of any class or series of Shares or other Equity Interests of the Company necessary to adopt this Agreement would be, in the absence of Section 251(h) of the DGCL, the adoption of this Agreement by the holders of a majority of the voting power represented by the Shares and the Preferred Shares (voting on an as-converted basis in accordance with the Certificate of Designations) that are outstanding and entitled to vote thereon.

3.4 *No Conflicts*.

(a) None of the execution and delivery of this Agreement or the acceptance for payment or payment for Shares of Preferred Shares, as applicable, does or will, nor will the performance of this Agreement by the Company , (i) conflict with or violate any provision of the Company Charter or the Company Bylaws or any equivalent organizational documents of any Subsidiary of the Company, (ii) assuming that all consents, approvals, authorizations and permits described in *Section 3.4(b)* have been obtained and all filings and notifications described in *Section 3.4(b)* have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected or (iii) require any consent or approval under, result in any breach of or any loss of any benefit under, constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation

of, or result in the creation of a Lien on any property or asset of the Company or any of its Subsidiaries pursuant to, any Contract or Permit to which the Company or any of its Subsidiaries is party, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(b) None of the execution and delivery of this Agreement by the Company or the acceptance for payment or payment for Shares of Preferred Shares, as applicable, does or will, nor will the consummation by the Company of the Transactions and compliance by the Company with any of the terms or provisions hereof, require any consent, approval, authorization or permit of, filing with or notification to, any Governmental Entity, except (i) under the Exchange Act and the rules and regulations of NYSE, (ii) any applicable requirements of any Competition Laws, (iii) the filing and recordation of the Certificate of Merger as required by the DGCL and (iv) where failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

3.5 *SEC Documents; Financial Statements; Undisclosed Liabilities*.

(a) The Company has timely filed or furnished all reports, schedules, forms, statements, registration statements, prospectuses and other documents required to be filed or furnished by the Company with the SEC under the Securities Act or the Exchange Act since January 1, 2018 (the "*Company SEC Documents*"). None of the Subsidiaries of the Company is required to make any filings with the SEC.

(b) As of its respective filing date (or, if amended or superseded prior to the date of this Agreement, on the date of such filing) each Company SEC Document complied as to form in all material respects with the requirements of the Exchange Act or the Securities Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Company SEC Document and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments received from the SEC or its staff with respect to the Company SEC Documents, and to the Knowledge of the Company, none of the Company SEC Documents is the subject of ongoing SEC review, outstanding SEC comment or outstanding SEC investigation or other governmental investigation regarding the accounting practices of the Company.

(c) The consolidated financial statements of the Company included in the Company SEC Documents (including, in each case, any notes or schedules thereto) (the "*Company SEC Financial Statements*") (i) complied as to form in all material respects with the applicable accounting requirements and published rules and regulations of the SEC with respect thereto, (ii) fairly present, in all material respects, the financial condition and the results of operations, cash flows and changes in stockholders' equity of the Company and its Subsidiaries (on a consolidated basis) as of the respective dates of and for the periods referred to in the Company SEC Financial Statements, and (iii) were prepared in accordance with GAAP as applied by the Company (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC), subject, in the case of interim Company SEC Financial Statements, to normal year-end adjustments and the absence of notes.

(d) The Company has timely filed all certifications and statements required by (i) Rule 13a-14 or Rule 15d-14 under the Exchange Act; or (ii) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act) with respect to all applicable Company SEC Documents. The Company maintains disclosure controls and procedures required by Rule 13a-15 or

Rule 15d-15 under the Exchange Act, which such controls and procedures are designed to ensure that all material information concerning the Company and its Subsidiaries is made known on a timely basis to the individuals responsible for the preparation of the Company SEC Documents. The Company has disclosed, based on its most recent evaluation of the Company's internal control over financial reporting prior to the date of this Agreement, to the Company's auditors and the audit committee of the Company Board (i) any significant deficiencies and material weaknesses in the design or operation of its internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred since January 1, 2018 and are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (ii) any fraud whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting. The Company has made available to Parent all such disclosures made by management to the Company's auditors and audit committee since January 1, 2018.

(e) The Company and its Subsidiaries do not have any liabilities or obligations of any nature (whether absolute or contingent, asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued) required by GAAP to be reflected or reserved on a consolidated balance sheet of the Company (or the notes thereto) except (i) as disclosed, reflected or reserved against in the Company's consolidated audited balance sheet as of December 29, 2018 or the notes thereto included in the Company's Annual Report on Form 10-K filed prior to the date hereof for the fiscal year ended December 29, 2018, (ii) for liabilities and obligations incurred in the ordinary course of business since December 29, 2018, (iii) for liabilities and obligations arising out of or in connection with this Agreement, the Offer, the Merger or the Transactions and (iv) for liabilities and obligations that, individually or in the aggregate, have not had, or would not reasonably be expected to have, a Company Material Adverse Effect.

3.6 *Absence of Certain Changes or Events.* Since September 30, 2019, through the date of this Agreement, (a) the Company and its Subsidiaries have conducted their businesses in all material respects in the ordinary course and in a manner consistent with past practice and (b) there has not been any Effect that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect. Since September 30, 2019 through the date of this Agreement, neither the Company nor any of its Subsidiaries has taken any action that would have constituted a breach of, or required Parent's consent pursuant to, *Sections 5.1(e), (f), (g), (h), (m), (p), (q), (r)* or *(s)* had the covenants therein applied since September 30, 2019.

3.7 *Offer Documents; Schedule 14D-9.* None of the information supplied or to be supplied by the Company for inclusion or incorporation by reference in the Offer Documents will, when filed with the SEC, when distributed or disseminated to holders of Shares and Preferred Shares and at the Expiration Date, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading (except that no representation or warranty is made by the Company to such portions thereof that relate to Parent and its Subsidiaries, including Merger Sub, or to statements made therein based on information supplied by or on behalf of Parent for inclusion or incorporation by reference therein). The Schedule 14D-9 (and any amendment or supplement thereto), will not, when filed with the SEC, at the time of distribution or dissemination thereof to the stockholders of the Company, and at the Expiration Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading (except that make no representation or warranty is made by the Company with respect to such portions thereof that relate expressly to Parent and its Subsidiaries, including Merger Sub, or to statements made therein based on information supplied by or on behalf of Parent for inclusion or incorporation by reference therein). The Schedule 14D-9 will comply as to form in all material respects with the requirements of the Exchange Act and other applicable Law.

3.8 *Legal Proceedings.* There are no Proceedings pending, or to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries or any of their respective assets or properties or any of the officers or directors of the Company, except, in each case, for those that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries nor any of their respective assets or properties is or are subject to any Order, except for those that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

3.9 *Compliance with Laws and Orders*.

(a) With the exception of Information Privacy Laws, the representations for which are set forth in *Section 3.17*, the Company and its Subsidiaries are in compliance and since January 1, 2018 have been in compliance with all Laws and Orders applicable to the Company or any of its Subsidiaries or any assets owned or used by any of them except where any non-compliance, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received any written communication since January 1, 2018 from a Governmental Entity that alleges that the Company or any of its Subsidiaries is not in compliance with any such Law or Order, except where any non-compliance, individually or in the aggregate, has not had and would not reasonably be expected to have, a Company Material Adverse Effect.

(b) Except as has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect, in the past five (5) years, none of the Company, its Subsidiaries, or any of their respective directors, officers, employees, distributors, suppliers, agents, or other Persons acting for or on behalf of any of any of the foregoing (i) has used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, or (ii) has taken any act that would cause the Company or any of its Subsidiaries to be violation of any provision of the Foreign Corrupt Practices Act of 1977 (the "*FCPA*"), the UK Bribery Act 2010 ("*Bribery Act*"), or any other applicable anti-corruption laws. The Company and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance in all material respects by the Company and its Subsidiaries and their respective directors, officers, employees, distributors, suppliers, agents, and other Persons acting for or on behalf of any of any of the foregoing with the FCPA, the Bribery Act, and any other applicable anti-corruption Laws.

(c) Except as has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect, the Company and each of its Subsidiaries are in compliance and have for the past five (5) years complied with all applicable import and export control laws, including statutory and regulatory requirements under the Arms Export Control Act (22 U.S.C. § 2778), the International Traffic in Arms Regulations (22 C.F.R. pt. 120 et seq.), the Export Administration Regulations (15 C.F.R. pt. 730 et seq.), and applicable sanctions (collectively, the "*International Trade Laws*"). During the past five (5) years, neither the Company nor any Subsidiary nor any of their respective directors, officers, employees, agents, representatives, and any other Person acting for or on behalf of the Company or its Subsidiaries has: (i) been organized, operated, or resided in; or (ii) had any transactions, business or financial dealings that benefited, or directly or indirectly involved, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region of the Ukraine. Except as has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries has received any written or other communication during the past five (5) years from any Governmental Entity that alleges that the Company or any Subsidiary is not, or may not be, in compliance with, or has, or may have, any liability under, applicable International Trade Laws. The Company and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance in all material respects

by the Company and its Subsidiaries and their respective directors, officers, employees, distributors, suppliers, agents, and other Persons acting for or on behalf of any of any of the foregoing with any applicable International Trade Laws.

(d) Except as has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect , the Company and each of its Subsidiaries are and have for the past five (5) years complied with all applicable requirements of state, federal, and local consumer reporting and other consumer protection statutes and regulations, including, (i) the Fair Credit Reporting Act of 1970, as amended, and the rules and regulations promulgated thereunder, (ii) the prohibitions against unfair, deceptive, or abusive acts or practices and (iii) laws and regulations regarding auto-renewing contracts, (collectively, the "*Consumer Protection Laws*"), and no action, suit, proceeding, or investigation 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 Consumer Protection Laws is pending or threatened.

(e) Except as has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect, the Company and each of its Subsidiaries are in compliance and have for the past five (5) years complied with all applicable laws related to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, including, the USA PATRIOT Act and the Bank Secrecy Act of 1970. Except as has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries has received any written or, to the Knowledge of the Company, other communication during the past five (5) years from any Governmental Entity that alleges that the Company or any Subsidiary is not, or may not be, in compliance with, or has, or may have, any liability under, applicable Anti-Money Laundering Laws. The Company and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance by the Company and its Subsidiaries and their respective directors, officers, employees, distributors, suppliers, agents, and other Persons acting for or on behalf of any of any of the foregoing with any applicable Anti-Money Laundering Laws, except where failure to have any such policies or procedures, individually or in the aggregate, has not had and would not reasonably be expected to have, a Company Material Adverse Effect. Without limiting the foregoing, except as has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect, (a) at all times during the past five (5) years, the Company and its Subsidiaries have obtained all governmental licenses and made all necessary registration and filings required under applicable Anti-Money Laundering Laws.

3.10 *Permits*. The Company and each of its Subsidiaries have all required governmental licenses, permits, certificates, approvals, franchises, grants, accreditations, registrations, easements, variances, exceptions, consents, billing and authorizations ("*Permits*") necessary for the conduct of their business and the use of their properties and assets, as presently conducted and used, and each of the Permits is valid, subsisting and in full force and effect, except where the failure to have or maintain such Permit, individually or in the aggregate, has not had and would not reasonably be expected to have, a Company Material Adverse Effect. The operation of the Company and its Subsidiaries as currently conducted is not, and has not been since January 1, 2018, in violation of, nor is the Company or its Subsidiaries in default or violation under, any Permit (except for such past violation or default as has been remedied and imposes no continuing obligations or costs on the Company or its Subsidiaries), and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any term, condition or provision of any Permit, except where such default or violation of such Permit, individually or in the aggregate, has not had and would not reasonably be expected to have, a Company Material Adverse Effect. There are no actions pending or, to the Knowledge of the Company, threatened, that seek the revocation, cancellation or modification of any Permit, except where such revocation, cancellation or modification, individually or in the aggregate, has not had and would not reasonably be expected to have, a Company Material Adverse Effect.

3.11 *Employee Benefit Plans*.

(a) *Section 3.11(a)* of the Company Disclosure Schedule sets forth a true and complete list of each material Company Benefit Plan. "*Company Benefit Plan*" shall mean each (i) "employee benefit plan" as defined in Section 3(3) of ERISA, whether written or unwritten, and whether or not subject to ERISA and (ii) each other employment or employee benefit plan, program, practice, policy, arrangement, or agreement, whether written or unwritten, including any compensation, employment, consulting, end of service or severance, termination protection, change in control, transaction bonus, retention, pension, retirement, profit-sharing, deferred compensation, stock option, equity or equity-based compensation, stock purchase, employee stock ownership, vacation, holiday pay or other paid time off, bonus or other incentive plans, medical, retiree medical, vision, dental or other health plans, life insurance plans, other employee benefit plans or fringe benefit plans or other similar compensation or employee benefit plan, program or arrangement, in each case, (x) that is sponsored, maintained, administered, contributed to, participated in or entered into by the Company or its Subsidiaries for the current or future benefit of any current or former director, officer, employee or independent contractor or consultant of the Company or its Subsidiaries who is a natural person (each, a "*Service Provider*"), (y) with respect to which the Company or any of its Subsidiaries has any liability or (z) to which the Company or any of its Subsidiaries is a party; *provided*, for the avoidance of doubt, that the following need not be set forth on *Section 3.11(a)* of the Company Disclosure Schedule: (i) any employment contracts or consultancy agreements for employees or consultants who are natural persons that (A) do not provide for severance, retention, change in control, transaction bonus or other material compensation or benefits or (B) are in all material respects consistent with a standard form previously made available to Parent where the severance period or required notice of termination provided is not in excess of thirty (30) days or such longer period as is required under local Law, and (ii) plans or arrangements required to be provided to a Service Provider pursuant to applicable Law without discretion as to the level of benefits.

(b) The Company has made available to Parent a true and complete copy of the following items with respect to each material Company Benefit Plan: (i) the plan document or other governing Contract, including all related trust documents, insurance contracts or other funding arrangements, and all amendments thereto, (ii) for the most recent plan year, the IRS Form 5500 and all schedules thereto, (iii) the most recently distributed summary plan description and any summary of material modifications thereto, (iv) written summaries of all non-written Company Benefit Plans, (v) the most recently received IRS determination letter or opinion letter, as applicable and (vi) the most recently prepared financial statements, if applicable.

(c) Except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(i) each Company Benefit Plan has been administered in all material respects in accordance with its terms and all applicable Laws, including ERISA and the Code, and all contributions, premiums, or other payments that are due have been paid;

(ii) each Company Benefit Plan which is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS as to its qualified status and, to the Company's Knowledge, no fact or event has occurred that could adversely affect the qualified status of any such Company Benefit Plan or the exempt status of any associated trust;

(iii) there has been no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code and other than a transaction that is exempt under a statutory or administrative exemption) with respect to any Company Benefit Plan; and

(iv) no Proceeding has been brought, or to the Knowledge of the Company is threatened, against or with respect to any such Company Benefit Plan, including any audit or inquiry by the IRS or United States Department of Labor (other than routine benefits claims).

(d) Neither the Company, nor any of its Subsidiaries, nor any Company ERISA Affiliate has in the past six (6) years maintained, sponsored, participated in or contributed to (or been obligated to maintain, sponsor, participate in or contribute to) any (i) "multiemployer plan" (within the meaning of Section 3(37) of ERISA), (ii) plan that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or (iii) any defined benefit pension plan, including any defined benefit pension plan that is maintained primarily for the benefit of any Service Provider outside of the United States.

(e) Neither the execution of this Agreement nor the consummation of the Transactions (alone or in conjunction with any other event, including any termination of employment) will except as required under this Agreement (i) entitle any current or former Service Provider to any compensation or benefit (including any bonus, retention, severance pay or any similar compensation or benefit) under any Company Benefit Plan, (ii) accelerate the time of payment or vesting, result in any payment or funding (through a grantor trust or otherwise) or increase the amount of any compensation or benefits under any Company Benefit Plan, (iii) result in any restriction on the right of the Company or any of its Subsidiaries or, after the consummation of the Merger or the Transactions, the Surviving Corporation, to merge, amend, terminate or transfer any Company Benefit Plan on or following the Closing or (iv) result in the forgiveness of any indebtedness of any current or former Service Provider.

(f) No amounts payable under the Company Benefit Plans will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code or be subject to excise tax under Section 4999 of the Code.

(g) Neither the Company nor any of its Subsidiaries has any obligation to gross-up, indemnify or otherwise reimburse any current or former Service Provider for any excise or additional Tax, interest or penalties incurred by such individual under Section 4999 or Section 409A of the Code.

(h) No Company Benefit Plan provides post-employment, medical, disability or life insurance benefits to any current or former Service Provider or their dependents, other than (i) as required by Law, including under Section 4980B of the Code, (ii) the full cost of which is borne by the Service Provider or former Service Provider (or any beneficiary of the Service Provider or former Service Provider) or (iii) benefits provided during the period a former employee is receiving severance pay.

3.12 *Employee and Labor Matters*.

(a) Neither the Company nor any of its Subsidiaries is a party to or bound by a collective bargaining agreement, agreement with any works council or other labor-related contract or arrangement with any labor or trade union, labor organization or works council (each, a "*Labor Agreement*"), nor is any such Labor Agreement presently being negotiated, nor, to the Knowledge of the Company, are there any employees of the Company or any of its Subsidiaries represented by a labor or trade union, labor organization or works council with respect to their employment with or service to the Company or any of its Subsidiaries. With respect to the employees of the Company and its Subsidiaries, there are no pending or, to the Knowledge of the Company, threatened (i) representation or certification proceedings or unfair labor practice complaints brought before or filed with the National Labor Relations Board or any other labor relations tribunal or authority, (ii) labor organizing efforts or campaigns, nor have there been any such labor organizing efforts or campaigns since January 1, 2016, or (iii) labor strike, dispute, lockout,

slowdown, stoppage or other material organized work interruption or labor-related grievance, nor have there been any such labor issues since January 1, 2016.

(b) Except where any non-compliance has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries are in compliance with all Labor Agreements and applicable Laws respecting employment and employment practices, including all Laws respecting terms and conditions of employment, health and safety, wage payment, wages and hours, independent contractor classification, classification of employees as exempt versus nonexempt, equal pay, child labor, immigration and work authorizations, employment discrimination and harassment, employee leave issues, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, social welfare obligations and unemployment insurance.

(c) Except where any breach has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, to the Knowledge of the Company, no key employee of the Company or any of its Subsidiaries has materially breached any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to the Company or any of its Subsidiaries or (ii) to a former employer of any such employee relating (A) to the right of any such employee to be employed by the Company or any of its Subsidiaries or (B) to the knowledge or use of trade secrets or proprietary information.

