

ALTIERRE CORPORATION

AMENDED AND RESTATED VOTING AGREEMENT

THIS AMENDED AND RESTATED VOTING AGREEMENT (the "**Agreement**") is entered into as of September 30, 2013 (the "**Effective Date**"), by and among Altierre Corporation, a California corporation (the "**Company**"), the holders of shares of the Company's Preferred Stock (the "**Preferred Shareholders**," or alternatively, the "**Investors**") listed on Schedule A hereto and certain holders of the Company's Common Stock listed on Schedule A hereto (the "**Common Shareholders**," and collectively with the Preferred Shareholders, the "**Shareholders**") In addition, those persons and entities acquiring shares of the Company's Preferred Stock after the Effective Date shall also become parties to this Agreement by delivering executed counter-part signature pages to the Company The Company and the Shareholders collectively are referred to herein as the "**Parties**" The Company's Board of Directors is referred to herein as the "**Board**"

RECITALS

A In connection with the sale and issuance of its Series E Preferred Stock (such Series E Preferred Stock, together with the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series F Preferred Stock, the "**Preferred Stock**") pursuant to the Series E Preferred Stock Purchase Agreement dated as of October 8, 2010 as amended, the Company entered into that certain Amended and Restated Voting Agreement of even date therewith with certain Shareholders (as defined therein) (the "**Prior Agreement**")

B Concurrently with the execution of this Agreement, certain Investors are purchasing from the Company shares of its Series F Preferred Stock (the "**Series F Preferred Stock**") pursuant to a Series F Preferred Stock Purchase Agreement of even date herewith, by and among the Company and such Investors, as the same may be amended from time to time (the "**Purchase Agreement**")

C As an inducement to the Investors to purchase the Series F Preferred Stock pursuant to the Purchase Agreement, the Shareholders and the Company desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the Company's capital stock held by the Shareholders will be voted on certain matters

D The Amended and Restated Articles of Incorporation of the Company (as the same may be amended from time to time, the "**Restated Articles**") provide the following there shall be a total of five (5) directors, the holders of Series F Preferred Stock, voting together as a single class, shall have the right to elect one (1) member of the Board (the "**Series F Director**"), the holders of Series E Preferred Stock, voting together as a single class, shall have the right to elect one (1) member of the Board (the "**Series E Director**"), the holders of Series D Preferred Stock voting together as a single class, shall be entitled to elect one (1) member of the Board (the "**Series D Director**" and, together with the Series F Director and the Series E Director, the "**Preferred Directors**"), the holders of the Company's Common Stock (the "**Common Stock**"), voting together as a single class, shall have the right to elect one member of the Board (the

“Common Director”), the holders of the Preferred Stock and Common Stock, voting together as a single class on an as-converted to Common Stock basis, shall have the right to elect the remaining member of the Board (the “At-Large Director”)

E The obligations of the Company and the Investors under the Purchase Agreement are conditioned upon, among other things, the execution and delivery of this Agreement by the Company and the Shareholders

F Section 11 of the Prior Agreement provides that the written consent of (i) the Company, (ii) the holders of a majority of the Preferred Stock held by the Investors (as defined in the Prior Agreement) and (iii) the holders of a majority of the Common Stock held by the Shareholders (as defined in the Prior Agreement) are required to amend the Prior Agreement

G Section 11 of the Prior Agreement provides that the written consent of Kohl's (as defined in the Prior Agreement) is required to amend Section 2(a) of the Prior Agreement and that the written consent of DESCO (as defined in the Prior Agreement) is required to amend Section 2(b) of the Prior Agreement

H The Company, Kohl's, DESCO, the holders of a majority of the Preferred Stock held by the Investors (as defined in the Prior Agreement) and the holders of a majority of the Common Stock held by the Shareholders (as defined in the Prior Agreement) now desire to amend and restate the Prior Agreement in its entirety as set forth below

