

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

**Support.com, Inc.**

**Form: 8-K**

**Date Filed: 2016-12-20**

Corporate Issuer CIK: 1104855

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**December 14, 2016**

Date of report (Date of earliest event reported)

**SUPPORT.COM, INC.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**000-30901**

(Commission File No.)

**94-3282005**

(I.R.S. Employer Identification No.)

**900 Chesapeake Dr., Second Floor, Redwood City, CA 94063**

(Address of Principal Executive Offices) (Zip Code)

**(650) 556-9440**

(Registrant's telephone number, including area code)

**N/A**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement**

Previously, Support.com, Inc. (the "**Company**") and Comcast Cable Communications Management, LLC ("**Comcast**") entered into a Master Services Agreement, Call Handling Services, effective October 1, 2013 (the "**Agreement**"), attached to which are: (i) Statement of Work #1, effective October 1, 2013 ("**SOW#1**"), covering the Company's provision of certain sales and customer support services to customers of Comcast high speed Internet and wireless gateway offerings; and (ii) Statement of Work #3, effective March 21, 2014 ("**SOW#3**"), covering the Company's provision of certain sales and customer support services for Comcast's home security and control offerings to actual and prospective Comcast customers. The foregoing descriptions and references to SOW#1 and SOW#3 are qualified in their entirety by reference to the previously disclosed documents, which are incorporated by reference herein.

On December 14, 2016, the Company received fully executed copies of (i) "Change Management Form #7 to SOW#1" ("**CMF#7/SOW#1**") and "Change Management Form #10 to SOW#3" ("**CMF#10/SOW#3**"), both of which are between the Company and Comcast, modifying the service level targets previously set forth in Exhibit A to SOW#1 and SOW#3, respectively, in order to delete, revise and/or establish previous key performance indicators ("**KPIs**") that would be measured and, in some cases depending on the actual monthly performance of such KPIs, have financial bonuses and credits applied for such performance.

The foregoing descriptions and references to CMF#7/SOW#1 and CMF#10/SOW#3 are qualified in their entirety by reference to the actual documents, which are attached as exhibits hereto and are incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Change Management Form #7 to Statement of Work #1, between Comcast and Company, signed December 9, 2016.\*

10.2 Change Management Form #10 to Statement of Work #3, between Comcast and Company, signed December 9, 2016.\*

\*Portions of the Exhibits have been omitted pursuant to a request for confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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## SIGNATURES

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

Date: December 20, 2016

SUPPORT.COM, INC.

By: /s/ Michelle Johnson

Name: Michelle Johnson

Title: VP, General Counsel & Secretary

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## EXHIBIT INDEX

Exhibit Number	Description
<a href="#"><u>10.1</u></a>	Change Management Form #7 to Statement of Work #1, between Comcast and Company, signed December 9, 2016.*
<a href="#"><u>10.2</u></a>	Change Management Form #10 to Statement of Work #3, between Comcast and Company, signed December 9, 2016.*

\*Portions of the Exhibits have been omitted pursuant to a request for confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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CONFORMED SUBMISSION TYPE: 8-K  
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CONFORMED PERIOD OF REPORT: 20161214  
ITEM INFORMATION: Entry into a Material Definitive Agreement  
ITEM INFORMATION: Financial Statements and Exhibits  
FILED AS OF DATE: 20161220  
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COMPANY DATA:

COMPANY CONFORMED NAME: Support.com, Inc.  
CENTRAL INDEX KEY: 0001104855  
STANDARD INDUSTRIAL CLASSIFICATION: SERVICES-COMPUTER PROCESSING & DATA PREPARATION [7374]  
IRS NUMBER: 943282005  
STATE OF INCORPORATION: DE  
FISCAL YEAR END: 1231

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BUSINESS ADDRESS:

STREET 1: 575 BROADWAY  
CITY: REDWOOD  
STATE: CA  
ZIP: 94063  
BUSINESS PHONE: 877-493-2778

MAIL ADDRESS:

STREET 1: 900 CHESAPEAKE DRIVE  
STREET 2: 2ND FLOOR  
CITY: REDWOOD CITY  
STATE: CA  
ZIP: 94063

FORMER COMPANY:

FORMER CONFORMED NAME: SUPPORTSOFT INC  
DATE OF NAME CHANGE: 20020328

FORMER COMPANY:

FORMER CONFORMED NAME: SUPPORT COM INC  
DATE OF NAME CHANGE: 20000201

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CONFIDENTIAL TREATMENT REQUESTED – CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION. THE OMITTED PORTIONS HAVE BEEN REPLACED WITH "[\*\*\*]."

