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KISS-A

“Purchase Price”

\$65,000

“Date of Issuance”

_____, 2017

For the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, this KISS-A is issued on the Date of Issuance by _____, Inc., a Delaware corporation (the “Company”), to [INVESTOR], as nominee (the “Investor”).

1. Definitions.

(a) “**Conversion Shares**” shall mean:

(i) with respect to a conversion pursuant to Section 2.1, shares of the Company’s Preferred Stock issued in the Next Equity Financing; provided, however, that, at the Company’s election, “Conversion Shares” with respect to a conversion pursuant to Section 2.1 shall mean shares of a Shadow Series;

(ii) with respect to a conversion pursuant to Section 2.2, shares of the Company’s Common Stock; and

(iii) with respect to a conversion pursuant to Section 2.3, shares of a newly created series of the Company’s Series Seed Preferred Stock, upon the terms and provisions set forth in the most recent version of the Series Seed documents posted at www.seriesseed.com (or if not so posted, as reasonably agreed by the Company and the Investor).

(b) “**Corporate Transaction**” shall mean (i) the closing of the sale, transfer or other disposition of all or substantially all of the Company’s assets, (ii) the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Company or the surviving or acquiring entity), (iii) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company’s securities), of the Company’s securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company (or the surviving or acquiring entity), or (iv) the liquidation, dissolution or winding up of the Company; provided, however,

that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction. Notwithstanding the prior sentence, the sale of shares of Preferred Stock in a bona fide financing transaction shall not be deemed a "Corporate Transaction."

(c) "**Corporate Transaction Payment**" shall mean an amount equal to two times (2X) the Purchase Price.

(d) "**Equity Securities**" shall mean the Company's Common Stock or Preferred Stock or any securities conferring the right to purchase the Company's Common Stock or Preferred Stock or securities convertible into, or exchangeable for (with or without additional consideration), the Company's Common Stock or Preferred Stock, except any security granted, issued and/or sold by the Company to any director, officer, employee or consultant of the Company in such capacity for the primary purpose of soliciting or retaining their services.

(e) "**Financial Statements**" shall mean an income statement, balance sheet, statement of stockholders' equity, and/or a statement of cash flows, in each case as of the end of (i) each of the first three (3) fiscal quarters and (ii) each fiscal year of the Company.

(f) "**Fully-Diluted Capitalization**" shall mean the number of shares of outstanding Common Stock of the Company on a fully-diluted basis, *including* (i) conversion or exercise of all securities convertible into or exercisable for Common Stock, (ii) exercise of all outstanding options and warrants to purchase Common Stock, (iii) the Conversion Shares issued upon conversion of this KISS-A pursuant to Section 2, and (iv) in the case of Section 1(l)(i) and 1(l)(iii) only, the shares reserved or authorized for issuance under the Company's existing stock option plan or any stock option plan created or increased in connection with such transaction; but *excluding*, in the case of Section 1(l)(i) only, any other shares of Preferred Stock issued in the Next Equity Financing.

(g) "**KISS-A**" shall mean this convertible security instrument issued by the Company to the Investor.

(h) "**Next Equity Financing**" shall mean the next sale (or series of related sales) by the Company of its Preferred Stock following the Date of Issuance from which the Company receives gross proceeds of not less than \$350,000 (excluding the aggregate amount of securities converted into Preferred Stock in connection with such sale (or series of related sales)).

(i) "**Optional Conversion Date**" shall mean the date that is eighteen (18) months following the Date of Issuance.

(j) "**Participation Amount**" shall mean \$250,000.

(k) "**Shadow Series**" shall mean shares of a series of the Company's Preferred Stock that is identical in all respects to the shares of Preferred Stock issued in the Next Equity Financing (e.g., if the Company sells Series A Preferred Stock in the Next Equity Financing, the Shadow Series would be Series A-1 Preferred Stock), except that the liquidation preference per

share of the Shadow Series shall equal the quotient resulting from dividing (i) the Purchase Price by (ii) the number of Conversion Shares issued to the Investor pursuant to Section 2.1, with corresponding adjustments to any price-based antidilution and dividend rights provisions.