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows

1 Size of Board of Directors During the term of the Agreement, each Shareholder, in its, his or her capacity as a shareholder, agrees to vote all shares of capital stock of the Company now or hereafter directly or indirectly owned (of record or beneficially) by such Shareholder to maintain the authorized number of members of the Board at five (5) directors, and to oppose any effort by any person to change the authorized number of directors of the Company from five (5) directors unless such change is approved in accordance with Section C 5(g) of Article III of the Restated Articles

2 Election of Preferred Directors During the term of this Agreement, in any election of Preferred Directors, each Shareholder agrees to vote or act with respect to all of the shares of Preferred Stock of the Company then held beneficially or of record by such Shareholder or over which the Shareholder has voting power (and any other Preferred Stock over which such Shareholder exercises voting control), whether currently held or hereafter acquired, at any meeting of shareholders for the purpose of election of directors, or to sign or cause to be signed written consents in lieu thereof, for the election to the Board, in the following manner

(a) Series E Director

(i) Election of Series E Director

(1) So long as Kohl's holds at least 4,500,000 shares (as adjusted for stock dividends, combinations, splits or the like) of Series E Preferred Stock, at any time on or prior to December 31, 2011, each Shareholder shall vote for one individual nominated by Kohl's (who shall be from and have worked in the retail industry but who shall not be an employee or officer of Kohl's or its affiliates) (such individual, the "Kohl's Nominee"), to serve on the Board as the Series E Director, provided, however, that such Kohl's Nominee is approved by a majority of the other then-serving members of the Board, such approval not to be unreasonably withheld, conditioned or delayed

(2) At any time after December 31, 2011, each Shareholder shall vote for one individual (who shall be from and have worked in the retail industry but who shall not be an employee or officer of Kohl's or its affiliates) nominated by a majority of the then-serving members of the Board other than the then-serving Series E Director (such individual, the "Series E Nominee"), to serve on the Board as the Series E Director, provided, however, that, so long as Kohl's holds at least 4,500,000 shares (as adjusted for stock dividends, combinations, splits or the like) of Series E Preferred Stock, such Series E Nominee is approved by Kohl's, such approval not to be unreasonably withheld, conditioned or delayed

(ii) Vacancy, Removal of Series E Director

(1) In the case of a vacancy in the office of a director elected pursuant to paragraph (a)(1)(1) of this Section 2 on or prior to December 31, 2011, Kohl's shall nominate a successor to the Kohl's Nominee and each Shareholder shall vote all shares then held by such Shareholder to elect the new Kohl's Nominee pursuant to paragraph (a)(1)(1) of this Section 2. Any director who shall have been elected pursuant to paragraph (a)(1)(1) of this Section 2 may be removed during the aforesaid term of office and on or prior to December 31, 2011, whether with or without cause, only upon the written direction by Kohl's to the Shareholders to remove such director, following which each Shareholder agrees to vote all shares then held by such Shareholder in favor of such removal and for the election to the Board of a substitute nominated by Kohl's in accordance with this Section 2(a) and such directorship shall remain unfilled until Kohl's shall nominate a substitute

(2) In the case of a vacancy in the office of a director elected pursuant to paragraph (a)(1)(2) of this Section 2 following December 31, 2011, a majority of the then-remaining members of the Board shall nominate a successor to the Series E Nominee and each Shareholder shall vote all shares then held by such Shareholder to elect the new Series E Nominee pursuant to paragraph (a)(1)(2) of this Section 2. After December 31, 2011, any director who shall have been elected pursuant to paragraph (a)(1)(2) of this Section 2 may be removed during the aforesaid term of office, whether with or without cause, only upon the execution of written instructions to the Shareholders to remove such director, signed by a majority of the then-serving members of the Board other than the then-serving Series E Director, following which each Shareholder agrees to vote all shares then held by such Shareholder in favor of such removal and for the election to the Board of a substitute nominated by a majority of the remaining members of the Board in accordance with this Section 2(a) and such directorship shall remain unfilled until a majority of the remaining members of the Board shall nominate a substitute