### CHANGE MANAGEMENT FORM #7 TO STATEMENT OF WORK #1

<b>Statements of Work ("SOWs"):</b> Support.com, Inc. ("Vendor"), Wireless Gateway ("SOW #1") dated October 1, 2013		<b>PCR No.:</b>
<b>Originator:</b> Joy Park		<b>Date:</b> 7/11/16
<b>Department:</b> NCO	<b>Phone #:</b> [***]	<b>Title:</b> Vice President
<b>Locations Impacted:</b> Work at Home		
<b>Requested Implementation Date:</b> 6/22/2016		
<b>Estimated Hours: (LOE)</b>	<input checked="" type="checkbox"/> Billable <input type="checkbox"/> Non-Billable	<b>Billing Rate/Hour:</b> N/A
<b>Fixed Fee Cost (if applicable)</b> N/A		
<b>Type of Change:</b> Comcast and Vendor agree to modify the Service Level Targets as set forth below. Unless specifically provided in this Change Management Form ("CMF"), all other terms of SOW #1 remain unchanged.		
<b>Scope of Change:</b>	<input checked="" type="checkbox"/> Minor (Anything within current contract)	<input type="checkbox"/> Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner
<b>Area(s) of Change</b>		
<input type="checkbox"/> Accounting/Payroll	<input type="checkbox"/> Network	
<input type="checkbox"/> Data Processing	<input type="checkbox"/> Resource Planning	
<input type="checkbox"/> General Facilities	<input type="checkbox"/> Quality Assurance	
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Telecom	
<input type="checkbox"/> IT/BI	<input type="checkbox"/> Training	
<input type="checkbox"/> Operations	<input type="checkbox"/> Recruiting	
<input checked="" type="checkbox"/> Other: Service Level Targets		

The parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to modify SOW #1 as follows:

1. Exhibit A of SOW #1 is deleted in its entirety and is replaced with Exhibit A attached to this CMF.

Comcast Authorization

Comcast Representative's Signature /s/Joy Park

Print Name Joy Park Date 12/09/16

Vendor Authorization

Vendor Representative's Signature /s/ Roop K. Lakkaraju

Print Name /s/ Roop K. Lakkaraju Date 11/21/16

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## Service Level Targets for Wireless Gateway

- a. **Line Adherence:** Vendor is required to meet a minimum staffing target of [\*\*\*] for each [\*\*\*] interval. The fiscal month target will be considered met if a minimum of [\*\*\*] of the total [\*\*\*] intervals meet the [\*\*\*] interval requirement. The intervals start on [\*\*\*] adjusted for Comcast requested additional training.

The below bonus applies on a fiscal calendar month, which is measured by [\*\*\*] in a fiscal month:

Actual Line Adherence	Bonus Rate
[***]	[***]

- b. **VOC:** Vendor shall meet the Service Level Target for Voice of Customer ("VOC"). VOC is measured by the Comcast customer's scoring related to their satisfaction with the last CSR that the customer interacted with on the phone. A third party survey agent conducts the automated survey after the last interaction and the customer's rating of satisfaction with that CSR is scored and reported out to Vendor and CSR.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- c. **FCR:** Vendor shall meet the Service Level Target for First Call Resolution ("FCR"). FCR is measured as the total number of Unique Customers who do not call back to the same queue initially called within [\*\*\*] including [\*\*\*] into that queue not to include abandoned calls within the [\*\*\*]. Unique Customers are defined as the [\*\*\*] from the same phone number.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- d. **ATR:** Vendor shall meet the Service Level Target for Avoidable Truck Rolls ("ATR"). ATR is defined as total care agent avoidable truck rolls divided by total truck rolls scheduled. An avoidable truck roll is determined by Comcast technician after a truck roll is completed. If the primary reason code listed by technician is an agent avoidable reason code (ie. could have been fixed without a truck roll by following the Line of Questioning "LOQ"), then that truck roll will be deemed an avoidable truck roll.

Service Level Target	Bonus Rate
[***]	[***]

- e. **Adjusted Bonus Percentages.** In the event that Comcast elects to waive a Service Level Target for any fiscal calendar month, Comcast shall notify Vendor of such decision as soon as reasonably practical. Such notice shall include the adjusted Bonus payout percentages for the remaining metric(s) based on an equal distribution of the Bonus that corresponded to the waived Service Level Target to the remaining Service Level Targets.

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f. **AHT Target Credit.** The AHT Target will be determined by Comcast based on the external AHT for the same call/chat type (excluding the adjusted AHT of [\*\*\*] for disposition as long as required by Comcast) as calculated based on the then current fiscal month vendor AHT average for all third party outsourced agents handling that call/chat type. New hire CSRs AHT will be excluded from the AHT calculation for the [\*\*\*] of employment, except for CSRs hired as attrition replacements. If Vendor's actual AHT for a fiscal month does not exceed the AHT Target by [\*\*\*] then no credit shall be due to Comcast. For Services managed by Comcast divisional teams, AHT will be measured by division by aggregate line of business and compared to the Comcast division external AHT for the same call/chat types. AHT shall not be effective until such time as the reporting is available to Comcast. If Vendor's actual AHT for a fiscal month exceeds the AHT Target by [\*\*\*] then a credit shall be issued to Comcast. The calculation of the credit shall be as set forth below:

[\*\*\*]

