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

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

PLURALSIGHT, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction of
Incorporation or Organization)

82-3605465
(I.R.S. Employer
Identification Number)

**182 North Union Avenue
Farmington, Utah 84025**
(Address of principal executive offices, including zip code)

**GitPrime, Inc. 2015 Equity Incentive Plan
GitPrime, Inc. 2018 Equity Incentive Plan**
(Full title of the plan)

Aaron Skonnard
Co-Founder, Chief Executive Officer, and Chairman
**182 North Union Avenue
Farmington, Utah 84025
(801) 784-9007**
(Name, address and telephone number, including area code, of agent for service)

**Robert G. Day
Allison B. Spinner
Rezwan D. Pavri
Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, California 94304
(650) 493-9300**

Copies to:
**Matthew Forkner, General Counsel
Pluralsight, Inc.
182 North Union Avenue
Farmington, Utah 84025
(801) 784-9007**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered⁽¹⁾	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A common stock, \$0.0001 par value per share, to be issued pursuant to the GitPrime, Inc. 2015 Equity Incentive Plan (the " 2015 Plan ")	43,764 ⁽²⁾	\$0.06 ⁽²⁾⁽⁴⁾	\$2,625.84 ⁽⁴⁾	\$0.32
Class A common stock, \$0.0001 par value per share, to be issued pursuant to the GitPrime, Inc. 2018 Equity Incentive Plan (the " 2018 Plan ")	125,998 ⁽³⁾	\$1.96 ⁽³⁾⁽⁵⁾	\$246,956.08 ⁽⁵⁾	\$29.93
TOTAL:	169,762		\$249,581.92	\$30.25

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "**Securities Act**"), this Registration Statement also covers any additional shares of the Registrant's Class A common stock that become issuable under the 2015 Plan or 2018 Plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without Registrant's receipt of consideration that results in an increase in the number of the Registrant's outstanding shares of Class A common stock.
- (2) Pursuant to the Agreement and Plan of Merger entered into as of April 30, 2019 (the "**Merger Agreement**"), by and among the Registrant, GitPrime, Inc., Sundance Merger Sub, Inc., and certain other parties, the Registrant assumed certain outstanding options to purchase common stock under the 2015 Plan and the 2018 Plan and such options were automatically converted into options to purchase shares of the Registrant's Class A common stock, subject to appropriate adjustments to the number of shares issuable pursuant to such options and the exercise price of such options as provided in the Merger Agreement.
- (3) Pursuant to the Merger Agreement the Registrant assumed certain outstanding options to purchase common stock under the 2018 Plan and such options were automatically converted into options to purchase shares of the Registrant's Class A common stock, subject to appropriate adjustments to the number of shares issuable pursuant to such options and the exercise price of such options as provided in the Merger Agreement.
- (4) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(h)(1) under the Securities Act. The proposed maximum offering price per share and the proposed maximum aggregate offering price are based on the weighted average per share exercise price for the outstanding stock options under the 2015 Plan assumed by the Registrant.
- (5) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(h)(1) under the Securities Act. The proposed maximum offering price per share and the proposed maximum aggregate offering price are based on the weighted average per share exercise price for the outstanding stock options under the 2018 Plan assumed by the Registrant.

PART I

INFORMATION REQUIRED IN THE PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the “**Registration Statement**”) in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the “**Securities Act**”), and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Pluralsight, Inc. (the “**Registrant**”) hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the “**Commission**”):

(1) The Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on February 21, 2019;

(2) All other reports filed pursuant to Sections 13(a) or 15(d) of the Exchange Act of 1934, as amended (the “**Exchange Act**”) since the end of the fiscal year covered by the Registrant’s Annual Report referred to in (a) above (other than the portions of these documents not deemed to be filed); and

(3) The description of the Registrant’s Common Stock contained in the Company’s Registration Statement on Form 8-A (File No. 001-38498) filed with the Commission on May 17, 2018, pursuant to Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Officers and Directors.

Section 145 of the Delaware General Corporation Law authorizes a corporation’s board of directors to grant, and authorizes a court to award, indemnity to officers, directors, and other corporate agents.

The Registrant’s amended and restated certificate of incorporation contains provisions that limit the liability of the Registrant’s directors for monetary damages to the fullest extent permitted by Delaware law. Consequently, the Registrant’s directors will not be personally liable to the Registrant or to the Registrant’s stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for the following:

- any breach of their duty of loyalty to the Registrant or Registrant's stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission, or claim that occurred or arose prior to that amendment or repeal. If the Delaware General Corporation Law is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of the Registrant's directors will be further limited to the greatest extent permitted by the Delaware General Corporation Law.

In addition, the Registrant's amended and restated bylaws provide that the Registrant will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was one of the Registrant's directors or officers or is or was serving at the Registrant's request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The Registrant's amended and restated bylaws provide that the Registrant may indemnify to the fullest extent permitted by law any person who is or was a party or is threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was one of the Registrant's employees or agents. The Registrant's amended and restated bylaws also provide that the Registrant must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to limited exceptions.

The Registrant has entered into indemnification agreements with each of its directors and executive officers that may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements require the Registrant, among other things, to indemnify its directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements also require the Registrant to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit, or proceeding. The Registrant believes that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

The limitation of liability and indemnification provisions in the Registrant's amended and restated certificate of incorporation, amended and restated bylaws, and the indemnification agreements that the Registrant has entered into with its directors and executive officers may discourage stockholders from bringing a lawsuit against the Registrant's directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against the Registrant's directors and executive officers, even though an action, if successful, might benefit the Registrant and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that the Registrant pays the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, the Registrant is not aware of any pending litigation or proceeding involving any person who is or was one of the Registrant's directors, officers, employees, or other agents or is or was serving at its request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, for which indemnification is sought, and the Registrant is not aware of any threatened litigation that may result in claims for indemnification.

The Registrant has obtained insurance policies under which, subject to the limitations of these policies, coverage is provided to the Registrant's directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to the Registrant with respect to payments that may be made by the Registrant to these directors and executive officers pursuant to the Registrant's indemnification obligations or otherwise as a matter of law.

Certain of the Registrant's non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of the Registrant's Board of Directors.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Title
4.1	GitPrime, Inc. 2015 Equity Incentive Plan and related forms of agreements
4.2	GitPrime, Inc. 2018 Equity Incentive Plan and related forms of agreements
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm, as to Pluralsight, Inc.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (contained in Exhibit 5.1 hereto)
24.1	Power of Attorney (contained on signature page hereto)

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) For the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) It will remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Farmington, Utah, on the 9th day of May, 2019.

PLURALSIGHT, INC.

By: /s/ Aaron Skonnard
Aaron Skonnard
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Aaron Skonnard, James Budge, and Matthew Forkner, and each of them, as such individual's true and lawful attorney in fact and agent with full power of substitution, for such individual in any and all capacities, to sign any and all amendments to this Registration Statement on Form S-8 (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney in fact, proxy and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney in fact, proxy and agent, or the individual's substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Aaron Skonnard</u> Aaron Skonnard	Chief Executive Officer and Director (Principal Executive Officer)	May 9, 2019
<u>/s/ James Budge</u> James Budge	Chief Financial Officer (Principal Financial and Accounting Officer)	May 9, 2019
<u>/s/ Gary Crittenden</u> Gary Crittenden	Director	May 9, 2019
<u>/s/ Scott Dorsey</u> Scott Dorsey	Director	May 9, 2019
<u>/s/ Arne Duncan</u> Arne Duncan	Director	May 9, 2019
<u>/s/ Ryan Hinkle</u> Ryan Hinkle	Director	May 9, 2019
<u>/s/ Leah Johnson</u> Leah Johnson	Director	May 9, 2019
<u>/s/ Timothy Maudlin</u> Timothy Maudlin	Director	May 9, 2019
<u>/s/ Frederick Onion</u> Frederick Onion	Director	May 9, 2019
<u>/s/ Brad Rencher</u> Brad Rencher	Director	May 9, 2019

Signature	Title	Date
<hr/> <i>/s/ Bonita Stewart</i> Bonita Stewart	Director	May 9, 2019
<hr/> <i>/s/ Karenann Terrell</i> Karenann Terrell	Director	May 9, 2019

GITPRIME, INC.

2015 EQUITY INCENTIVE PLAN

**ARTICLE ONE
GENERAL PROVISIONS**

I. PURPOSE OF THE PLAN

This 2015 Equity Incentive Plan is intended to promote the interests of GitPrime, Inc., a Colorado corporation, by providing (i) prospective persons with an incentive to be employed by or to serve the Company, and (ii) eligible persons in the Company's employ or service with the opportunity to acquire equity, or otherwise increase their equity, in the Company as an incentive for them to continue in such employ or service.

Capitalized terms used herein shall have the meanings assigned to them in the attached Appendix.

II. STRUCTURE OF THE PLAN

A. This Plan shall be divided into three (3) separate equity programs:

(i) the Option Grant Program under which eligible persons may, at the discretion of the Plan Administrator, be granted options to purchase shares of Common Stock;

(ii) the Stock Purchase Program under which eligible persons may, at the discretion of the Plan Administrator, be issued shares of Common Stock directly, either through the immediate purchase of such shares or as a bonus for services rendered to the Company (or any Parent or Subsidiary); and

(iii) the Unit Award Program under which eligible persons may, at the discretion of the Plan Administrator, be awarded shares of Common Stock directly, either through the immediate settlement of such shares in either cash or shares of Common Stock or as a bonus for services rendered the Company (or any Parent or Subsidiary).

B. The provisions of Articles One and Five shall apply to all equity programs under this Plan and shall accordingly govern the interests of all persons under this Plan.

III. ADMINISTRATION OF THE PLAN

A. This Plan shall be administered by the Board. However, any and all administrative functions otherwise exercisable by the Board may be delegated to one or more Committees. Members of each Committee shall serve for such period of time as the Board may determine and shall be subject to removal by the Board at any time. The Board may also at any time terminate the functions of a Committee and reassume all powers and authority previously delegated to that Committee.

B. The Plan Administrator shall have full power and authority (subject to the provisions of this Plan) to establish such rules and regulations as it may deem appropriate for proper administration of this Plan and to make such determinations under, and issue such interpretations of, this Plan and any outstanding options or stock issuances thereunder as it may deem necessary or advisable. Decisions of the Plan Administrator shall be final and binding on all parties who have an interest in this Plan or any option grant or stock issuance thereunder.

IV. ELIGIBILITY

A. The persons eligible to participate in this Plan are as follows:

- (i) Employees;
- (ii) non-Employee members of the Board or non-Employee members of the board of directors of any Parent or Subsidiary; and
- (iii) consultants and other independent advisors who provide services to the Company (or any Parent or Subsidiary).

B. The Plan Administrator shall have full authority to determine,

(i) with respect to the grants made under the Option Grant Program, which eligible persons are to receive each such grant, the time or times when each such grant is to be made, the number of shares of Common Stock to be covered by each such grant, the consideration to be paid by the Participant for each such share, whether fractional shares of Common Stock may be purchased and issued, the status of each such grant as either an Incentive Stock Option or a Non-Statutory Option, the time or times when each such option is to become exercisable, the vesting schedule (if any, including any adjustments thereto) applicable to the shares covered by each such option, whether to accelerate, continue, extend or defer the exercisability or vesting of an option or any shares acquired pursuant thereto, including with respect to the period following an Optionee's termination of Service, to reprice or otherwise adjust the exercise price of any option, or to grant in substitution for any option a new option covering the same or different number of shares, and the maximum term for which each such option is to remain outstanding;

(ii) with respect to stock issuances made under the Stock Purchase Program, which eligible persons are to receive each such stock issuance, the time or times when each such issuance is to be made, the number of shares of Common Stock to be issued to each Participant, the vesting schedule (if any, including any adjustments thereto) applicable to shares covered by each such issuance and the consideration to be paid by the Participant for such shares;

(iii) with respect to unit awards made under the Unit Award Program, which eligible persons are to receive each such award, the time or times when each such award is to be made, the number of shares of Common Stock to be issued to each Participant and the form and amount of consideration to be paid by the Participant to the Company for such shares;

(iv) the form of agreements used and notices issued under this Plan, and to correct any defect, supply any omission or reconcile any inconsistency in the Plan or any agreement and to make all other determinations and take such other actions with respect to the Plan or any option as the Plan Administrator may deem advisable to the extent not inconsistent with the provisions of the Plan or applicable law; and

(v) in order to fulfill the purposes of this Plan and without amending this Plan, any modifications of option grants, stock issuances or unit awards to Participants who are foreign nationals or employed outside of the United States in order to recognize differences in local law, tax policies or customs of the applicable foreign jurisdiction.

C. The Plan Administrator shall have the absolute discretion either to grant options in accordance with the Option Grant Program, to effect stock issuances in accordance with the Stock Purchase Program or to settle unit awards in accordance with the Unit Award Program.

V. STOCK SUBJECT TO THE PLAN

A. The stock issuable under this Plan shall be shares of authorized but unissued, unsettled or reacquired Common Stock or treasury shares, or any combination thereof. Subject to Parts B and C of this Section V and in the aggregate, the maximum number of shares of Common Stock which may be issued during the term of this Plan shall

not exceed **808,250** shares. During the term of this Plan, the Company shall at all times reserve and keep available such number of shares of Common Stock as is sufficient to satisfy the requirements of this Plan.

B. Shares of Common Stock subject to outstanding options shall be available for subsequent issuance under this Plan to the extent (i) the options expire or terminate for any reason prior to exercise in full, or (ii) the options are cancelled in accordance with the cancellation-regrant provisions of Article Two. Shares of Common Stock which are retained by the Company upon settlement of an unit award in or in order to satisfy some portion of the exercise or purchase price for such award or any withholding taxes due with respect to such exercise or purchase shall be treated as not issued and shall continue to be available under this Plan. Shares of Common Stock (vested or unvested) issued under this Plan and subsequently repurchased by the Company, at the option exercise, stock issuance or unit award price paid per share, pursuant to the Company's rights of repurchase and first refusal under this Plan shall be added back to the number of shares of Common Stock reserved for issuance under this Plan and shall accordingly be available for reissuance through one or more subsequent option grants, stock issuances or unit awards under this Plan.

C. Should any change be made to the Common Stock by reason of any stock split, stock dividend, extraordinary dividend payable in a form other than shares that has a material effect on the Fair Market Value of the Common Stock, recapitalization, combination or consolidation of shares, spin-off, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, at the absolute discretion of the Board, appropriate adjustments may be made to:

- (i) the maximum number and/or class of securities issuable under this Plan,
- (ii) the number and/or class of securities and the exercise price per share in effect under each outstanding option in order to prevent the dilution or enlargement of benefits thereunder, and
- (iii) the price of shares subject to the Company's rights of repurchase and first refusal under this Plan.

The adjustments determined by the Plan Administrator shall be final, binding and conclusive. In no event shall any such adjustments be made to the number and/or class of securities issuable under this Plan in connection with the conversion of one or more outstanding shares of the Company's preferred stock into shares of Common Stock.

D. Issuances by the Company of shares of stock of any class or securities convertible into shares of stock of any class shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or price per share of option grants, stock issuances or unit awards under this Plan.

E. The grant of options, issuances of stock and award of units under this Plan shall in no way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

ARTICLE TWO OPTION GRANT PROGRAM

I. OPTION TERMS

Each option granted under this Plan shall be designated as a Non-Statutory Option or Incentive Stock Option and evidenced by one or more Stock Option Agreements, in the form(s) approved by the Plan Administrator. Each such option shall comply with the terms specified below but need not be identical in form. Each such agreement designated as an Incentive Stock Option shall, in addition, be subject to the provisions of this Plan applicable to such options.

A. Exercise Price.

- (i) The exercise price per share shall be fixed by the Plan Administrator in accordance with the following provisions:
-

1. The exercise price per share shall not be less than one hundred percent (100%) of the Fair Market Value per share of Common Stock on the option grant date.

2. If the person to whom the option is granted is a Ten Percent Shareholder, then the exercise price per share shall not be less than one hundred ten percent (110%) of the Fair Market Value per share of Common Stock on the option grant date.