(b) Series D Director; Series F Director

(i) Election of DESCO Nominee Each Shareholder shall vote for two individuals nominated by D E Shaw Composite Side Pocket Series 10, L L C ("DESCO") (each such individual, a "DESCO Nominee") to serve on the Board as the Series D Director and the Series F Director, respectively, provided, however, that DESCO shall have no rights under this Agreement to designate a DESCO Nominee at any time after DESCO and/or its affiliates first hold, in the aggregate, fewer than of 4,500,000 shares (as adjusted for stock dividends, combinations, splits or the like) of Company Preferred Stock. The initial DESCO Nominees shall be Andre Turenne and one vacancy. For the purposes of this Section 2(b)(i), the term "affiliates" shall include any investment vehicle managed, directly or indirectly, by D E Shaw & Co, L P, D E Shaw & Co, L L C, and/or any affiliate of any of the foregoing.

(ii) Vacancy, Removal of DESCO Nominee In the case of a vacancy in the office of a director elected pursuant to paragraph (b)(i) of this Section 2, DESCO shall nominate a successor to the DESCO Nominee and each Shareholder shall vote all shares then held by such Shareholder to elect the new DESCO Nominee pursuant to paragraph (b)(i) of this Section 2. Any director who shall have been elected pursuant to paragraph (b)(i) of this Section 2 may be removed during the aforesaid term of office, whether with or without cause, only upon the written direction of DESCO to the Shareholders to remove such director, following which each Shareholder agrees to vote all shares then held by such Shareholder in favor of such removal and for the election to the Board of a substitute nominated by DESCO in accordance with this Section 2(b) and such directorship shall remain unfilled until DESCO shall nominate a substitute.

3 Election of Common Director The Common Director shall be elected by the holders of a majority of the Company's Common Stock, as provided in Section C 3(b)(i) of Article III of the Restated Articles (or its successor provision), provided, however, that the Common Director shall be the Company's then serving Chief Executive Officer. The initial Common Director shall be Sunit Saxena. Any vacancy in the office of the Common Director, and any removal of a Common Director, shall be governed by the Restated Articles, the Bylaws and applicable law.

4 Election of At-Large Director During the term of this Agreement, in any election of the At-Large Director, each Shareholder agrees to vote or act with respect to all of the shares of capital stock of the Company then held beneficially or of record by such Shareholder or over which such Shareholder has voting power (and any other capital stock over which such Shareholder exercises voting control), whether currently held or hereafter acquired, at any meeting of shareholders for the purpose of election of directors, or to sign or cause to be signed written consents in lieu thereof, for the election to the Board, in the following manner:

(a) At-Large Director

(i) Election of At-Large Director If an investor in the Company other than DESCO agrees to purchase at least 5,714,285 shares (as adjusted for stock dividends, combinations, splits or the like) of Company Preferred Stock after the date hereof, each

Shareholder shall vote for an individual nominated by such investor to serve on the Board as the At-Large_Director

(11) Vacancy, Removal of At-Large Director If an investor in the Company other than DESCO agrees to purchase at least 5,714,285 shares (as adjusted for stock dividends, combinations, splits or the like) of Company Preferred Stock after the date hereof, and thereafter there is a vacancy in the office of the At-Large Director nominated by the investor, and such investor then holds at least 4,500,000 shares of Company Preferred Stock, each Shareholder shall vote all shares of Preferred Stock and Common Stock then held by such Shareholder to elect the new At-Large_Director pursuant to paragraph (a)(1) of this Section 4. If an investor in the Company other than DESCO agrees to purchase at least 5,714,285 shares (as adjusted for stock dividends, combinations, splits or the like) of Company Preferred Stock after the date hereof, and such investor then holds at least 4,500,000 shares of Company Preferred Stock, then a director who shall have been elected pursuant to paragraph (a)(1) of this Section 4 may be removed during the aforesaid term of office, whether with or without cause, only upon the written direction by such investor, following which each Shareholder agrees to vote all shares of Preferred Stock and Common Stock then held by such Shareholder in favor of such removal.