(l) “*Target Conversion Shares*” shall equal:

(i) with respect to a conversion pursuant to Section 2.1, a number (rounded up to the next whole number if such number is a fraction) equal to ten percent (10%) of the Fully-Diluted Capitalization immediately following the closing of the Next Equity Financing;

(ii) with respect to a conversion pursuant to Section 2.2, a number (rounded up to the next whole number if such number is a fraction) equal to ten percent (10%) of the Fully-Diluted Capitalization immediately prior to the closing of the Corporate Transaction; and

(iii) with respect to a conversion pursuant to Section 2.3, a number (rounded up to the next whole number if such number is a fraction) equal to ten percent (10%) of the Fully-Diluted Capitalization immediately following the conversion.

2. Conversion of this KISS-A.

2.1 Next Equity Financing. Upon the closing of the Next Equity Financing, this KISS-A will be automatically converted into a number of Conversion Shares equal to the Target Conversion Shares. At least fifteen (15) business days prior to the closing of the Next Equity Financing, the Company shall notify the Investor in writing of the terms under which the Preferred Stock of the Company will be sold in such financing. The issuance of Conversion Shares pursuant to the conversion of this KISS-A shall be upon and subject to the same terms and conditions applicable to the Preferred Stock sold in the Next Equity Financing (or the Shadow Series, as applicable).

2.2 Corporate Transaction. In the event of a Corporate Transaction prior to the conversion of this KISS-A pursuant to Section 2.1 or 2.3, at the Investor’s election, (i) this KISS-A shall be converted into that number of Conversion Shares equal to the Target Conversion Shares, or (ii) the Investor shall be paid the Corporate Transaction Payment, prior and in preference to any distribution of any of the cash or other assets of the Company to holders of the Company’s capital stock by reason of their ownership of such stock. At least ten (10) days prior to the closing of the Corporate Transaction, the Company shall notify the Investor in writing of the terms of the Corporate Transaction.

2.3 Optional Conversion. Unless earlier converted to Conversion Shares or paid pursuant to Section 2.1 or 2.2, at the Investor’s election at any time on or after the Optional Conversion Date, this KISS-A shall be converted into that number of Conversion Shares equal to the Target Conversion Shares.

2.4 Mechanics of Conversion. As promptly as practicable after the conversion of this KISS-A, the Company, at its expense, will issue and deliver to the Investor, upon surrender of this KISS-A, a certificate or certificates for the number of Conversion Shares.

Conversion of this KISS-A may be made contingent upon the closing of the Next Equity Financing or Corporate Transaction.

3. Additional Agreements.

3.1 Information Rights. To the extent that the Company prepares Financial Statements, the Company shall deliver to the Investor such Financial Statements upon request, as soon as practicable, but in any event within thirty (30) days after the end of each of the first three (3) quarters of each fiscal year of the Company and within ninety (90) days after the end of each fiscal year of the Company. Such Financial Statements shall be in reasonable detail and prepared on a consistent basis. Additionally, regardless of whether the Company prepares Financial Statements, the Company shall deliver to the Investor such information relating to the financial condition, business or corporate affairs of the Company as the Investor may from time to time reasonably request. Notwithstanding anything to the contrary in this Section 3.1, the Company shall not be obligated under this Section 3.1 to provide information that (x) it deems in good faith to be a trade secret or highly confidential information or (y) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel; and the Investor agrees to maintain the confidentiality of all of the information provided to the Investor under this Section 3.1 and agrees not to use such information other than for a purpose reasonably related to the Investor's investment in the Company.

3.2 Observer Rights. As long as the Investor owns this KISS-A or any Conversion Shares, the Company shall invite a representative of the Investor to attend all meetings of its board of directors in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents and other materials that it provides to its directors; provided, however, that such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and, provided further, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or would result in disclosure of trade secrets or other highly confidential information to such representative or if the Investor or its representative is or is affiliated with a direct competitor of the Company. If requested by the Company, any observer shall be required to enter into a confidentiality agreement with the Company prior to the exercise of the rights contained in this Section 3.2.

3.3 Right of First Offer. In the event the Company proposes to offer Preferred Stock in a sale (or series of related sales) that qualifies as the Next Equity Financing, the Company shall provide the Investor with at least fifteen (15) business days prior written notice of such offering, including the price and terms thereof. The Investor shall have a right of first offer to participate in the Next Equity Financing, on the same terms and for the lowest price per share offered in such offering, by purchasing up to the number of shares of Preferred Stock equal to the Participation Amount. The Investor shall be entitled to apportion the right of first offer hereby granted it among itself and its partners and affiliates in such proportions as it deems appropriate.