(d) To the Knowledge of the Company, in the last five (5) years, no allegations of sexual harassment or similar misconduct have been made against (i) any officer of the Company or its Subsidiaries in his or her capacity as such or (ii) an employee of the Company or its Subsidiaries at a level of Vice President or above in his or her capacity as an employee of the Company or its Subsidiaries.

3.13 *Environmental Matters.* Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(a) The Company and each of its Subsidiaries (i) is in compliance with all, and has no liability under any, Environmental Laws, (ii) has and holds, or has applied for, all Environmental Permits necessary for the conduct of their business and the use of their properties and assets, as currently conducted and used, and (iii) is in compliance with their respective Environmental Permits.

(b) There are no Environmental Claims pending nor, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, and none of the Company or any of its Subsidiaries has received any written notification of any allegation of actual or potential responsibility for any Release or threatened Release of any Hazardous Materials.

(c) None of the Company or any of its Subsidiaries (i) has entered into or agreed to any consent decree or consent order or is otherwise subject to any judgment, decree, or judicial or administrative order relating to compliance with Environmental Laws, Environmental Permits or to the investigation, sampling, monitoring, treatment, remediation, response, removal or cleanup of Hazardous Materials and no Proceeding is pending or, to the Knowledge of the Company, threatened with respect thereto, or (ii) is an indemnitor by contract or otherwise in connection with any claim, demand, suit or action threatened or asserted by any third-party for any liability under any Environmental Law or otherwise relating to any Hazardous Materials.

(d) The Company has provided to Parent copies of any Phase I or Phase II environmental site assessments, any environmental compliance audits and any other material documents relating to compliance with or liability under any Environmental Laws.

3.14 *Real Property; Title to Assets*.

(a) *Section 3.14(a)* of the Company Disclosure Schedule sets forth a true and complete list of all real property owned in fee by the Company or any of its Subsidiaries (together with all buildings, improvements and fixtures located thereon and appurtenances thereto, collectively, the "*Company Owned Real Property*") and the address for each Company Owned Real Property. The Company or any of its Subsidiaries, as the case may be, holds good and valid fee title to the Company Owned Real Property, free and clear of all Liens, except for Permitted Liens. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, all buildings, structures, improvements and fixtures located on the Company Owned Real Property are in a state of good operating condition and are sufficient for the continued conduct of business in the ordinary course, subject to reasonable wear and tear.

(b) *Section 3.14(b)* of the Company Disclosure Schedule sets forth (i) a true and complete list of all real property leased, subleased or otherwise occupied (whether as a tenant, subtenant or pursuant to other occupancy arrangements) by the Company or any of its Subsidiaries (collectively, the "*Company Leased Real Property*"), (ii) the address for each parcel of Company Leased Real Property, and (iii) a description of the applicable lease, sublease or other agreement therefore and any and all amendments and modifications relating thereto. No Company Lease Agreement is subject to any Lien, including any right to the use or occupancy of any Company Leased Real Property, other than Permitted Liens.

(c) The Company Owned Real Property and the Company Leased Real Property are referred to collectively herein as the "*Company Real Property*". Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) each parcel of Company Real Property is in compliance with all existing Laws applicable to such Company Real Property, and (ii) neither the Company nor any of its Subsidiaries has received written notice of any Proceedings in eminent domain, condemnation or other similar Proceedings that are pending, and to the Company's Knowledge there are no such Proceedings threatened, affecting any portion of the Company Real Property.

(d) The Company or a Subsidiary of the Company has good and marketable title to, or a valid and binding leasehold or other interest in, all tangible personal property necessary for the conduct of the business of the Company and its Subsidiaries, taken as a whole, as currently conducted, free and clear of all Liens (except for Permitted Liens) except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

3.15 *Tax Matters.* Except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(a) all Tax Returns that are required to be filed by any of the Company or its Subsidiaries have been filed, and all such Tax Returns are true, complete, and accurate;

(b) each of the Company and its Subsidiaries has paid all Taxes required to be paid by it, other than Taxes for which adequate reserves have been established in accordance with GAAP on the financial statements of the Company and its Subsidiaries;

(c) the Company and its Subsidiaries have withheld any Taxes required to be withheld from amounts owing to, or collected from, any employee, creditor, or other third party;

(d) no deficiencies for Taxes have been claimed, proposed or assessed by any Governmental Entity in writing against the Company or any of its Subsidiaries except for deficiencies which have been satisfied, settled or withdrawn;

(e) there is no ongoing audit, examination, investigation or other proceeding with respect to Taxes of the Company or any of its Subsidiaries, nor has been any threatened in writing;

(f) neither the Company nor any of its Subsidiaries has waived or extended any statute of limitations with respect to Taxes, which waiver or extension remains in effect;

(g) neither the Company nor any of its Subsidiaries has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355(a) of the Code in the two (2) years prior to the date of this Agreement;

(h) neither the Company nor any of its Subsidiaries is a party to any Tax allocation, sharing or indemnity agreement (other than any agreement the primary purpose of which is not related to Taxes);

(i) neither the Company nor any of its Subsidiaries has been a member of an affiliated group filing a consolidated return for U.S. federal income tax purposes, other than a group of which the Company or one of its Subsidiaries has been the common parent;

(j) neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date, as a result of any (i) change in method of accounting pursuant to Section 481 of the Code (or any similar provision of state, local or non-U.S. Law) requested or filed prior to the Closing, (ii) the use of an incorrect method of accounting for a Tax period prior to the Closing Date, (iii) installment sale or open transaction disposition made prior to the Closing Date outside the ordinary course of business, or (iv) "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) entered into on or prior to the date hereof; and

(k) neither the Company nor any of its Subsidiaries has entered into any "listed transaction" within the meaning of Treasury Regulation Sections 1.6011-4(b)(2) (or any similar provision of state, local or non-U.S. Law).

(l) The representations and warranties set forth in this *Section 3.15* and, to the extent relating to Tax matters, *Section 3.11*, constitute the sole and exclusive representations and warranties of the Company regarding Tax matters.

3.16 *Material Contracts*.

(a) *Section 3.16(a)* of the Company Disclosure Schedule sets forth a true and complete list, as of the date hereof, of each of the following Contracts (other than any Company Benefit Plans) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of their assets or businesses are bound (and any material amendments, supplements and modifications thereto):

(i) Contracts with any of the top ten (10) largest suppliers by purchases made by the Company or any of its Subsidiaries during the nine (9) month period ended September 30, 2019;

(ii) Contracts with any of the top ten (10) largest customers by purchases made by such customer during the nine (9) month period ended September 30, 2019;

(iii) Contracts concerning the establishment or operation of a partnership, joint venture, alliance or limited liability company;

(iv) Contracts that materially affect the use or enforcement by the Company or its Subsidiaries of any material Intellectual Property rights owned by the Company or its

Subsidiaries (including settlement agreements, covenants not to assert, and consents to use), excluding any Contracts that are non-exclusive and entered into in the ordinary course of business;

(v) Contracts pursuant to which the Company or its Subsidiaries grants or obtains any right to use any material Intellectual Property rights, excluding agreements with customers or end-users, confidentiality or non-disclosure agreements, agreements with employees or staff augmentation contractors, and any non-exclusive licenses of Intellectual Property (including end-user click-wrap or shrink-wrap licenses to software or databases that are generally commercially available) entered into in the ordinary course of business;

(vi) the lease agreements of the Company or any of its Subsidiaries that pertain to each parcel of Company Leased Real Property (each, a "*Company Lease Agreement*");

(vii) Contracts containing (A) a covenant materially restricting the ability of the Company or any of its Subsidiaries (or, after consummation of the Merger, would materially restrict the Surviving Corporation or its affiliates) to engage in any line of business in any geographic area or to compete with any Person, to market any product or to solicit customers; (B) a provision granting the other party "most favored nation" status or equivalent preferential pricing terms; or (C) "exclusivity" or any similar requirement in favor of a third party;

(viii) Contracts that involve future expenditures or receipts by the Company or any of its Subsidiaries of more than two hundred fifty thousand dollars ($250,000) in any one (1) year period that cannot be terminated on less than ninety (90) days' notice without material payment or penalty;

(ix) Contracts that relate to the acquisition or disposition (whether by merger, consolidation, purchase or sale of stock or otherwise) of any interest in any Person or any business, line of business or division thereof, or a material portion of the assets of any Person that has not yet been consummated or that has continuing material obligations;

(x) Contracts prohibiting or restricting the payment of dividends or distributions in respect of the equity interests of the Company or any of its Subsidiaries, prohibiting the pledge of equity interests of the Company or any of its Subsidiaries or prohibiting the issuance of indebtedness for borrowed money or guarantees by the Company or any of its Subsidiaries;

(xi) settlement, conciliation or similar agreements (A) with any Governmental Entity, (B) which would require the Company or its Subsidiaries, taken as a whole, to pay consideration of more than three hundred seventy-five thousand dollars ($375,000) after the date of this Agreement or (C) which subjects the Company or any of its affiliates to any material ongoing obligations or restrictions;

(xii) indentures, credit agreements, loan agreements and similar instruments pursuant to which the Company or any of its Subsidiaries has or will incur or assume any indebtedness or has or will guarantee or otherwise become liable for any indebtedness of any other Person for borrowed money in excess of two hundred fifty thousand dollars ($250,000), other than any indentures, credit agreements, loan agreements or similar instruments solely between or among any of the Company and any of its wholly-owned Subsidiaries;

(xiii) Contracts under which there has been imposed a material Lien (other than a Permitted Lien) on any of the assets, tangible or intangible, of the Company or any of its Subsidiaries; or

(xiv) any Labor Agreement.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) all Contracts (A) set forth or required to be set forth in *Section 3.16(a)* of the Company Disclosure Schedule, (B) filed or required to be filed as exhibits to the Company SEC Documents or (C) pursuant to which the Company obtains any material right to use material Intellectual Property rights on a non-exclusive basis (collectively, the "*Company Material Contracts*") are valid, binding and in full force and effect and are enforceable by the Company or the applicable Subsidiary in accordance with their terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles, (ii) the Company, or the applicable Subsidiary, has performed all obligations required to be performed by it under the Company Material Contracts, and it is not (with or without notice or lapse of time, or both) in breach or default thereunder and, to the Knowledge of the Company, no other party to any Company Material Contract is (with or without notice or lapse of time, or both) in breach or default thereunder and (iii) since January 1, 2018, neither the Company nor any of its Subsidiaries has received written notice of any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any Company Material Contract. The Company has made available to Parent true and complete copies (including all written amendments or other material modifications) of each Company Material Contract.

3.17 *Intellectual Property*; Data Protection; Cybersecurity.

(a) *Section 3.17(a)* of the Company Disclosure Schedule sets forth a list of all (i) issued patents and pending patent applications, (ii) trademark and service mark registrations and applications, (iii) copyright registrations and applications, and (iv) internet domain name registrations, in each case that are owned by the Company or any of its Subsidiaries (collectively, the "*Company Registered Intellectual Property*"). All items of Company Registered Intellectual Property are in material compliance with all formal legal requirements and have been duly maintained (including the payment of maintenance fees) and are not expired, cancelled or abandoned, except for such issuances, registrations or applications that the Company or one of its Subsidiaries have permitted to expire or has cancelled or abandoned in its reasonable business judgment. The Company Registered Intellectual Property is valid, subsisting and enforceable; *provided* that the foregoing representation and warranty is made to the Company's Knowledge with respect to any pending patent or trademark applications included in the Company Registered Intellectual Property. No Proceeding is pending or, to Knowledge of the Company, is threatened, that challenges the legality, validity, enforceability, registration, use or ownership of any Company Registered Intellectual Property.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or one of its Subsidiaries (i) is the owner of and possesses all right, title and interest in and to the Company Owned Intellectual Property, free and clear of all Liens (other than Permitted Liens), and (ii) has the right to use, sell, license and otherwise exploit, as the case may be, all other Intellectual Property as the same is currently used, sold, licensed and otherwise exploited by the Company and its Subsidiaries.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, neither the execution and delivery of this Agreement by the Company, nor the performance of this Agreement by the Company, will result in the loss, forfeiture, termination, or impairment of, or give rise to a right of any Person to limit, terminate, or consent to the continued use of, any rights of the Company or any of its Subsidiaries in any Company Intellectual Property.

(d) To the Knowledge of the Company, neither the Company nor any of its Subsidiaries is infringing, misappropriating, diluting, or otherwise violating the Intellectual Property rights of any Person. Neither the Company nor any of its Subsidiaries has received any written charge,

complaint, claim, demand, or notice since January 1, 2019 (or earlier, if presently not resolved) alleging any such infringement, misappropriation, dilution, or violation (including any written claim that the Company or any of its Subsidiaries must license or refrain from using any Intellectual Property rights of any Person). To the Knowledge of the Company, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, no Person is infringing, misappropriating, diluting or otherwise violating any Company Owned Intellectual Property. Neither the Company nor any of its Subsidiaries has made or asserted any written charge, complaint, claim, demand or notice since January 1, 2019 (or earlier, if presently not resolved) alleging any such infringement, misappropriation, dilution, or violation.

(e) The Company and its Subsidiaries take commercially reasonable actions to protect and preserve the confidentiality of their trade secrets and the security of their material computer software, websites and systems (including the confidential data transmitted thereby or stored therein), including implementing a policy requiring employees and contractors who are reasonably expected to receive access to trade secrets to sign nondisclosure agreements and all employees who develop material Intellectual Property for the Company or its Subsidiaries to execute written agreements assigning all rights to such Intellectual Property to the Company or its Subsidiaries. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, to the Knowledge of the Company, there has been no unauthorized use or disclosure of any trade secrets included in the Company Owned Intellectual Property.

(f) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the incorporation, linking, calling, distribution or other use in, by or with any product or service currently developed, marketed, licensed, sold, performed, distributed or otherwise made available by the Company or any of its Subsidiaries (the "*Products*"), of any Free or Open Source Software, does not (i) obligate the Company or any of its Subsidiaries to disclose, make available, offer or deliver any portion of the source code of such Product or component thereof to any third party, other than the applicable Free or Open Source Software or (ii) require that any Product be licensed for the purpose of making derivative works, or be licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or be redistributed at no charge, other than the applicable Free or Open Source Software. Except as would not, individually or in the aggregate, reasonable by expected to have a Company Material Adverse Effect, the Company and its Subsidiaries are in material compliance with all terms and conditions of any license for Free or Open Source Software that is contained in, incorporated into, lined or called by, distributed with, or otherwise used by any Product.

(g) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Software Programs, computer systems, servers, network equipment and other computer hardware owned, leased or licensed by the Company and its Subsidiaries are adequate and sufficient for the operation of the business of the Company and its Subsidiaries as currently conducted.

(h) For the purposes of this Section 3.17(h), the terms "controller," "data subject," "personal data," "personal data breach," "processor," "processing," and "special categories of personal data" shall have the meaning given to them in the GDPR.

(i) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries are in compliance with all Information Privacy Laws to protect the security and confidentiality of personal data. The Company and its Subsidiaries have (i) implemented appropriate policies, notices, procedures and logs in relation to the processing and transfer of personal data and carried out regular staff training, testing, audits or other mechanisms designed to ensure and monitor compliance with such policies and procedures; (ii) appointed a data protection officer,

if so required under Information Privacy Laws; (iii) maintained and kept records of all personal data processing activities undertaken by the Company or its Subsidiaries as required under Information Privacy Laws; (iv) issued fair processing notices to the relevant data subjects in accordance with Information Privacy Laws; (v) carried out data protection impact assessments as required under applicable Information Privacy Laws; and (vi) obtained, or required processors to obtain, appropriate consents, approvals and/or authorization to process and transfer such personal data, including any special categories of personal data, lawfully and in accordance with Information Privacy Laws.

(ii) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries have in place written agreements with any third party that processes personal data on behalf of the Company or its Subsidiaries, which contain provisions obligations such third party processor to protect and maintain the confidentiality and security of personal data as required under Information Privacy Laws. To the extent required under Information Privacy Laws, the Company and its Subsidiaries have developed and implemented data processing agreements or addenda in relation to all applicable Material Contracts, which comply in all material respects with the mandatory requirements set out in Article 28 GDPR.

(iii) The Company and its Subsidiaries have implemented and maintain reasonable technical and organizational measures designed to protect personal data and other data relating to the business of the Company and its Subsidiaries against accidental or unlawful destruction, accidental loss, alteration, or unauthorized disclosure or access, with a level of security appropriate to the risk as required under Information Privacy Laws, including a process for testing, assessing and evaluating the effectiveness of such security measures.

(iv) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company and its Subsidiaries have implemented business continuity and disaster recovery plans, and security, maintenance, backup, archiving, and virus and malicious device scanning and protection measures with respect to the material Company information technology systems consistent with industry practices and applicable Information Privacy Laws. The Company and its Subsidiaries carry out regular external and/or internal penetration tests and vulnerability assessments, documented in writing, of their information technology systems and business environment to identify any cybersecurity threats.

(v) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries have not (i) suffered any personal data breaches, security incidents, misuse of or unauthorized access to or disclosure of any personal data in the possession or control of the Company or its Subsidiaries or collected, used or processed by or on behalf of the Company or its Subsidiaries and the Company and its Subsidiaries have not provided or been required to provide any notices to any individual in connection with a disclosure of personal data, in any material respect, (ii) received any past and to the Knowledge of the Company, pending or threatened claims from individuals exercising their rights under or concerning the violation of any Information Privacy Laws and (iii) been subject to any past and to the Knowledge of the Company, pending or threatened investigations, notices or requests from any Governmental Entity in relation to their data processing or cybersecurity activities. No Proceeding has been filed or commenced or, to the Knowledge of the Company, threatened against, the Company or any of its Subsidiaries alleging any failure to comply with any Information Privacy Laws.

3.18 *Broker's Fees.* Except for the financial advisors' fees set forth in *Section 3.18* of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries nor any of their respective officers or directors on behalf of the Company or such Subsidiaries has employed any

financial advisor, broker or finder or incurred any liability for any financial advisory, broker's fees, commissions or finder's fees in connection with any of the Transactions.

3.19 *Opinion of Financial Advisor.* Morgan Stanley & Co. LLC, the Company's financial advisor, has delivered to the Company Board its opinion in writing or orally, in which case, such opinion will be subsequently confirmed in writing, to the effect that, as of the date thereof and subject to the various assumptions made, procedures followed, matters considered, and the qualifications and limitations on the scope of review undertaken by Morgan Stanley & Co. LLC as set forth in its written opinion, the Share Offer Price of $15.00 and the Merger Consideration of $15.00 to be received by the holders of Shares pursuant to this Agreement is fair from a financial point of view to such holders. A copy of such opinion will promptly be delivered to Parent for informational purposes only following receipt thereof by the Company.