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**CHANGE MANAGEMENT FORM #10 TO STATEMENT OF WORK #3**

<b>Statements of Work ("SOWs"):</b> Support.com, Inc. ("Vendor"), Xfinity Home ("SOW #3") dated March 21, 2014		<b>PCR No.:</b>
<b>Originator:</b> Joy Park		<b>Date:</b> 11/14/16
<b>Department:</b> NCO	<b>Phone #:</b> [***]	<b>Title:</b> Vice President
<b>Locations Impacted:</b> Work at Home		
<b>Requested Implementation Date:</b> 6/22/16		
<b>Estimated Hours: (LOE)</b>	<input checked="" type="checkbox"/> Billable <input type="checkbox"/> Non-Billable	<b>Billing Rate/Hour:</b> N/A
<b>Fixed Fee Cost (if applicable)</b> N/A		
<b>Type of Change:</b> Comcast and Vendor agree to modify the Service Level Targets as set forth below. Unless specifically provided in this Change Management Form ("CMF"), all other terms of SOW #3 remain unchanged.		
<b>Scope of Change:</b>	<input checked="" type="checkbox"/> Minor (Anything within current contract)	<input type="checkbox"/> Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner
<b>Area(s) of Change</b>		
<input type="checkbox"/> Accounting/Payroll	<input type="checkbox"/> Network	
<input type="checkbox"/> Data Processing	<input type="checkbox"/> Resource Planning	
<input type="checkbox"/> General Facilities	<input type="checkbox"/> Quality Assurance	
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Telecom	
<input type="checkbox"/> IT/BI	<input type="checkbox"/> Training	
<input type="checkbox"/> Operations	<input type="checkbox"/> Recruiting	
<input checked="" type="checkbox"/> Other: Service Level Targets		

The parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to modify SOW #3 as follows:

1. Exhibit A of SOW #3 is deleted in its entirety and is replaced with Exhibit A attached to this CMF.

Comcast Authorization

Comcast Representative's Signature    /s/Joy Park

Print Name    Joy Park                      Date    12/09/16

Vendor Authorization

Vendor Representative's Signature    /s/ Roop K. Lakkaraju

Print Name    Roop K. Lakkaraju                      Date    12/09/16

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## Service Level Targets for XH

- a. **Line Adherence:** Vendor is required to meet a minimum staffing target of [\*\*\*] for each [\*\*\*] interval. The fiscal month target will be considered met if a minimum of [\*\*\*] of the total [\*\*\*] intervals meet the [\*\*\*] interval requirement. The intervals start on [\*\*\*] adjusted for Comcast requested additional training.

The below bonus applies on a fiscal calendar month, which is measured by total non-missed intervals divided by number of operational intervals in a fiscal month:

Actual Line Adherence	Bonus Rate
[***]	[***]

- b. **VOC:** Vendor shall meet the Service Level Target for Voice of Customer ("VOC"). VOC is measured by the Comcast customer's scoring related to their satisfaction with the last CSR that the customer interacted with on the phone. A third party survey agent conducts the automated survey after the last interaction and the customer's rating of satisfaction with that CSR is scored and reported out to Vendor and CSR.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- c. **XH 7 Day Repeat Rate:** Vendor is required to meet a Service Level Target for XH 7 Day Repeat. 7 Day Repeat rate is measured as the percentage of customers who do not have a XH repeat service call within [\*\*\*] of the initial XH call. On a fiscal monthly basis, the customers will be identified by phone number or customer account number or trouble ticket number. Customers who abandon the call prior to interacting with a CSR will be excluded from the final calculation.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- d. **ATR:** Vendor shall meet the Service Level Target for Avoidable Truck Rolls ("ATR"). ATR is defined as [\*\*\*]. An avoidable truck roll is determined by a Comcast technician after a truck roll is completed. If the primary reason code listed by technician is a CSR avoidable reason code listed by technician is a CSR avoidable reason code (i.e., could have been fixed without a truck roll by following the Line of Questioning "LOQ" or using the corrected Integrated Troubleshooting Guide "ITG"), then that truck roll will be deemed an avoidable truck roll.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

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- e. **Adjusted Bonus Percentages.** In the event that Comcast elects to waive a Service Level Target for any fiscal calendar month, Comcast shall notify Vendor of such decision as soon as reasonably practical. Such notice shall include the adjusted Bonus payout percentages for the remaining metric(s) based on an equal distribution of the Bonus that corresponded to the waived Service Level Target to the remaining Service Level Targets.
- f. **AHT Target Credit.** The AHT Target will be determined by Comcast based on the external AHT for the same call type (excluding the adjusted AHT of [\*\*\*]for disposition as long as required by Comcast), as calculated based on the then current fiscal month vendor AHT average for all third party outsourced agents handling that call type. New hire CSRs AHT will be excluded from the AHT calculation for the [\*\*\*] of employment, except for CSRs hired as attrition replacements. If Vendor's actual AHT for a fiscal month does not exceed the AHT Target by more than [\*\*\*], then no credit shall be due to Comcast. For Services managed by Comcast divisional teams, AHT will be measured by division by aggregate line of business and compared to the Comcast division external AHT for the same call types. AHT shall not be effective until such time as the reporting is available to Comcast. If Vendor's actual AHT for a fiscal month exceeds the AHT Target by more than [\*\*\*], then a credit shall be issued to Comcast. The calculation of the credit shall be as set forth below:

[\*\*\*]

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