5 Irrevocable Proxy Each Shareholder hereby appoints the Company, which shall act by and through its Chief Executive Officer or any other person appointed by the Board (such person, the "Proxy Holder"), its true and lawful proxy and attorney-in-fact, with full power of substitution, to vote either by way of written consent or at any meeting (and any adjournment or postponement thereof) of the Company's shareholders called for purposes of considering the election of directors under Sections 2 through 4 or shareholder approval of transactions under Section 8. This proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by any Shareholder. If any Shareholder fails for any reason to vote his, her or its stock in accordance with the requirements of Section 2, 3, 4 and 8 then the Proxy Holder shall have the right to vote such capital stock at any meeting of the Company's shareholders (or any adjournment or postponement thereof) and in any action by written consent in accordance with the provisions of Section 2, 3, 4 and 8, as applicable. The vote of the Proxy Holder shall control in any conflict between his or her vote of such shares and a vote by a Shareholder of such shares.

6 Legend on Certificates Each certificate representing shares held by the Shareholders, and any assignees or transferees thereof, shall bear, in addition to any other legend required by law or by agreements to which the Company is a party, the following legend:

"THE SALE OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A VOTING AGREEMENT BY AND AMONG THE HOLDER OF THESE SHARES, CERTAIN INVESTORS IN THE CAPITAL STOCK OF THE CORPORATION AND THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION."

7 No Liability for Election of Recommended Director None of the Parties hereto and no officer, director, shareholder, partner, employee or agent of any Party makes any representation or warranty as to the fitness or competence of the nominee of any Party hereunder to serve on the Board by virtue of such Party's execution of this Agreement or by the act of such Party in voting for such nominee pursuant to this Agreement

8 Drag-Along

(a) If an unaffiliated third party makes a bona fide offer to engage in any transaction or series of related transactions that would result in a Change of Control (as defined below) wherein the fair market aggregate consideration payable to the Company or its shareholders exceeds \$300,000,000 and the Board approves the transaction and holders of a majority of (i) the Preferred Stock voting together as a separate class on an as-converted to Common Stock basis and (ii) the Preferred Stock and the Common Stock voting together as a single class on an as-converted to Common Stock basis, vote in favor of such transaction (collectively, the "**Dragging Parties**"), the remaining Shareholders shall have 15 days to match such offer (with financing in place) and, failing their ability to do so, they shall sell their shares and vote with the Dragging Parties in favor of (and shall raise no objections to) such transaction or series of related transactions

(b) The foregoing obligations of the Shareholders are subject to the satisfaction of the following conditions (i) in connection with such transaction(s), each Shareholder shall be entitled to any liquidation and participation preferences otherwise applicable to such transaction(s) as set forth in the Company's Restated Articles (as may be amended from time to time) as in effect immediately prior to the Company's receipt of an offer to engage in such transaction(s) (giving effect to any applicable orders of priority), (ii) any representations and warranties to be made by each Shareholder in connection with such transaction(s) shall be limited to authority and ownership, (iii) each Shareholder shall not be liable for the inaccuracy of any representation or warranty made by any other person other than itself and the Company, and (iv) the liability for indemnification, if any, of each Shareholder for the inaccuracy of any representations and warranties made by the Company shall be several and not joint with any other person, and such liability shall be limited to each Shareholder's pro rata share of a negotiated indemnification amount that in no event exceeds the amount of consideration actually paid to such Shareholder in such transaction(s)

(c) A "**Change of Control**" shall mean the closing of either (i) the sale or exclusive license of all or substantially all of the assets of the Company in any single transaction or series of related transactions other than in the ordinary course of the Company's business or (ii) the merger, reorganization, or consolidation of the Company with or into any other entity (or any series of related mergers, reorganizations or consolidations), other than a merger, reorganization or consolidation of the Company which is done solely to change the domicile of the Company, where the shareholders of the Company immediately prior to such transaction(s) fail to own more than a majority of the voting power of the surviving person

9 Specific Enforcement It is agreed and understood that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by any Party, that this Agreement shall be specifically enforceable and that any breach or threatened breach of this

Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

10 Manner of Voting The voting of shares of the Company's capital stock pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law.