3.20 *Insurance.* The Company and its Subsidiaries have paid, or have caused to be paid, all premiums due under its existing policies and have not received written notice that they are in default with respect to any obligations under such policies other than as has not had, or would not reasonably be expected to have, a Company Material Adverse Effect. Except as has not had, or would not reasonably be expected to have, a Company Material Adverse Effect, all errors and omissions, property and casualty, general liability and business interruption insurance policies of the Company and its Subsidiaries and all self-insurance programs and arrangements relating to the business, assets and operations of the Company and its Subsidiaries are in full force and effect. Neither the Company nor any of its Subsidiaries has received any written notice of cancellation or termination with respect to any existing insurance policy that is held by, or for the benefit of, any of the Company or any of its Subsidiaries, other than as has not had, or would not reasonably be expected to have, a Company Material Adverse Effect.

3.21 *Affiliate Party Transactions.* Other than the Company Benefit Plans, no stockholders, members, managers, directors, officers, employees, agents or affiliates (other than the Company or its Subsidiaries) of the Company or any of its Subsidiaries is a party to any Contract with or binding upon the Company or any of its Subsidiaries or any of their respective properties or assets or has any material interest in any property used by the Company or its Subsidiaries, in each case, that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act that has not been disclosed.

3.22 *No Other Representations or Warranties*. Except for the representations and warranties expressly set forth in this *Article 3* and any certificate delivered in connection herewith, none of the Company, any of its affiliates or any other Person on behalf of the Company makes any express or implied representation or warranty with respect to the Company, its Subsidiaries or their respective businesses or with respect to any other information provided, or made available, to Parent, Merger Sub or their respective Representatives or affiliates in connection with the Transactions, including the accuracy or completeness thereof. Without limiting the foregoing, neither the Company nor any other Person on behalf of the Company will have or be subject to any liability or other obligation to Parent, Merger Sub or their Representatives or affiliates or any other Person resulting from Parent's, Merger Sub's or their Representatives' or affiliates' use of any projections, forecasts or similar material made available to Parent, Merger Sub or their Representatives or affiliates, including any such information made available in the electronic data room maintained by the Company for purposes of the Transactions or contained in a teaser, marketing material, confidential information memorandum, management presentations, responses to questions submitted on behalf of Parent, Merger Sub or their respective Representatives or in any other form in connection with the transactions contemplated by this Agreement, unless and to the extent any such projections, forecasts or similar material is expressly included in a representation or warranty contained in this *Article 3*.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except as set forth in the corresponding section or subsection of the disclosure schedule delivered by Parent and Merger Sub to the Company (the "*Parent Disclosure Schedule*") prior to the execution of this Agreement (with specific reference to the representations and warranties in this *Article 4* to which the information in such schedule relates; *provided* that, disclosure in the Parent Disclosure Schedule as to a specific representation or warranty shall qualify any other sections of this *Article 4* to the extent (notwithstanding the absence of a specific cross reference) it is reasonably apparent on its face that such disclosure relates to such other sections), Parent and Merger Sub hereby represent and warrant to the Company as follows:

4.1 *Corporate Organization.* Each of Parent and Merger Sub is a corporation or other entity duly organized, validly existing and, to the extent applicable, in good standing under the laws of the jurisdiction of its organization and has the requisite corporate or other entity power and authority to own, operate or lease all of its properties and assets and to carry on its business as it is now being conducted. Each of Parent and Merger Sub is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, operated or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified, has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

4.2 *Authority, Execution and Delivery; Enforceability.* Each of Parent and Merger Sub has all necessary power and authority to execute and deliver this Agreement, to perform and comply with each of its covenants and obligations under this Agreement and to consummate the Transactions applicable to such party. The execution and delivery by each of Parent and Merger Sub of this Agreement, the performance and compliance by Parent and Merger Sub with each of its obligations herein and the consummation by Parent and Merger Sub of the Transactions applicable to it have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub, and no other corporate proceedings on the part of Parent or Merger Sub and no stockholder votes are necessary to authorize this Agreement or the consummation by Parent and Merger Sub of the Transactions to which it is a party. Each of Parent and Merger Sub has duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by the Company of this Agreement, this Agreement constitutes Parent's and Merger Sub's legal, valid and binding obligation, enforceable against each of Parent and Merger Sub in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

4.3 *No Conflicts*.

(a) None of the execution and delivery of this Agreement by Parent and Merger Sub, the making of the Offer, the acceptance for payment or payment for Shares or Preferred Shares, as applicable, pursuant to the Offer, and the performance of this Agreement by Parent and Merger Sub does or will, (i) conflict with or violate any provision of the certificate of incorporation, bylaws or similar organizational documents of Parent or Merger Sub, (ii) assuming that all consents, approvals, authorizations and permits described in *Section 4.3(b)* have been obtained and all filings and notifications described in *Section 4.3(b)* have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to Parent, Merger Sub or any other Subsidiary of Parent (each a "*Parent Subsidiary*" and, collectively, the "*Parent Subsidiaries*"), or by which any property or asset of Parent or any Parent Subsidiary is bound or affected or (iii) require any consent or approval under, result in any breach of or any loss of any benefit under, constitute a change of control or default (or an event which with notice or lapse of

time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of Parent or any Parent Subsidiary, including Merger Sub, pursuant to, any Contract or Permit to which Parent or any Parent Subsidiary is a party, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(b) Assuming the accuracy of the representations and warranties of the Company in *Section 3.4*, none of the execution and delivery of this Agreement by Parent and Merger Sub, the acceptance for payment or payment for Shares or Preferred Shares, as applicable, pursuant to the Offer, and the consummation by Parent and Merger Sub of the Transactions and compliance by Parent and Merger Sub with any of the terms or provisions hereof does or will, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity, except (i) under the Exchange Act and the rules and regulations of NYSE, (ii) as required or advisable under any applicable Competition Laws, (iii) the filing and recordation of the Certificate of Merger as required by the DGCL and (iv) where failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

4.4 *Litigation.* There is no Proceeding pending, or, to the Knowledge of Parent, threatened that, individually or in the aggregate, has had or would reasonably be expected to have a Parent Material Adverse Effect, and neither Parent nor Merger Sub is subject to any outstanding Order that, individually or in the aggregate, has had or would reasonably be expected to have a Parent Material Adverse Effect or that challenges the validity or propriety of the Merger.

4.5 *Sufficient Funds.* Parent has, and at the Effective Time will have, sufficient available cash on hand or other immediately available funds necessary to consummate the Transaction, including payment of the Aggregate Merger Consideration and all fees and expenses payable by Parent and Merger Sub related to the Transactions.

4.6 *Schedule 14D-9; Offer Documents.* None of the information supplied or to be supplied by Parent or Merger Sub for inclusion or incorporation by reference in the Schedule 14D-9 will, at the date that the Schedule 14D-9 (and any amendment or supplement thereto) will, when filed with the SEC, when distributed or disseminated to the stockholders of the Company, and at the Expiration Date , contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading (except that no representation or warranty is made by Parent or Merger Sub to such portions thereof that relate expressly to the Company or any of its Subsidiaries or to statements made therein based on information supplied by or on behalf of Company for inclusion or incorporation by reference therein). The Offer Documents (and any amendment or supplement thereto), will not, when filed with the SEC, at the time of distribution or dissemination thereof to the stockholders of the Company, and at the Expiration Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading (except that make no representation or warranty is made by Parent or Merger Sub with respect to such portions of the Offer Documents that relate expressly to the Company or any of its Subsidiaries or to statements made therein based on information supplied by or on behalf of Company for inclusion or incorporation by reference therein). The Offer Documents will comply as to form in all material respects with the provisions of the Exchange Act and any other applicable federal securities Laws.

4.7 *Ownership of Company Capital Stock.* None of Parent, Merger Sub or any Parent Subsidiary beneficially owns any Shares, Preferred Shares or other Equity Interests in the Company as of the date hereof. Neither Parent nor Merger Sub is, nor at any time during the last three (3) years has it been, an "interested stockholder" of the Company as defined in Section 203 of the DGCL (other than as contemplated by this Agreement).

4.8 *Ownership of Parent and Merger Sub.* All of the outstanding Equity Interests of Parent and Merger Sub have been duly authorized and validly issued. All of the issued and outstanding Equity Interests of Merger Sub are, and at the Effective Time will be, owned directly or indirectly by Parent. Merger Sub was formed solely for purposes of the Offer and the Merger and, except for matters incident to formation and execution and delivery of this Agreement and the performance of the Transactions, has not prior to the date hereof engaged in any business or other activities.

4.9 *No Stockholder and Management Arrangements.* Except for this Agreement and the Support Agreements, or as expressly authorized by the Company Board, neither Parent or Merger Sub, nor any of their respective affiliates, is a party to any Contracts, or has made or entered into any formal or informal arrangements or other understandings (including as to continuing employment), with any stockholder, director or officer of the Company relating to this Agreement, the Merger or any other transactions contemplated by this Agreement, or the Surviving Corporation or any of its affiliates, businesses or operations from and after the Effective Time.

4.10 *Brokers.* Neither Parent nor any Parent Subsidiary nor any of their respective officers or directors on behalf of Parent or such Parent Subsidiary has employed any financial advisor, broker or finder or incurred any liability for any financial advisory, broker's fees, commissions or finder's fees in connection with any of the Transactions.

4.11 *No Other Representations and Warranties*. Each of Parent and Merger Sub has conducted its own independent review and analysis of the business, operations, assets, Intellectual Property, technology, liabilities, results of operations, financial condition and prospects of the Company and each of them acknowledges that it and its Representatives have received reasonable access to such books and records, facilities, equipment, contracts and other assets of the Company and that it and its Representatives have had a reasonable opportunity to meet with the management of the Company and to discuss the business and assets of the Company. Each of Parent and Merger Sub acknowledges that neither the Company nor any Person on behalf of the Company makes any express or implied representation or warranty with respect to the Company or any of its Subsidiaries or with respect to any other information provided to Parent or Merger Sub in connection with the Transactions including the accuracy or completeness thereof other than the representations and warranties contained in *Article 3*. Each of Parent and Merger Sub acknowledges and agrees that, to the fullest extent permitted by applicable Law, the Company and its Subsidiaries, and their respective affiliates, stockholders, controlling persons or Representatives shall not have any liability or responsibility whatsoever to Parent, Merger Sub, any Parent Subsidiary, or their respective affiliates, stockholders, controlling persons or Representatives on any basis (including in contract or tort, under federal or state securities Laws or otherwise) based upon any statement, document, projections, estimates or other forward-looking information provided or made available (including in any data rooms, management presentations, information or descriptive memorandum or supplemental information) to Parent, Merger Sub, any Parent Subsidiary, or any of their respective affiliates, stockholders, controlling persons or Representatives, except as and only to the extent expressly set forth in *Article 3*.

ARTICLE 5
COVENANTS

5.1 *Conduct of Business by the Company Pending the Closing.* Between the date of this Agreement and the earlier of the Effective Time and the valid termination of this Agreement in accordance with *Article 7*, except as set forth in *Section 5.1* of the Company Disclosure Schedule or as otherwise expressly contemplated by any other provision of this Agreement, or with the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause each of its Subsidiaries to, use its commercially reasonable efforts to (i) conduct its operations only in the ordinary course of business in a manner consistent with past practice, and (ii) keep available the services of the current officers, employees and consultants of the Company and

each of its Subsidiaries and to preserve the goodwill and current relationships of the Company and each of its Subsidiaries with customers, suppliers and other Persons with which the Company or any of its Subsidiaries has business relations. Without limiting the foregoing, except as set forth in *Section 5.1* of the Company Disclosure Schedule or as otherwise expressly contemplated by any other provision of this Agreement, the Company shall not, and shall not permit any of its Subsidiaries to, between the date of this Agreement and the earlier of the Effective Time and the valid termination of this Agreement in accordance with *Article 7*, directly or indirectly, take any of the following actions without the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed):

(a) amend its certificate of incorporation or bylaws or equivalent organizational documents;

(b) issue, sell, pledge, dispose of, grant, transfer or encumber any shares of capital stock of, or other Equity Interests in, the Company or any of its Subsidiaries of any class, or securities convertible into, or exchangeable or exercisable for, any shares of such capital stock or other Equity Interests, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or other Equity Interests or such convertible or exchangeable securities of the Company or any of its Subsidiaries, other than the issuance of Shares upon the exercise of Company Options or settlement of Company RSUs, in each case, outstanding as of the date hereof in accordance with their terms;

(c) sell, pledge, dispose of, transfer, lease, license, guarantee or encumber any property or assets of the Company or any of its Subsidiaries (other than Intellectual Property), except (i) pursuant to existing Contracts set forth in Section 5.1(c) of the Company Disclosure Schedule or (ii) the sale or purchase of goods in the ordinary course of business consistent with past practice;

(d) sell, assign, pledge, transfer, exclusively license, abandon, or otherwise dispose of any material Company Owned Intellectual Property, except in the ordinary course of business consistent with past practice;

(e) declare, set aside, make or pay any dividend or other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of its capital stock or other Equity Interests, except for any dividends on Preferred Shares pursuant to Section 4(b) of the Certificate of Designations or dividends paid by a wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company;

(f) reclassify, combine, split, subdivide or amend the terms of, or redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock or other Equity Interests;

(g) adopt a plan of merger, merge or consolidate the Company or any of its Subsidiaries with any Person or adopt a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(h) acquire (including by merger, consolidation, or acquisition of stock or assets or other similar transaction) any Person, division or assets, other than acquisitions of inventory, equipment, personal property and raw materials in the ordinary course of business consistent with past practice;

(i) repurchase, redeem, defease, cancel, prepay, forgive, issue, sell or otherwise incur, or amend in any material respect the terms of, any indebtedness for borrowed money or any debt securities of the Company or any of its Subsidiaries or assume, guarantee or endorse, or otherwise as an accommodation become responsible for (whether directly, contingently or otherwise), the obligations of any Person (other than a wholly-owned Subsidiary of the Company), except the

Company and its Subsidiaries may incur indebtedness for borrowed money not to exceed one million dollars ($1,000,000) individually or in the aggregate;

(j) make any loans, advances, investments or capital contributions to, or investments in, any other Person (other than any wholly-owned Subsidiary of the Company);

(k) terminate, cancel or renew, or agree to any material amendment to or waiver under any Company Material Contract, or enter into or amend any Contract that, if existing on the date hereof, would be a Company Material Contract, other than in the ordinary course of business consistent with past practice;

(l) except to the extent required by this Agreement, applicable Law or the existing terms of any Company Benefit Plan: (i) increase the compensation, fees or benefits payable or to become payable to any current or former Service Provider except the payment of bonuses or commissions to any current or former Service Provider in the ordinary course for completed periods based on actual performance, (ii) grant any new incentive compensation to any current or former Service Provider, (iii) grant or provide any change in control, severance, termination. retention or similar payments or benefits to any current or former Service Provider (including any obligation to gross-up, indemnify or otherwise reimburse any such individual for any Tax incurred by any such individual, including under Section 409A or 4999 of the Code), (iv) establish, adopt, enter into, amend or terminate any Company Benefit Plan (or any plan, program, policy, agreement or arrangement that would be a Company Benefit Plan if it were in existence on the date hereof), other than amendments in the ordinary course of business that do not materially increase the expense of maintaining such plan, (v) take any action to accelerate the vesting, payment or funding of any compensation or benefits under any Company Benefit Plan, (vi) hire, engage or promote any employee with an annual base salary of one hundred fifty thousand dollars ($150,000) or more or any independent contractor or consultant who is a natural person and who is or would reasonably be expected to receive an annualized fee of twenty five thousand ($25,000) or more, (vii) terminate (other than for cause) the employment or service of (1) any employee in connection with any reduction in force or mass termination or (2) any employee with an annual base salary of one hundred fifty thousand dollars ($150,000) or more or any independent contractor or consultant who is a natural person and who is or would reasonably be expected to receive an annualized fee of twenty five thousand ($25,000) or more or (viii) change any material actuarial or other assumptions used to calculate funding obligations with respect to any Company Benefit Plan or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP;

(m) make any change in accounting policies, practices, principles, methods or procedures, other than as required by GAAP or by a Governmental Entity;

(n) compromise, settle or agree to settle any Proceeding other than compromises, settlements or agreements in the ordinary course of business consistent with past practice that involve only the payment of monetary damages not in excess of five hundred thousand dollars ($500,000) individually or two million five hundred thousand dollars ($2,500,000) in the aggregate, in any case without the imposition of equitable relief on, or the admission of wrongdoing by, the Company or any of its Subsidiaries, and which do not impose any material restrictions on the operations or business of the Company or its Subsidiaries, taken as a whole;

(o) make any capital expenditures in the aggregate (or any authorization or commitment with respect thereto) in any period in excess of the aggregate amount of capital expenditures for such period set forth in the capital expenditures budget set forth in Section 5.1(o) of the Company Disclosure Schedule, other than capital expenditures set forth on Section 5.1(o) of the Company Disclosure Schedule;

(p) enter into any material partnership, joint venture or similar business organization;

(q) enter into any Contract between the Company or any Subsidiary, on the one hand, and any affiliates (other than the Company and its Subsidiaries) of the Company, on the other hand other than advances for business, travel-related, relocation or other similar expenses in accordance with any currently existing Company policy;

(r) adopt or implement any stockholder rights plan or similar arrangement that is, or at the Effective Time will be, applicable to this Agreement, the Merger or the transactions contemplated hereby;

(s) except as required by Law or a Governmental Entity, make, change or revoke any material Tax election, change any of its material methods of accounting for Tax purposes, or enter into any settlement or "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) with respect to any material Tax claim, audit or dispute;

(t) except as required by Law, (i) modify, extend or enter into any Labor Agreement or (ii) recognize or certify any labor or trade union, labor organization, works council or group of employees of the Company or its Subsidiaries;

(u) waive the restrictive covenant obligations of any employee of the Company or its Subsidiaries;

(v) enter into any new line of business other than any line of business that is reasonably ancillary to and a reasonably foreseeable extension of any line of business as of the date of this Agreement; or

(w) agree, authorize, resolve or announce an intention or enter into any Contract or otherwise make any commitment to do any of the foregoing.

5.2 *Access to Information; Confidentiality*.