3.4 "Major Investor" Rights. The Company shall ensure that the Investor shall be deemed to be a "Major Investor" (or such similar term) for all purposes, including,

without limitation, rights of first offer and information rights, in relevant financing documents related to all subsequent sales of Equity Securities, to the extent such concept exists.

3.5 Dividend Rights. Until this KISS-A converts to Conversion Shares pursuant to Section 2.1, 2.2 or 2.3, in the event the Company pays or declares any dividend or other distribution on any Equity Securities, the Investor shall be entitled to an equivalent dividend or distribution in an amount equal to such amount the Investor would be entitled to receive had this KISS-A converted to Conversion Shares pursuant to Section 2.3 immediately prior to such dividend or distribution.

4. Representations and Warranties of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Investor that:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

4.2 Authorization. Except for the authorization and issuance of the Conversion Shares issuable in connection with the Next Equity Financing, a Corporate Transaction or an optional conversion pursuant to Section 2.3, all corporate action has been taken on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this KISS-A. The Company has taken all corporate action required to make all of the obligations of the Company reflected in the provisions of this KISS-A the valid and enforceable obligations they purport to be, and this KISS-A, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.

4.3 Offering. Subject in part to the truth and accuracy of the Investor's representations set forth herein, the offer, sale and issuance of this KISS-A are exempt from the registration requirements of any applicable state and federal securities laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

4.4 Compliance with Other Instruments. The execution, delivery and performance of this KISS-A, and the consummation of the transactions contemplated hereby, will not constitute or result in a default, violation, conflict or breach in any material respect of any provision of the Company's current Certificate of Incorporation or bylaws, or in any material respect of any instrument, judgment, order, writ, decree, privacy policy or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Company.

4.5 Valid Issuance of Stock. The Conversion Shares, when issued, sold and delivered upon conversion of this KISS-A, will be duly authorized and validly issued, fully paid

and nonassessable, will be free of restrictions on transfer other than restrictions on transfer set forth herein and pursuant to applicable state and federal securities laws and, based in part upon the representations and warranties of the Investor herein, will be issued in compliance with all applicable federal and state securities laws.

4.6 Intellectual Property. To its knowledge, the Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all patents, patent applications, trademarks, trademark applications, service marks, tradenames, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes as are necessary to the conduct of its business as now conducted and as presently proposed to be conducted without any known conflict with, or infringement of, the rights of others. The Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person.

4.7 Litigation. To the Company's knowledge, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or threatened against the Company or any of its properties or any of its officers or managers (in their capacities as such). There is no judgment, decree or order against the Company, or, to the knowledge of the Company, any of its directors or managers (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this KISS-A, or that could reasonably be expected to have a material adverse effect on the Company.

4.8 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a material adverse effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

4.9 Computer Crimes. No members of the Company's management team have, within the past seven (7) years, been convicted of or released from incarceration or probation for a computer-related crime under state or federal law or a crime in which a computer was used in the commission of the crime. No members of the Company's management team are currently under investigation for any computer related crimes.

4.10 Anti-Bribery. Neither the Company nor any of the Company's directors, officers, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**")), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Company or any of its affiliates in obtaining or retaining business for or with, or directing business to, any person. Neither the Company nor any of its directors, officers, employees or agents have made or authorized any bribe, rebate,

payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. The Company further represents that it has maintained and has caused each of its subsidiaries and affiliates to maintain, or will institute within 90 days and maintain, and will cause each of its subsidiaries and affiliates to institute within 90 days and maintain, systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law (including without limitation Part 12 of the United States Anti-Terrorism, Crime and Security Act of 2001; the United States Money Laundering Control Act of 1986; the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001; the United States Foreign Corrupt Practices Act, as amended; and laws applicable in the United Kingdom that prohibit bribery, corrupt practices or money laundering, including, for the avoidance of doubt, the Bribery Act 2010). Neither the Company, or to the Company's knowledge, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution, or other enforcement action related to the FCPA or any other anti-corruption law (collectively, "**Enforcement Action**").