11 Amendments and Waivers Any term hereof may be amended and the observance of any term hereof may be waived only with the written consent of (i) the holders of a majority of the Preferred Stock then held by the Investors on an as-converted to Common Stock basis, (ii) the holders of a majority of the shares of Common Stock then held by the Shareholders and (iii) the Company, *provided, however*, that Sections 2(a) and (b) in respect of the election of the Preferred Directors may be amended solely by the holders of at least a majority of the shares of Preferred Stock (or Common Stock issued on conversion thereof) then held by the Investors, so long as the consent of Kohl's is obtained for any amendment or waiver of Section 2(a), the consent of DESCO is obtained for any amendment or waiver of Section 2(b) and, if an investor in the Company other than DESCO agrees to purchase at least 5,714,285 shares (as adjusted for stock dividends, combinations, splits or the like) of Company Preferred Stock after the date hereof, and such investor then holds at least 4,500,000 shares of Company Preferred Stock, the consent of such investor is obtained for any amendment or waiver of Section 4, *provided, further*, that any amendment or waiver that materially and adversely affects Kohl's in a disproportionate manner from the effect of such amendment or waiver on the other Shareholders shall require Kohl's prior written consent. Any amendment or waiver so effected shall be binding upon the Company and all Shareholders and any assignee or transferee thereof. Notwithstanding the foregoing, any purchaser of Series F Preferred Stock may become a party to this Agreement and an Investor hereunder without any action by the Company or any Investor by delivering to the Company an executed counterpart signature page hereto.

12 Covenants The Parties hereby agree that they shall use their respective commercially reasonable efforts (which shall not require the delivery of remuneration to any other Party or third party) promptly after October 31, 2013 to (a) solicit and obtain the consents of such parties as are necessary and/or appropriate to amend the Restated Articles to cause (i) both of the Preferred Directors to become directors elected by the holders of the Series D Preferred Stock, (ii) the At-Large Director to become a director elected by the holders of the Series F Preferred Stock, and (iii) the Series E Director to become a director elected by the holders of Common Stock and Preferred Stock, voting together on an as-converted to Common Stock basis, and (b) amend this Agreement as is necessary and appropriate to allow the nomination and removal rights for such directorships to nevertheless be as set forth in Section 2 of this Agreement. The parties further agree to use best efforts to execute such instruments and consents and to take such other action as is necessary to approve, within a reasonable period of time after October 31, 2013, an increase in the number of shares reserved for issuance under the Company's stock plan so that the total number of shares available for issuance under such plan equals approximately 5% of the fully-diluted capitalization of the Company.

13 Effect of Change in Company's Capital Structure Appropriate adjustments shall be made in the number and class of shares in the event of a stock dividend, stock split, reverse stock split, combination, reclassification or like change in the capital structure of the Company

14 Severability In case any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby

15 Governing Law This Agreement shall be governed by and construed in accordance with the laws of New York State, without giving effect to the conflicts of law principles thereof

16 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17 Assignees and Transferees The Shareholders hereby agree, and any transferee or assignee of any voting securities of the Company that are owned by the Shareholders is hereby on notice that, any transfer or assignment of such securities of the Company is conditioned upon such transferee's or assignee's execution and delivery of this Agreement prior to such transfer or assignment for the purpose of becoming a Party to and being bound by the terms and conditions of this Agreement Any transferee or assignee that becomes a Party hereto shall be treated as a Preferred Shareholder or Common Shareholder, as the case may be, for all purposes hereunder Any transfer or assignment of any of such voting securities of the Company in violation of this Section 16 shall be void and shall be of no force or effect Subject to the provisions of this Section 16, nothing in this Agreement is intended to prevent any Shareholder from transferring his, her or its rights under this Agreement or the shares of Preferred Stock held by such Shareholder to any affiliate of such Investor