(ii) The exercise price shall become immediately due upon exercise of the option and shall, subject to the provisions of Section I of Article Five and the documents evidencing the option, be payable in cash or certified check made payable to the Company or by cancellation of indebtedness owed by the Company to the Optionee. Should the Common Stock be registered under Section 12 of the 1934 Act at the time the option is exercised, then the exercise price may also be paid as follows:

1. in shares of Common Stock held for the requisite period necessary to avoid a charge to the Company's earnings for financial reporting purposes and valued at the Fair Market Value on the Exercise Date, or

2. to the extent the option is exercised for vested shares, through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable instructions (A) to a Company-designated brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased shares plus all applicable federal, state and local income and employment taxes required to be withheld by the Company by reason of such exercise, and (B) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale.

Except to the extent such sale and remittance procedure is utilized, payment of the exercise price for the purchased shares must be made on the Exercise Date.

B. Exercise and Term of Options. Each option shall be exercisable (i) at such time or times, during such period and for such number of shares as shall be determined by the Plan Administrator and set forth in one or more of the Stock Option Agreements and (ii) pursuant to the Optionee's execution of the Stock Purchase Agreements. However, no option shall have a term in excess of ten (10) years measured from the option grant date.

C. Effect of Termination of Service.

(i) The following provisions shall govern the exercise of any options held by the Optionee at the time of cessation of Service, death, Disability or Misconduct:

1. Should the Optionee cease to remain in Service for any reason other than death, Disability or Misconduct, then the Optionee shall have a period of three (3) months following the date of such cessation of Service during which to exercise each outstanding option held by such Optionee.

2. Should the Optionee's Service terminate by reason of Disability, then the Optionee shall have a period of twelve (12) months following the date of such cessation of Service during which to exercise each outstanding option held by such Optionee.

3. If the Optionee dies while holding an outstanding option, then the personal representative of his or her estate or the person or persons to whom the option is transferred pursuant to the Optionee's will or the laws of inheritance shall have a twelve (12) month period following the date of the Optionee's death to exercise such option.

4. Should Optionee's Service be terminated for Misconduct, then all outstanding options held by the Optionee shall terminate immediately and cease to remain outstanding.

5. Under no circumstances, however, shall any such option be exercisable after the specified expiration of the option term.

6. During the applicable post-Service exercise period, the option may not be exercised in the aggregate for more than the number of vested shares for which the option is exercisable on the date of the Optionee's cessation of Service. Upon the expiration of the applicable post-Service exercise period or (if earlier) upon the expiration of the option term, the option shall terminate and cease to be outstanding for any vested shares for which the option has not been exercised. In addition, the option shall, immediately upon the Optionee's cessation of Service, terminate and cease to be outstanding with respect to any and all option shares for which the option is not otherwise at the time exercisable or in which the Optionee is not otherwise at that time vested.

(ii) The Plan Administrator shall have the discretion, exercisable either at the time an option is granted or at any time while the option remains outstanding, to:

1. extend the period of time for which the option is to remain exercisable following Optionee's cessation of Service, death, Disability or Misconduct from the limited period otherwise in effect for that option to such greater period of time as the Plan Administrator shall deem appropriate, but in no event beyond the expiration of the option term, and/or

2. permit the option to be exercised, during the applicable post-Service exercise period, not only with respect to the number of vested shares of Common Stock for which such option is exercisable at the time of the Optionee's cessation of Service but also with respect to one or more additional installments in which the Optionee would have vested under the option had the Optionee continued in Service.

D. Shareholder Rights. The holder of an option shall have no shareholder rights with respect to the shares subject to the option until such person shall have exercised the option, paid the exercise price and become the record holder of the purchased shares.

E. Unvested Shares; Right of Repurchase.

(i) The Plan Administrator shall have the discretion to grant options which are exercisable for unvested shares of Common Stock. Should the Optionee cease Service while holding such unvested shares, the Company shall have the right to repurchase, at the exercise price paid per share (as adjusted for any stock splits or combinations, stock dividends and the like), any or all of those unvested shares. The terms upon which such right of repurchase shall be exercisable (including the period and procedure for exercise and the appropriate vesting schedule for the purchased shares) shall be established by the Plan Administrator.

(ii) The Plan Administrator shall have the discretion to determine whether and to what extent the vesting of options shall be tolled during any unpaid leave of absence by the Optionee; provided, however, that in the absence of such determination, such lapsing shall be tolled during any such unpaid leave (unless otherwise required by the applicable laws).

F. Right of First Refusal. Until such time as the Common Stock is first registered under Section 12 of the 1934 Act, the Company shall have a right of first refusal with respect to any proposed disposition by the Optionee (or any successor in interest) of any shares of Common Stock issued under this Plan. Such right of first refusal is subject to any restrictions on transfer of the Common Stock in the Stock Option Agreement or the Bylaws of the Company, and shall be exercisable in accordance with the terms established by the Plan Administrator and set forth in one or more of the Stock Option Agreements and the Bylaws of the Company.

G . Public Offering Transfer Restriction. All shares of Common Stock issued under this Plan shall be subject to a transfer restriction in connection with any public offering of the Company's stock. The terms of such transfer restriction shall be established by the Plan Administrator and set forth in one or more of the Stock Option Agreements.

H . Limited Transferability of Options. During the lifetime of the Optionee, any option granted to such Optionee shall be exercisable only by the Optionee or his or her lawfully permitted transferee; provided, however, that the Plan Administrator may, in its sole discretion, permit the transfer of options granted to the Optionee to such extent as permitted by Rule 701 under the 1933 Act and in a manner consistent with applicable tax and securities laws upon the Optionees request. The option shall not be assignable or transferable other than by: (a) transfer to a trust, foundation, partnership or other entity in which the Optionee or Optionee's immediate family members hold at least a fifty percent (50%) beneficial or voting interests or control the management of assets, (b) the Optionee's will, (c) the Optionee's bequest, or (d) through the laws of descent and distribution following the Optionee's death. For purposes of this Plan, an "**immediate family member**" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Optionee.

II. INCENTIVE STOCK OPTIONS

The terms specified below shall be applicable to all Incentive Stock Options. Except as modified by the provisions of this Section II, all the provisions of this Plan shall be applicable to Incentive Stock Options. Options which are specifically designated as Non-Statutory Options shall not be subject to the terms of this Section II.

A. Eligibility. Incentive Stock Options may only be granted to Employees.

B. Exercise Price. The exercise price per share shall not be less than one hundred percent (100%) of the Fair Market Value per share of Common Stock on the option grant date.

C. Dollar Limitation.

(i) The aggregate Fair Market Value of the shares of Common Stock (determined as of the respective date or dates of grant) for which one or more options granted to any Employee under this Plan (or any other option plan of the Company or any Parent or Subsidiary) may for the first time become exercisable as Incentive Stock Options during any one (1) calendar year shall not exceed the sum of One Hundred Thousand Dollars (\$100,000). To the extent the Employee holds two (2) or more such options which become exercisable for the first time in the same calendar year, the foregoing limitation on the exercisability of such options as Incentive Stock Options shall be applied on the basis of the order in which such options are granted.

(ii) If the aggregate Fair Market Value of the shares of Common Stock (determined as of the respective date or dates of grant) for which one or more options granted to any Employee under this Plan which are exercisable for the first time by an Optionee during any calendar year exceeds One Hundred Thousand Dollars (\$100,000), then the options for the first One Hundred Thousand Dollars (\$100,000) worth of shares of Common Stock to become exercisable in such calendar year shall be Incentive Stock Options and the options for the amount in excess of One Hundred Thousand Dollars (\$100,000) that become exercisable in that calendar year shall be Non-Statutory Options. In the event that the Code, or the regulations promulgated thereunder are amended after the date of this Plan, becomes effective to provide for a different limit on the Fair Market Value of shares permitted to be subject to Incentive Stock Options, then such different limit shall be automatically incorporated herein and will apply to any options granted under this Plan after the effective date of such amendment.

D. Shareholder. If any Employee to whom an Incentive Stock Option is granted is a Ten Percent Shareholder, then the option term shall not exceed five (5) years measured from the option grant date.

III. CORPORATE TRANSACTION

A. Acceleration of Vesting.

(i) The shares subject to each option outstanding under this Plan at the time of a Corporate Transaction shall automatically vest in full so that each such option shall, immediately prior to the effective date of the Corporate Transaction, become fully exercisable for all of the shares of Common Stock at the time subject to that option and may be exercised for any or all of those shares as fully vested shares of Common Stock. However, the shares subject to an outstanding option shall not vest on such an accelerated basis if and to the extent: (i) such option is assumed by the successor entity (or parent thereof) in the Corporate Transaction and the Company's rights of repurchase and right of first refusal are concurrently to be assigned to such successor entity (or parent thereof), or (ii) such option is to be replaced with a cash incentive program of the successor entity which preserves the spread existing on the unvested option shares at the time of the Corporate Transaction (the excess of the Fair Market Value of those Option Shares over the Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same vesting schedule applicable to those unvested option shares, or (iii) the acceleration of such option is subject to other limitations imposed by the Plan Administrator at the time of the option grant. Notwithstanding the foregoing, in the event of a liquidation or dissolution of the Company, no vesting acceleration provided in this Part A shall apply to any option outstanding under this Plan.

(ii) The Plan Administrator shall have the discretion, exercisable either at the time the option is granted or at any time while the option remains outstanding, to provide for the automatic acceleration (in whole or in part) of one or more outstanding options (and the immediate termination of the Company's rights of repurchase with respect to the unvested shares subject to those options) upon the occurrence of a Corporate Transaction, whether or not those options are to be assumed in the Corporate Transaction.

(iii) The Plan Administrator shall also have full power and authority, exercisable either at the time the option is granted or at any time while the option remains outstanding, to structure such option so that the shares subject to that option will automatically vest on an accelerated basis should the Optionee's Service terminate by reason of an Involuntary Termination within a designated period (not to exceed eighteen (18) months) following the effective date of any Corporate Transaction in which the option is assumed and the rights of repurchase and first refusal applicable to those shares do not otherwise terminate. Any option so accelerated shall remain exercisable for the fully vested option shares until the earlier of (i) the expiration of the option term or (ii) the expiration of the one (1)-year period measured from the effective date of the Involuntary Termination. In addition, the Plan Administrator may provide that one or more of the Company's outstanding rights of repurchase and first refusal with respect to the shares held by the Optionee at the time of such Involuntary Termination shall immediately terminate on an accelerated basis, and the shares subject to those terminated rights shall accordingly vest at that time.

B. Termination of Options. Immediately following the consummation of the Corporate Transaction, all outstanding options shall terminate and cease to be outstanding, except to the extent assumed by the successor entity (or parent thereof).

C. Adjustment of Options. Each option which is assumed in connection with a Corporate Transaction shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to the Optionee in consummation of such Corporate Transaction, had the option been exercised immediately prior to such Corporate Transaction. Appropriate adjustments shall also be made to (i) the number and class of securities available for issuance under this Plan following the consummation of such Corporate Transaction, and (ii) the exercise price payable per share under each outstanding option, provided the aggregate exercise price payable for such securities shall remain the same.

D. Dollar Limitations. The portion of any Incentive Stock Option accelerated in connection with a Corporate Transaction shall remain exercisable as an Incentive Stock Option only to the extent the applicable One Hundred Thousand Dollar (\$100,000) limitation is not exceeded. To the extent such dollar limitation is exceeded, the accelerated portion of such option shall be exercisable as a Non-Statutory Option under federal tax laws. In the event that the Code, or the regulations promulgated thereunder are amended after the date of this Plan and before the occurrence

of a Corporate Transaction, becomes effective to provide for a different limit on the Fair Market Value of shares permitted to be subject to Incentive Stock Options, then such different limit shall be automatically incorporated herein and will apply to this Part D after the effective date of such amendment.

IV. CANCELLATION AND REGRANT OF OPTIONS

The Plan Administrator shall have the authority to effect, at any time and from time to time, with the written consent of the affected Optionees, the cancellation of any or all outstanding options under this Plan and to grant in substitution therefor new options covering the same or different number of shares of Common Stock but with an exercise price per share based on the Fair Market Value per share of Common Stock on the new option grant date.

ARTICLE THREE STOCK PURCHASE PROGRAM

I. STOCK ISSUANCE TERMS

Shares of Common Stock may be issued under the Stock Purchase Program through direct and immediate issuances without any intervening option grants. Each such stock issuance shall be evidenced by a Stock Purchase Agreement, in the form approved by the Plan Administrator, which complies with the terms specified below; provided, however, that each such agreement need not be identical in form.

A. Purchase Price.

(i) The purchase price per share shall be fixed by the Plan Administrator but shall not be less than eighty-five percent (85%) of the Fair Market Value per share of Common Stock on the issue date. However, the purchase price per share of Common Stock issued to a Ten Percent Shareholder shall not be less than one hundred ten percent (110%) of such Fair Market Value.

(ii) Subject to the provisions of Section I of Article Five, shares of Common Stock may be issued under the Stock Purchase Program for any of the following items of consideration which the Plan Administrator may deem appropriate in each individual instance:

1. cash or certified check made payable to the Company;
2. cancellation of indebtedness owed by the Company to the Participant; or
3. past services rendered to the Company (or any Parent or Subsidiary).

B. Vesting Provisions.

(i) Shares of Common Stock issued under the Stock Purchase Program may, in the discretion of the Plan Administrator, be fully and immediately vested upon issuance or may vest in one or more installments over the Participant's period of Service or upon attainment of specified performance objectives.

(ii) Any new, substituted or additional securities or other property (including money paid other than as a regular cash dividend) which the Participant may have the right to receive with respect to the Participant's unvested shares of Common Stock by reason of any stock dividend, stock split, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration shall be issued subject to (i) the same vesting requirements applicable to the Participant's unvested shares of Common Stock, and (ii) such escrow arrangements as the Plan Administrator shall deem appropriate.

(iii) The Participant shall have full shareholder rights with respect to any shares of Common Stock issued to the Participant under the Stock Purchase Program, whether or not the Participant's interest in those shares is

vested. Accordingly, the Participant shall have the right to vote such shares and to receive any regular cash dividends paid on such shares.

(iv) Should the Participant cease to remain in Service while holding one or more unvested shares of Common Stock issued under the Stock Purchase Program or should the performance objectives not be attained with respect to one or more such unvested shares of Common Stock, then those shares shall be immediately surrendered to the Company for repurchase and cancellation, and the Participant shall have no further shareholder rights with respect to those shares. To the extent the surrendered shares were previously issued to the Participant for consideration paid in cash or cash equivalent (including the Participant's purchase-money indebtedness), the Company shall repay to the Participant the cash consideration paid for the surrendered shares and shall cancel the unpaid principal balance of any outstanding purchase-money note of the Participant attributable to such surrendered shares. Notwithstanding the foregoing, the Plan Administrator shall have the discretion to determine whether and to what extent the vesting of shares of Common Stock issued under the Stock Purchase Program and the lapsing of the Company's rights to repurchase and cancel such unvested shares shall be tolled during any unpaid leave of absence by the Participant; provided, however, that in the absence of such determination, such lapsing shall be tolled during any such unpaid leave (unless otherwise required by the applicable laws).

(v) The Plan Administrator may in its discretion waive the surrender and cancellation of one or more unvested shares of Common Stock (or other assets attributable thereto) which would otherwise occur upon the noncompletion of the vesting schedule applicable to such shares. Such waiver shall result in the immediate vesting of the Participant's interest in the shares of Common Stock as to which the waiver applies. Such waiver may be effected at any time, whether before or after the Participant's cessation of Service or the attainment or nonattainment of the applicable performance objectives.

C . Right of First Refusal. Until such time as the Common Stock is first registered under Section 12 of the 1934 Act, the Company shall have a right of first refusal with respect to any proposed disposition by the Participant (or any successor in interest) of any shares of Common Stock issued under the Stock Purchase Program. Such right of first refusal is subject to any restrictions on transfer of the Common Stock in the Stock Option Agreement or the Bylaws of the Company, and shall be exercisable in accordance with the terms established by the Plan Administrator and set forth in the Stock Purchase Agreement and the Bylaws of the Company.