4.11 Export Controls. The Company has complied fully with all relevant export laws and regulations of the United States and any other applicable country (the "**Export Laws**"). The Company certifies that it is not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List. Recipient further certifies that it shall not export, re-export, ship or transfer any products or data to any country subject to an embargo or other sanction by the United States, including Iran, Syria, Cuba, Sudan and North Korea and the Company's business is not prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

4.12 Sanction Controls. Neither the Company, nor any member of the Company's management is (i) sanctioned by the United Nations Security Council pursuant to any resolution issued under Chapter VII of the United Nations Charter; or (ii) debarred by the World Bank Group.

4.13 Forced Labor. The Company, as to its own employees, has not used Forced Labor in any form (prison, indentured, bonded or otherwise) and Company employees are not required to lodge papers or deposits on starting work with the Company. Neither the Company nor, to the Company's knowledge, any of its direct or indirect suppliers, subcontractors or vendors utilize forced labor in connection with the Company or its products. As used herein "**Forced Labor**" means any work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

4.14 Child Labor Laws. The Company, as to its own employees, complies with all applicable foreign, federal, state and local laws and regulations governing or otherwise pertaining to the employment of minors. The Company takes reasonable efforts, including employing a Code of Conduct in the form supplied to the Investor and retaining a third-party audit service, to ensure that its suppliers comply with all applicable foreign, federal, state and local laws and regulations governing or otherwise pertaining to the employment of minors.

Neither the Company nor, to the Company's knowledge, any of its direct or indirect suppliers, subcontractors or vendors utilize Harmful Child Labor in connection with the Company or its products. As used herein "**Harmful Child Labor**" means the employment of children that is economically exploitive, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.

4.15 Environmental and Safety Laws. Except as could not reasonably be expected to have a material adverse effect (a) the Company is and has been in compliance with all Environmental Laws; (b) there has been no release or threatened release of any pollutant, contaminant or toxic or hazardous material, substance or waste or petroleum or any fraction thereof (each a "**Hazardous Substance**"), on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the Company; (c) there have been no Hazardous Substances generated by the Company that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any governmental authority in the United States; and (d) there are no underground storage tanks located on, no polychlorinated biphenyls ("**PCBs**") or PCB-containing equipment used or stored on, and no hazardous waste as defined by the Resource Conservation and Recovery Act, as amended, stored on, any site owned or operated by the Company, except for the storage of hazardous waste in compliance with Environmental Laws. The Company has made available to the Purchasers true and complete copies of all material environmental records, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies and environmental studies or assessments. As used herein "Environmental Laws" means any law, regulation, or other applicable requirement relating to (a) releases or threatened release of Hazardous Substance; (b) pollution or protection of employee health or safety, public health or the environment; or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of Hazardous Substances. The Company covenant to promptly notify the Investor if there's any material breach of any such laws or regulations.

5. Representations and Warranties of the Investor. In connection with the transactions provided for herein, the Investor hereby represents and warrants to the Company that:

5.1 Authorization. This KISS-A constitutes Investor's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

5.2 Purchase Entirely for Own Account. Investor acknowledges that this KISS-A is issued to Investor in reliance upon Investor's representation to the Company that the KISS-A will be acquired for investment for Investor's own account, not as a nominee or agent except as otherwise provided on the Investor's signature page hereto, and not with a view to the resale or distribution of any part thereof, and that Investor has no present intention of selling, granting any participation in, or otherwise distributing the same.

5.3 Investment Experience. Investor is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in this KISS-A. Investor also represents it has not been organized solely for the purpose of acquiring this KISS-A.

5.4 Accredited Investor. Investor is an “accredited investor” within the meaning of Rule 501 of Regulation D, as presently in effect, as promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Act”).

5.5 Restricted Security. Investor understands that this KISS-A is characterized as a “restricted security” under the federal securities laws inasmuch as it is being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act, only in certain limited circumstances.