18 Definition of "Affiliates" For the purposes of this Agreement, the term "affiliate," when used herein, means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified, including without limitation any investment vehicle and/or investment fund managed and/or advised, directly or indirectly, by any affiliate (as defined in Rule 144(a) promulgated under the Securities Act of 1933, as amended) of the person specified

19 Notices Any notice required or permitted by this Agreement shall be in writing and shall be personally delivered, delivered by overnight courier, delivered by facsimile or electronic mail or sent prepaid registered or certified mail, return receipt requested, addressed to the other Party at the address and facsimile number set forth on the signature pages attached hereto or at such other address and facsimile number for which such Party gives notice hereunder Notices shall be deemed given (a) if sent by personal delivery, upon delivery, (b) if sent by nationally recognized overnight courier, one (1) business day following deposit with such courier, (c) if sent by facsimile or electronic mail, upon confirmation of successful transmission if sent during normal business hours or the next business day if sent after normal business hours and (d) if sent by registered or certified mail, postage prepaid, return receipt requested, three (3)

business days after mailing, and upon successful transmission if sent by facsimile during normal business hours on the next business day if sent by facsimile after normal business hours

20 Termination This Agreement shall terminate in its entirety and be of no further force or effect upon the earliest of

(a) the closing of a sale of the Company's Common Stock in a firm commitment underwritten registered public offering pursuant to a registration statement under the Securities Act of 1933, as amended (an "IPO"),

(b) the closing of a Change of Control,

(c) the dissolution of the Company pursuant to action validly taken by the shareholders of the Company in accordance with applicable state law, and

(d) the vote to terminate this Agreement by (i) the holders of at least a majority of the then-outstanding shares of Preferred Stock held by the Investors and their assignees, (ii) the holders of a majority of the outstanding shares of Common Stock held by the Shareholders, (iii) the Company, (iv) Kohl's for as long as it has the right to nominate or reasonably accept a director pursuant to Section 2 and (v) DESCO for as long as it has the right to nominate a director pursuant to Section 2

21 Execution by the Company The Company, by its execution in the space provided below, agrees that it will use its best efforts to cause the certificates evidencing the shares of capital stock of the Company to bear the legend required by Section 6 hereof, and it shall supply, free of charge, a copy of this Agreement to any holder of a certificate evidencing shares of capital stock of the Company upon written request from such holder to the Company at its principal office. The Parties hereby agree that the failure to cause the certificates evidencing the shares of capital stock of the Company to bear the legend required by Section 6 hereof and/or failure of the Company to supply, free of charge, a copy of this Agreement as provided under this Section 19 shall not affect the validity or enforceability of this Agreement

22 Additional Covenants of the Company The Company agrees to take all commercially reasonable actions required to ensure that the rights given to the Parties hereunder are effective and that the Parties enjoy the benefits thereof. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all of the provisions of this Agreement and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of the Parties hereunder against impairment

23 Other Matters This Agreement shall not affect the rights of the Shareholders with respect to voting on any matters on which shareholders of the Company are entitled to vote, whether granted by law or by the Restated Articles, except as described herein

24 Attorneys' Fees In the event that any dispute among the Parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such

prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals

25 Facsimile Signatures This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party Each of the Shareholders shall endeavor to deliver the original signature copy to the Company by U S Mail or express overnight delivery However, the failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement

26 Prior Agreement Superseded Pursuant to Section 11 of the Prior Agreement, the requisite undersigned parties who are parties to such Prior Agreement hereby amend and restate the Prior Agreement to read in its entirety as set forth in this Agreement, all with the intent and effect that the Prior Agreement shall hereby be entirely replaced and superseded by this Agreement and all parties to the Prior Agreement shall hereby be bound by this Agreement.