D . Public Offering Transfer Restriction. All shares of Common Stock issued under this Plan shall be subject to a transfer restriction in connection with any public offering of the Company's stock. The terms of such transfer restriction shall be established by the Plan Administrator and set forth in the Stock Purchase Agreement.

E . Expiration and Non-transferability of Purchase Rights. Any right to acquire shares of Common Stock under the Stock Purchase Program shall automatically expire if not exercised by the Participant within thirty (30) days of the Participant's receipt of notice from the Company of the grant of such rights to the Participant. Such rights shall be nontransferable and shall be exercisable only by the Participant to whom the rights were granted.

II. CORPORATE TRANSACTION

A. Upon the occurrence of a Corporate Transaction, all outstanding rights of repurchase and first refusal under the Stock Purchase Program shall terminate automatically, and the shares of Common Stock subject to those terminated rights shall immediately vest in full, except to the extent: (i) those rights of repurchase and first refusal are assigned to the successor entity (or parent thereof) in connection with such Corporate Transaction or (ii) such accelerated vesting is precluded by other limitations imposed by the Plan Administrator at the time the right of repurchase or first refusal is issued.

B. The Plan Administrator shall have the discretionary authority, exercisable either at the time the unvested shares are issued or any time while the Company's rights of repurchase and first refusal with respect to those shares remain outstanding, to provide that those rights shall automatically terminate on an accelerated basis, and the shares of Common Stock subject to those terminated rights shall immediately vest, in the event the Participant's Service

should subsequently terminate by reason of an Involuntary Termination within a designated period (not to exceed eighteen (18) months) following the effective date of any Corporate Transaction in which those rights of repurchase and first refusal are assigned to the successor entity (or parent thereof).

III. UNVESTED SHARES/ESCROW LEGENDS

Unvested shares may, in the Plan Administrator's discretion, be held in escrow by the Company until the Participant's interest in such shares vests or may be issued directly to the Participant with restrictive legends on the certificates evidencing those unvested shares.

ARTICLE FOUR UNIT AWARD PROGRAM

I. UNIT AWARD TERMS

Shares of Common Stock may be issued under the Unit Award Program through direct and immediate issuances without any intervening option grants. Each such stock issuance shall be evidenced by an Unit Award Agreement, in the form approved by the Plan Administrator, which complies with the terms specified below; provided, however, that each such agreement need not be identical in form.

A. Purchase Price.

(i) The Company may settle a unit award in either cash or shares of Common Stock. If the unit award is settled by the issuance of shares of Common Stock to the Participant, the purchase price per share to be paid by the Participant shall be the aggregate par value of all shares of Common Stock issuable upon settlement of the unit award.

(ii) Subject to the provisions of Section I of Article Five, shares of Common Stock may be issued under the Unit Award Program for any of the following items of consideration which the Plan Administrator may deem appropriate in each individual instance:

1. cash or certified check made payable to the Company;
2. cancellation of indebtedness owed by the Company to the Participant; or
3. past services rendered to the Company (or any Parent or Subsidiary).

B . Right of First Refusal. Until such time as the Common Stock is first registered under Section 12 of the 1934 Act, the Company shall have a right of first refusal with respect to any proposed disposition by the Participant (or any successor in interest) of any shares of Common Stock issued under the Unit Award Program. Such right of first refusal is subject to any restrictions on transfer of the Common Stock in the Stock Option Agreement or the Bylaws of the Company, and shall be exercisable in accordance with the terms established by the Plan Administrator and set forth in the Unit Award Agreement and the Bylaws of the Company.

C . Public Offering Transfer Restriction. All shares of Common Stock issued under this Plan shall be subject to a transfer restriction in connection with any public offering of the Company's stock. The terms of such transfer restriction shall be established by the Plan Administrator and set forth in the Unit Award Agreement.

D. Expiration and Non-transferability of Purchase Rights. Any right to acquire shares of Common Stock under the Unit Award Program shall automatically expire if not exercised by the Participant within thirty (30) days of the Participant's receipt of notice from the Company of the grant of such rights to the Participant. Such rights shall be nontransferable and shall be exercisable only by the Participant to whom the rights were granted.

E. Deferred Payment. Notwithstanding Section D immediately above, and to the extent permissible under applicable law, the Plan Administrator may permit the Participant to defer payment under a unit award to a date or dates after which the unit award is granted or earned; provided, however, that the terms of the unit award and any related deferral shall satisfy the requirements of Section 409A of the Code (or any successor thereof) and any regulations or rulings promulgated thereunder.

ARTICLE FIVE MISCELLANEOUS

I. FINANCING

A. The Plan Administrator may permit any Optionee or Participant to pay the option exercise price or the purchase price for shares issued to such person under this Plan by delivering a full-recourse, interest-bearing promissory note payable in one or more installments and secured by the purchased shares. However, any promissory note delivered by a consultant must be secured by collateral in addition to the purchased shares of Common Stock. The interest rate payable under the promissory note shall not be less than the minimum rate required to avoid the imputation of income for U.S. federal income tax purposes. In no event shall the stock certificate(s) representing the purchased shares of Common Stock be released to the Optionee or Participant until such note is paid in full.

B. In no event shall the maximum credit available to the Optionee or Participant exceed the sum of (i) the aggregate option exercise price or purchase price payable for the purchased shares plus (ii) any federal, state and local income and employment tax liability incurred by the Optionee or the Participant in connection with the option exercise or share purchase.

C. Subject to the foregoing, the Plan Administrator shall determine the term, interest rate, payment requirements and other provisions of any promissory note to be accepted by the Company as consideration for the exercise of an option or purchase of shares under this Plan.

II. EFFECTIVE DATE AND TERM OF PLAN

A. This Plan shall become effective when adopted by the Board, but no option granted under this Plan may be exercised, no shares shall be issued under this Plan, and no unit awards shall be satisfied under this Plan, until this Plan is approved by the Company's shareholders pursuant to and in accordance with applicable laws and regulations. If such shareholder approval is not obtained within twelve (12) months after the date of the Board's adoption of this Plan, then all options previously granted under this Plan shall terminate and cease to be outstanding and no further options shall be granted, no shares shall be issued and no unit awards shall be satisfied under this Plan. Subject to such limitation, the Plan Administrator may grant options, issue shares and satisfy unit awards under this Plan at any time after the effective date of this Plan and before the date fixed herein for termination of this Plan.

B. This Plan shall terminate upon the earliest of (i) the expiration of the ten (10)-year period measured from the date this Plan is adopted or last amended and restated by the Board, with the approval of the Company's shareholders, (ii) the date on which all shares available for issuance under this Plan shall have been issued as vested shares, or (iii) the termination of all outstanding options in connection with a Corporate Transaction. All options, unvested stock issuances and unit awards outstanding at that time under this Plan shall continue to have full force and effect in accordance with the provisions of the documents evidencing such options, issuances or awards.

III. AMENDMENT OF THE PLAN

A. The Board shall have complete and exclusive power and authority to amend, modify, suspend, discontinue or terminate this Plan in any or all respects. However, no such amendment, modification, suspension, discontinuation or termination shall materially and adversely affect the rights and obligations with respect to options, unvested stock issuances or unit awards at the time outstanding under this Plan unless the Optionee or the Participant consents to such amendment, modification, suspension, discontinuation or termination in writing. In addition, certain

amendments may require approval of the Company's shareholders pursuant to and in accordance with applicable laws and regulations.

B. Options may be granted under the Option Grant Program and shares may be issued under the Stock Purchase Program and Unit Award Program which are in each instance in excess of the number of shares of Common Stock then available for issuance under this Plan, provided any excess shares actually issued under those programs shall be held in escrow until there is obtained shareholder approval of an amendment sufficiently increasing the number of shares of Common Stock available for issuance under this Plan. If such shareholder approval is not obtained within twelve (12) months after the date the first such excess issuances are made, then (i) any unexercised options granted on the basis of such excess shares shall terminate and cease to be outstanding, and (ii) the Company shall promptly refund to the Optionees and the Participants the exercise or purchase price paid for any excess shares issued under this Plan and held in escrow, together with interest (at the applicable short term federal rate) for the period the shares were held in escrow, and such shares shall thereupon be automatically cancelled and cease to be outstanding.

IV. USE OF PROCEEDS

Any cash proceeds received by the Company from the sale of shares of Common Stock under this Plan shall be used for general corporate purposes.

V. WITHHOLDING

A. The Company's obligation to deliver shares of Common Stock upon the exercise of any options granted under this Plan, upon the issuance or vesting of any shares issued under this Plan or upon the settlement of any unit award under this Plan shall be subject to the satisfaction by the Participant of all applicable federal, state and local income and employment tax withholding requirements.

B. The Company shall not be liable to the Optionee, Participant or any other person for any tax consequences realized by the Optionee or Participant due to the receipt, vesting, exercise, purchase, issuance or settlement of any option grant, stock issuance or unit award under this Plan or due to the transfer of any Common Stock issued hereunder. The Optionee or Participant shall be responsible for, and by accepting an option grant, stock issuance or unit award under this Plan agrees to bear, all taxes of any nature that are legally imposed upon the Optionee or Participant in connection with an option grant, stock issuance or unit award, and the Company does not assume, and shall not be liable to any party for, any cost or liability arising in connection with such tax liability legally imposed upon the Optionee or Participant. For example, an option grant, stock issuance or unit award issued under this Plan may be characterized by the Internal Revenue Service (the "IRS") as "deferred compensation" under the Code resulting in additional taxes, including in some cases interest and penalties. In the event the IRS determines that an option grant, stock issuance or unit award constitutes deferred compensation under the Code or challenges any good faith characterization made by the Company or any other party of the tax treatment applicable to an option grant, stock issuance or unit award, the Optionee or Participant shall be responsible for the additional taxes, and interest and penalties (if any) determined to apply if such challenge succeeds, and the Company shall not be liable to the Optionee, Participant or any other person or be required to reimburse the Optionee, Participant or any other person for such additional taxes, penalties or interest.

C. The Board, in its absolute discretion, may permit any means of tax withholding as it deems appropriate. The Optionee or Participant (or their legal representative) shall make such arrangements as the Plan Administrator may require for the satisfaction of any tax withholding obligations that may arise in connection with the receipt, vesting, exercise, purchase, issuance or settlement of any option grant, stock issuance or unit award under this Plan.

VI. REGULATORY APPROVALS

The implementation of this Plan, the granting of any options under this Plan and the issuance of any shares of Common Stock (A) upon the exercise of any option or (B) under the Stock Purchase Program or Unit Award Program, shall be

subject to the Company's procurement of all approvals and permits required by regulatory authorities having jurisdiction over this Plan, the options granted under it and the shares of Common Stock issued pursuant to it.

VII. EMPLOYMENT OR SERVICE RIGHTS

Nothing in this Plan shall confer upon the Optionee or the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining such person) or of the Optionee or the Participant, which rights are hereby expressly reserved by each, to terminate such person's Service at any time, for any reason, with or without cause and without thereby incurring any liability.

VIII. FINANCIAL REPORTS

Until such time as the Common Stock is first registered under Section 12 of the 1934 Act, and if required by applicable laws and regulations, the Company may, but is not required, to deliver a balance sheet and an income statement at least annually to each individual holding an outstanding option, stock issuance or unit award under this Plan, unless such individual is a key Employee whose duties in connection with the Company (or any Parent or Subsidiary) assure such individual access to equivalent information. The Company shall not be required to have such balance sheet and income statement audited internally or by a certified public accountant or similar audit and/or accounting service provider.

IX. SECURITIES NOTICE AND LEGEND

Notwithstanding anything contained herein, the Company shall not be obligated to grant any option or make any stock issuance or unit award under this Plan or to offer, sell, issue or effect any transfer of any Common Stock received or to be received in connection with such option grant, stock issuance or unit award unless such grant, offer, sale, issuance or transfer is at such time effectively (A) registered or exempt from registration under the 1933 Act, and (B) qualified or exempt from qualification under any applicable state securities laws. As a condition to exercise of any option or issuance of any shares of Common Stock under this Plan, the Optionee or Participant shall make such representations as may be deemed appropriate by counsel to the Company for the Company to use any available exemption from registration under the 1933 Act or qualification under any applicable state securities law.

The certificates representing the Common Stock issued upon exercise of options granted or shares issued under this Plan will bear the legends in substantially the following form giving notice of restrictions on transfer under the 1933 Act and this Plan, as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THE ACT AND ALL SUCH OTHER APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND REPURCHASE RIGHTS AND RIGHTS OF FIRST REFUSAL GRANTED TO THE COMPANY AND ACCORDINGLY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED, OR IN ANY MANNER DISPOSED OF EXCEPT IN CONFORMITY WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES) OR THE BYLAWS OF THE COMPANY. A COPY OF SUCH AGREEMENT IS MAINTAINED AT THE COMPANY'S PRINCIPAL CORPORATE OFFICE.

X. ASSIGNMENT OF REPURCHASE RIGHT AND RIGHTS OF FIRST REFUSAL

The options granted under this Plan, the shares issued under this Plan may be subject to rights of first refusal, one or more repurchase rights or options, or other conditions and restrictions as determined by the Plan Administrator in its discretion at the time the option or shares are granted. The Company shall have the right to assign at any time any repurchase right, or rights of first refusal it may have, whether or not such right is then exercisable, to one or more persons as may be selected by the Company.

APPENDIX
DEFINITIONS

The following definitions shall be in effect under this Plan:

- A. “**1933 Act**” shall mean the Securities Act of 1933, as amended.
 - B. “**1934 Act**” shall mean the Securities Exchange Act of 1934, as amended.
 - C. “**Board**” shall mean the Company’s Board of Directors.
 - D. “**Code**” shall mean the Internal Revenue Code of 1986, as amended.
 - E. “**Committee**” shall mean a committee of one (1) or more Board members appointed by the Board to exercise one (1) or more administrative functions under this Plan.
 - F. “**Common Stock**” shall mean the Company’s common stock.
 - G. “**Corporate Transaction**” shall mean either of the following shareholder-approved transactions to which the Company is a party:
 - (i) a sale of stock, merger or consolidation of the Company, in which the shareholders of the Company do not control greater than fifty percent (50%) of the total voting power of the surviving entity (other than a mere reincorporation merger or a transaction conducted for bona fide equity financing purposes), or
 - (ii) the sale, transfer or other disposition of all or substantially all of the Company’s assets in liquidation or dissolution of the Company.
 - H. “**Company**” shall mean GitPrime, Inc., a Colorado corporation, and any successor entity to all or substantially all of the assets or voting stock of GitPrime, Inc. which shall by appropriate action adopt this Plan.
 - I. “**Disability**” shall mean the inability of the Optionee or the Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment and shall be determined by the Plan Administrator on the basis of such medical evidence as the Plan Administrator deems warranted under the circumstances.
 - J. “**Employee**” shall mean an individual who is in the employ of the Company (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.
 - K. “**Exercise Date**” shall mean the date on which the Company shall have received written notice of the option exercise.
 - L. “**Fair Market Value**” per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:
 - (i) If the Common Stock is at the time traded on the Nasdaq National Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.
 - (ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.
-

(iii) If the Common Stock is at the time neither listed on any Stock Exchange nor traded on the Nasdaq National Market, then the Fair Market Value shall be determined by the Plan Administrator after taking into account such factors as the Plan Administrator shall deem appropriate.

M. **"Incentive Stock Option"** shall mean an option intended to satisfy the requirements of Section 422 of the Code.

N. **"Involuntary Termination"** shall mean the termination of Service of any individual which occurs by reason of:

(i) such individual's involuntary dismissal or discharge by the Company for reasons other than Misconduct, or

(ii) such individual's voluntary resignation following (A) a change in his or her position with the Company which materially reduces his or her duties and responsibilities or the level of management to which he or she reports, (B) a reduction in his or her level of compensation (including base salary, fringe benefits and target bonuses under any corporate-performance based bonus or incentive programs) by more than fifteen percent (15%), or (C) a relocation of such individual's place of employment by more than fifty (50) miles, provided and only if such change, reduction, or relocation is effected without the individual's consent.