(a) From the date of this Agreement to the earlier of the Effective Time and the valid termination of this Agreement in accordance with *Article 7*, the Company shall, and shall cause each of its Subsidiaries to: (i) provide to Parent and Merger Sub and their respective Representatives reasonable access during normal business hours in such a manner as not to interfere unreasonably with the business conducted by the Company or any of its Subsidiaries, upon prior notice to the Company, to the officers, employees, properties, offices and other facilities of the Company and each of its Subsidiaries and to the books and records thereof and (ii) use commercially reasonable efforts to furnish during normal business hours upon prior notice such information concerning the business, properties, Contracts, assets and liabilities of the Company and each of its Subsidiaries as Parent or its Representatives may reasonably request; *provided, however*, that the Company shall not be required to (or to cause any of its Subsidiaries to) afford such access or furnish such information to the extent that the Company believes that doing so would: (A) result in the loss of attorney-client privilege (but the Company shall use its commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in a loss of attorney-client privilege), (B) result in the disclosure of any trade secrets of third parties or otherwise breach, contravene or violate any effective Contract existing on the date hereof to which the Company or any of its Subsidiaries is a party (but the Company shall use its commercially reasonable efforts to obtain the consent of any third party to such Contract to permit disclosure or inspection by Parent), (C) breach, contravene or violate any applicable Law or (D) result in the disclosure of materials provided to the Company Board or resolutions or minutes of the Company Board, in each case, that were provide to the Company Board in connection with its consideration of the Merger or the sale process.

(b) The Confidentiality Agreement, dated October 14, 2019, as amended November 24, 2019, by and between the Company and Parent (the "*Confidentiality Agreement*"), shall apply with respect to information furnished under this *Section 5.2* by the Company, its Subsidiaries and their Representatives. Prior to the Closing, each of Parent and Merger Sub shall not, and shall cause their respective Representatives not to, contact or otherwise communicate with the employees (other than members of the Company's senior leadership team), customers, suppliers, distributors of the Company and its Subsidiaries, or, except as required pursuant to *Section 5.4*, any Governmental Entity, regarding this Agreement or the Transactions without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

5.3 *No Solicitation*.

(a) Except as expressly permitted by this *Section 5.3*, from and after the date hereof, the Company shall, and shall cause its Subsidiaries and Representatives to, (x) promptly cease and cause to be terminated any discussions or negotiations with any Third Party that may be ongoing with respect to any Acquisition Proposal or any proposal, inquiry or offer that would reasonably be expected to lead to an Acquisition Proposal, and (y) request any such Third Party to promptly return or destroy all confidential information concerning the Company and its Subsidiaries. Except as expressly permitted by this *Section 5.3*, from and after the date hereof until the Acceptance Time, or, if earlier, the termination of this Agreement in accordance with *Article 7*, the Company shall not, and shall cause its Subsidiaries not to, and shall instruct its Representatives not to on behalf of the Company, (A) initiate, solicit, knowingly facilitate or intentionally encourage the making of any offer or submission that constitutes or would reasonably be expected to lead to an Acquisition Proposal; (B) engage in or knowingly facilitate any discussions or negotiations with respect thereto (other than informing any Third Party of the existence of the provisions contained in this *Section 5.3*), *except that*, the Company may ascertain facts from any Person making an Acquisition Proposal for the purpose of the Company Board informing itself about such Acquisition Proposal and the Third Party making it; (C) make available any non-public information regarding the Company or its Subsidiaries to any Person (other than Parent, and Merger Sub and their respective Representatives acting in their capacities as such) in connection with or in response to an Acquisition Proposal or any proposal, inquiry or offer that would reasonably be expected to lead to an Acquisition Proposal; (D) enter into any letter of intent or agreement in principle or any Contract concerning any Acquisition Proposal or any proposal, inquiry or offer that would reasonably be expected to lead to an Acquisition Proposal (other than an Acceptable Confidentiality Agreement in accordance with *Section 5.3(b)*); or (E) reimburse or agree to reimburse the expenses of any other Person (other than the Company's Representatives) in connection with an Acquisition Proposal or any inquiry, discussion, offer or request that would reasonably be expected to lead to an Acquisition Proposal. Except as expressly permitted by this *Section 5.3*, from and after the date hereof until the Acceptance Time, or, if earlier, the termination of this Agreement in accordance with *Article 7*, neither the Company Board nor any committee thereof shall (i) approve or recommend, or publicly propose to approve or recommend, any Acquisition Proposal, (ii) withdraw, change or qualify, in a manner adverse to Parent or Merger Sub, the Company Board Recommendation, (iii) approve or cause the Company to enter into any merger agreement, acquisition agreement, memorandum of understanding, agreement in principle, investment agreement, letter of intent or other similar agreement relating to any Acquisition Proposal (in each case, an "*Alternative Acquisition Agreement*"), (iv) fail to include the Company Board Recommendation in the Schedule 14D-9 or (v) resolve or agree to do any of the foregoing (any action set forth in the foregoing clauses (i), (ii), (iv) or (v) of this sentence (to the extent related to the foregoing clauses (i) or (ii) of this sentence), a "*Change of Board Recommendation*").

(b) Notwithstanding anything to the contrary contained in *Section 5.3(a)*, if at any time following the date hereof and prior to the Acceptance Time (i) the Company has received a bona fide written Acquisition Proposal from a Third Party, (ii) such Acquisition Proposal did not result from a breach of this *Section 5.3* in any material respect by the Company and (iii) the Company Board (or a duly authorized committee thereof) determines in good faith, after consultation with its financial advisors and outside legal counsel, based on information then available, that such Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Proposal, then the Company may (A) furnish information with respect to the Company and its Subsidiaries to the Third Party making such Acquisition Proposal, its representatives and potential sources of financing pursuant to (but only pursuant to) one or more Acceptable Confidentiality Agreements and (B) participate in discussions or negotiations with the Third Party making such Acquisition Proposal regarding such Acquisition Proposal; *provided*, *however*, that any material non-public information concerning the Company or its Subsidiaries provided or made available to any Third Party shall, to the extent not previously provided or made available to Parent or Merger Sub, be provided or made available to Parent or Merger Sub as promptly as reasonably practicable (and in no event later than twenty four (24) hours) after it is provided or made available to such Third Party, except to the extent providing Parent or Merger Sub with such information would violate any applicable Law.

(c) From and after the date hereof, the Company shall promptly (and in any event within twenty four (24) hours) notify Parent in the event that the Company receives any Acquisition Proposal. The Company shall notify Parent promptly (and in any event within twenty four (24) hours) of the identity of such Person and provide to Parent a copy of such Acquisition Proposal (or, where no such copy is available, a reasonable description of such Acquisition Proposal). Without limiting the foregoing, the Company shall promptly (and in any event within twenty four (24) hours after such determination) advise Parent if the Company determines to begin providing information or to engage in discussions or negotiations concerning an Acquisition Proposal pursuant to *Section 5.3(b)*.

(d) Notwithstanding anything to the contrary contained in *Section 5.3(a)*, if the Company has received a bona fide written Acquisition Proposal that the Company Board (or any duly authorized committee thereof) determines in good faith, after consultation with its financial advisors and outside legal counsel, constitutes a Superior Proposal, the Company Board may at any time prior to the Acceptance Time, (i) effect a Change of Board Recommendation with respect to such Superior Proposal and/or (ii) terminate this Agreement pursuant to *Section 7.1(f)*, in either case subject to the requirements of this *Section 5.3(d)*. The Company shall not be entitled to effect a Change of Board Recommendation pursuant to this *Section 5.3(d)* or terminate this Agreement pursuant to *Section 7.1(f)* unless the Company shall have provided to Parent at least three (3) Business Days' prior written notice (the "*Notice Period*") of the Company's intention to take such action, which notice shall specify the material terms and conditions of such Acquisition Proposal, and shall have provided to Parent a copy of the available proposed transaction agreement to be entered into in respect of such Acquisition Proposal, and:

(i) during the Notice Period, if requested by Parent, the Company shall have, and shall have caused its legal and financial advisors to have, engaged in good faith negotiations with Parent regarding any amendment to this Agreement proposed in writing by Parent and intended to cause the relevant Acquisition Proposal to no longer constitute a Superior Proposal; and

(ii) the Company Board shall have considered in good faith any adjustments and/or proposed amendments to this Agreement (including a change to the price terms hereof) and the other agreements contemplated hereby that may be irrevocably offered in writing by Parent (the "*Proposed Changed Terms*") no later than 11:59 a.m., New York City time, on the

last day of the Notice Period and shall have determined in good faith that the Superior Proposal would continue to constitute a Superior Proposal if such Proposed Changed Terms were to be given effect.

In the event of any material revisions to such Superior Proposal offered in writing by the party making such Superior Proposal, the Company shall be required to deliver a new written notice to Parent and to again comply with the requirements of this *Section 5.3(d)* with respect to such new written notice, except that the Notice Period shall be two (2) Business Days with respect to any such revised Superior Proposal.

(e) Notwithstanding anything to the contrary contained in *Section 5.3(a)*, the Company Board (or a duly authorized committee thereof) may at any time prior to the Acceptance Time, effect a Change of Board Recommendation if (i) the Company Board (or a duly authorized committee thereof) determines that an Intervening Event has occurred and is continuing and (ii) the Company Board (or a duly authorized committee thereof) determines in good faith, after consultation with outside legal counsel, that the failure to effect a Change of Board Recommendation in response to such Intervening Event would be reasonably likely to be inconsistent with its fiduciary duties to the stockholders of the Company, but such Change of Board Recommendation shall not occur until a time that is after the third Business Day following Parent's receipt of written notice from the Company advising Parent of the material facts relating to such Intervening Event and stating that it intends to make a Change of Board Recommendation and provided that (A) during such three (3) Business Day period the Company has negotiated in good faith with Parent to the extent Parent wishes to negotiate to make such adjustments to the terms and conditions of this Agreement as would enable the Company Board to proceed with the Company Board Recommendation and (B) at the end of such three (3) Business Day period, the Company Board maintains its determination described in this clause (ii) (after taking into account any adjustments offered in writing by Parent to the material terms and conditions of this Agreement)

(f) Nothing contained in this *Section 5.3* shall prohibit the Company Board from (i) disclosing to the stockholders of the Company a position contemplated by Rule 14e-2(a), Rule 14d-9 and Item 1012(a) of Regulation M-A promulgated under the Exchange Act; or (ii) making any disclosure to the stockholders of the Company if the Company Board (or any duly authorized committee thereof) determines in good faith, after consultation with outside legal counsel, that the failure to make such disclosure would be reasonably likely to be inconsistent with its fiduciary duties or violate applicable Law. The issuance by the Company or the Company Board of a "stop, look and listen" statement pending disclosure of its position, as contemplated by Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act, shall not constitute a Change of Board Recommendation.

(g) For purposes of this Agreement:

(i) "*Acquisition Proposal*" means any offer or proposal from a Third Party concerning (A) a merger, consolidation, share exchange, or other business combination or similar transaction involving the Company, (B) a sale, lease or other disposition by merger, consolidation, business combination, share exchange, joint venture or otherwise, directly or indirectly, of assets of the Company (including Equity Interests of any Subsidiary of the Company) or its Subsidiaries representing fifteen percent (15%) or more of the consolidated assets of the Company and its Subsidiaries, based on their fair market value as determined in good faith by the Company Board (or any duly authorized committee thereof), (C) an issuance (including by way of merger, consolidation, business combination or share exchange), directly or indirectly, of Equity Interests representing fifteen percent (15%) or more of the voting power of the Company, or (D) any combination of the foregoing (in each case, other than the Offer and the Merger).

(ii) "*Intervening Event*" means any event, change, effect, development, state of facts, condition or occurrence (including any acceleration or deceleration of existing changes or developments) that is material to the Company and its Subsidiaries that (A) was not known nor reasonably foreseeable to the Company Board as of or prior to the date of this Agreement, (B) is first occurring after the date of this Agreement and (C) does not involve or relate to an Acquisition Proposal.

(iii) "*Superior Proposal*" means a bona fide written Acquisition Proposal (except the references therein to "fifteen percent (15%)" shall be replaced by "fifty percent (50%)") that the Company Board (or a duly authorized committee thereof) determines in good faith, after consultation with its financial advisors and outside legal counsel, taking into account all legal, financial and regulatory aspects of such Acquisition Proposal that the Company Board determines to be relevant thereto and such other factors as the Company Board (or any duly authorized committee thereof) considers in good faith to be appropriate (including the conditionality, timing and likelihood of consummation of such proposals), is more favorable from a financial point of view to the Company's stockholders than the Offer and the Merger.

5.4 *Appropriate Action; Consents; Filings*.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use its reasonable best efforts to take, or cause to be taken, all actions that are necessary, proper or advisable under this Agreement and applicable Law to consummate and make effective the Offer, the Merger and the other Transactions contemplated by this Agreement as promptly as practicable, including using reasonable best efforts to accomplish the following: (i) obtain all consents, approvals or waivers from, or participation in other discussions or negotiations with, third parties, including under any Contract to which the Company or Parent or any of their respective Subsidiaries is party or by which such Person or any of their respective properties or assets may be bound, (ii) obtain all necessary or advisable actions or nonactions, waivers, consents, approvals, orders and authorizations from Governmental Entities (including those in connection with applicable Competition Laws), make all necessary or advisable registrations, declarations and filings with and take all steps as may be necessary to obtain an approval or waiver from, or to avoid any Proceeding by, any Governmental Entity (including in connection with applicable Competition Laws), (iii) submit promptly any additional information requested by any Governmental Entity that is required or advisable and respond as practicable to any inquiries or requests received from any Governmental Entity, (iv) resist, contest or defend any Proceeding (including administrative or judicial Proceedings) challenging the Offer, the Merger or the completion of the Transactions, including seeking to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) that is in effect and that could restrict, prevent or prohibit consummation of the Transactions, and (v) execute and deliver any additional instruments necessary to consummate the Transactions and fully to carry out the purposes of this Agreement. Each of the parties shall furnish to each other party such necessary information and reasonable assistance as such other party may reasonably request in connection with the foregoing. Subject to applicable Law relating to the exchange of information, the Company and Parent shall have the right to review in advance, and to the extent reasonably practicable each shall consult with the other in connection with any filing made with, or substantive written materials submitted to, any third party and/or any Governmental Entity in connection with the Offer, the Merger and the Transactions. In exercising the foregoing rights, each of the Company and Parent shall act reasonably and as promptly as practicable. Subject to applicable Law and the instructions of any Governmental Entity, the Company and Parent shall keep each other reasonably apprised of the status of matters relating to the completion of the Transactions, including promptly furnishing the other with copies of notices or other written substantive communications received by the Company or Parent, as the case may

be, or any of their respective Subsidiaries, from any Governmental Entity and/or third party with respect to such transactions, and, to the extent practicable under the circumstances, shall provide the other party and its counsel with the opportunity to participate in any meeting with any Governmental Entity in respect of any substantive filing, investigation or other inquiry in connection with the transactions contemplated hereby. In furtherance and not in limitation of the foregoing, each of the Company and Parent shall, and shall cause their respective affiliates to, make or cause to be made all filings required or advisable under applicable Competition Laws with respect to the Transactions as promptly as practicable and, in any event, file all required HSR Act notifications within ten (10) Business Days after the date of this Agreement. Notwithstanding anything to the contrary contained in this *Section 5.4(a)*, subject to Parent's obligations under this *Section 5.4(a)*, Parent shall devise and determine the strategy to be pursued for obtaining any clearances, approvals or consents under any applicable Competition Laws in connection with the Offer and the Merger, including with respect to any filings, notifications, notices, reports, submissions and communications with any antitrust regulatory authority, in each case subject to good faith consultations with the Company.

(b) Without limiting this *Section 5.4*, Parent agrees to use its reasonable best efforts to take, or cause to be taken, any and all steps and to make, or cause to be made, any and all undertakings necessary to resolve, avoid or eliminate each and every impediment under any applicable Competition Law asserted by any Governmental Entity with respect to the Offer and the Merger so as to enable the Closing to occur as promptly as practicable (and in any event, no later than the Outside Date), including (i) proposing, negotiating, committing to, and effecting, by consent decree, hold separate order, or otherwise, the sale, divestiture, licensing or disposition of any assets, properties or businesses of Parent or the Company or any of their respective Subsidiaries or (ii) accepting any operational restrictions or otherwise taking or committing to take actions that limit Parent's or any Parent Subsidiary's freedom of action with respect to, or its ability to retain, any of the assets, properties, licenses, rights, product lines, operations or businesses of Parent or the Company or any of their respective Subsidiaries in each case, as may be required in order to avoid the entry of, or to effect the lifting or dissolution of, any injunction, temporary restraining order, or other Order in any suit or Proceeding, which would otherwise have the effect of preventing or delaying the Closing, as applicable. If such efforts fail to resolve, avoid or eliminate each and every impediment under any applicable Competition Law that may be asserted by any Governmental Entity with respect to the Offer and the Merger so as to enable the Closing to occur, then Parent shall use its best efforts to defend through litigation on the merits any claim asserted in court by any party in order to avoid entry of, or to have vacated or terminated, any Order (whether temporary, preliminary or permanent) that would prevent the Closing from occurring as promptly as practicable (and in any event, no later than the Outside Date). Notwithstanding the foregoing or any other provision of this Agreement, none of Parent, the Company or any of their respective Subsidiaries shall be required to agree to any sale, transfer, license, separate holding, divestiture or other disposition of, or to any prohibition of or any limitation on the acquisition, ownership, operation, effective control or exercise of full rights of ownership, or other modification of rights in respect of, any assets, properties or businesses of Parent or the Company or any of their respective Subsidiaries that, in each case, is not conditioned on the consummation of the Transactions.

(c) Neither Parent nor Merger Sub shall directly or indirectly acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation would reasonably be expected to (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any permits, orders or other approvals of any Governmental Entity necessary to consummate the Transactions or the expiration

or termination of any applicable waiting period, (ii) materially increase the risk of any Governmental Entity seeking an Order prohibiting the consummation of the Transactions, (iii) materially increase the risk of not being able to remove any such Order on appeal or otherwise, or (iv) materially delay or prevent the consummation of the Transactions.

(d) Nothing contained in this Agreement shall give Parent or Merger Sub, directly or indirectly, the right to control or direct the operations of the Company prior to the consummation of the Merger. Prior to the Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete unilateral control and supervision over its business operations.

5.5 *Certain Notices.* From and after the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with *Article 7*, unless prohibited by applicable Law, each party shall give prompt notice to the other parties if any of the following occur: (a) receipt of any notice or other communication in writing from any Person alleging that the consent or approval of such Person is or may be required in connection with the Transactions; (b) receipt of any notice or other communication from any Governmental Entity or NYSE (or any other securities market) in connection with the Transactions; or (c) such party becoming aware of the occurrence of an event that could prevent or delay beyond the Outside Date the consummation of the Transactions or that would reasonably be expected to result in any of the conditions set forth in this Agreement not being satisfied. Any such notice pursuant to this *Section 5.5* shall not affect any representation, warranty, covenant or agreement contained in this Agreement and any failure to make such notice (in and of itself) shall not be taken into account in determining whether the conditions set forth in this Agreement have been satisfied or give rise to any right of termination set forth in *Article 7*. The Company will also notify and keep Parent reasonably apprised of communications it receives from, or discussions it has with, any stockholder, if such communications or discussions are likely to be material to the occurrence of the Acceptance Time.