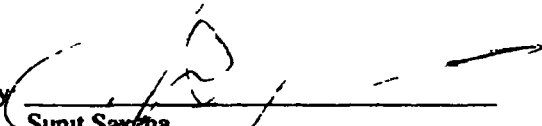
27 Entire Agreement This Agreement contains the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof except as expressly referred to herein

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

COMPANY

ALTIERRE CORPORATION
a California corporation

By 
Sunil Saxena
President and Chief Executive Officer

Address 1980 Concourse Drive
San Jose CA 95131

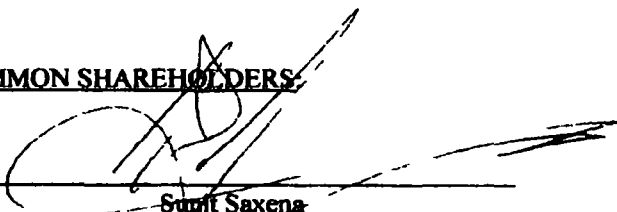
Facsimile (408) 544-2323

[Shareholders' signatures to follow]

[Signature Page to Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

COMMON SHAREHOLDERS

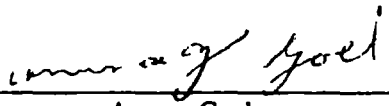

Sumit Saxena

Address 18569 DECATUR ROAD
MONTESERENO, CA 95030

Telephone 408-395-8036

Facsimile 408-395-8517

E-mail SAXENA@ALTIERRE.COM


Anurag Goel

Address 7236 MOUNTAIN TREE WAY
PLEASANTON, CA 94566

Telephone 650-743-3433

Facsimile

E-mail GOEL@ALTIERRE.COM

[Investors signatures to follow]

[Signature Page to Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

ATA Ventures II, L P
by its General Partner, ATA Management II, LLC

ATA Affiliates Fund II, L P
by its General Partner, ATA Management II, LLC

ATA Investment Fund II, L P
by its General Partner, ATA Management II, LLC



Digitally signed by Hatch Graham
DN: cn=Hatch Graham, o=ATA,
email=hgraham@ataventures.com,
c=US
Date: 2011.08.20 13:41:12 -0700

Hatch Graham, Managing Director

ATA Ventures I, L P
by its General Partner, ATA Management I, LLC

ATA Affiliates Fund I, L P
by its General Partner, ATA Management I, LLC

ATA Investment Fund I, L P
by its General Partner, ATA Management I, LLC



Digitally signed by Hatch Graham
DN: cn=Hatch Graham, o=ATA,
email=hgraham@ataventures.com,
c=US
Date: 2011.08.20 13:41:12 -0700

Hatch Graham, Managing Director

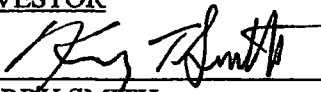
Address 203 Redwood Shores Parkway
Suite 550
Redwood City, CA 94065

Telephone (650) 594-0189
Facsimile (650) 594-0257
E-mail hgraham@ataventures.com

[Signature Page to Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Voting Agreement as of the date first written above

INVESTOR


KERRY SMITH

Address 1420 ST KITTS LANE
FOSTER CITY CA 94404

Telephone 650 759-7425
Facsimile 650 331-7001
E-mail KTSMITH1420@SBCGLOBAL.NET

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Voting Agreement as of the date first above written

INVESTOR

GJ TRUST

By Jorge del Calvo

Name Jorge del Calvo

Title Trustee

C/O Pillsbury Winthrop Shaw
Pittman

Address 2550 Harvard St
Palo Alto, CA 94304

Telephone 650 283 4329

Facsimile 650-233-4545

E-mail Jorge@Pillsburylaw.com

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

KINETIC VENTURES VII, LLC

By William T. Heflin
Name William Heflin
Title Managing Director

Address


Two Wisconsin Circle
Suite 620
Chevy Chase, MD 20815

Telephone 301-652-8066
Facsimile 301-652-8310
E-mail wheflin@kineticventures.com

[Signature Page to Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

LABRADOR VENTURES V-B, LP

By 
Name Larry Kubal
Title Managing Member

Labrador Ventures V-B, LLC
Its General Partner

Address 101 University Ave 4th Floor
Palo Alto, CA 94301

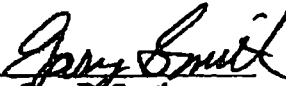
Telephone 650-366-6000
Facsimile 650-366-6430
E-mail LKubal@labrador.com