O. **"Misconduct"** shall mean the commission of any act of fraud, embezzlement or dishonesty by the Optionee or Participant, any unauthorized use or disclosure by such person of confidential information or trade secrets of the Company (or any Parent or Subsidiary), or any other intentional misconduct by such person adversely affecting the business or affairs of the Company (or any Parent or Subsidiary) in a material manner. The foregoing definition shall not be deemed to be inclusive of all the acts or omissions which the Company (or any Parent or Subsidiary) may consider as grounds for the dismissal or discharge of any Optionee, Participant or other person in Service of the Company (or any Parent or Subsidiary).

P. **"Non-Statutory Option"** shall mean an option not intended to satisfy the requirements of Section 422 of the Code.

Q. **"Option Grant Program"** shall mean the option grant program in effect under this Plan.

R. **"Optionee"** shall mean any person to whom an option is granted under this Plan.

S. **"Parent"** shall mean any entity (other than the Company) in an unbroken chain of entities ending with the Company, provided each entity in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other entities in such chain.

T. **"Participant"** shall mean any person who is issued shares of Common Stock under the Option Grant Program (upon exercise of an option), the Stock Purchase Program and the Unit Award Program.

U. **"Plan"** shall mean the Company's 2015 Equity Incentive Plan, as set forth in this document.

V. **"Plan Administrator"** shall mean either the Board or a Committee acting in its capacity as administrator of this Plan or one or more equity programs under this Plan.

W. **"Service"** shall mean the provision of services to the Company (or any Parent or Subsidiary) by a person in the capacity of an Employee, a non-Employee member of the Board or a consultant or independent advisor, except to the extent otherwise specifically provided in the documents evidencing the option grant, stock issuance or unit award.

X. **"Stock Exchange"** shall mean either the American Stock Exchange or the New York Stock Exchange.

Y. **"Stock Option Agreements"** shall mean one or more agreements and/or notices entered into by the Company and the Optionee at the time of the grant, and/or transfer of options under the Option Grant Program.

Z. **"Stock Purchase Agreement"** shall mean the agreement and/or notice entered into by the Company and the Participant at the time of issuance of shares of Common Stock under the Stock Purchase Program.

AA. **“Stock Purchase Program”** shall mean the Stock Purchase Program in effect under this Plan.

BB. **“Subsidiary”** shall mean any entity (other than the Company) in an unbroken chain of entities beginning with the Company, provided each entity (other than the last entity) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other entities in such chain.

CC. **“Ten Percent Shareholder”** shall mean the owner of stock (as determined under Section 424(d) of the Code) possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company (or any Parent or Subsidiary).

DD. **“Unit Award Agreement”** shall mean the agreement entered into by the Company and the Participant at the time of award of units of Common Stock under the Unit Award Program.

EE. **“Unit Award Program”** shall mean the unit award program in effect under this Plan.

GITPRIME, INC.
2015 EQUITY INCENTIVE PLAN

NOTICE OF STOCK OPTION GRANT

GitPrime, Inc., a Colorado corporation (the “**Company**”) has granted you (the “**Optionee**”) an option (the “**Option**”) to purchase shares of its common stock (the “**Option Shares**”). The specific terms and conditions of the stock option grant are set forth in the attached Stock Option Agreement. Certain capitalized terms used in this notice but not defined herein are defined in the Stock Option Agreement.

This notice is for informational purposes only and serves to highlight the purchase and vesting terms of the Option.

Date of Grant: _____

Name of Optionee: _____

Number of Option Shares: _____

Type of Option: [Incentive Option/Non-Statutory Option]

Exercise Price per Option Share: \$ _____ (The exercise price per Option Share of an Option shall not be less than one hundred percent (100%) of the Fair Market Value of an Option Share on the date of grant. If Optionee is a Ten-Percent Shareholder, the exercise price per Option Share of an Incentive Option must be at least one hundred ten percent (110%) of the Fair Market Value of an Option Share on the date of grant.)

Vesting Start Date: _____

Vesting Schedule: Subject to the terms and conditions set forth in Section II of the Stock Option Agreement, the Option vests with respect to the first 25% of the Option Shares when the Optionee completes [12 months] of continuous Service after the Vesting Start Date and the remaining 75% shall vest in [thirty-six (36)] equal and continuous monthly installments for each month of continuous Service thereafter.

Expiration Date: _____

Termination Period: Subject to the terms and conditions set forth in Sections IV to VI of the Stock Option Agreement, the Option may terminate before the expiration date.

Transferability of Option: Subject to the terms and conditions set forth in Section XII of the Stock Option Agreement, the Option may not be transferred.

GITPRIME, INC., a Colorado corporation

By: _____

Name: _____

Title: _____

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED AND QUALIFIED PURSUANT TO THE RELEVANT PROVISIONS OF U.S. FEDERAL AND STATE OR APPLICABLE FOREIGN SECURITIES LAWS OR IF THE COMPANY IS PROVIDED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION AND QUALIFICATION UNDER U.S. FEDERAL AND STATE OR APPLICABLE FOREIGN SECURITIES LAWS IS NOT REQUIRED.

GITPRIME, INC.
2015 EQUITY INCENTIVE PLAN

STOCK OPTION AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is dated as of [DATE], between GitPrime, Inc., a Colorado corporation (the “**Company**”) and _____ (“**Optionee**”).

WITNESSETH:

WHEREAS, the Company has granted Optionee a stock option (this “**Option**”) on [DATE] (the “**Date of Grant**”) by which Optionee has the right to purchase up to _____ shares of Common Stock (the “**Option Shares**”); and

WHEREAS, Optionee desires to accept the Option on the terms and conditions set forth in this Agreement and the Company’s 2015 Equity Incentive Plan (the “**Plan**”). Certain capitalized terms used in this Agreement but not defined herein are defined in the Plan:

NOW, THEREFORE, it is agreed between the parties as follows:

I. KIND OF OPTION.

This Option is intended to be [an Incentive Option (an “**ISO**”)/a Non-Statutory Option (a “**NSO**”)]. Even if this Option is designated as an [ISO/Incentive Option (an “**ISO**”)], it shall be deemed to be a [Non- Statutory Option (a “**NSO**”)/NSO] to the extent required by the \$100,000 annual limitation under Section 422(d) of the Internal Revenue Code.

II. VESTING.

A. Vesting Schedule. Subject to the terms and conditions of the Plan and this Agreement, this Option shall be exercisable with respect to the Option Shares that have become vested in accordance with the following schedule: this Option shall vest with respect to the first 25% of the Option Shares when the Optionee completes [12 months] of continuous Service after the Vesting Start Date and the remaining 75% shall vest in [thirty-six (36)] equal and continuous monthly installments for each month of continuous Service thereafter.

B. Cessation of Vesting. After your Service as an Employee, a consultant or a non-Employee member of the Board terminates for any reason, vesting of the Option Shares subject to this Option shall immediately stop and this Option shall expire immediately as to the number of Option Shares that are not vested as of the date your Service as an Employee, a consultant or a non-Employee member of the Board terminates.

III. TERM.

A. General Term. This Option shall expire at the close of business at the Company's headquarters ten (10) years after the Date of Grant; provided, however, that if this Option is an ISO it shall expire five (5) years after the Date of Grant if you are a Ten-Percent Shareholder of the Company (the "**Expiration Date**").

B. Early Termination. This Option shall expire earlier if your Service terminates, as described below in Sections IV to VI.

IV. SERVICE TERMINATION; MISCONDUCT; LEAVE OF ABSENCE.

A. Service Termination. If your Service terminates for any reason except death, Disability (as defined below) or Misconduct (as defined in the Plan), the vested portion of this Option shall expire at the close of business at the Company's headquarters on the date three (3) months after your termination of Service. During that three (3) month period, you may exercise the portion of this Option that was vested on your termination date.

B. Misconduct. If your Service terminates for reasons of Misconduct, the vested portion of this Option shall expire and this Option shall immediately terminate and cease to be outstanding with respect to the Option Shares at the close of business at the Company's headquarters on the date of your termination of Service.

C. Leave of Absence. If this Option is an ISO, it shall cease to be eligible for ISO tax treatment if you exercise it more than three (3) months after the ninetieth (90th) day of a bona fide leave of absence approved by the Company, unless you return to employment immediately upon termination of such leave or your right to reemployment after your leave was guaranteed by statute or contract.

D. Limitation on ISO Tax Treatment. If this Option is an ISO, and you do not exercise it within three (3) months following the termination of your Service as an Employee for any reason other than death or Disability, the loss of ISO tax treatment for this Option shall result. In the event that this Option becomes ineligible for ISO tax treatment, and the Company in its absolute and sole discretion permits you to exercise this Option after the three (3) month period following the termination of your Service as an Employee for any reason other than death or Disability, it shall be taxed as a NSO upon exercise.

E. No Vested Option Shares. To the extent no Option Shares are vested at the time your Service terminates, this Option shall immediately terminate and cease to be outstanding with respect to such Option Shares.

V. DEATH.

A. Expiration of Option. If you die while in Service with the Company, the vested portion of this Option shall expire at the close of business at the Company's headquarters on the date twelve (12) months after the date of your death. During that twelve (12) month period, the personal representative of your estate or the person or persons to whom the Option is transferred pursuant to your will or the laws of inheritance may exercise that portion of this Option that was vested on the date of your death. Notwithstanding the foregoing, the Option may not be exercised after the Expiration Date determined above in Section III.

B. No Vested Option Shares. To the extent no Option Shares are vested at the time you die while in Service with the Company, this Option shall immediately terminate and cease to be outstanding with respect to such Option Shares.

VI. DISABILITY.

A. Expiration of Option. If your Service terminates because of a Disability, the vested portion of this Option shall expire at the close of business at the Company's headquarters on the date twelve (12) months after your termination date. During that twelve (12) month period, you may exercise that portion of this Option that was vested on the date of your Disability. Notwithstanding the foregoing, the Option may not be exercised after the Expiration Date determined above in Section III. "**Disability**" means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment and shall be determined by the Company on the basis of such medical evidence as the Company deems warranted under the circumstances. Notwithstanding the foregoing, this Option may not be exercised after the Expiration Date determined above in Section III.

B. Limitation on ISO Tax Treatment. If this Option is an ISO and your Disability is not expected to result in death or to last for a continuous period of at least twelve (12) months, this Option shall be eligible for ISO tax treatment only if it is exercised within three (3) months following the termination of your Service as an Employee. In the event that this Option becomes ineligible for ISO tax treatment, and the Company in its absolute and sole discretion permits you to exercise this Option after the twelve (12) month period following the termination of your Service as an Employee due to a Disability expected to result in death or to last for a continuous period of at least twelve (12) months, it shall be taxed as a NSO upon exercise.

C. No Vested Option Shares. To the extent no Option Shares are vested at the time your Service terminates because of a Disability, this Option shall immediately terminate and cease to be outstanding with respect to such Option Shares.

VII. EXERCISING YOUR OPTION.

A. Requirements. To exercise this Option, you must execute the Exercise Notice and Common Stock Purchase Agreement (the "**Exercise Notice and Purchase Agreement**"), attached hereto as **Exhibit A**. You must submit the executed Exercise Notice and Purchase Agreement, together with full payment for the Option Shares then vested, or some lesser amount of vested Option Shares, to the Company at its principal corporate offices via personal delivery or deposit in the U.S. mail, postage prepaid and properly addressed to the Company.

B. Effectiveness of Exercise. Your exercise of this Option shall be effective when the executed Exercise Notice and Purchase Agreement and full payment for the vested Option Shares being purchased are received by the Company.

C. Exercise by Other Person. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

D. Fractional Option Shares. In no event may you exercise this Option for any fractional Option Shares.

VIII. PAYMENT FORMS.

A. General. When you exercise this Option, you must include payment of the aggregate Exercise Price for the Option Shares you are purchasing in cash or by certified check made payable to the Company.

B. Cancellation of Indebtedness. You may pay all or part of the Exercise Price by fully and irrevocably relieving the Company of any indebtedness that it owes to you. The Company shall provide the forms necessary to make such a debt cancellation exercise.

C. Promissory Note. In the absolute and sole discretion of the Company, you may pay

all or part of the Exercise Price by delivering a full-recourse, interest-bearing promissory note secured by the Option Shares to the Company. The terms of any such promissory note shall be established by the Company, in its absolute and sole discretion, and the Company shall provide the forms necessary to make an exercise of this Option by such promissory note.

D. Common Stock. To the extent that a public market for the Option Shares exists, you may pay all or part of the Exercise Price by surrendering, or attesting to ownership of, shares of Common Stock already owned by you, unless such action would cause the Company to recognize any (or additional) compensation expense with respect to this Option for financial reporting purposes. Such Common Stock shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value on the date of this Option is exercised.

E. Cashless Exercise. To the extent that a public market for the Option Shares exists and to the extent permitted by applicable law, in each case as determined by the Company, you may exercise this Option by delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Option Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price and, if requested, applicable withholding taxes. The Company shall provide the forms necessary to make such a cashless exercise.

F. Other Forms of Payment. In its absolute and sole discretion, the Company may permit you to exercise this Option by such other forms of payment as it deems appropriate, subject to applicable laws, regulations and rules.

IX. TAX WITHHOLDING AND REPORTING.

A. General Withholding. You shall not be allowed to exercise this Option unless you pay, or make acceptable arrangements to pay, any taxes required to be withheld as a result of the exercise of this Option or the sale of the Option Shares acquired upon exercise of this Option. You hereby authorize withholding from payroll or any other payment due you from the Company or your employer to satisfy any such withholding tax obligation. To the extent permitted by law, you also agree to indemnify the Company for any and all withholding tax liability owed by you and arising from your exercise of this Option.

B. Reporting of a Disposition. If you sell or otherwise dispose of any of the Option Shares acquired pursuant to an ISO on or before the later of (i) two years after the Date of Grant, or (ii) one year after the Exercise Date, you shall immediately notify the Company in writing of such disposition.

X. RIGHTS OF REPURCHASE AND FIRST REFUSAL.

A. Right of Repurchase.

1. In the event that the Company permits you to exercise this Option for unvested Option Shares, the Company shall have a Repurchase Right with respect to such unvested Option Shares in accordance with the provisions of the Exercise Notice and Purchase Agreement and the Plan, all of which are attached hereto as **Exhibits A** and **B**, respectively.

2. Should your Service be terminated for Misconduct, the Company may repurchase any and all Option Shares held by you as of the date of such termination pursuant to the Repurchase Right described above, in the same manner as if such Option Shares were unvested Option Shares.

B. Right of First Refusal. In the event that you propose to sell, pledge or otherwise transfer to a third party any Option Shares acquired under this Agreement, or any interest in such Option Shares, the Company shall have a “**Right of First Refusal**” with respect to such Option Shares in accordance with the provisions of the Exercise Notice and Purchase Agreement, the Plan and the

Company's Bylaws, all of which are attached hereto as **Exhibits A, B and C**, respectively. The Option Shares may be subject to other transfer restrictions pursuant to the provisions herein, the Exercise Notice and Purchase Agreement, the Plan and the Company's Bylaws.

XI. RESALE RESTRICTIONS/MARKET STAND-OFF.

In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the U.S. Securities Act of 1933, as amended (the "**Act**"), including the Company's initial public offering, you may be prohibited from engaging in any transaction with respect to any Common Stock without the prior written consent of the Company or its underwriters in accordance with the provisions of the Exercise Notice and Purchase Agreement.

XII. TRANSFER OF OPTION.

A. General. Prior to your death, only you may exercise this Option. This Option and the rights and privileges conferred hereby cannot be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option shall immediately become invalid.

B. Permitted Transfers. Notwithstanding the above general restriction on transfer of this Option, this Option may be assigned or transferred (i) to a trust, foundation, partnership or other entity in which you or your immediate family members (as that term is defined in the Plan) hold at least a fifty percent (50%) beneficial or voting interest or control the management of assets, (ii) by your will, (iii) by bequest, or (iv) through the laws of descent and distribution following your death.

C. Marital Property Settlements. Regardless of any marital property settlement agreement, the Company is not obligated to honor an Exercise Notice and Purchase Agreement from or executed by your spouse or former spouse, nor is the Company obligated to recognize such individual's interest in this Option in any other way.