5.6 *Public Announcements.* So long as this Agreement is in effect, Parent and Merger Sub, on the one hand, and the Company, on the other, shall not issue any press release or make any public statement with respect to the Offer, the Merger or this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), except as may be required by applicable Law or the rules or regulations of any applicable United States securities exchange or regulatory or governmental body to which the relevant party is subject, in which case the party required to make the release or announcement shall use its commercially reasonable efforts to allow each other party reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding the foregoing, the restrictions set forth in this *Section 5.6* shall not apply to any public release or public announcement (x) made or proposed to be made by the Company in connection with an Acquisition Proposal, a Superior Proposal or a Change of Board Recommendation or any action taken pursuant thereto, in each case, that does not violate Section 5.3 or (y) in connection with any dispute between the parties regarding this Agreement or the transactions contemplated hereby. The press release announcing the execution and delivery of this Agreement shall not be issued prior to the approval of each of the Company and Parent. The Company shall (i) file one or more current reports on Form 8-K with the SEC attaching the announcement press release and a copy of this Agreement as exhibits and (ii) file a pre-commencement communication on Schedule 14D-9 with the SEC attaching the announcement press release. Parent and Merger Sub shall file a pre-commencement communication on Schedule TO with the SEC attaching the announcement press release. Notwithstanding anything to the contrary in this *Section 5.6*, each of the parties may make public statements in response to questions by press, analysts, investors, business partners or those attending industry conferences or financial analyst conference calls, so long as such statements are not inconsistent with previous press releases, public disclosures or public statements made jointly by Parent and the Company.

5.7 *Employee Benefit Matters*

(a) During the period such Continuing Employee remains employed with the Surviving Corporation following the Closing, Parent shall provide or cause the Parent Subsidiaries, including the Surviving Corporation, to provide to each employee of the Company and its Subsidiaries immediately prior to the Effective Time (each a "*Continuing Employee*"), (i) during the period commencing at the Closing Date and ending on the date that is twelve (12) months following the Closing Date, base salary or wage rate, as applicable, and a target annual cash bonus opportunity that is not less than the base salary or wage rate, as applicable, and target annual cash bonus opportunity provided to such Continuing Employee immediately prior to the Effective Time and (ii) during the period commencing at the Closing Date and ending on December 31, 2020, other compensation and benefits (excluding equity and equity-based compensation, defined benefit pension and retiree welfare benefits) that are substantially comparable in the aggregate to the other compensation and benefits (excluding equity and equity-based compensation, defined benefit pension and retiree welfare benefits) provided to such Continuing Employee immediately prior to the Effective Time.

(b) Without limiting the generality of *Section 5.7(a)*, from and after the Effective Time, Parent shall, or shall cause the Parent Subsidiaries, including the Surviving Corporation, to, assume and honor each of the Company's employment, severance, retention and termination plans, policies, programs, agreements and arrangements, in each case, as in effect at the Effective Time, including with respect to any payments, benefits or rights arising as a result of the transactions contemplated by this Agreement (either alone or in combination with any other event), in each case, which may be amended or terminated by Parent or the applicable Parent Subsidiary in accordance with the terms of the applicable plan, policy, program, agreement or arrangement; provided, however, that if within 12 months following the Effective Time, Parent or any Parent Subsidiary discontinues the Company's severance practices, then the Company Employees shall be eligible for severance benefits that are substantially comparable to those provided to similarly situated employees of Parent and the Parent Subsidiaries.

(c) With respect to benefit plans maintained by Parent or any of the Parent Subsidiaries, including the Surviving Corporation (including any vacation, paid time-off and severance plans), Parent shall, or shall cause the applicable Parent Subsidiary to, use reasonable best efforts to cause, for all purposes, including determining eligibility to participate, level of benefits, vesting and benefit accruals, each Continuing Employee's service with the Company or any of its Subsidiaries, as reflected in the Company's records, to be treated as service with Parent or any of the Parent Subsidiaries, including the Surviving Corporation, to the extent such service would have been recognized under the comparable Company Benefit Plan immediately prior to the Effective Time; *provided*, *however*, that such service need not be recognized to the extent that such recognition would result in any duplication of benefits and the foregoing service credit shall not apply with respect to any defined benefit plan or retiree medical plan.

(d) Parent shall, or shall cause the Parent Subsidiaries (including the Surviving Corporation) to, use reasonable best efforts to waive, or cause to be waived, any pre-existing condition limitations, exclusions, evidence of insurability, actively-at-work requirements and waiting periods under any welfare benefit plan maintained by Parent or any of the Parent Subsidiaries in which Continuing Employees (and their eligible dependents) will be eligible to participate from and after the Effective Time, except to the extent that such pre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods would not have been satisfied or waived under the comparable Company Benefit Plan immediately prior to the Effective Time. Parent shall, or shall cause the Parent Subsidiaries, including the Surviving Corporation, to use commercially reasonable efforts to recognize, or cause to be recognized, the dollar amount of all co-payments, deductibles and similar expenses incurred by each Continuing Employee (and his or her eligible

dependents) during the calendar year in which the Effective Time occurs for purposes of satisfying such year's deductible and co-payment limitations under the relevant welfare benefit plans in which such Continuing Employee (and dependents) will be eligible to participate from and after the Effective Time.

(e) The Company shall use commercially reasonable efforts to: (i) obtain the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed) prior to making any broad-based communication or written communications to employees (including website postings) pertaining to employment, compensation or benefit matters that are or may be affected by the transactions contemplated by this Agreement and (ii) provide Parent with a copy of the intended communication in advance of the intended date any such communication is delivered or made available by the Company in order to provide Parent with a reasonable opportunity to review a particular communication in the given circumstances; provided, that the foregoing shall not apply to any later communication of information that the same as, or is substantially similar to, information with respect to which Parent has previously provided its consent.

(f) Without limiting the generality of *Section 8.10*, the provisions of this *Section 5.7* are solely for the benefit of the parties to this Agreement, and no current or former Service Provider (including any legal representative, beneficiary or dependent thereof) shall be regarded for any purpose as a third-party beneficiary of this Agreement, and no provision of this *Section 5.7*, express or implied, shall confer upon any such individual or any other Person any rights or remedies under this Agreement or any rights or remedies under any Company Benefit Plan that such Service Provider, representative, beneficiary, dependent or other Person would not otherwise have under the terms of any Company Benefit Plan. Nothing contained in this Agreement, express or implied, shall: (i) guarantee employment for any period of time, or compensation or benefits of any nature or kind whatsoever; (ii) preclude the ability of Parent, the Surviving Corporation or their respective affiliates to terminate the employment of any Continuing Employee at any time and for any reason; (iii) require Parent, the Surviving Corporation or any of their respective affiliates to continue any Company Benefit Plan or other employee benefit plans, programs or Contracts or prevent the amendment, modification or termination thereof following the Closing; or (iv) amend any Company Benefit Plans or other employee benefit plans, programs or Contracts.

5.8 *Indemnification.*

(a) From and after the Effective Time, Parent shall, and shall cause the Surviving Corporation to, indemnify, defend and hold harmless, and shall advance expenses as incurred, to the fullest extent permitted under (i) applicable Law, (ii) the Company Charter, the Company Bylaws or similar organization documents in effect as of the date of this Agreement and (iii) any Contract of the Company or its Subsidiaries in effect as of the date of this Agreement, each present and former director and officer of the Company and its Subsidiaries and each of their respective employees who serves as a fiduciary of a Company Benefit Plan (in each case, when acting in such capacity) (each, an "*Indemnitee*" and, collectively, the "*Indemnitees*") against any costs or expenses (including reasonable attorneys' fees), judgments, settlements, fines, losses, claims, damages or liabilities incurred in connection with any Proceeding or investigation, whether civil, criminal, administrative or investigative, whenever asserted, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, including in connection with this Agreement or the Transactions; *provided*, *however*, that any Person to whom expenses are advanced may be required to provide an unsecured undertaking to repay such advance if it is ultimately determined that such Person is not entitled to indemnification.

(b) Parent agrees that all rights to exculpation, indemnification and advancement of expenses arising from, relating to, or otherwise in respect of, acts or omissions occurring at or prior to the Effective Time (including in connection with this Agreement or the Transactions) existing as of the

Effective Time in favor of the current or former directors or officers of the Company or any of its Subsidiaries and each of their respective employees who serves as a fiduciary of a Company Benefit Plan as provided in its certificates of incorporation, bylaws or other organizational documents shall survive the Merger and shall continue in full force and effect in accordance with their terms. For a period of no less than six (6) years from the Effective Time, Parent shall cause the Surviving Corporation to, and the Surviving Corporation shall, maintain in effect the exculpation, indemnification and advancement of expenses provisions of the applicable party's certificate of incorporation and bylaws or similar organization documents in effect as of the date of this Agreement or in any Contract of the Company or its Subsidiaries with any of their respective directors, officers or employees in effect as of the date of this Agreement, and shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who immediately before the Effective Time were current or former directors, officers or employees of the Company or its Subsidiaries; *provided*, *however*, that all rights to exculpation, indemnification and advancement of expenses in respect of any Proceeding pending or asserted or any claim made within such period shall continue until the final disposition of such Proceeding; *provided*, *further*, that any Person to whom expenses are advanced may be required to provide an unsecured undertaking to repay such advance if it is ultimately determined that such Person is not entitled to indemnification.

(c) For six (6) years from and after the Effective Time, Parent and the Surviving Corporation shall be jointly and severally responsible for maintaining for the benefit of the directors and officers of the Company, as of the date of this Agreement and as of the Closing Date, an insurance and indemnification policy that provides coverage for events occurring at or prior to the Effective Time (the "*D&O Insurance*") that is substantially equivalent to and in any event not less favorable in the aggregate than the existing policy of the Company, or, if substantially equivalent insurance coverage is unavailable, the best available coverage; *provided*, *however*, that Parent and the Surviving Corporation shall not be required to pay an annual premium for the D&O Insurance in excess of three hundred percent (300%) of the last annual premium paid by the Company prior to the date of this Agreement, it being understood that if the total premiums payable for such insurance coverage exceeds such amount, Parent shall obtain a policy with the greatest coverage available for a cost equal to such amount. The provisions of the immediately preceding sentence shall be deemed to have been satisfied if prepaid policies have been obtained by the Company prior to the Effective Time, which policies provide such directors and officers with such coverage for an aggregate period of six (6) years with respect to claims arising from facts or events that occurred on or before the Effective Time, including in respect of this Agreement or the Transactions.

(d) In the event that either Parent or the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each case, Parent shall, and shall cause the Surviving Corporation to, cause proper provision to be made so that such successor or assign shall expressly assume the obligations set forth in this *Section 5.8*.

(e) The provisions of this *Section 5.8* are (i) intended to be for the benefit of, and shall be enforceable by, each Indemnitee, his or her heirs and his or her representatives and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such individual may have under the Company Charter, the Company Bylaws or similar organization documents in effect as of the date of this Agreement or in any Contract of the Company or its Subsidiaries in effect as of the date of this Agreement. The obligations of Parent under this *Section 5.8* shall not be terminated or modified in such a manner as to adversely affect the rights of any Indemnitee to whom this *Section 5.8* applies unless (x) such termination or modification is

required by applicable Law or (y) the affected Indemnitee shall have consented in writing to such termination or modification (it being expressly agreed that the Indemnitees to whom this *Section 5.8* applies shall be third party beneficiaries of this *Section 5.8*).

(f) Nothing in this Agreement is intended to, shall be construed to or shall release, waive or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to the Company or any of its Subsidiaries for any of their respective directors, officers or employees, it being understood and agreed that the indemnification or advancement of expenses provided for in this *Section 5.8* is not prior to or in substitution for any such claims under such policies.

5.9 *Parent Agreements Concerning Merger Sub.* Parent hereby guarantees the due, prompt and faithful payment, performance and discharge by Merger Sub of, and the compliance by Merger Sub with, all of the covenants, agreements, obligations and undertakings of Merger Sub under this Agreement in accordance with the terms of this Agreement, and covenants and agrees to take all actions necessary or advisable to ensure such payment, performance and discharge by Merger Sub hereunder.

5.10 *Takeover Statutes.* If any state takeover Law or state Law that purports to limit or restrict business combinations or the ability to acquire or vote Shares or Preferred Shares (including any "control share acquisition," "fair price," "business combination" or other similar takeover Law) becomes or is deemed to be applicable to the Company, Parent or Merger Sub, the Offer, the Merger or any other transaction contemplated by this Agreement, then the Company and the Company Board shall take all action reasonably available to it to render such Law inapplicable to the foregoing.

5.11 *Section 16 Matters.* Prior to the Effective Time, the Company shall take all such steps as may be reasonably necessary to cause any dispositions of Shares or Preferred Shares (including derivative securities with respect to Shares or Preferred Shares) resulting from the Transactions by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

5.12 *Stockholder Litigation.* The Company shall give Parent reasonable opportunity to participate, review or comment on all material filings or responses to be made by the Company in the defense or settlement of any stockholder litigation against the Company and/or its directors and officers relating to the transactions contemplated by this Agreement, including the Offer, the Merger and no such settlement of any stockholder litigation shall be agreed to without Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Company shall promptly notify Parent of any such litigation and shall keep Parent reasonably and promptly informed with respect to the status thereof.

5.13 *Stock Exchange Delisting.* The Surviving Corporation shall cause the Company's securities to be de-listed from NYSE and de-registered under the Exchange Act as promptly as practicable following the Effective Time, and prior to the Effective Time the Company shall reasonably cooperate with Parent with respect thereto. Prior to the Closing, the Company shall in the ordinary course of business consistent with past practice prepare quarterly and annual reports pursuant to the Exchange Act such that if any such reports are required to be filed after the Closing and prior to the deregistration of the Company's securities under the Exchange Act, the Company will be reasonably capable of timely filing such reports.

5.14 *FIRPTA Certificate.* On the Closing Date or, if earlier, no less than thirty (30) days prior to the Closing, the Company shall deliver to Parent a statement and notice to the IRS in accordance with Treasury Regulations Sections 1.1445-2(c) and 1.897-2(h), dated within thirty (30) days prior to the Closing Date and in the form contemplated by Exhibit C, which Parent shall deliver to the IRS on behalf of the Company upon Closing. Notwithstanding anything to the contrary in this Agreement, the performance of the covenant in this *Section 5.14* shall not be a condition to the consummation of the Merger.

ARTICLE 6
CONDITIONS TO CONSUMMATION OF THE MERGER

6.1 *Conditions to Obligations of Each Party Under This Agreement.* The respective obligations of each party to consummate the Merger shall be subject to the satisfaction (or waiver, if permissible under Law) at or prior to the Effective Time of each of the following conditions:

(a) Merger Sub shall have irrevocably accepted for payment all Shares and Preferred Shares validly tendered and not withdrawn in the Offer.

(b) The consummation of the Merger shall not then be restrained, enjoined or prohibited by any Order (whether temporary, preliminary or permanent) of a court of competent jurisdiction or any other Governmental Entity and there shall not be in effect any Law enacted or promulgated by any Governmental Entity that prevents the consummation of the Merger.

6.2 *Frustration of Closing Conditions*(a). Neither Parent nor Merger Sub may rely on the failure of any conditions set forth in *Sections 6.1* to be satisfied if the primary cause of such failure was the failure of Parent or Merger Sub to perform any of its obligations under this Agreement. The Company may not rely on the failure of any conditions set forth in *Sections 6.1* to be satisfied if the primary cause of such failure was the failure of the Company to perform any of its obligations under this Agreement.

ARTICLE 7
TERMINATION, AMENDMENT AND WAIVER

7.1 *Termination.* This Agreement may be terminated, and the Offer, the Merger and the other transactions contemplated hereby may be abandoned at any time prior to the Effective Time only as follows:

(a) By mutual written consent of Parent and the Company at any time prior to the Effective Time;

(b) By either the Company or Parent, if the Offer (as it may have been extended pursuant to *Section 1.1*) expires as a result of the non-satisfaction of any condition to the Offer set forth in Annex I in a circumstance where Merger Sub has no further obligation to extend the Offer pursuant to *Section 1.1*; *provided, however*, that neither the Company nor Parent shall be permitted to terminate this Agreement pursuant to this *Section 7.1(b)* if there has been any material breach by such party of its material representations, warranties or covenants contained in this Agreement, and such breach has primarily caused or resulted in the non-satisfaction of any condition to the Offer set forth in Annex I;

(c) By either the Company or Parent, if any court of competent jurisdiction or other Governmental Entity of competent jurisdiction shall have issued an Order or taken any other action, in each case, permanently restraining, enjoining or otherwise prohibiting, (i) prior to the Acceptance Time or (ii) prior to the Effective Time, the consummation of the Offer or the Merger, and such Order or other action shall have become final and non-appealable, *provided*, *however*, that neither the Company nor Parent shall be permitted to terminate this Agreement pursuant to this Section 7.1(c) if such Order or other action is primarily the result of (x) a breach by such party of its representations and warranties or (y) the failure by such party to comply with the covenants applicable to such party, in each case, contained in this Agreement;

(d) By either the Company or Parent if the Acceptance Time shall not have occurred on or before the Outside Date; *provided*, *however*, that neither the Company nor Parent shall be permitted to terminate this Agreement pursuant to this *Section 7.1(d)* if there has been any material breach by such party of its material representations, warranties or covenants contained in

this Agreement, and such breach has primarily caused or resulted in the failure of the Closing to have occurred prior to the Outside Date;

(e) By Parent, at any time prior to the Acceptance Time, if (i) the Company Board or any authorized committee thereof shall have effected a Change of Board Recommendation, whether or not in compliance with *Section 5.3* (it being understood and agreed that any written notice of the Company's intention to make a Change of Board Recommendation prior to effecting such Change of Board Recommendation in accordance with *Section 5.3(d)* or *Section 5.3(e)* shall not result in Parent or Merger Sub having any termination rights pursuant to this *Section 7.1(e)*), or (ii) the Company shall have entered into an Alternative Acquisition Agreement with respect to a Superior Proposal;

(f) By the Company, at any time prior to the Acceptance Time, if the Company Board or any authorized committee thereof authorizes the Company to enter into an Alternative Acquisition Agreement, but only if the Company shall have complied in all material respects with its obligations under *Section 5.3* with respect to such Superior Proposal; *provided*, *however*, that the Company shall prior to or concurrently with such termination pay the Company Termination Fee to or for the account of Parent pursuant to *Section 7.3*;

(g) By Parent, at any time prior to the Acceptance Time, if: (i) there has been a breach by the Company of its representations, warranties or covenants contained in this Agreement, in each case, such that any condition to the Offer contained in *paragraphs (c)(ii) or (c)(iii) of Annex I* is not reasonably capable of being satisfied while such breach is continuing, (ii) Parent shall have delivered to the Company written notice of such breach and (iii) such breach is not capable of cure in a manner sufficient to allow satisfaction of the conditions in *paragraphs (c)(ii) or (c)(iii) of Annex I* prior to the applicable Outside Date or at least thirty (30) days shall have elapsed since the date of delivery of such written notice to the Company and such breach shall not have been cured in all material respects; *provided*, *however*, that Parent shall not be permitted to terminate this Agreement pursuant to this *Section 7.1(g)* if there has been any material breach by Parent or Merger Sub of its material representations, warranties or covenants contained in this Agreement, and such breach shall not have been cured in all material respects;

(h) By the Company, at any time prior to the Acceptance Time, if: (i) there has been a breach by Parent or Merger Sub of any of its representations, warranties or covenants contained in this Agreement that has or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse effect, (ii) the Company shall have delivered to Parent written notice of such breach and (iii) either such breach is not capable of cure prior to the applicable Outside Date or at least thirty (30) days shall have elapsed since the date of delivery of such written notice to Parent and such breach shall not have been cured in all material respects; *provided*, *however*, that the Company shall not be permitted to terminate this Agreement pursuant to this *Section 7.1(h)* if there has been any material breach by the Company of its material representations, warranties or covenants contained in this Agreement, and such breach shall not have been cured in all material respects; or

(i) By the Company, if Merger Sub fails to accept for purchase Shares or Preferred Shares validly tendered (and not withdrawn) pursuant to the Offer in violation of the terms of this Agreement.