[Signature Page to Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

INVESTORS

GARY D SMITH & KIMBERLY D SMITH
TRUST DATED NOVEMBER 5, 2001

By 
Name Gary D. Smith
Title TRUSTEE

Address 111 WITTENHAM CT
SAN RAMON
CA 94583

Telephone: 925-200-6085
Facsimile 925-837-6948
E-mail GSMITH@ENCOREASSOCIATES.COM

[Signature Page to Amended and Restated Voting Agreement]

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INVESTOR


RAVI CHIRUVOLU

Address 12011 Greenhills Ct
Cos HILLS Hills, CA 94022

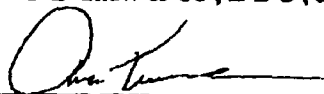
Telephone 650 465-6711
Facsimile _____
E-mail _____

[Signature Page to Amended and Restated Voting Agreement]

IN WITNESS WHEREOF the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

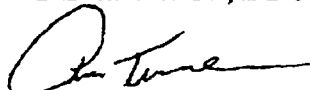
D E Shaw Composite Side Pocket Series 13,
L L C

By D E Shaw & Co , L L C , as Manager

By 
Name Andre Turenne
Title Authorized Signatory
Address 20400 Stevens Creek Boulevard, Suite 850
Cupertino, CA 95014


D.E Shaw Composite Side Pocket Series 10,
L L C

By D E Shaw & Co , L L C , as Manager

By 
Name Andre Turenne
Title Authorized Signatory
Address 20400 Stevens Creek Boulevard, Suite 850
Cupertino CA 95014

D E Shaw Composite Side Pocket Series 5, L L C

By D E Shaw & Co L L C , as Manager

By 
Name Andre Turenne
Title Authorized Signatory
Address 20400 Stevens Creek Boulevard Suite 850
Cupertino, CA 95014

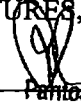
D E Shaw & Co , L L C
39th Floor, Tower 45 120 West Forty-Fifth Street
New York, NY 10036
Attention General Counsel

[Signature Page to Amended and Restated Voting Agreement]

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INVESTOR

ATEL VENTURES, INC , AS TRUSTEE

By 
Name Parthosh K. Choksi
Title Executive Vice President

Address 600 Montgomery Street, 9th Floor
San Francisco, CA 94111-2711

Telephone 415 989 8800
Facsimile 415 989 3796
E-mail rwilder@atel.com

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY 

[Signature Page to Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

INVESTORS.

KOHL'S DEPARTMENT STORES, INC.

By 

Name Wesley S. McDonald

Title Sr. VP, CFO

Address N 56 W 17002 Ridgewood Drive,
Menomonie Falls, WI 53051

Facsimile (262) 703-7612

per 1/15

[Signature Page to Amended and Restated Voting Agreement]

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INVESTORS

STRATIM CAPITAL GROWTH FUND LLC



By its Manager, SCGF, LLC

By Zachary Abrams, Managing Member

Address 333 Bush St Ste 2250
SE CA 94104

Telephone 415-674 5800

Facsimile _____

E-mail _____

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Voting Agreement as of the date first written above

INVESTORS

Galleon Special Opportunities Master Fund, LTD ,
Galleon Crossover Segregated Portfolio

By- Galleon Special Opportunities Master Fund,
LTD

By L. Edwards

Name L. Edwards

Title MD- Investment Advisor

Address c/o Delta FS Limited, 4th Floor
Harbour Place, Grand Cayman, PO Box 11820
Cayman Islands KY1-1009

Telephone +345 743 6611

Facsimile +345 749 6635

E-mail ledwards@deltagroup ky

With a Required Copy to

Rupert Bell
Walkers
190 Elgin Avenue
George Town
Grand Cayman
KY1-9001
Cayman Islands

Phone +345 914 4203

Fax +345 949 7886

Email Rupert.bell@walkersglobal.com

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