XIII. RETENTION RIGHTS.

This Agreement does not give you the right to be retained by the Company in any capacity. The Company reserves the right to terminate your Service at any time and for any reason without thereby incurring any liability to you.

XIV. SHAREHOLDER RIGHTS.

Neither you nor your estate or heirs have any rights as a shareholder of the Company until you exercise this Option in accordance with the terms hereof and become a record holder of the Option Shares then vested, or some lesser amount of vested Option Shares. No adjustments shall be made for dividends or other shareholder rights if the applicable record date occurs before your stock certificate is issued, except as described in the Plan.

XV. VESTING ACCELERATION; OPTION SHARE ADJUSTMENTS.

A. Vesting Acceleration - Corporate Transaction.

1. In the event of a Corporate Transaction, all the unvested Option Shares that are subject to this Option at the time of a Corporate Transaction shall automatically vest in full so that each such Option Share shall, immediately prior to the effective date of the Corporate Transaction, become fully exercisable for any and all such Option Shares as fully vested shares of Common Stock. However, the Option Shares shall not vest on such an accelerated basis if and to the extent: (i) this Option is assumed

by the successor entity (or parent thereof) in the Corporate Transaction and the Company's Repurchase Right and Right of First Refusal are concurrently to be assigned to such successor entity (or parent thereof), or (ii) this Option is to be replaced with a cash incentive program of the successor entity which preserves the spread existing on the unvested Option Shares at the time of the Corporate Transaction (the excess of the Fair Market Value of those Option Shares over the Exercise Price payable for such shares) and provides for subsequent payout in accordance with the same vesting schedule applicable to those unvested Option Shares, or (iii) the acceleration of this Option is subject to other limitations imposed by the Company in this Agreement. Notwithstanding the forgoing, in the event of a liquidation or dissolution of the Company, no vesting acceleration provided in this Section XV(A)(1) shall apply to the unvested Option Shares.

2. If this Option is assumed in connection with a Corporate Transaction, immediately after such Corporate Transaction, this Option shall be appropriately adjusted, to apply to the number and class of securities which would have been issuable to you in consummation of such Corporate Transaction had this Option been exercised immediately prior to such Corporate Transaction, and appropriate adjustments shall also be made to the Exercise Price, provided that the aggregate Exercise Price shall remain the same.

3. Except to the extent assumed by the successor entity (or parent thereof) in connection with a Corporate Transaction, immediately following such Corporate Transaction, this Option shall terminate and cease to be outstanding.

B. Option Shares Adjustments. Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares, or other change affecting the outstanding Common Stock as a class, appropriate adjustments shall be made to (i) the total number and/or class of securities subject to this option, and (ii) the Exercise Price in order to reflect in an equitable manner such change and thereby preclude a dilution or enlargement of benefits hereunder.

C. No Effect. This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize, or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate, or sell or transfer all or any part of its business or assets.

XVI. LEGENDS.

All certificates representing the Shares issued upon exercise of this Option shall, where applicable, bear one or more of the following legends:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THE ACT AND ALL SUCH OTHER APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND REPURCHASE RIGHTS AND RIGHTS OF FIRST REFUSAL GRANTED TO THE COMPANY AND ACCORDINGLY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED, OR IN ANY MANNER DISPOSED OF EXCEPT IN CONFORMITY WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES) OR THE BYLAWS OF THE COMPANY. A COPY OF SUCH AGREEMENT IS MAINTAINED AT THE COMPANY'S PRINCIPAL CORPORATE OFFICE.

If this Option is an ISO, then the following legend shall be included:

THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED UPON EXERCISE OF AN INCENTIVE STOCK OPTION, AND THE COMPANY MUST BE NOTIFIED IF THE SHARES SHALL BE TRANSFERRED BEFORE THE LATER OF THE TWO (2) YEAR ANNIVERSARY OF THE DATE OF GRANT OF THE OPTION OR THE ONE (1) YEAR ANNIVERSARY OF THE DATE ON WHICH THE OPTION WAS EXERCISED. THE REGISTERED HOLDER MAY RECOGNIZE ORDINARY INCOME IF THE SHARES ARE TRANSFERRED BEFORE SUCH DATE.

XVII. TAX DISCLAIMER.

A. General. You agree that you are responsible for consulting your own tax advisor as to the tax consequences associated with this Option. The tax rules governing options are complex, change frequently and depend on the individual taxpayer's situation. Although the Company shall make available to you general tax information about stock options, you agree that the Company shall not be held liable or responsible for making such information available to you or for any tax or financial consequences that you may incur in connection with this Option.

B. Fair Market Value of the Option Shares. The Board has made a good faith determination that the Exercise Price per share of this Option is not less than the Fair Market Value of the Option Shares underlying this Option on the Date of Grant. It is possible, however, that the Internal Revenue Service could later challenge that determination and assert that the fair market value of the Shares underlying this Option was greater on the Date of Grant than the Exercise Price per share determined by the Board, which could result in immediate income tax upon the vesting of this Option (whether or not exercised) and a twenty percent (20%) tax penalty and interest on the foregoing, as well as the loss of incentive stock option status (if applicable). The Company gives no assurance that such adverse tax consequences shall not occur and specifically assumes no responsibility therefor.

C. Your Responsibility for Tax Liabilities and Consequences. By accepting this Option, you acknowledge that any tax liability or other adverse tax consequences to you resulting from the grant of this Option shall be the responsibility of, and shall be borne entirely by, you. YOU ARE THEREFORE ENCOURAGED TO CONSULT YOUR OWN TAX ADVISOR BEFORE ACCEPTING THIS OPTION.

XVIII. THE PLAN AND OTHER AGREEMENTS.

The text of the Plan is incorporated by reference into this Agreement. Certain capitalized terms used in this Agreement but not defined herein are defined in the Plan. This Agreement, including its attachments, the Plan and the Company's Bylaws constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded.

XIX. OPTIONEE'S REPRESENTATIONS.

A. You understand and acknowledge that (i) the Plan is entirely discretionary, (ii) the Company has reserved the right to amend, suspend or terminate the Plan at any time, (iii) the implementation of the Plan, the granting of any options under the Plan and the issuance of any shares of Common Stock upon the exercise of any option shall be subject to the Company's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the options granted under it and the shares of Common Stock issued pursuant to it, (iv) the grant of an option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount and (v) all determinations with respect to any additional

grants, including (without limitation) the times when options shall be granted, the number of Option Shares offered, the Exercise Price and the vesting schedule, shall be at the sole discretion of the Company.

B. The value of this Option shall be an extraordinary item of compensation outside the scope of your employment contract, if any, and shall not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

C. You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

D. If you are a non-Employee member of the Board, you hereby authorize and direct your employer to disclose to the Company or any Subsidiary any information regarding your employment, the nature and amount of the your compensation and the fact and conditions of your participation in the Plan, as your employer deems necessary or appropriate to facilitate the administration of the Plan.

E. You consent to the collection, use and transfer of personal data as described in this Section XIX. You understand and acknowledge that the Company and any Subsidiary hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance number, salary, nationality, job title, any Option Shares, Common Stock or directorships held in the Company and details of all options or any other entitlements to Option Shares awarded, canceled, exercised, vested, unvested or outstanding in the your favor (the “**Data**”). You further understand and acknowledge that the Company and any Subsidiary shall transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Option Shares acquired under the Plan as may be required for the administration of the Plan and/or the subsequent holding of Option Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of the Data or withdraw the consents set forth in this Section XIX by contacting the Human Resources Department of the Company in writing.

F. You understand that, as of the date of this Agreement, (i) the Option Shares issuable upon exercise of this Option have not been registered under the Act or qualified under any applicable federal, state or foreign securities laws and the Option Shares must be held indefinitely unless subsequently registered and qualified thereunder or an exemption from such registration and qualification is available, (ii) the Company has made no agreements, covenants or undertakings whatsoever (a) to register under the Act or any applicable federal, state or foreign securities laws the Option Shares issuable upon exercise of this Option or (b) about the availability of any exemption under the Act (including Rule 144 of the Act) or applicable federal, state or foreign securities laws and (iii) there is no public market for the Option Shares and that such a market may never develop.

G. You hereby represent and warrant that you will not transfer this Option or the Option Shares in violation of the provisions of any applicable federal, state or foreign securities law, statute or regulation.

H. You acknowledge receipt of a copy of the Plan and the Company’s Bylaws and all exhibits referred to herein. You represent that you are familiar with the terms and provisions of such documents and have had an opportunity to consult with counsel regarding the terms of this Option. You hereby accept this Option, agree to be bound by its contractual terms as set forth herein, in the Plan and

in the Company's Bylaws and accept as binding, conclusive and final all decisions and interpretations of the Company regarding any questions or issues relating to this Option. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Plan, you hereby agree that the Plan's terms and provisions shall prevail.

XX. APPLICABLE LAW; COUNTERPARTS.

This Agreement shall be interpreted and enforced under the laws of the State of Colorado, without regard to its choice of law provisions. This Agreement may be executed in two or more counterparts, including by electronic transmission, and each such execution shall be deemed an original and all such executions shall together constitute one document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GITPRIME, INC.

OPTIONEE

Name: _____

By: _____

Name: _____

Title: _____

GITPRIME, INC.
2018 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: APRIL 10, 2018

APPROVED BY THE STOCKHOLDERS: APRIL 13, 2018

TERMINATION DATE: APRIL 9, 2028

1. **GENERAL.**

(a) **Successor to and Continuation Of Prior Plan.** The Plan is intended as the successor to and continuation of the GitPrime, Inc. 2015 Equity Incentive Plan (the “Prior Plan”). Following the Effective Date, no additional stock awards may be granted under the Prior Plan. Any unallocated shares remaining available for issuance pursuant to the exercise of options or issuance or settlement of stock awards not previously granted under the Prior Plan as of 12:01 a.m. Mountain time on the Effective Date (the “Prior Plan’s Available Reserve”) will cease to be available under the Prior Plan at such time and will be added to the Share Reserve (as further described in Section 3(a) below) and be then immediately available for issuance pursuant to Stock Awards granted hereunder. In addition, from and after 12:01 a.m. Mountain time on the Effective Date, all outstanding stock awards granted under the Prior Plan will remain subject to the terms of the Prior Plan; *provided, however*, that any shares subject to outstanding stock awards granted under the Prior Plan that (i) expire or terminate for any reason prior to exercise or settlement; (ii) are forfeited, cancelled or otherwise returned to the Company because of the failure to meet a contingency or condition required to vest such shares; or (iii) are reacquired, withheld (or not issued) to satisfy a tax withholding obligation in connection with an award or to satisfy the purchase price or exercise price of a stock award (the “Returning Shares”) will immediately be added to the Share Reserve (as further described in Section 3(a) below) as and when such shares become Returning Shares, and become available for issuance pursuant to Stock Awards granted hereunder. All Stock Awards granted on or after 12:01 a.m. Mountain time on the Effective Date will be subject to the terms of this Plan.

(b) **Eligible Stock Award Recipients.** Employees, Directors and Consultants are eligible to receive Stock Awards.

(c) **Available Stock Awards.** The Plan provides for the grant of the following types of Stock Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Stock Appreciation Rights, (iv) Restricted Stock Awards, (v) Restricted Stock Unit Awards and (vi) Other Stock Awards.

(d) **Purpose.** The Plan, through the granting of Stock Awards, is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and provide a means by which the eligible recipients may benefit from increases in value of the Common Stock.

2. **ADMINISTRATION.**

(a) **Administration by the Board.** The Board will administer the Plan. The Board may delegate administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) **Powers of the Board.** The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine (A) who will be granted Stock Awards; (B) when and how each Stock Award will be granted; (C) what type of Stock Award will be granted; (D) the provisions of each Stock Award (which need not be identical), including when a person will be permitted to exercise or otherwise receive cash or Common Stock under the Stock Award; (E) the number of shares of Common Stock subject to, or the cash value of, a Stock Award; and (F) the Fair Market Value applicable to a Stock Award.

(ii) To construe and interpret the Plan and Stock Awards granted under it, and to establish, amend and revoke rules and regulations for administration of the Plan and Stock Awards. The Board, in the exercise of these powers, may correct any defect, omission or inconsistency in the Plan or in any Stock Award Agreement, in a manner and to the extent it will deem necessary or expedient to make the Plan or Stock Award fully effective.

(iii) To settle all controversies regarding the Plan and Stock Awards granted under it.

(iv) To accelerate, in whole or in part, the time at which a Stock Award may be exercised or vest (or the time at which cash or shares of Common Stock may be issued in settlement thereof).

(v) To suspend or terminate the Plan at any time. Except as otherwise provided in the Plan or a Stock Award Agreement, suspension or termination of the Plan will not impair a Participant's rights under the Participant's then-outstanding Stock Award without the Participant's written consent except as provided in subsection (viii) below.

(vi) To amend the Plan in any respect the Board deems necessary or advisable, including, without limitation, by adopting amendments relating to Incentive Stock Options and certain nonqualified deferred compensation under Section 409A of the Code and/or to make the Plan or Stock Awards granted under the Plan compliant with the requirements for Incentive Stock Options or ensuring they are exempt from, or compliant with, the requirements for nonqualified deferred compensation under Section 409A of the Code, subject to the limitations, if any, of applicable law. However, if required by applicable law or listing requirements, and except as provided in Section 9(a) relating to Capitalization Adjustments, the Company will seek stockholder approval of any amendment of the Plan that (A) materially increases the number of shares of Common Stock available for issuance under the Plan, (B) materially expands the class of individuals eligible to receive Stock Awards under the Plan, (C) materially increases the benefits accruing to Participants under the Plan, (D) materially reduces the price at which shares of Common Stock may be issued or purchased under the Plan, (E) materially extends the term of the Plan, or (F) materially expands the types of Stock Awards available for issuance under the Plan. Except as otherwise provided in the Plan (including subsection (viii) below) or a Stock Award Agreement, no amendment of the Plan will materially impair a Participant's rights under an outstanding Stock Award without the Participant's written request.

(vii) To submit any amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 422 of the Code regarding Incentive Stock Options.

(viii) To approve forms of Stock Award Agreements for use under the Plan and to amend the terms of any one or more Stock Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Stock Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided however*, that a Participant's rights under any Stock Award will not be impaired by any such amendment unless (A) the Company requests the consent of the affected Participant, and (B) such Participant consents in writing. Notwithstanding the foregoing, (1) a Participant's rights will not be deemed to have been impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights, and (2) subject to the limitations of applicable law, if any, the Board may amend the terms of any one or more Stock Awards without the affected Participant's consent (A) to maintain the qualified status of the Stock Award as an Incentive Stock Option under Section 422 of the Code; (B) to change the terms of an Incentive Stock Option, if such change results in impairment of the Stock Award solely because it impairs the qualified status of the Stock Award as an Incentive Stock Option under Section 422 of the Code; (C) to clarify the manner of exemption from, or to bring the Stock Award into compliance with, Section 409A of the Code; or (D) to comply with other applicable laws.

(ix) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Stock Awards.

(x) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees, Directors or Consultants who are foreign nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Plan or any Stock Award Agreement that are required for compliance with the laws of the relevant foreign jurisdiction).

(xi) To effect, with the consent of any adversely affected Participant, (A) the reduction of the exercise, purchase or strike price of any outstanding Stock Award; (B) the cancellation of any outstanding Stock Award and the grant in substitution therefor of a new (1) Option or SAR, (2) Restricted Stock Award, (3) Restricted Stock Unit Award, (4) Other Stock Award, (5) cash and/or (6) other valuable consideration determined by the Board, in its sole discretion, with any such substituted award (x) covering the same or a different number of shares of Common Stock as the cancelled Stock Award and (y) granted under the Plan or another equity or compensatory plan of the Company; or (C) any other action that is treated as a repricing under generally accepted accounting principles.

(c) **Delegation to Committee.** The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee, as applicable). Any delegation of administrative powers will be reflected in resolutions, not inconsistent with the provisions of the Plan, adopted from time to time by the Board or Committee (as applicable). The Committee may, at any time, abolish the subcommittee and/or re-vest in the Committee any powers delegated to the subcommittee. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, re-vest in the Board some or all of the powers previously delegated.