7.2 *Effect of Termination.* In the event of termination of this Agreement by either the Company or Parent as provided in *Section 7.1*, written notice thereof shall be given to the other party or parties, specifying the provisions hereof pursuant to which such termination is made and the basis therefor described in reasonable detail and this Agreement shall forthwith become void and have no further force and effect (other than the first sentence of *Section 5.2(b)*, *Section 7.2*, *Section 7.3* and *Article 8*, each of which shall survive termination of this Agreement), and there shall be no liability or obligation

on the part of Parent, Merger Sub or the Company or their respective Subsidiaries, officers, directors or Representatives, except with respect to the first sentence of *Section 5.2(b)*, *Section 7.2*, *Section 7.3* and *Article 8*; *provided* that nothing in this *Section 7.2* shall relieve any party from liabilities or damages incurred or suffered as a result of Fraud or a Willful and Material Breach by the Company, on the one hand, or Parent or Merger Sub, on the other hand, of any of their respective representations, warranties, covenants or other agreements set forth in this Agreement.

7.3 *Company Termination Fee*.

(a) The parties hereto agree that if this Agreement is terminated by Parent pursuant to *Section 7.1(e)* or the Company pursuant to *Section 7.1(f)*, then the Company shall pay to Parent prior to or concurrently with such termination, in the case of a termination by the Company, or within two (2) Business Days thereafter, in the case of a termination by Parent, the Company Termination Fee. The "*Company Termination Fee*" means $20,000,000.

(b) The parties hereto agree that if (i) this Agreement is terminated pursuant to (A) *Section 7.1(b)* or *Section 7.1(d)* and, at the time of such termination, all of the conditions to the Offer set forth in Annex I have been satisfied other than the Minimum Condition and those conditions that by their nature are to be satisfied at the Closing, or (B) *Section 7.1(g)*, and, at the time of such termination, the Minimum Condition shall not have been satisfied, (ii) after the date hereof and prior to the date of termination, an Acquisition Proposal has been publicly announced and not withdrawn prior to the date of termination and (iii) the Company enters into a definitive agreement with respect to such Acquisition Proposal or consummates any Acquisition Proposal within nine (9) months after such termination, then the Company shall pay the Company Termination Fee, no later than two (2) Business Days after the earlier of the entry into a definitive agreement with respect to such transaction or the consummation of such transaction. For purposes of this *Section 7.3(b)*, the term "*Acquisition Proposal*" shall have the meaning assigned to such term in *Section 5.3(g)(i)*, except that the references to "fifteen percent (15%)" shall be deemed to be references to "fifty percent (50%)".

(c) All payments under this *Section 7.3* shall be made by wire transfer of immediately available funds to an account designated in writing by Parent, or in the absence of such designation, an account established for the sole benefit of Parent.

(d) Each of the parties acknowledges that the agreements contained in this *Section 7.3* are an integral part of the transactions contemplated by this Agreement, and that without these agreements, Parent, Merger Sub and the Company would not enter into this Agreement. For the avoidance of doubt, in no event shall the Company be required to pay the Company Termination Fee on more than one occasion.

(e) In circumstances where the Company Termination Fee is payable in accordance with this *Section 7.3*, Parent's receipt of the Company Termination Fee (if received) from or on behalf of the Company shall be Parent's and Merger Sub's sole and exclusive remedy (whether based in contract, tort or strict liability, by the enforcement of any assessment, by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Laws or otherwise) against the Company and its Subsidiaries and any of their respective former, current or future direct or indirect equity holders, general or limited partners, controlling persons, stockholders, members, managers, directors, officers, employees, agents, affiliates or assignees for all losses and damages suffered as a result of the failure of the Merger or the other transactions contemplated by this Agreement to be consummated, for any breach or failure to perform hereunder or otherwise, and upon payment of such amount, no such Person shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby; *provided* that this Section 7.3(e) shall not relieve the Company or its Subsidiaries from liability for Fraud.

7.4 *Amendment.* This Agreement may be amended by each of the Company, Parent and Merger Sub by written agreement executed and delivered by duly authorized officers of the respective parties at any time prior to the Effective Time.

7.5 *Waiver.* At any time prior to the Effective Time, Parent and Merger Sub, on the one hand, and the Company, on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other, (b) waive any breach of the representations and warranties of the other contained herein or in any document delivered pursuant hereto or (c) waive compliance by the other with any of the agreements or covenants contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE 8
GENERAL PROVISIONS

8.1 *Non-Survival of Representations and Warranties.* None of the representations, warranties or covenants in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time except that this *Section 8.1* shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time, which shall survive to the extent expressly provided for herein.

8.2 *Fees and Expenses.* Subject to *Section 7.2*, all fees and expenses incurred by the parties hereto shall be borne solely and entirely by the party which has incurred the same.

8.3 *Notices.* Any notices or other communications to any party required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered or sent if delivered in Person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained), (b) on the fifth Business Day after dispatch by registered or certified mail, (c) on the next Business Day if transmitted by national overnight courier or (d) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case, as follows (or to such other Persons or addressees as may be designated in writing by the party to receive such notice):

If to Parent or Merger Sub, addressed to it at:

IAC/InterActiveCorp
555 West 18th Street
New York, NY 10011
Tel: (212) 314-7376
Fax: (212) 632-9551
Attention: Gregg Winiarski
Email: gregg.winiarski@iac.com

with a copy to (for information purposes only):

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Fax: (917) 777-3743
Attention: Brandon Van Dyke
Richard L. Oliver
Email: brandon.vandyke@skadden.com
richard.oliver@skadden.com

If to the Company, addressed to it at:

Care.com, Inc.
77 Fourth Avenue, Fifth Floor
Waltham, MA 024512
Tel: (781) 795-7286
Attention: Sheila Lirio Marcelo
Melanie Goins
Email: mgoins@care.com
smarcelo@care.com

with a copy to (for information purposes only):

Latham & Watkins LLP
200 Clarendon Street
Boston, MA 02116
Fax: (617) 948-6001
Attention: John H. Chory
Bradley C. Faris
Jason T. Morelli
Email: john.chory@lw.com
bradley.faris@lw.com
jason.morelli@lw.com

8.4 *Certain Definitions.* For purposes of this Agreement, the term:

"*Acceptable Confidentiality Agreement*" means a confidentiality agreement that contains confidentiality provisions that are no less favorable in the aggregate to the Company than those contained in the Confidentiality Agreement; *provided* that any such confidentiality agreement need not contain any standstill provision.

"*Accrued and Unpaid Dividends*" has the meaning given to such term in the Certificate of Designations.

"*affiliate*" means, as to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person.

"*Aggregate Merger Consideration*" means the aggregate consideration payable to the holders of Shares, Preferred Shares, Company Options and Company RSUs pursuant to this Agreement.

"*beneficial ownership*" (and related terms such as "beneficially owned" or "beneficial owner") has the meaning set forth in Rule 13d-3 under the Exchange Act.

"*Business Day*" means a day other than Saturday, Sunday or any day on which banks located in New York, New York are authorized or obligated by applicable Law to close.

"*Certificate of Designations*" means the Certificate of Designations of Convertible Preferred Stock, Series A of the Company.

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

"*Company ERISA Affiliate*" means any trade or business (whether or not incorporated) that would be treated together with the Company or any of its Subsidiaries as a "single employer" under Section 4001(b) of ERISA or Section 414 of the Code.

"*Company Equity Awards*" means, collectively, the Company Options and Company RSUs.

"*Company Material Adverse Effect*" means any change, event, effect, circumstance, condition, occurrence or development (an "*Effect*") that (x), individually or in the aggregate, has a material

adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole or (y) would prevent or materially impairs or delays the consummation of the Merger or performance by the Company of any of its material obligations made under this Agreement; *provided*, *however*, that adverse Effects arising out of, resulting from or attributable to the following shall not constitute or be deemed to contribute to a Company Material Adverse Effect, and shall not otherwise be taken into account in determining whether a Company Material Adverse Effect has occurred, is occurring or would reasonably be expected to occur, except that Effects with respect to clauses (a), (b) and (c) of the below shall be so considered to the extent such Effect disproportionately impacts the Company and its Subsidiaries, taken as a whole, relative to other companies operating in the industries in which the Company and its Subsidiaries operate or participate: (a) changes or proposed changes in applicable Laws, GAAP or the interpretation or enforcement thereof, (b) changes in general economic, business, labor or regulatory conditions, or changes in securities, credit or other financial markets, including interests rates or exchange rates, in the United States or globally, or changes generally affecting the industries (including seasonal fluctuations) in which the Company or its Subsidiaries operate in the United States or globally, (c) changes in global or national political conditions (including the outbreak or escalation of war (whether or not declared), military action, sabotage or acts of terrorism), changes due to natural disasters or changes in the weather or changes due to the outbreak or worsening of an epidemic, pandemic or other health crisis, (d) actions or omissions required of the Company under this Agreement or taken at the express written request of Parent or Merger Sub, (e) the public announcement, pendency or consummation of this Agreement and the Transactions, including the identity of Parent or any of its Subsidiaries or any public communication by Parent or any of its Subsidiaries regarding plans, proposals or projections with respect to the Company, its Subsidiaries or their employees (including any impact on the relationship of the Company or any its Subsidiaries, contractual or otherwise, with its customers, suppliers, distributors, vendors, lenders, employees or partners), (f) any Proceeding arising from allegations of breach of fiduciary duty by the Company Board or violation of Law by the Company Board relating to this Agreement or the transactions contemplated hereby, (g) changes in the trading price or trading volume of Shares or any suspension of trading (provided that the underlying cause of such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred or would be reasonably expected to occur) or (h) any failure by the Company or any of its Subsidiaries to meet any revenue, earnings or other financial projections or forecasts (provided that the underlying cause of such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred or would be reasonably expected to occur).

"*Company Intellectual Property*" means the Intellectual Property that is owned by or licensed to the Company or any of its Subsidiaries.

"*Company Owned Intellectual Property*" means Company Intellectual Property that is owned by the Company or any of its Subsidiaries.

"*Competition Laws*" means applicable supranational, national, federal, state, provincial or local Law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition in any other country or jurisdiction, including the HSR Act, the Sherman Act, the Clayton Act, and the Federal Trade Commission Act, in each case, as amended and other similar competition or antitrust laws of any jurisdiction other than the United States.

"*Contract*" or "*Contracts*" means, whether written or oral, any agreements, arrangements, contracts, leases (whether for real or personal property), powers of attorney, notes, bonds, mortgages, indentures, deeds of trust, loans, evidences of indebtedness, letters of credit, settlement agreements, franchise agreements, undertakings, covenants not to compete, employment agreements, licenses, purchase and sale orders and other legal commitments to which in each case a Person is a party or to which any of the properties or assets of such Person or its Subsidiaries are subject.

"*control*" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of capital stock or other Equity Interests, as trustee or executor, by Contract or credit arrangement or otherwise.

"*Environmental Claims*" means any Proceeding, investigation, order, demand, allegation, accusation or notice (written or oral) by any Person or entity alleging actual or potential liability arising out of or relating to any Environmental Laws, Environmental Permits or the presence in, or Release into, the environment of, or exposure to, any Hazardous Materials, but shall not include any claims relating to products liability.

"*Environmental Laws*" means any and all applicable, federal, state, provincial, local or foreign Laws, and all rules or regulations promulgated thereunder, regulating or relating to Hazardous Materials, pollution, protection of the environment (including ambient air, surface water, ground water, land surface, subsurface strata, wildlife, plants or other natural resources), and/or the protection of health and safety of persons from exposures to Hazardous Materials in the environment.

"*Environmental Permits*" means any permit, certificate, registration, notice, approval, identification number, license or other authorization required under any applicable Environmental Law.

"*Equity Interest*" means any share, capital stock, partnership, limited liability company, member or similar equity interest in any Person, and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable into or for any such share, capital stock, partnership, limited liability company, member or similar equity interest.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"*Executive Officers*" mean those officers considered by the Company to be executive officers within the meaning of Rule 3b-7 under the Exchange Act.

"*Fraud*" means the common law fraud (under the Laws of the State of Delaware) with respect to the representations and warranties expressly set forth in Article 3 and any certificate delivered in connection herewith; *provided*, *however*, that Fraud shall not include any equitable fraud, promissory fraud or any tort (including any claim for fraud) to the extent based on negligence or recklessness, it being understood that Fraud shall require actual (as opposed to imputed or constructive) knowledge of falsity and the intent to deceive or mislead (as opposed to reckless indifference to the truth) another who is relying thereon.

"*Free or Open Source Software*" means any software (in source or object code form) that is subject to (a) a license or other agreement commonly referred to as an open source, free software, copyleft or community source code license (including any code or library licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, Apache Software License, or any other public source code license arrangement); or (b) any other license or other agreement that requires, as a condition of the sue, modification or distribution of software subject to such license or agreement, that such software or other software linked with, called by, combined or distributed with such software be (i) disclosed, distributed, made available, offered, licensed or delivered in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind, or (iv) redistributable at no charge, including any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org.

"*GAAP*" means generally accepted accounting principles, as applied in the United States.

"*Governmental Entity*" means any national, federal, state, county, municipal, local or foreign government, or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory, taxing, administrative or prosecutorial functions of or pertaining to government, any quasi-governmental entity, any arbitrator or panel of arbitrators of competent jurisdiction and the NYSE.

"*Hazardous Materials*" means any pollutants, chemicals, contaminants or any other toxic, infectious, carcinogenic, reactive, corrosive, ignitable, flammable or otherwise hazardous substance or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including any quantity of asbestos in any form, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives.

"*HSR Act*" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"*Information Privacy Laws*" means any Laws or Orders pertaining to privacy, data protection or data transfer, including all privacy and security breach disclosure Laws that are applicable to the Company and its Subsidiaries or the Parent and the Merger Sub (including, but not limited to, the General Data Protection Regulation (EU) 2016/679 (the "*GDPR*") and any national laws supplementing the GDPR), as the case may be.

"*Intellectual Property*" means all intellectual property rights in any jurisdiction, including all: (a) patents and patent applications; (b) trademarks, service marks, trade dress, logos, slogans, brand names, trade names, Internet domain names and corporate names (whether or not registered), and other indicia of origin, and all applications and registrations in connection therewith; (c) all copyrights (whether or not published), and all applications and registrations in connection therewith; (d) mask works and industrial designs, and all applications and registrations in connection therewith; and (e) trade secrets and other intellectual property rights in confidential and proprietary information (including intellectual property rights, if any, in inventions, ideas, research and development information, know-how, formulas, compositions, technical data, designs, drawings, specifications, research records, test information, financial, marketing and business data, customer and supplier lists, algorithms and information, pricing and cost information, business and marketing plans and proposals, and databases and compilations of data).

"*IRS*" means the United States Internal Revenue Service.

"*Knowledge*" means (a) when used with respect to the Company, the actual knowledge of the individuals listed in *Section 8.4(a)* of the Company Disclosure Schedule; and (b) when used with respect to Parent or Merger Sub, the actual knowledge of the individuals listed on *Section 8.4(a)* of the Parent Disclosure Schedule.

"*Law*" means any applicable national, provincial, state, municipal and local laws, statutes, ordinances, decrees, rules, regulations or Orders of any Governmental Entity, in each case, having the force of law.

"*Lien*" means with respect to any property, equity interest or asset, any mortgage, deed of trust, hypothecation, lien, encumbrance, pledge, charge, security interest, right of first refusal, right of first offer, adverse claim, restriction on transfer, covenant or option in respect of such property, equity interest or asset.

"*Liquidation Preference*" has the meaning given to such term in the Certificate of Designations.

"*NYSE*" means the New York Stock Exchange.

"*Order*" means any judgment, order, ruling, decision, writ, injunction, decree or arbitration award of any Governmental Entity.

"*Parent Material Adverse Effect*" means any change, event, development, condition, occurrence or effect that prevents or materially impairs or delays the consummation of the Merger or performance by Parent or Merger Sub of any of their material obligations under this Agreement.

"*Permitted Liens*" means (a) Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate Proceedings, (b) Liens in favor of landlords, vendors, carriers, warehousemen, repairmen, mechanics, workmen, materialmen, construction or similar liens or encumbrances arising by operation of Law in the ordinary course of business for amounts not yet due and payable, (c) non-exclusive licenses of Intellectual Property, (d) (i) matters of record, (ii) Liens that would be disclosed by a current, accurate survey or physical inspection of such real property, (iii) applicable building, zoning and land use regulations, and (iv) other imperfections or irregularities in title, charges, restrictions and other encumbrances that do not materially detract from the use of the Company Real Property to which they relate, and (e) such other Liens which would not, individually or in the aggregate, interfere materially with the ordinary conduct of the business of the Company and its Subsidiaries as currently conducted or materially detract from the use, occupancy, value or marketability of the property affected by such Lien.

"*Person*" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as defined in Section 13(d) of the Exchange Act), including a Governmental Entity.

"*Proceedings*" means all actions, suits, claims, charges, litigation, arbitration or proceedings, in each case, by or before any Governmental Entity.