6. Miscellaneous.

6.1 Payment. All payments, if any, shall be made in lawful money of the United States of America. Payment shall be credited first to Costs (as defined below), if any, then to the Corporate Transaction Payment. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

6.2 Costs, Expenses and Attorneys’ Fees; Indemnity. The Company hereby agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys’ fees and legal expenses, incurred by the holder of this KISS-A in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by declaration or otherwise (“Costs”). The Company agrees that any delay on the part of the holder in exercising any rights hereunder will not operate as a waiver of such rights. The holder of this KISS-A shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the party or parties waiving such rights or remedies. If any action at law or in equity is necessary to enforce or interpret the terms of this KISS-A, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The Company shall indemnify and hold the Investor harmless from any loss, cost, liability and legal or other expense, including attorneys’ fees of the Investor’s counsel, which the Investor may directly or indirectly suffer or incur by reason of the failure of the Company to perform any of its obligations under this KISS-A or any agreement executed in connection herewith; provided, however, that the indemnity agreement contained in this Section 6.2 shall not apply to liabilities which the Investor may directly or indirectly suffer or incur by reason of the Investor’s own gross negligence or willful misconduct.

6.3 Successors and Assigns. The terms and conditions of this KISS-A shall inure to the benefit of and be binding upon the respective successors and assigns of the parties

hereto; provided, however, that the Company may not assign its obligations under this KISS-A without the prior written consent of the Investor.

6.4 Governing Law. This KISS-A shall be governed by and construed under the laws of the State of California as applied to other instruments made by California residents to be performed entirely within the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

6.5 Notices. All notices and other communications given or made pursuant to this KISS-A shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

6.6 Financing Agreements. The Investor understands and agrees that the conversion of the KISS-A into Conversion Shares may require the Investor's execution of certain agreements relating to the purchase and sale of such securities as well as registration, co-sale, rights of first refusal, rights of first offer and voting rights, if any, relating to such securities. The Investor agrees to execute all such agreements in connection with the conversion so long as the issuance of Conversion Shares issued pursuant to the conversion of this KISS-A are subject to the same terms and conditions applicable to the Preferred Stock sold in the Next Equity Financing (or the Shadow Series or Series Seed Preferred Stock, as applicable).

6.7 Severability. If one or more provisions of this KISS-A are held to be unenforceable under applicable law, such provision shall be excluded from this KISS-A and the balance of the KISS-A shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.8 Acknowledgement. For the avoidance of doubt, it is acknowledged that the Investor shall be entitled to the benefit of all adjustments in the number of shares of Common Stock of the Company issuable upon conversion of the Preferred Stock of the Company or as a result of any splits, recapitalizations, combinations or other similar transaction affecting the Common Stock or Preferred Stock underlying the Conversion Shares that occur prior to the conversion of the KISS-A.

6.9 Further Assurance. From time to time, the Company shall execute and deliver to the Investor such additional documents and shall provide such additional information to the Investor as the Investor may reasonably require to carry out the terms of this KISS-A and to be informed of the financial and business conditions and prospects of the Company.

6.10 Transfer of this KISS-A. Subject to compliance with applicable federal and state securities laws, this KISS-A and all rights hereunder are transferable in whole or in part by the Investor to any person or entity upon written notice to the Company.

6.11 Entire Agreement; Amendments and Waivers. This KISS-A constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. Any term of this KISS-A may be amended and the observance of any term may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Investor. Any waiver or amendment effected in accordance with this Section 6.11 shall be binding upon each future holder of this KISS-A and the Company.

6.12 Priority. This KISS-A shall rank pari passu in all respects (including right of payment) to all other convertible securities and all convertible indebtedness of the Company, now or hereafter existing.

6.13 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts located within the geographic boundaries of the United States District Court for the Northern District of California for the purpose of any suit, action or other proceeding arising out of or based upon this KISS-A, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this KISS-A except in the federal and state courts located within the geographic boundaries of the United States District Court for the Northern District of California and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this KISS-A or the subject matter hereof may not be enforced in or by such court. Each party will bear its own costs in respect of any disputes arising under this KISS-A.

[Signature Page Follows]

7. Approval. The Company hereby represents that its Board of Directors, in the exercise of its fiduciary duty, has approved the Company's execution of this KISS-A based upon a reasonable belief that the Purchase Price provided hereunder is appropriate for the Company after reasonable inquiry concerning the Company's financing objectives and financial situation. In addition, the Company hereby represents that it intends to use the Purchase Price primarily for the operations of its business, and not for any personal, family or household purpose.