(d) **Delegation to an Officer.** The Board may delegate to one or more Officers the authority to do one or both of the following: (i) designate Employees who are not Officers to be recipients of Options and SARs (and, to the extent permitted by applicable law, other Stock Awards) and, to the extent permitted by applicable law, the terms of such Stock Awards, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Employees; provided, however, that the Board resolutions regarding such delegation will specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Any such Stock Awards will be granted on the form of Stock Award Agreement most recently approved for use by the Committee or the Board, unless otherwise provided in the resolutions approving the delegation authority. The Board may not delegate authority to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) to determine the Fair Market Value pursuant to Section 13(t) below.

(e) **Effect of Board's Decision.** All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. **SHARES SUBJECT TO THE PLAN.**

(a) **Share Reserve.**

(i) Subject to Section 9(a) relating to Capitalization Adjustments, the aggregate number of shares of Common Stock that may be issued pursuant to Stock Awards from and after the Effective Date will not exceed (A) 4,241,675 shares, which number is the sum of (i) the number of shares (56,023) subject to the Prior Plan's Available Reserve and (ii) an additional 2,341,675 new shares, plus (B) the Returning Shares, if any, which become available for grant under this Plan from time to time (such aggregate number of shares described in (A) and (B) above, the "Share Reserve").

(ii) For clarity, the Share Reserve in this Section 3(a) is a limitation on the number of shares of Common Stock that may be issued pursuant to the Plan. Accordingly, this Section 3(a) does not limit the granting of Stock Awards except as provided in Section 7(a).

(b) **Reversion of Shares to the Share Reserve.** If a Stock Award or any portion thereof (i) expires or otherwise terminates without all of the shares covered by such Stock Award having been issued or (ii) is settled in cash (*i.e.*, the Participant receives cash rather than stock), such expiration, termination or settlement will not reduce (or otherwise offset) the number of shares of Common Stock that may be available for issuance under the Plan. If any shares of Common Stock issued pursuant to a Stock Award are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required to vest such shares in the Participant, then the shares that are forfeited or repurchased will revert to and again become available for issuance under the Plan. Any shares reacquired by the Company in satisfaction of tax withholding obligations on a Stock Award or as consideration for the exercise or purchase price of a Stock Award will again become available for issuance under the Plan.

(c) **Incentive Stock Option Limit.** Subject to the Share Reserve and Section 9(a) relating to Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options will be 8,483,350 shares of Common Stock.

(d) **Source of Shares.** The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

4. **ELIGIBILITY.**

(a) **Eligibility for Specific Stock Awards.** Incentive Stock Options may be granted only to employees of the Company or a “parent corporation” or “subsidiary corporation” thereof (as such terms are defined in Sections 424(e) and 424(f) of the Code). Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants; *provided, however*, that Stock Awards may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any “parent” of the Company, as such term is defined in Rule 405, unless (i) the stock underlying such Stock Awards is treated as “service recipient stock” under Section 409A of the Code (for example, because the Stock Awards are granted pursuant to a corporate transaction such as a spin off transaction), or (ii) the Company, in consultation with its legal counsel, has determined that such Stock Awards are otherwise exempt from or alternatively comply with the distribution requirements of Section 409A of the Code.

(b) **Ten Percent Stockholders.** A Ten Percent Stockholder will not be granted an Incentive Stock Option unless the exercise price of such Option is at least 110% of the Fair Market Value on the date of grant and the Option is not exercisable after the expiration of five years from the date of grant.

(c) **Consultants.** A Consultant will not be eligible for the grant of a Stock Award if, at the time of grant, either the offer or sale of the Company’s securities to such Consultant is not exempt under Rule 701 because of the nature of the services that the Consultant is providing to the Company, because the Consultant is not a natural person, or because of any other provision of Rule 701, unless the Company determines that such grant need not comply with the requirements of Rule 701 and will satisfy another exemption under the Securities Act as well as comply with the securities laws of all other relevant jurisdictions.

5. **PROVISIONS RELATING TO OPTIONS AND STOCK APPRECIATION RIGHTS.**

Each Option or SAR will be in such form and will contain such terms and conditions as the Board deems appropriate. All Options will be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all of the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Stock Option. The provisions of separate Options or SARs need not be identical; *provided, however*, that each Stock Award Agreement will conform to (through incorporation of provisions hereof by reference in the applicable Stock Award Agreement or otherwise) the substance of each of the following provisions:

(a) **Term.** Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option or SAR will be exercisable after the expiration of 10 years from the date of its grant or such shorter period specified in the Stock Award Agreement.

(b) **Exercise Price.** Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, the exercise or strike price of each Option or SAR will be not less than 100% of the Fair Market Value of the Common Stock subject to the Option or SAR on the date the Stock Award is granted. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than 100% of the Fair Market Value of the Common Stock subject to the Stock Award if such Stock Award is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Section 409A of the Code and, if applicable, Section 424(a) of the Code. Each SAR will be denominated in shares of Common Stock equivalents.

(c) **Purchase Price for Options.** The purchase price of Common Stock acquired pursuant to the exercise of an Option may be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board will have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to use a particular method of payment. The permitted methods of payment are as follows:

(i) by cash, check, bank draft or money order payable to the Company;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;

(iv) if an Option is a Nonstatutory Stock Option, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; provided, however, that the Company will accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued. Shares of Common Stock will no longer be subject to an Option and will not be exercisable thereafter to the extent that (A) shares issuable upon exercise are used to pay the exercise price pursuant to the “net exercise,” (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations;

(v) according to a deferred payment or similar arrangement with the Optionholder; *provided, however,* that interest will compound at least annually and will be charged at the minimum rate of interest necessary to avoid (A) the imputation of interest income to the Company and compensation income to the Optionholder under any applicable provisions of the Code, and (B) the classification of the Option as a liability for financial accounting purposes; or

(vi) in any other form of legal consideration that may be acceptable to the Board and specified in the applicable Stock Award Agreement.

(d) **Exercise and Payment of a SAR.** To exercise any outstanding SAR, the Participant must provide written notice of exercise to the Company in compliance with the provisions of the Stock Appreciation Right Agreement evidencing such SAR. The appreciation distribution payable on the exercise of a SAR will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the SAR) of a number of shares of Common Stock equal to the number of Common Stock equivalents in which the Participant is vested under such SAR, and with respect to which the Participant is exercising the SAR on such date, over (B) the aggregate strike

price of the number of Common Stock equivalents with respect to which the Participant is exercising the SAR on such date. The appreciation distribution may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Stock Award Agreement evidencing such SAR.

(e) **Transferability of Options and SARs.** The Board may, in its sole discretion, impose such limitations on the transferability of Options and SARs as the Board will determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options and SARs will apply:

(i) **Restrictions on Transfer.** An Option or SAR will not be transferable except by will or by the laws of descent and distribution (and pursuant to subsections (ii) and (iii) below), and will be exercisable during the lifetime of the Participant only by the Participant. The Board may permit transfer of the Option or SAR in a manner that is not prohibited by applicable tax and securities laws. Except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration.

(ii) **Domestic Relations Orders.** Subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2). If an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) **Beneficiary Designation.** Subject to the approval of the Board or a duly authorized Officer, a Participant may, by delivering written notice to the Company, in a form approved by the Company (or the designated broker), designate a third party who, upon the death of the Participant, will thereafter be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, upon the death of the Participant, the executor or administrator of the Participant's estate will be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. However, the Company may prohibit designation of a beneficiary at any time, including due to any conclusion by the Company that such designation would be inconsistent with the provisions of applicable laws.

(f) **Vesting Generally.** The total number of shares of Common Stock subject to an Option or SAR may vest and become exercisable in periodic installments that may or may not be equal. The Option or SAR may be subject to such other terms and conditions on the time or times when it may or may not be exercised (which may be based on the satisfaction of performance goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options or SARs may vary. The provisions of this Section 5(f) are subject to any Option or SAR provisions governing the minimum number of shares of Common Stock as to which an Option or SAR may be exercised.

(g) **Termination of Continuous Service.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates (other than for Cause and other than upon the Participant's death or Disability), the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Stock Award as of the date of termination of Continuous Service) within the period of time ending on the earlier of (i) the date three months following the termination of the Participant's Continuous Service (or such longer or shorter period specified in the applicable Stock Award Agreement, which period will not be less than 30 days if necessary to comply with applicable laws unless such termination is for Cause) and (ii) the expiration of the term of the Option or SAR as set forth in the Stock Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the applicable time frame, the Option or SAR (as applicable) will terminate.

(h) **Extension of Termination Date.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if the exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause and other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option or SAR will terminate on the earlier of (i) the expiration of a total period of three (3) months (that need not be consecutive) after the termination of the Participant's Continuous Service during which the exercise of the Option or SAR would not be in violation of such

registration requirements, and (ii) the expiration of the term of the Option or SAR as set forth in the applicable Stock Award Agreement. In addition, unless otherwise provided in a Participant's Stock Award Agreement, if the sale of any Common Stock received upon exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause) would violate the Company's insider trading policy, then the Option or SAR will terminate on the earlier of (i) the expiration of a period of time (that need not be consecutive) equal to the applicable post-termination exercise period after the termination of the Participant's Continuous Service during which the sale of the Common Stock received upon exercise of the Option or SAR would not be in violation of the Company's insider trading policy, and (ii) the expiration of the term of the Option or SAR as set forth in the applicable Stock Award Agreement.

(i) **Disability of Participant.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Option or SAR as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date 12 months following such termination of Continuous Service (or such longer or shorter period specified in the Stock Award Agreement, which period will not be less than six months if necessary to comply with applicable laws unless such termination is for Cause), and (ii) the expiration of the term of the Option or SAR as set forth in the Stock Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the applicable time frame, the Option or SAR (as applicable) will terminate.

(j) **Death of Participant.** Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if (i) a Participant's Continuous Service terminates as a result of the Participant's death, or (ii) the Participant dies within the period (if any) specified in the Stock Award Agreement for exercisability after the termination of the Participant's Continuous Service (for a reason other than death), then the Option or SAR may be exercised (to the extent the Participant was entitled to exercise such Option or SAR as of the date of death) by the Participant's estate, by a person who acquired the right to exercise the Option or SAR by bequest or inheritance or by a person designated to exercise the Option or SAR upon the Participant's death, but only within the period ending on the earlier of (i) the date 18 months following the date of death (or such longer or shorter period specified in the Stock Award Agreement, which period will not be less than six months if necessary to comply with applicable laws unless such termination is for Cause), and (ii) the expiration of the term of such Option or SAR as set forth in the Stock Award Agreement. If, after the Participant's death, the Option or SAR is not exercised within the applicable time frame, the Option or SAR (as applicable) will terminate.

(k) **Termination for Cause.** Except as explicitly provided otherwise in a Participant's Stock Award Agreement or other individual written agreement between the Company or any Affiliate and the Participant, if a Participant's Continuous Service is terminated for Cause, the Option or SAR will terminate immediately upon such Participant's termination of Continuous Service, and the Participant will be prohibited from exercising his or her Option or SAR from and after the date of such termination of Continuous Service.

(l) **Non-Exempt Employees.** If an Option or SAR is granted to an Employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, the Option or SAR will not be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Option or SAR (although the Stock Award may vest prior to such date). Consistent with the provisions of the Worker Economic Opportunity Act, (i) if such non-exempt Employee dies or suffers a Disability, (ii) upon a Corporate Transaction in which such Option or SAR is not assumed, continued, or substituted, (iii) upon a Change in Control, or (iv) upon the Participant's retirement (as such term may be defined in the Participant's Stock Award Agreement, in another agreement between the Participant and the Company, or, if no such definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Options and SARs may be exercised earlier than six months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay. To the extent permitted and/or required for compliance with the Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee in connection with the exercise, vesting or issuance of any shares under any other Stock Award will be exempt from the employee's regular rate of pay, the provisions of

this Section 5(l) will apply to all Stock Awards and are hereby incorporated by reference into such Stock Award Agreements.

(m) **Early Exercise of Options.** An Option may, but need not, include a provision whereby the Optionholder may elect at any time before the Optionholder's Continuous Service terminates to exercise the Option as to any part or all of the shares of Common Stock subject to the Option prior to the full vesting of the Option. Subject to the "Repurchase Limitation" in Section 8(m), any unvested shares of Common Stock so purchased may be subject to a repurchase right in favor of the Company or to any other restriction the Board determines to be appropriate. Provided that the "Repurchase Limitation" in Section 8(m) is not violated, the Company will not be required to exercise its repurchase right until at least six months (or such longer or shorter period of time required to avoid classification of the Option as a liability for financial accounting purposes) have elapsed following exercise of the Option unless the Board otherwise specifically provides in the Option Agreement.

(n) **Right of Repurchase.** Subject to the "Repurchase Limitation" in Section 8(m), the Option or SAR may include a provision whereby the Company may elect to repurchase all or any part of the vested shares of Common Stock acquired by the Participant pursuant to the exercise of the Option or SAR.

(o) **Right of First Refusal.** The Option or SAR may include a provision whereby the Company may elect to exercise a right of first refusal following receipt of notice from the Participant of the intent to transfer all or any part of the shares of Common Stock received upon the exercise of the Option or SAR. Such right of first refusal will be subject to the "Repurchase Limitation" in Section 8(m). Except as expressly provided in this Section 5(o) or in the Stock Award Agreement, such right of first refusal will otherwise comply with any applicable provisions of the bylaws of the Company.

6. PROVISIONS OF STOCK AWARDS OTHER THAN OPTIONS AND SARS.

(a) **Restricted Stock Awards.** Each Restricted Stock Award Agreement will be in such form and will contain such terms and conditions as the Board will deem appropriate. To the extent consistent with the Company's bylaws, at the Board's election, shares of Common Stock underlying a Restricted Stock Award may be (i) held in book entry form subject to the Company's instructions until any restrictions relating to the Restricted Stock Award lapse; or (ii) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical. Each Restricted Stock Award Agreement will conform to (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) **Consideration.** A Restricted Stock Award may be awarded in consideration for (A) cash, check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of legal consideration (including future services) that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) **Vesting.** Subject to the "Repurchase Limitation" in Section 8(m), shares of Common Stock awarded under the Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board.

(iii) **Termination of Participant's Continuous Service.** If a Participant's Continuous Service terminates, the Company may receive through a forfeiture condition or a repurchase right, any or all of the shares of Common Stock held by the Participant that have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) **Transferability.** Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement will be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board will determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

(v) **Dividends.** A Restricted Stock Award Agreement may provide that any dividends paid on Restricted Stock will be subject to the same vesting and forfeiture restrictions as apply to the shares subject to the Restricted Stock Award to which they relate.

(b) **Restricted Stock Unit Awards.** Each Restricted Stock Unit Award Agreement will be in such form and will contain such terms and conditions as the Board will deem appropriate. The terms and conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical. Each Restricted Stock Unit Award Agreement will conform to (through incorporation of the provisions hereof by reference in the Agreement or otherwise) the substance of each of the following provisions:

(i) **Consideration.** At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) **Vesting.** At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions on or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate.

(iii) **Payment.** A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(iv) **Additional Restrictions.** At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(v) **Dividend Equivalents.** Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Board and contained in the Restricted Stock Unit Award Agreement. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Board. Any additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents will be subject to all of the same terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

(vi) **Termination of Participant's Continuous Service.** Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant's termination of Continuous Service.

(vii) **Compliance with Section 409A of the Code.** Notwithstanding anything to the contrary set forth herein, any Restricted Stock Unit Award granted under the Plan that is not exempt from the requirements of Section 409A of the Code shall contain such provisions so that such Restricted Stock Unit Award will comply with the requirements of Section 409A of the Code. Such restrictions, if any, shall be determined by the Board and contained in the Restricted Stock Unit Award Agreement evidencing such Restricted Stock Unit Award. For example, such restrictions may include, without limitation, a requirement that any Common Stock that is to be issued in a year following the year in which the Restricted Stock Unit Award vests must be issued in accordance with a fixed pre-determined schedule.