"*Release*" means disposing, discharging, injecting, spilling, leaking, pumping, pouring, leaching, dumping, emitting, escaping or emptying into or upon the indoor or outdoor environment, including any soil, sediment, subsurface strata, surface water, groundwater, ambient air, the atmosphere or any other media.

"*Representatives*" means, with respect to a Person, such Person's directors, officers, employees, accountants, consultants, legal counsel, investment bankers, advisors, agents and other representatives.

"*SEC*" means the Securities and Exchange Commission.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Series A Preferred Stock*" means the shares of Company Preferred Stock designated as "Convertible Preferred Stock, Series A" pursuant to the Certificate of Designations.

"*Software Programs*" means computer programs (whether in source code, object code or other form), including any and all software implementations of algorithms, models and methodologies, and all documentation, including user manuals and training materials, related to any of the foregoing.

"*Subsidiary*" of Parent, the Company or any other Person means any corporation, limited liability company, partnership, joint venture or other legal entity of which Parent, the Company or such other Person, as the case may be (either alone or through or together with any other Subsidiary), owns, directly or indirectly, a majority of the capital stock or other Equity Interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, limited liability company, partnership, joint venture or other legal entity, or otherwise owns, directly or indirectly, such capital stock or other Equity Interests that would confer control of any such corporation, limited liability company, partnership, joint venture or other legal entity, or any Person that would otherwise be deemed a "subsidiary" under Rule 12b-2 promulgated under the Exchange Act.

"*Tax Return*" means any report, return (including information return), statement or declaration filed or required to be filed with a Governmental Entity, including any schedule or attachment thereto, and including any amendments thereof.

"*Taxes*" means all taxes and other charges in the nature of a tax imposed by any Governmental Entity, including, without limitation, income, franchise, windfall or other profits, gross receipts, real property, personal property, sales, use, goods and services, net worth, capital stock, business license, occupation, commercial activity, customs duties, alternative or add-on minimum, environmental, payroll, employment, social security, workers' compensation, unemployment compensation, excise, estimated, withholding, ad valorem, stamp, transfer, registration, value-added, transactional and gains tax, and any interest, penalty, fine or additional amounts imposed by a Governmental Entity in respect of any of the foregoing.

"*Third Party*" shall mean any Person other than Parent, Merger Sub and their respective affiliates.

"*Treasury Regulations*" means Treasury regulations promulgated under the Code.

"*Willful and Material Breach*" means (a) with respect to any material breach of a representation and warranty, that the breaching party had Knowledge of such breach as of the date of this Agreement and (b) with respect to any material breach of a covenant or other agreement, that the breaching party (and, solely with regard to *Section 5.3*, by a Subsidiary of the Company or Representative of the Company acting on behalf of the Company) took or failed to take action with Knowledge that the action so taken or omitted to be taken constituted, or would reasonably be expected to constitute, a material breach of such covenant or agreement.

8.5 *Terms Defined Elsewhere.* The following terms are defined elsewhere in this Agreement, as indicated below:

"Acceptance Time"	Section 1.1(b)
"Agreement"	Preamble
"Acquisition Proposal"	Section 5.3(g)(i)
"Alternative Acquisition Agreement"	Section 5.3(a)
"Book-Entry Shares"	Section 2.2(b)(ii)
"Capital G Support Agreement"	Recitals
"Certificate of Merger"	Section 1.5
"Certificates"	Section 2.2(b)(i)
"Change of Board Recommendation"	Section 5.3(a)
"Closing"	Section 1.5
"Closing Date"	Section 1.5
"Company"	Preamble
"Company Benefit Plan"	Section 3.11(a)
"Company Board"	Recitals
"Company Board Recommendation"	Section 3.3(b)
"Company Bylaws"	Section 3.1
"Company Charter"	Section 3.1

"Company Disclosure Schedule"	Article 3
"Company Equity Plans"	Section 2.4(d)
"Company Lease Agreements"	Section 3.16(a)(vi)
"Company Leased Real Property"	Section 3.14(b)
"Company Material Contracts"	Section 3.16(b)
"Company Option"	Section 2.4(a)(i)
"Company Owned Real Property"	Section 3.14(a)
"Company Preferred Stock"	Section 3.2(a)
"Company Real Property"	Section 3.14(c)
"Company Registered Intellectual Property"	Section 3.17(a)
"Company PSU"	Section 3.2(a)
"Company RSU"	Section 2.4(b)
"Company SEC Documents"	Section 3.5(a)
"Company SEC Financial Statements"	Section 3.5(c)
"Company Termination Fee"	Section 7.3(a)
"Confidentiality Agreement"	Section 5.2(b)
"Continuing Employee"	Section 5.7(a)
"D&O Insurance"	Section 5.8(c)
"DGCL"	Recitals
"Dissenting Shares"	Section 2.3
"Effect"	Section 8.4
"Effective Time"	Section 1.5
"Expiration Date"	Section 1.1(d)
"GDPR"	Section 8.4
"Indemnitee"	Section 5.9(a)
"Initial Expiration Date"	Section 1.1(d)
"Labor Agreement"	Section 3.12(a)
"Marcelo Support Agreement"	Recitals
"Merger"	Recitals
"Merger Consideration"	Section 2.1(a)
"Merger Sub"	Preamble
"Minimum Condition"	Section 1.1(a)
"Notice Period"	Section 5.3(d)
"Offer"	Recitals

"Offer Documents"	Section 1.1(g)
"Offer Price"	Recitals
"Offer to Purchase"	Section 1.1(c)
"Outside Date"	Section 1.1(e)
"Parent"	Preamble
"Parent Disclosure Schedule"	Article 4
"Parent Subsidiary"	Section 4.3(a)
"Paying Agent"	Section 2.2(a)
"Permits"	Section 3.10
"Preferred Share"	Section 2.1(d)
"Preferred Share Offer Price"	Recitals
"Products"	Section 3.17(f)
"Proposed Changed Terms"	Section 5.3(d)(ii)
"Series A Preferred Stock Consideration"	Section 2.1(d)
"Schedule TO"	Section 1.1(g)
"Schedule 14D-9"	Section 1.2(a)
"Service Provider"	Section 3.11(a)
"Share Offer"	Recitals
"Share Offer Price"	Recitals
"Shares"	Recitals
"Superior Proposal"	Section 5.3(g)(iii)
"Support Agreements"	Recitals
"Surviving Corporation"	Section 1.3(a)
"Tenzing Support Agreement"	Recitals
"Transactions"	Section 1.1(a)

8.6 *Headings.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.7 *Severability.* If any term or other provision (or part thereof) of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement (or parts thereof) shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision (or part thereof) is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

8.8 *Entire Agreement.* This Agreement (together with the Exhibits, Parent Disclosure Schedule and Company Disclosure Schedule and the other documents delivered pursuant hereto) and the Confidentiality Agreement constitute the entire agreement of the parties and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein or therein, are not intended to confer upon any other Person any rights or remedies hereunder or thereunder.

8.9 *Assignment.* Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of each of the other parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

8.10 *No Third Party Beneficiaries.* This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except (a) as set forth in or contemplated by the terms and provisions of Section 5.8 (with respect to which the Indemnitees shall be third party beneficiaries) and (b) from and after the Effective Time, the rights of holders of Shares, Preferred Shares, Company Options and Company RSUs to receive the consideration set forth in this Agreement.

8.11 *Mutual Drafting; Interpretation.* Each party has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." As used in this Agreement, references to a "party" or the "parties" are intended to refer to a party to this Agreement or the parties to this Agreement. The words "made available to Parent" and words of similar import refer to documents (i) posted to the data room maintained by the Company or its Representatives in connection with the transactions contemplated by this Agreement, (ii) delivered in person or electronically to Parent, Merger Sub or any of their respective Representatives or (iii) that are publicly available in the Electronic Data Gathering, Analysis and Retrieval (EDGAR) database of the SEC, in each case, at least one (1) Business Day prior to the date of this Agreement. Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits," "Annexes" and "Schedules" are intended to refer to Sections of this Agreement and Exhibits, Annexes and Schedules to this Agreement. All references in this Agreement to "$" are intended to refer to U.S. dollars. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive.

8.12 *Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury*.

(a) This Agreement and all claims and causes of action arising in connection herewith shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to Laws that may be applicable under conflicts of laws principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, in the event such court does not have jurisdiction, Federal court of the United States of America, sitting in Delaware, and any appellate court from any thereof, in any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such Proceeding except in such courts, (ii) agrees that any claim in respect of any such Proceeding may be heard and determined in such Delaware State court or, to the extent permitted by Law, in such Federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Proceeding in any such Delaware State or Federal court, and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Proceeding in any such Delaware State or Federal court. Each of the parties agrees that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in *Section 8.3*. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS *SECTION 8.12(c)*.

8.13 *Counterparts.* This Agreement may be signed in any number of counterparts, including by facsimile or other electronic transmission each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

8.14 *Specific Performance.* The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at Law would exist and damages would be difficult to determine, and accordingly, (i) the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific performance of the terms hereof, this being in addition to any other remedy to which they are entitled at Law or in equity, (ii) the parties waive any requirement for the securing or posting of any bond in connection with the obtaining of any specific

performance or injunctive relief and (iii) the parties will waive, in any action for specific performance, the defense of adequacy of a remedy at Law. The Company's or Parent's pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which such party may be entitled, including the right to pursue remedies for liabilities or damages incurred or suffered by the other party in the case of Fraud or Willful and Material Breach of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be executed as of the date first written above by their respective officers or managers thereunto duly authorized.

Parent:

IAC/INTERACTIVECORP

By: /s/ GREGG WINIARSKI

Name: Gregg Winiarski
Title: *Executive Vice President and General Counsel*

Merger Sub:

BUZZ MERGER SUB INC.

By: /s/ GREGG WINIARSKI

Name: Gregg Winiarski
Title: *Vice President and Assistant Secretary*

The Company:

CARE.COM, INC.

By: /s/ SHEILA LIRIO MARCELO

Name: Sheila Lirio Marcelo
Title: *Chief Executive Officer*

[Signature Page to Agreement and Plan of Merger]

ANNEX 1

CONDITIONS TO THE OFFER

Notwithstanding any other provisions of the Offer, subject to the provisions of the Merger Agreement and applicable Law, Merger Sub shall not be required to (and Parent shall not be required to cause Merger Sub to) accept for payment any validly tendered (and not validly withdrawn) Shares or Preferred Shares, if (a) the Minimum Condition shall not have been satisfied at the Expiration Date, (b) any applicable waiting period, together with any extensions thereof, under the Competition Laws shall not have expired or been terminated and approvals under any Competition Law required for Closing shall not have been obtained, or (c) any of the following events, conditions, state of facts or developments exists or has occurred and is continuing at the Expiration Date:

(i) the consummation of the Offer or the Merger shall then be restrained, enjoined or prohibited by any Order (whether temporary, preliminary or permanent) of a court of competent jurisdiction or any other Governmental Entity or there shall be in effect any Law enacted or promulgated by any Governmental Entity that prevents the consummation of the Offer or the Merger;

(ii) any representation and warranty of the Company (i) contained in *Sections 3.1* (Corporate Organization), *3.2(b)* (Equity Interests), *3.3* (Authority; Execution and Delivery; Enforceability) and *3.18* (Broker's Fees) of the Merger Agreement shall fail to be true and correct in all material respects at and as of the date of the Merger Agreement and at and as of the Expiration Date as though made on the Expiration Date, except for representations and warranties that relate to a specific date or time (which need only be true and correct in all material respects as of such date or time); (ii) contained in Section *3.2(a)* (Capitalization) of the Merger Agreement, shall fail to be true and correct in all respects at and as of the date of the Merger Agreement and at and as of the Expiration Date as though made on the Expiration Date, except for representations and warranties that relate to a specific date or time (which need only be true and correct in all respects as of such date or time) and except for *de minimis* inaccuracies; and (iii) otherwise set forth in *Article 3* of the Merger Agreement, without giving effect to any qualifications as to materiality or Company Material Adverse Effect or other similar qualifications contained therein, shall fail to be true and correct at and as of the date of the Merger Agreement and at and as of the Expiration Date as though made on the Expiration Date, except for representations and warranties that relate to a specific date or time (which need only be true and correct as of such date or time), except as has not had and would not reasonably be expected to have, individually or in the aggregate with all other failures to be true or correct, a Company Material Adverse Effect;

(iii) the Company shall have breached or failed to perform or comply with in all material respects all covenants and agreements required to be performed or complied with by it under the Merger Agreement at or prior to the Expiration Date;

(iv) any change, event, effect, circumstance, condition, occurrence or development shall have occurred that, individually or in the aggregate, has had or would reasonably be expected to have, a Company Material Adverse Effect, since the date of the Merger Agreement;

(v) the Merger Agreement shall have been properly and validly terminated in accordance with its terms; or

(vi) the Company shall have failed to delivered to Parent a certificate, dated as of the Expiration Date and signed by an executive officer of the Company, certifying to the effect that the conditions set forth in *Sections (ii), (iii) and (iv) of Paragraph (c) of this Annex I have bee*n satisfied; or

The foregoing conditions are for the benefit of the Parent and Merger Sub and may be waived by the Parent or Merger Sub in whole or in part at any time or from time to time prior to the Expiration Date (except that the Minimum Condition may not be waived), in each case, subject to the terms of the Merger Agreement and applicable Laws, including the applicable rules and regulations of the SEC.

The foregoing conditions shall be in addition to, and not a limitation of, the rights and obligations of Merger Sub to extend, terminate, amend and/or modify the Offer in accordance with the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC. The failure by Parent or Merger Sub at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

Capitalized terms used in this Annex I and not defined in this Annex I shall have the meanings set forth in the Agreement and Plan of Merger (the "Merger Agreement"), dated as of December 20, 2019 by and among Parent, Merger Sub and the Company.

October 14, 2019

IAC/InterActiveCorp
555 West 18th Street
New York, NY 10011

Attn: Glenn Schiffman, CFO

Re: Confidentiality Agreement

Ladies and Gentlemen:

In connection with the consideration by IAC/InterActiveCorp ("you" or "IAC") of a possible negotiated transaction with (a "Possible Transaction") Care.com, Inc. and/or its subsidiaries (collectively, with such subsidiaries, the "Company"), the Company is prepared to make available to IAC and its Representatives (as hereinafter defined) certain information concerning the business, financial condition, operations, assets and liabilities of the Company. In connection with a Possible Transaction, IAC may also disclose certain confidential, non-public, and/or proprietary information in respect of IAC and/or its affiliates. A party disclosing information to the other and/or its Representatives shall be known as the "Disclosing Party"; a party receiving information from a Disclosing Party and/or Representatives shall be known as the "Receiving Party," as the case may be. As a condition to such information being furnished to the Receiving Party and its Representatives, the Receiving Party agrees that it will, and will cause its Representatives to, treat the Evaluation Material (as hereinafter defined) in accordance with the provisions of this letter agreement and take or abstain from taking certain other actions as set forth herein. The term "affiliates" has the meaning given to it under the Securities Exchange Act of 1934, as amended (the "1934 Act"); provided, for the purposes hereof, each of (x) Match Group, Inc. and its subsidiaries ("MTCH") and (y) ANGI Homeservices, Inc. and its subsidiaries ("ANGI") shall not be deemed affiliates of you. The term "Representatives" (i) with respect to you, shall only include your affiliates, members, directors, officers, managers, general partners, employees, outside counsel, accountants, agents, consultants, one financial advisor (subject to compliance with Section 2 below) (the "Financial Advisor"), and, subject to receipt of prior written consent of the Company and compliance with Section 2 below, may also include additional financial advisors and potential sources of equity or debt financing (and their respective outside counsel, accountants, consultants and financial advisors), and (ii) with respect to the Company, shall include its members, directors, shareholders, officers, employees, agents, affiliates, partners, and advisors and those of its subsidiaries, affiliates and/or divisions (including, without limitation, attorneys, accountants, consultants and financial advisors).

1. Evaluation Material. The term "Evaluation Material" shall mean all information relating, directly or indirectly, to the Disclosing Party or the business, including, without limitation, products, markets, condition (financial or other), operations, assets, liabilities,

results of operations, cash flows or prospects of the Disclosing Party (whether prepared by the Disclosing Party, its advisors or otherwise) which is delivered, disclosed or furnished by or on behalf of the Disclosing Party to the Receiving Party or to its Representatives, before, on or after the date hereof, regardless of the manner in which it is delivered, disclosed or furnished, or which the Receiving Party or its Representatives otherwise learn or obtain, through observation or through analysis of such information, data or knowledge, and shall also be deemed to include all portions of notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by the Receiving Party or its Representatives that contain, reflect or are based upon, in whole or in part, the information delivered, disclosed or furnished to the Receiving Party or its Representatives pursuant hereto. Notwithstanding any other provision hereof, the term Evaluation Material shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in violation of the terms of this letter agreement, (ii) was or becomes within possession of the Receiving Party or any of its Representatives on a non-confidential basis prior to it being furnished to the Receiving Party by or on behalf of the Disclosing Party or any of its Representatives, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any other party with respect to such information, (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any other party with respect to such information, or (iv) is or has been independently acquired or developed by the Receiving Party and/or any of its Representatives without reference to, or use of, the Evaluation Material.

2. Use and Disclosure of Evaluation Material. The Receiving Party recognizes and acknowledges the competitive value and confidential nature of the Evaluation Material and the damage that may result to the Disclosing Party if any information contained therein is disclosed to a third party in violation of the terms hereof. The Receiving Party hereby agrees that it and its Representatives shall use the Evaluation Material solely for the purpose of evaluating, negotiating, and/or consummating a Possible Transaction and for no other purpose, that the Evaluation Material will be kept confidential and that the Receiving Party and its Representatives will not disclose any of the Evaluation Material in any manner whatsoever except as permitted in accordance with the terms of this letter agreement; *provided, however,* that (i) the Receiving Party may make any disclosure of the Evaluation Material to which the Disclosing Party gives its prior written consent, as required by law, or as provided in a final definitive agreement regarding a Possible Transaction when, as and if executed, and (ii) any of the Evaluation Material may be disclosed to the Representatives of the Receiving Party who need to know such information for the purpose of evaluating, negotiating, and/or consummating a Possible Transaction, who agree to be bound by the terms hereof. For the avoidance of doubt, you shall not disclose the Evaluation Material to either MTCH or ANGI. In any event, the Receiving Party agrees to undertake reasonable precautions to safeguard and protect the confidentiality of the Evaluation Material, to accept responsibility for any breach of this letter agreement by the Receiving Party or any of its Representatives, and, at its sole expense, to take

all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or uses of the Evaluation Material.