(c) **Other Stock Awards.** Other forms of Stock Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than 100% of the Fair Market Value of the Common Stock at the time of grant) may

be granted either alone or in addition to Stock Awards provided for under Section 5 and the preceding provisions of this Section 6. Subject to the provisions of the Plan, the Board will have sole and complete authority to determine the persons to whom and the time or times at which such Other Stock Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Stock Awards and all other terms and conditions of such Other Stock Awards.

7. COVENANTS OF THE COMPANY.

(a) **Availability of Shares.** The Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy then-outstanding Stock Awards.

(b) **Securities Law Compliance.** The Company will seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise of the Stock Awards; *provided, however*, that this undertaking will not require the Company to register under the Securities Act the Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained. A Participant will not be eligible for the grant of a Stock Award or the subsequent issuance of cash or Common Stock pursuant to the Stock Award if such grant or issuance would be in violation of any applicable securities law.

(c) **No Obligation to Notify or Minimize Taxes.** The Company will have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Stock Award. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of a Stock Award or a possible period in which the Stock Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of a Stock Award to the holder of such Stock Award.

8. MISCELLANEOUS.

(a) **Use of Proceeds from Sales of Common Stock.** Proceeds from the sale of shares of Common Stock pursuant to Stock Awards will constitute general funds of the Company.

(b) **Corporate Action Constituting Grant of Stock Awards.** Corporate action constituting a grant by the Company of a Stock Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Stock Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Stock Award Agreement or related grant documents as a result of a clerical error in the papering of the Stock Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Stock Award Agreement or related grant documents.

(c) **Stockholder Rights.** No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to a Stock Award unless and until (i) such Participant has satisfied all requirements for exercise of, or the issuance of shares of Common Stock under, the Stock Award pursuant to its terms, and (ii) the issuance of the Common Stock subject to the Stock Award has been entered into the books and records of the Company.

(d) **No Employment or Other Service Rights.** Nothing in the Plan, any Stock Award Agreement or any other instrument executed thereunder or in connection with any Stock Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Stock Award was granted or will affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of

such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(e) **Change in Time Commitment.** In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Stock Award to the Participant, the Board has the right in its sole discretion to (x) make a corresponding reduction in the number of shares subject to any portion of such Stock Award that is scheduled to vest or become payable after the date of such change in time commitment, and (y) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Stock Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Stock Award that is so reduced or extended.

(f) **Incentive Stock Option Limitations.** To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds \$100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(g) **Investment Assurances.** The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Stock Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that the Participant is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Stock Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, will be inoperative if (A) the issuance of the shares upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act, or (B) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(h) **Withholding Obligations.** Unless prohibited by the terms of a Stock Award Agreement, the Company may, in its sole discretion, satisfy any federal, state or local tax withholding obligation relating to a Stock Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Stock Award; *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid classification of the Stock Award as a liability for financial accounting purposes); (iii) withholding cash from a Stock Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; or (v) by such other method as may be set forth in the Stock Award Agreement.

(i) **Electronic Delivery.** Any reference herein to a "written" agreement or document will include any agreement or document delivered electronically or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access).

(j) **Deferrals.** To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion

of any Stock Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company. The Board is authorized to make deferrals of Stock Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant's termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(k) **Compliance with Section 409A of the Code.** To the extent that the Board determines that any Stock Award granted hereunder is subject to Section 409A of the Code, the Stock Award Agreement evidencing such Stock Award shall incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code. To the extent applicable, the Plan and Stock Award Agreements shall be interpreted in accordance with Section 409A of the Code.

(l) **Compliance with Exemption Provided by Rule 12h-1(f).** If at the end of the Company's most recently completed fiscal year: (i) the aggregate of the number of persons who hold outstanding compensatory employee stock options to purchase shares of Common Stock granted pursuant to the Plan or otherwise (such persons, "Holder of Options") equals or exceeds five hundred (500), and (ii) the Company's assets exceed \$10 million, then the following restrictions will apply during any period during which the Company does not have a class of its securities registered under Section 12 of the Exchange Act and is not required to file reports under Section 15(d) of the Exchange Act: (A) the Options and, prior to exercise, the shares of Common Stock to be issued on exercise of the Options may not be transferred until the Company is no longer relying on the exemption provided by Rule 12h-1(f) promulgated under the Exchange Act ("Rule 12h-1(f)"), except: (1) as permitted by Rule 701(c) promulgated under the Securities Act; (2) to a guardian upon the disability of the Holder of Options; or (3) to an executor upon the death of the Holder of Options (collectively, the "Permitted Transferees"); *provided, however*, the following transfers are permitted: (i) transfers by Holders of Options to the Company; and (ii) transfers in connection with a change of control or other acquisition involving the Company, if following such transaction, the Options no longer remain outstanding and the Company is no longer relying on the exemption provided by Rule 12h-1(f); *provided further*, that any Permitted Transferees may not further transfer the Options; (B) except as otherwise provided in clause (A) above, the Options and shares of Common Stock issuable on exercise of the Options are restricted as to any pledge, hypothecation, or other transfer, including any short position, any "put equivalent position" as defined by Rule 16a-1(h) promulgated under the Exchange Act, or any "call equivalent position" as defined by Rule 16a-1(b) promulgated under the Exchange Act by Holders of Options prior to exercise of an Option until the Company is no longer relying on the exemption provided by Rule 12h-1(f); and (C) at any time that the Company is relying on the exemption provided by Rule 12h-1(f), the Company will deliver to Holders of Options (whether by physical or electronic delivery or written notice of the availability of the information on an internet site) the information required by Rule 701(e)(3), (4), and (5) promulgated under the Securities Act every six (6) months, including financial statements that are not more than one hundred eighty (180) days old; *provided, however*, that the Company may condition the delivery of such information upon the Holder of Options' agreement to maintain its confidentiality

(m) **Repurchase Limitation.** The terms of any repurchase right will be specified in the Stock Award Agreement. The repurchase price for vested shares of Common Stock will be the Fair Market Value of the shares of Common Stock on the date of repurchase. The repurchase price for unvested shares of Common Stock will be the lower of (i) the Fair Market Value of the shares of Common Stock on the date of repurchase or (ii) their original purchase price. However, the Company will not exercise its repurchase right until at least six months (or such longer or shorter period of time necessary to avoid classification of the Stock Award as a liability for financial accounting purposes) have elapsed following delivery of shares of Common Stock subject to the Stock Award, unless otherwise specifically provided by the Board.

9. **ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.**

(a) **Capitalization Adjustments.** In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive

Stock Options pursuant to Section 3(c), and (iii) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board will make such adjustments, and its determination will be final, binding and conclusive.

(b) **Dissolution or Liquidation.** Except as otherwise provided in the Stock Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Stock Award is providing Continuous Service, *provided, however*, that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) **Corporate Transaction.** The following provisions will apply to Stock Awards in the event of a Corporate Transaction unless otherwise provided in the instrument evidencing the Stock Award or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of a Stock Award. In the event of a Corporate Transaction, then, notwithstanding any other provision of the Plan, the Board may take one or more of the following actions with respect to Stock Awards, contingent upon the closing or completion of the Corporate Transaction:

(i) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) to assume or continue the Stock Award or to substitute a similar stock award for the Stock Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction);

(ii) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to the Stock Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company);

(iii) accelerate the vesting, in whole or in part, of the Stock Award (and, if applicable, the time at which the Stock Award may be exercised) to a date prior to the effective time of such Corporate Transaction as the Board determines (or, if the Board does not determine such a date, to the date that is five days prior to the effective date of the Corporate Transaction), with such Stock Award terminating if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction; provided, however, that the Board may require Participants to complete and deliver to the Company a notice of exercise before the effective date of a Corporate Transaction, which exercise is contingent upon the effectiveness of such Corporate Transaction;

(iv) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by the Company with respect to the Stock Award;

(v) cancel or arrange for the cancellation of the Stock Award, to the extent not vested or not exercised prior to the effective time of the Corporate Transaction, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; and

(vi) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the Participant would have received upon the exercise of the Stock Award immediately prior to the effective time of the Corporate Transaction, over (B) any exercise price payable by such holder in connection with such exercise. For clarity, this payment may be \$0 if the value of the property is equal to or less than the exercise price. Payments under this provision may be delayed to the same extent that payment of consideration to the holders of the Company's Common Stock in connection with the Corporate Transaction is delayed as a result of escrows, earn outs, holdbacks or any other contingencies.

The Board need not take the same action or actions with respect to all Stock Awards or portions thereof or with respect to all Participants. The Board may take different actions with respect to the vested and unvested portions of a Stock Award.

(d) **Change in Control.** A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award or as may be provided in any other written agreement between the Company or any Affiliate and the Participant, but in the absence of such provision, no such acceleration will occur.

10. **PLAN TERM; EARLIER TERMINATION OR SUSPENSION OF THE PLAN.**

(a) **Plan Term.** The Board may suspend or terminate the Plan at any time. Unless terminated sooner by the Board, the Plan will automatically terminate on the day before the 10th anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved by the stockholders of the Company. No Stock Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) **No Impairment of Rights.** Suspension or termination of the Plan will not impair rights and obligations under any Stock Award granted while the Plan is in effect except with the written consent of the affected Participant or as otherwise permitted in the Plan.

11. **EFFECTIVE DATE OF PLAN.**

This Plan will become effective on the Effective Date.

12. **CHOICE OF LAW.**

The laws of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Plan, without regard to that state's conflict of laws rules.

13. **DEFINITIONS.** As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "Affiliate" means, at the time of determination, any "parent" or "majority-owned subsidiary" of the Company, as such terms are defined in Rule 405. The Board will have the authority to determine the time or times at which "parent" or "majority-owned subsidiary" status is determined within the foregoing definition.

(b) "Board" means the Board of Directors of the Company.

(c) "Capitalization Adjustment" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Award after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure, or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(d) "Cause" will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant's commission of any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (ii) such Participant's attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (iii) such Participant's intentional, material violation of any contract or agreement between the Participant and the Company or of any statutory duty owed to the Company; (iv) such Participant's unauthorized use or disclosure of the Company's

confidential information or trade secrets; or (v) such Participant's gross misconduct. The determination that a termination of the Participant's Continuous Service is either for Cause or without Cause will be made by the Company, in its sole discretion. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Stock Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(e) "Change in Control" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control will not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities or (C) solely because the level of Ownership held by any Exchange Act Person (the "Subject Person") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control will be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) the stockholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company will otherwise occur, except for a liquidation into a parent corporation; or

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition.

Notwithstanding the foregoing definition or any other provision of this Plan, (A) the term Change in Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant will supersede the foregoing definition with respect to Stock Awards subject to such agreement; *provided, however*, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition will apply.

(f) "Code" means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(g) “Committee” means a committee of one or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(h) “Common Stock” means the common stock of the Company.

(i) “Company” means GitPrime, Inc., a Delaware corporation.

(j) “Consultant” means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a “Consultant” for purposes of the Plan.

(k) “Continuous Service” means that the Participant’s service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant’s service with the Company or an Affiliate, will not terminate a Participant’s Continuous Service; *provided, however*, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board in its sole discretion, such Participant’s Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an Employee of the Company to a Consultant of an Affiliate or to a Director will not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party’s sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in a Stock Award only to such extent as may be provided in the Company’s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law.

(l) “Corporate Transaction” means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of a majority of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation;

or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(m) “Director” means a member of the Board.

(n) “Disability” means, with respect to a Participant, the inability of such Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(o) “Effective Date” means the effective date of this Plan, which is the earlier of (i) the date that this Plan is first approved by the Company’s stockholders, and (ii) the date this Plan is adopted by the Board.

(p) “Employee” means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an “Employee” for purposes of the Plan.

(q) “Entity” means a corporation, partnership, limited liability company or other entity.

(r) “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(s) “Exchange Act Person” means any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that “Exchange Act Person” will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding securities.

(t) “Fair Market Value” means, as of any date, the value of the Common Stock determined by the Board in compliance with Section 409A of the Code or, in the case of an Incentive Stock Option, in compliance with Section 422 of the Code.

(u) “Incentive Stock Option” means an option granted pursuant to Section 5 of the Plan that is intended to be, and that qualifies as, an “incentive stock option” within the meaning of Section 422 of the Code.

(v) “Nonstatutory Stock Option” means an option granted pursuant to Section 5 of the Plan that does not qualify as an Incentive Stock Option.

(w) “Officer” means any person designated by the Company as an officer.

(x) “Option” means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(y) “Option Agreement” means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement will be subject to the terms and conditions of the Plan.

(z) “Optionholder” means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(aa) “Other Stock Award” means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 6(c).

(bb) “Other Stock Award Agreement” means a written agreement between the Company and a holder of an Other Stock Award evidencing the terms and conditions of an Other Stock Award grant. Each Other Stock Award Agreement will be subject to the terms and conditions of the Plan.

(cc) “Own,” “Owned,” “Owner,” “Ownership” A person or Entity will be deemed to “Own,” to have “Owned,” to be the “Owner” of, or to have acquired “Ownership” of securities if such person or Entity, directly

or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(dd) “Participant” means a person to whom a Stock Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.

(ee) “Plan” means this GitPrime, Inc. 2018 Equity Incentive Plan, as the same may be amended from time to time.

(ff) “Restricted Stock Award” means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).

(gg) “Restricted Stock Award Agreement” means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(hh) “Restricted Stock Unit Award” means a right to receive shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(b).

(ii) “Restricted Stock Unit Award Agreement” means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement will be subject to the terms and conditions of the Plan.

(jj) “Rule 405” means Rule 405 promulgated under the Securities Act.

(kk) “Rule 701” means Rule 701 promulgated under the Securities Act.

(ll) “Securities Act” means the Securities Act of 1933, as amended.

(mm) “Stock Appreciation Right” or “SAR” means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 5.

(nn) “Stock Appreciation Right Agreement” means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement will be subject to the terms and conditions of the Plan.

(oo) “Stock Award” means any right to receive Common Stock granted under the Plan, including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a Restricted Stock Unit Award, a Stock Appreciation Right or any Other Stock Award.

(pp) “Stock Award Agreement” means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement will be subject to the terms and conditions of the Plan.

(qq) “Subsidiary” means, with respect to the Company, (i) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%.

(rr) “Ten Percent Stockholder” means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Affiliate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOTICE OF EXERCISE

GitPrime, Inc.

Date of Exercise: _____

This constitutes notice to GitPrime, Inc. (the "Company") under my stock option that I elect to purchase the below number of shares of Common Stock of the Company (the "Shares") for the price set forth below.

Type of option (check one):	Incentive	Nonstatutory
Stock option dated:	_____	_____
Number of Shares as to which option is exercised:	_____	_____
Name of holder of Stock Option:	_____	_____
Total exercise price:	\$ _____	\$ _____
Cash payment delivered herewith:	\$ _____	\$ _____
Value of _____ Shares delivered herewith: ¹	\$ _____	\$ _____
Value of _____ Shares pursuant to net exercise: ²	\$ _____	\$ _____
Regulation T Program (cashless exercise ³):	\$ _____	\$ _____

1 Shares must meet the public trading requirements set forth in the option. Shares must be valued in accordance with the terms of the option being exercised, and must be owned free and clear of any liens, claims, encumbrances or security interests. Certificates must be endorsed or accompanied by an executed assignment separate from certificate.

2 The option must be a Nonstatutory Stock Option, and the Company must have established net exercise procedures at the time of exercise, in order to utilize this payment method.

3 Shares must meet the public trading requirements set forth in the option.

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the GitPrime, Inc. 2018 Equity Incentive Plan, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an incentive stock option, to notify you in writing within 15 days after the date of any disposition of any of the Shares issued upon exercise of this option that occurs within two years after the date of grant of this option or within one year after such Shares are issued upon exercise of this option.

I hereby make the following certifications and representations with respect to the number of Shares listed above, which are being acquired by me for my own account upon exercise of the option as set forth above:

I acknowledge that the Shares have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), and are deemed to constitute “restricted securities” under Rule 701 and Rule 144 promulgated under the Securities Act. I warrant and represent to the Company that I have no present intention of distributing or selling said Shares, except as permitted under the Securities Act and any applicable state securities laws.