In addition, both parties agree that, without the prior written consent of the other party, neither party hereto and its Representatives will disclose to any other person the fact that the Receiving Party or its Representatives have received Evaluation Material, (x) that Evaluation Material has been made available to the Receiving Party or its Representatives, (y) that investigations, discussions or negotiations are taking place concerning a Possible Transaction or (z) any of the terms, conditions or other facts with respect to a Possible Transaction, including the status thereof and the identity of the parties thereto by name or by identifiable description (collectively, the "Discussion Information"); provided, that the Company shall not be prohibited or restricted from using any of the information described in the foregoing clause (z) in connection with ordinary course negotiations with one or more potential bidders to the extent your identity is not directly or indirectly disclosed (including by way of providing information that could reasonably be used to identify you) and drafts of definitive documents are not provided. Without limiting the generality of the foregoing, you further agree that, without the prior written consent of the Company, (a) you and your Representatives will not, directly or indirectly, consult or share Evaluation Material or Discussion Information with, or enter into any agreement, arrangement or understanding with any co-investor, source of equity financing or prospective bidder (each a "Financing Source") regarding a Possible Transaction, including, without limitation, discussions or other communications with any other prospective bidder for the Company with respect to (i) whether or not you or such other prospective bidder will make a bid or offer for the Company or (ii) the price that you or such other bidder may bid or offer for the Company and (b) the Financial Advisor shall not be a financing source for you in connection with a Possible Transaction. You agree that neither you nor any of your Representatives will, without the prior written consent of the Company, directly or indirectly, enter into any agreement, arrangement or understanding with any other person (including any Financing Source or the Financial Advisor) that has or would have the effect of requiring such person to provide you with financing or other potential sources of capital or financial advisory services on an exclusive basis in connection with a Possible Transaction; provided, that the foregoing shall not prohibit you from entering into any engagement letter with a financial advisory service provider requiring such provider to "run trees" within its organization. The term "person" as used in this letter agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

In the event that the Receiving Party or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Evaluation Material or Discussion Information, the Receiving Party shall, if legally permissible or practicable, provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may in its sole discretion seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party or any of its Representatives are nonetheless, in the opinion of legal counsel, legally compelled to disclose Evaluation Material or Discussion Information, the Receiving Party or its Representatives may, without liability hereunder, disclose

only that portion of the Evaluation Material or Discussion Information which such counsel advises is legally required to be disclosed, *provided*, that the Receiving Party shall use reasonable efforts to preserve the confidentiality of the Evaluation Material and the Discussion Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material and the Discussion Information by such tribunal; and *provided further* that the Receiving Party shall promptly notify the Disclosing Party of (i) its determination to make such disclosure and (ii) the nature, scope and contents of such disclosure.

3. Return and Destruction of Evaluation Material. At any time upon the written request of the Disclosing Party in its sole discretion and for any reason, the Receiving Party will as directed by the Company promptly (and in any case within ten (10) business days from the receipt of the Company's request) deliver, at Receiving Party's expense, to the Disclosing Party or destroy all Evaluation Material (and any copies thereof) furnished to the Receiving Party or its Representatives by or on behalf of the Disclosing Party; *provided*, however, that neither the Receiving Party nor any of its Representatives shall be obligated to return or destroy Evaluation Material to the extent it has been electronically archived by any such party in accordance with its automated security and/or disaster recovery procedures as in effect from time to time so long as such Evaluation Material is held in accordance with the confidentiality and use provisions of this letter agreement for so long as such Evaluation Material is so archived. In the event of such a decision or request, all other Evaluation Material shall be returned or destroyed and no copy thereof shall be retained, and, upon the Disclosing Party's request, the Receiving Party shall provide the Disclosing Party with prompt (and in any case within ten (10) business days from the receipt of the Company's request) written confirmation (via e-mail being sufficient) of its compliance with this paragraph. Notwithstanding the return or destruction of the Evaluation Material, the Receiving Party and its Representatives shall continue to be bound by its obligations of confidentiality and other obligations and agreements hereunder.

4. No Representations or Warranties. The Receiving Party understands, acknowledges and agrees that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. Only those representations or warranties which are made in a final definitive agreement regarding a Potential Transaction contemplated hereby, when, as and if executed and delivered, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

5. No Solicitation. In consideration of the Evaluation Material being furnished to you, you hereby agree that, for a period of twelve months from the date hereof, neither you nor any of your controlled affiliates who receive Evaluation Material and are acting on your behalf will, without the prior written consent of the Company, directly or indirectly, solicit to employ any of the officers or management-level employees of the Company with whom you have had personal contact during your evaluation of a Possible Transaction ("Restricted Officers"); *provided, however,* that (a) you may engage in general solicitations for employees in the ordinary course of business and consistent with past practice, including through the use of advertisements in the media and search firm engagements, so long as such solicitations are not

directed towards Restricted Officers of the Company, and (b) the foregoing shall not preclude you from soliciting any person (i) who responds to any such public advertisement, or general solicitation, for employment, or (ii) whose employment with the Company terminated at such employee's sole discretion without any inducement by the Company at least three months prior to the commencement of employment discussions with such individual, or (iii) whose employment with the Company terminated at Company's discretion, or (iv) who initiates employment discussions on his or her own initiative as evidenced by proper forms of documentary evidence.

6. Material Non-Public Information; Securities Laws. Both parties hereto acknowledge and agree that they are aware (and that their respective Representatives are aware or, upon receipt of any Evaluation Material or Discussion Information, will be advised by the Receiving Party) that (i) the Evaluation Material being furnished to the Receiving Party or its Representatives contains material, non-public information regarding the Disclosing Party and (ii) the United States securities laws prohibit any persons who have material, nonpublic information concerning the matters which are the subject of this letter agreement, including the Discussion Information, from purchasing or selling securities of a company which may be a party to a transaction of the type contemplated by this letter agreement or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

7. Standstill. As of the date hereof, you hereby represent and warrant to the Company that neither you nor any of your Representatives acting on your behalf or affiliates owns any securities of the Company. You agree that beginning on the date hereof and ending on the earliest of (x) one year from the date of this letter agreement, (y) the time at which the Company enters into a definitive agreement with respect to (i) the acquisition, directly or indirectly, of more than fifty percent (50%) of the Company's outstanding common stock (or other securities representing more than fifty percent (50%) of the aggregate voting power of securities entitled to vote in an election of directors) or more than fifty percent (50%)of the assets of the Company and its subsidiaries on a consolidated basis or (ii) any tender or exchange offer, merger or other business combination or any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction (provided that, in the case of any transaction covered by this clause (ii), immediately following such transaction, any person (or the direct or indirect shareholders of such person) or group will beneficially own more than fifty percent (50%) of the Company's outstanding common stock (or other securities representing more than fifty percent (50%) of the aggregate voting power of securities entitled to vote in an election of directors) of the Company or the surviving parent entity in such transaction), and (z) a person or group (I) acquires (whether via tender offer, exchange offer or otherwise) or (II) has commenced a tender offer or exchange offer under Rule 14(d) of the 1934 Act that, if completed in accordance with its terms, would result in the acquisition of, more than fifty percent (50%) of the Company's outstanding common stock (or other securities representing more than fifty percent (50%) of the aggregate voting power of securities entitled to vote in an election of directors) (the "Standstill Period"), unless specifically invited in writing by the Board of Directors of the Company (or by a Representative of the Company on behalf of the Board of Directors), neither you nor any of your affiliates who receive Evaluation Material and are acting on your behalf or

on behalf of other persons acting in concert with you will in any manner, directly or indirectly: (a) effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or cause or participate in or in any way knowingly assist, facilitate or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof), or rights or options to acquire any securities (or beneficial ownership thereof), or any material assets, indebtedness or businesses of the Company or any of its subsidiaries, (ii) any tender or exchange offer, merger or other business combination involving the Company, any of the subsidiaries or assets of the Company or the subsidiaries constituting a significant portion of the consolidated assets of the Company and its subsidiaries, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries, or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company or any of its affiliates; (b) form, join or in any way participate in a "group" (as defined under the 1934 Act) with respect to the Company or otherwise act in concert with any person in respect of any such securities; (c) otherwise act, alone or in concert with others, to seek representation on or to control or influence the management, Board of Directors or policies of the Company or to obtain representation on the Board of Directors of the Company; (d) take any action which would or would reasonably be expected to force the Company to make a public announcement regarding any of the types of matters set forth in (a) above; or (e) enter into any discussions or arrangements with any third party (other than your Representatives) with respect to any of the foregoing; provided, that the foregoing obligations shall not apply to any acquisition, either directly or indirectly, of securities of a party or any of a party's subsidiaries by any employee benefit or similar plan of the other party or such other party's Representatives that does not have knowledge of, or access to, any Evaluation Material or Discussion Information (so long as such acquisition was not directed by a party or any of its Representatives that have knowledge of, or access to, any Evaluation Material or Discussion Information). You also agree during the Standstill Period not to request (in any manner that would reasonably be likely to cause the Company to disclose publicly) that the Company or any of its Representatives, directly or indirectly, amend or waive any provision of this paragraph (including this sentence). Notwithstanding the foregoing, nothing in this paragraph 7 shall, directly or indirectly, prevent or otherwise limit you from initiating or continuing any confidential discussions, requests or communications (including any confidential request to amend or waive any provision of this paragraph 7) with the Company or its board of directors or at any time making any confidential offer or proposal to the Company or its board of directors relating to any potential transaction, in each case, in such a manner as would not reasonably be expected to require the public disclosure thereof by the Company or any of its Representatives.

8. No Agreement. Both parties hereto understand and agree that no contract or agreement providing for a Possible Transaction shall be deemed to exist between you and the Company unless and until a final definitive agreement has been executed and delivered, and each of the Company and IAC hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with a Possible Transaction unless and until you and the Company shall have entered into a final definitive agreement. Both parties hereto also agree that unless and until a final definitive agreement regarding a Possible Transaction has been executed

and delivered, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to such a Possible Transaction by virtue of this letter agreement except for the matters specifically agreed to herein. Each of the Company and IAC reserves the right, in its sole discretion, to determine not to engage in discussions or negotiations and to terminate discussions and negotiations with the other party at any time. You further acknowledge and agree that the Company reserves the right, in its sole discretion, to reject any and all proposals made by you or any of your Representatives with regard to a Possible Transaction and to conduct, directly or through any of its Representatives, any process for any transaction involving the Company or any of its subsidiaries, if and as they in their sole discretion shall determine (including, without limitation, negotiating with any other interested parties and entering into a definitive agreement without prior notice to you or any other person).

9. No Waiver of Rights. It is understood and agreed that no failure or delay by the Company or IAC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10. Remedies. It is understood and agreed that money damages may not be an adequate remedy for any breach of this letter agreement by the breaching party or any of its Representatives and that the non-breaching party shall be entitled to equitable relief, including, without limitation, injunction and specific performance, as a remedy for any such actual or potential breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by the breaching party of this letter agreement but shall be in addition to all other remedies available at law or equity to the non-breaching party. Both parties hereto further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this letter agreement is or would be compensable by an award of money damages, and the parties hereto agree to waive any requirements for the securing or posting of any bond in connection with such remedy.

11. Governing Law. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflict of law provisions thereof that would result in the application of the laws of any other jurisdiction. Both parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the federal and state courts sitting in New Castle County for any actions, suits or proceedings arising out of or relating to this letter agreement and the transactions contemplated hereby (and the parties hereto agree not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document by U.S. registered mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against the other party in any such court). Both parties hereto hereby irrevocably and unconditionally waive any objection which either party may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of this letter agreement or the transactions contemplated hereby in the courts sitting in New Castle County, Delaware, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any

such court has been brought in an inconvenient forum. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT.

12. Entire Agreement. This letter agreement contains the entire agreement between you and the Company regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between you and the Company regarding such subject matter, and shall not be subsequently limited, modified or amended by any "clickthrough" agreement relating to the confidentiality of the Evaluation Material agreed to by you in connection with your access to any data site maintained in connection with a Possible Transaction.

13. No Modification. No provision in this letter agreement can be waived, modified or amended except by written consent of you and the Company, which consent shall specifically refer to the provision to be waived, modified or amended and shall explicitly make such waiver, modification or amendment.

14. Counterparts. This letter agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute a single instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

15. Severability. If any provision of this letter agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this letter agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

16. Inquiries. All inquiries for information about the Company and its subsidiaries and communications with the Company in connection with a Possible Transaction shall be made through Pedro Costa of Morgan Stanley & Co. LLC ("Banker") unless otherwise instructed or facilitated by the Banker. Neither you nor any of your Representatives will contact any third party with whom the Company or any of its subsidiaries has a business or other relationship specified in the Evaluation Material or as otherwise known by you (including without limitation any director, officer, employee, customer, supplier, stockholder or creditor of the Company or any of its subsidiaries) in connection with a Possible Transaction without the Company's prior written consent. For the avoidance of doubt, this letter agreement shall not limit, restrict or impair IAC's or any of its Representatives' ability to contact any person in the ordinary course of business unrelated to and without reference to a Possible Transaction.

17. Assignment; Successors. Neither party hereto shall assign in whole or in part its rights or obligations under this letter agreement without the express written consent of the other party; *provided*, however, that either party may assign this letter agreement without such consent to the surviving entity in a merger or sale of all or substantially all of the assets of such party. This letter agreement shall inure to the benefit of, and be enforceable by, the Company and its successors and assigns.

18. Third Party Beneficiaries. You agree and acknowledge that this letter agreement is being entered into by and on behalf of the Company and its affiliates, subsidiaries and divisions and that they shall be third party beneficiaries hereof, having all rights to enforce this letter agreement. You further agree that, except for such parties, nothing herein expressed or implied is intended to confer upon or give any rights or remedies to any other person under or by reason of this letter agreement.

19. No License. Nothing herein shall be deemed to grant to the Receiving Party a license, whether directly or by implication, estoppel or otherwise, to any Evaluation Material of the Disclosing Party.

20. No Restriction on Other Business Activities. This letter agreement shall not be construed to limit the Disclosing Party's, the Receiving Party's, or any of their respective Representatives' right to independently develop or acquire products, services, or technology without use of or reference to the other party's Evaluation Material. The Disclosing Party understands and acknowledges that the Receiving Party and/or its Representatives may currently or in the future be developing information, knowledge or technology internally, or obtaining information, knowledge or technology from other persons, that may be similar to information, knowledge or technology contained or reflected in the Disclosing Party's Evaluation Material. Provided that each party complies with its obligations contained herein, and except as otherwise expressly provided herein, this letter agreement shall not in any way limit, restrict or preclude either party from pursuing any of its present or future business activities or interests or from entering into any agreement or transaction with any person, regardless of whether such business activities or interests are competitive with the business activities or interests of the other party and regardless of whether the subject matter of any such agreement or transaction is any way similar to a Possible Transaction and/or any Evaluation Material.

21. Term. Except as otherwise expressly stated herein, the term of this letter agreement and obligations hereunder will terminate two (2) years from the date hereof.

[Signature Page Follows]

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between you and the Company.

Very truly yours,

CARE.COM, INC.

By: /s/ Melanie Goins
Name: Melanie Goins
Title: General Counsel

CONFIRMED AND AGREED
as of the date written above:

IAC/InterActiveCorp

By: /s/ Gregg Winiarski
Name: Gregg Winiarski
Title: EVP & General Counsel

Amendment No. 1 to Mutual Non-Disclosure Agreement

This Amendment No. I (this "**Amendment**") to the confidentiality letter agreement (the "**Agreement**"), dated as of October 14, 2019, between IAC/InterActiveCorp, a Delaware corporation ("**IAC**"), and Care.com, Inc., a Delaware corporation (the "**Company**"), is made as of November 24, 2019.

WHEREAS, both IAC and the Company desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. Definition of Affiliates. Effective as of the date of this Amendment, the parties agree to permit disclosure of Evaluation Material to ANGI Homeservices, Inc. and its subsidiaries ("ANGI"), and the definition of the term "affiliate" in the first paragraph of the Agreement shall be amended in its entirety to read:

   "The term "affiliates" has the meaning given to it under the Securities Exchange Act of 1934, as amended (the "1934 Act"); provided, for the purposes hereof, Match Group, Inc. and its subsidiaries ("MTCH") shall not be deemed affiliates of IAC."

2. Use and Disclosure of Evaluation Material. Effective as of the date of this Amendment, the last two sentences in the first paragraph of Section 2 of the Agreement shall be amended in their entirety to read:

   "For the avoidance of doubt, you shall not disclose the Evaluation Material to MTCH. In any event, the Receiving Party agrees to undertake reasonable precautions to safeguard and protect the confidentiality of the Evaluation Material, to accept responsibility for any breach of this letter agreement by the Receiving Party or any of its Representatives, and, at its sole expense, to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or uses of the Evaluation Material."

3. No Solicitation. Effective as of the date of this Amendment, Section 5 of the Agreement shall be amended in its entirety to read:

   "In consideration of the Evaluation Material being furnished to you, you hereby agree that, for a period of twelve months from the date hereof, neither you nor any of your controlled affiliates who receive Evaluation Material, have had personal contact with Restricted Officers (as defined below) and are acting on your behalf will, without the prior written consent of the Company, directly or indirectly, solicit to employ any of the officers or management-level employees of the Company with whom you have had personal contact during your evaluation of a Possible Transaction or in the case of your controlled affiliates with whom they had personal contact during their involvement in the evaluation of a Possible Transaction, as applicable ("Restricted Officers"); *provided, however,* that (a) any action taken by your controlled affiliates at your direction will be deemed an action taken by you for purposes of this Section 5, (b) you

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and your controlled affiliates may engage in general solicitations for employees in the ordinary course of business and consistent with past practice, including through the use of advertisements in the media and search firm engagements, so long as such solicitations are not directed towards Restricted Officers of the Company, and (c) the foregoing shall not preclude you or your controlled affiliates from soliciting any person (i) who responds to any such public advertisement, or general solicitation, for employment, or (ii) whose employment with the Company terminated at such employee's sole discretion without any inducement by the Company at least three months prior to the commencement of employment discussions with such individual, or (iii) whose employment with the Company terminated at Company's discretion, or (iv) who initiates employment discussions on his or her own initiative as evidenced by proper forms of documentary evidence."

4. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

5. Conflicts and Full Force and Effect. In the event any term or provision of this Amendment conflicts with a term or a provision of the Agreement, this Amendment shall control. Except as expressly amended herein, the Agreement shall remain in full force and effect in accordance with its terms.

6. Counterparts and Facsimile. This Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile or PDF transmission by one party to another party of an executed signature page of this Amendment shall have the same effect as delivery of an original signature page.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives or officers as of the date written above.

IAC/InterActiveCorp

/s/ Kendall Handler

By: Kendall Handler
Title: VP M&A Counsel

Care.com, Inc.

/s/ Melanie Goins

By: Melanie Goins
Title: General Counsel