I further acknowledge that I will not be able to resell the Shares for at least 90 days after the stock of the Company becomes publicly traded (*i.e.*, subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934) under Rule 701 and that more restrictive conditions apply to affiliates of the Company under Rule 144.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Company’s Certificate of Incorporation, Bylaws and/or applicable securities laws.

I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company for a period of 180 days following the effective date of a registration statement of the Company filed under the Securities Act (or such longer period as the underwriters or the Company shall request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulations) (the “Lock-Up Period”). I further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

Subject to the limitations set forth in Section 232(e) of the Delaware General Corporation Law, I hereby consent to the delivery of any notice to stockholders given by the Company under the Delaware General Corporation Law or the Company’s Certificate of Incorporation or the Company’s Bylaws by (i) facsimile telecommunication to my facsimile number set forth in the Company’s records, (ii) electronic mail to my email address set forth in the Company’s records, (iii) posting on an electronic network together with separate notice to me of such specific posting or (iv) any other form of electronic transmission (as defined in the Delaware General Corporation Law) directed to me. I may revoke this consent by written notice to the Company and this consent may be deemed revoked in the circumstances specified in Section 232 of the Delaware General Corporation Law.

Very truly yours,

GITPRIME, INC.
2018 EQUITY INCENTIVE PLAN

OPTION AGREEMENT
(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)

Pursuant to your Stock Option Grant Notice (“Grant Notice”) and this Option Agreement, GitPrime, Inc. (the “Company”) has granted you an option under its 2018 Equity Incentive Plan (as may be amended from time to time, the “Plan”) to purchase the number of shares of the Company’s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. The option is granted to you effective as of the date of grant set forth in the Grant Notice (the “Date of Grant”). If there is any conflict between the terms in this Option Agreement and the Plan, the terms of the Plan will control. Capitalized terms not explicitly defined in this Option Agreement or in the Grant Notice but defined in the Plan will have the same definitions as in the Plan.

The details of your option, in addition to those set forth in the Grant Notice and the Plan, are as follows:

1. **VESTING.** Your option will vest as provided in your Grant Notice. Vesting will cease upon the termination of your Continuous Service.
 2. **NUMBER OF SHARES AND EXERCISE PRICE.** The number of shares of Common Stock subject to your option and your exercise price per share in your Grant Notice will be adjusted for Capitalization Adjustments.
 3. **EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES.** If you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (that is, a “Non-Exempt Employee”), and except as otherwise provided in the Plan, you may not exercise your option until you have completed at least six months of Continuous Service measured from the Date of Grant, even if you have already been an employee for more than six months. Consistent with the provisions of the Worker Economic Opportunity Act, you may exercise your option as to any vested portion prior to such six month anniversary in the case of (i) your death or disability, (ii) a Corporate Transaction in which your option is not assumed, continued or substituted, (iii) a Change in Control or (iv) your termination of Continuous Service on your “retirement” (as defined in the Company’s benefit plans).
 4. **EXERCISE PRIOR TO VESTING (“EARLY EXERCISE”).** If permitted in your Grant Notice (*i.e.*, the “Exercise Schedule” indicates “Early Exercise Permitted”) and subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of your option, including the unvested portion of your option; *provided, however*, that:
 - (a) a partial exercise of your option will be deemed to cover first vested shares of Common Stock and then the earliest vesting installment of unvested shares of Common Stock;
 - (b) any shares of Common Stock so purchased from installments that have not vested as of the date of exercise will be subject to the purchase option in favor of the Company as described in the Company’s form of Early Exercise Stock Purchase Agreement;
 - (c) you will enter into the Company’s form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and
 - (d) if your option is an Incentive Stock Option, then, to the extent that the aggregate Fair Market Value (determined at the Date of Grant) of the shares of Common Stock with respect to which your option plus all other Incentive Stock Options you hold are exercisable for the first time by you during any calendar year (under all plans of the Company and its Affiliates) exceeds \$100,000, your option(s) or portions thereof that exceed such limit (according to the order in which they were granted) will be treated as Nonstatutory Stock Options.
-

5. **METHOD OF PAYMENT.** You must pay the full amount of the exercise price for the shares you wish to exercise. You may pay the exercise price in cash or by check, bank draft or money order payable to the Company or in any other manner *permitted by your Grant Notice*, which may include one or more of the following:

(a) Provided that at the time of exercise the Common Stock is publicly traded, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds. This manner of payment is also known as a “broker-assisted exercise”, “same day sale”, or “sell to cover”.

(b) Provided that at the time of exercise the Common Stock is publicly traded, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. “Delivery” for these purposes, in the sole discretion of the Company at the time you exercise your option, will include delivery to the Company of your attestation of ownership of such shares of Common Stock in a form approved by the Company. You may not exercise your option by delivery to the Company of Common Stock if doing so would violate the provisions of any law, regulation or agreement restricting the redemption of the Company’s stock.

(c) If this option is a Nonstatutory Stock Option, subject to the consent of the Company at the time of exercise, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price. You must pay any remaining balance of the aggregate exercise price not satisfied by the “net exercise” in cash or other permitted form of payment. Shares of Common Stock will no longer be outstanding under your option and will not be exercisable thereafter if those shares (i) are used to pay the exercise price pursuant to the “net exercise,” (ii) are delivered to you as a result of such exercise, and (iii) are withheld to satisfy your tax withholding obligations.

6. **WHOLE SHARES.** You may exercise your option only for whole shares of Common Stock.

7. **SECURITIES LAW COMPLIANCE.** In no event may you exercise your option unless the shares of Common Stock issuable upon exercise are then registered under the Securities Act or, if not registered, the Company has determined that your exercise and the issuance of the shares would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with all other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations (including any restrictions on exercise required for compliance with Treas. Reg. 1.401(k)-1(d)(3), if applicable).

8. **TERM.** You may not exercise your option before the Date of Grant or after the expiration of the option’s term. The term of your option expires, subject to the provisions of Section 5(h) of the Plan, upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three months after the termination of your Continuous Service for any reason other than Cause, your Disability or your death (except as otherwise provided in Section 8(d) below); *provided, however*, that if during any part of such three month period your option is not exercisable solely because of the condition set forth in the section above relating to “Securities Law Compliance,” your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three months after the termination of your Continuous Service; *provided further*, that if (i) you are a Non-Exempt Employee, (ii) your Continuous Service terminates within six months after the Date of Grant, and (iii) you have vested in a portion of your option at the time of your termination of Continuous Service, your option will not expire until the earlier of (x) the later of (A) the date that is seven months after the Date of Grant, and (B) the date that is three months after the termination of your Continuous Service, and (y) the Expiration Date;

- (c) 12 months after the termination of your Continuous Service due to your Disability (except as otherwise provided in Section 8(d)) below;
- (d) 18 months after your death if you die either during your Continuous Service or within three months after your Continuous Service terminates for any reason other than Cause;
- (e) the Expiration Date indicated in your Grant Notice; or
- (f) the day before the tenth anniversary of the Date of Grant.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the Date of Grant and ending on the day three months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three months after the date your employment with the Company or an Affiliate terminates.

9. **EXERCISE.**

- (a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by (i) delivering a Notice of Exercise (in a form designated by the Company) or completing such other documents and/or procedures designated by the Company for exercise and (ii) paying the exercise price and any applicable withholding taxes to the Company's Secretary, stock plan administrator, or such other person as the Company may designate, together with such additional documents as the Company may then require.
 - (b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (i) the exercise of your option, (ii) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (iii) the disposition of shares of Common Stock acquired upon such exercise.
 - (c) You agree that the Company may condition the exercise of your option upon your execution and delivery of counterpart signature pages to any agreement by and among the Company, holders of Common Stock and any current or future investors in the Company, including any voting agreement, right of first refusal and co-sale agreement or similar agreements. You further agree that you will execute counterpart signature pages to any such agreements then in effect within 30 days of your acquisition of any shares of Common Stock as a result of the exercise of your option, and you will execute any such agreements subsequently executed within 30 days of their execution by the Company and any other holders of Common Stock; *provided, that*, the Company will offer you the opportunity to review any such agreements and will provide you with copies upon request and without charge prior to your execution of such agreements.
 - (d) If your option is an Incentive Stock Option, by exercising your option you agree that you will notify the Company in writing within 15 days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two years after the Date of Grant or within one year after such shares of Common Stock are transferred upon exercise of your option.
 - (e) By exercising your option you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of 180 days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA
-

Rule 2241 or any successor or similar rules or regulations (the “Lock-Up Period”); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 9(e). The underwriters of the Company’s stock are intended third party beneficiaries of this Section 9(e) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

10. **TRANSFERABILITY.** Except as otherwise provided in this Section 10, your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you.

(a) **Certain Trusts.** Upon receiving written permission from the Board or its duly authorized designee, you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust. You and the trustee must enter into transfer and other agreements required by the Company.

(b) **Domestic Relations Orders.** Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your option pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2) that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this option with the Company prior to finalizing the domestic relations order or marital settlement agreement to help ensure the required information is contained within the domestic relations order or marital settlement agreement. If this option is an Incentive Stock Option, this option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(c) **Beneficiary Designation.** Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company and any broker designated by the Company to handle option exercises, designate a third party who, on your death, will thereafter be entitled to exercise this option and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, your executor or administrator of your estate will be entitled to exercise this option and receive, on behalf of your estate, the Common Stock or other consideration resulting from such exercise.

11. **RIGHT OF FIRST REFUSAL.** Shares of Common Stock that you acquire upon exercise of your option are subject to any right of first refusal that may be described in the Company’s bylaws in effect at such time the Company elects to exercise its right; *provided, however*, that if there is no right of first refusal described in the Company’s bylaws at such time, the right of first refusal described below will apply. The Company’s right of first refusal will expire on the first date upon which any security of the Company is listed (or approved for listing) upon notice of issuance on a national securities exchange or quotation system (the “Listing Date”).

(a) Prior to the Listing Date, you may not validly Transfer (as defined below) any shares of Common Stock acquired upon exercise of your option, or any interest in such shares, unless such Transfer is made in compliance with the following provisions:

(i) Before there can be a valid Transfer of any shares of Common Stock or any interest therein, the record holder of the shares of Common Stock to be transferred (the “Offered Shares”) will give written notice (by registered or certified mail) to the Company. Such notice will specify the identity of the proposed transferee, the cash price offered for the Offered Shares by the proposed transferee (or, if the proposed Transfer is one in which the holder will not receive cash, such as an involuntary transfer, gift, donation or pledge, the holder will state that no purchase price is being proposed), and the other terms and conditions of the proposed Transfer. The date such notice is mailed will be hereinafter referred to as the “Notice Date” and the record holder of the Offered Shares will be hereinafter referred to as the “Offeror.” If, from time to time, there is any stock dividend, stock split or other change

in the character or amount of any of the outstanding Common Stock that is subject to the provisions of your option, then in such event any and all new, substituted or additional securities to which you are entitled by reason of your ownership of the shares of Common Stock acquired upon exercise of your option will be immediately subject to the Right of First Refusal (as defined below) with the same force and effect as the shares subject to the Right of First Refusal immediately before such event.

(ii) For a period of thirty (30) calendar days after the Notice Date, or such longer period as may be required to avoid the classification of your option as a liability for financial accounting purposes, the Company will have the option to purchase all (but not less than all) of the Offered Shares at the purchase price and on the terms set forth in Section 11(a)(iii) (the Company's "Right of First Refusal"). In the event that the proposed Transfer is one involving no payment of a purchase price, the purchase price will be deemed to be the Fair Market Value of the Offered Shares as determined in good faith by the Board in its discretion. The Company may exercise its Right of First Refusal by mailing (by registered or certified mail) written notice of exercise of its Right of First Refusal to the Offeror prior to the end of such thirty (30) days (including any extension required to avoid classification of the option as a liability for financial accounting purposes).

(iii) The price at which the Company may purchase the Offered Shares pursuant to the exercise of its Right of First Refusal will be the cash price offered for the Offered Shares by the proposed transferee (as set forth in the notice required under Section 11(a)(i)), or the Fair Market Value as determined by the Board in the event no purchase price is involved. To the extent consideration other than cash is offered by the proposed transferee, the Company will not be required to pay any additional amounts to the Offeror other than the cash price offered (or the Fair Market Value, if applicable). The Company's notice of exercise of its Right of First Refusal will be accompanied by full payment for the Offered Shares and, upon such payment by the Company, the Company will acquire full right, title and interest to all of the Offered Shares.

(iv) If, and only if, the option given pursuant to Section 11(a)(ii) is not exercised, the Transfer proposed in the notice given pursuant to Section 11(a)(i) may take place; *provided, however*, that such Transfer must, in all respects, be exactly as proposed in such notice except that such Transfer may not take place either before the tenth (10th) calendar day after the expiration of the thirty (30) day option exercise period or after the ninetieth (90th) calendar day after the expiration of the thirty (30) day option exercise period, and if such Transfer has not taken place prior to the ninetieth (90th) day, such Transfer may not take place without once again complying with this Section 11(a). The option exercise periods in this Section 11(a)(iv) will be adjusted to include any extension required to avoid the classification of your option as a liability for financial accounting purposes.

(b) As used in this Section 11 and in Section 12 below, the term "Transfer" means any sale, encumbrance, pledge, gift or other form of disposition or transfer of shares of Common Stock or any legal or equitable interest therein; *provided, however*, that the term Transfer does not include a transfer of such shares or interests by will or intestacy to your Immediate Family (as defined below). In such case, the transferee or other recipient will receive and hold the shares of Common Stock so transferred subject to the provisions of this Section, and there will be no further transfer of such shares except in accordance with the terms of this Section 11. As used in this Section 11, the term "Immediate Family" means your spouse, the lineal descendant or antecedent, father, mother, brother or sister, child, adopted child, grandchild or adopted grandchild of you or your spouse, or the spouse of any child, adopted child, grandchild or adopted grandchild of you or your spouse.

(c) None of the shares of Common Stock purchased on exercise of your option will be transferred on the Company's books nor will the Company recognize any such Transfer of any such shares or any interest therein unless and until all applicable provisions of this Section 11 have been complied with in all respects. The certificates of stock evidencing shares of Common Stock purchased on exercise of your option will bear an appropriate legend referring to the transfer restrictions imposed by this Section 11.

(d) To ensure that the shares subject to the Right of First Refusal will be available for repurchase by the Company, the Company may require you to deposit any certificate(s) evidencing the shares that you purchase upon exercise of this option with an escrow agent designated by the Company under the terms and conditions of an escrow agreement approved by the Company. If the Company does not require such deposit as a condition of exercise

of this option, the Company reserves the right at any time to require you to so deposit any such certificate(s) in escrow. As soon as practicable after the expiration of the Right of First Refusal, the agent will deliver to you the shares and any other property no longer subject to such restriction. In the event the shares and any other property held in escrow are subject to the Company's exercise of its Right of First Refusal, the notices required to be given to you will be given to the escrow agent, and any payment required to be given to you will be given to the escrow agent. Within thirty (30) days after payment by the Company for the Offered Shares, the escrow agent will deliver the Offered Shares that the Company has repurchased to the Company and will deliver the payment received from the Company to you.

(e) Notwithstanding the foregoing provisions of this Section 11, if after the Date of Grant you become a party to a separate agreement among the Company and any of its stockholders providing for, among other things, a right of first refusal, then, unless such agreement expressly provides for otherwise, the shares of Common Stock acquired upon exercise of your option, and any transfer thereof, shall be subject to the restrictions set forth in such agreement in lieu of the restrictions set forth in this Section 11.

12. **DRAG-ALONG RIGHT; EQUITABLE REMEDIES; POWER OF ATTORNEY.**

(a) In the event that the Board and stockholders holding shares of capital stock of the Company that represent a majority by voting power of all outstanding shares of capital stock of the Company (the "Majority Stockholders") approve a Corporate Transaction, then you agree with respect to all shares of Common Stock acquired upon exercise of your option that you hold or otherwise exercise dispositive power:

(i) in the event such transaction requires the approval of the stockholders of the Company, (x) if the matter is to be brought to a vote at a stockholder meeting, after receiving proper notice of any meeting of stockholders of the Company to vote on the approval of a Corporate Transaction, to be present, in person or by proxy, as a holder of shares of capital stock, at all such meetings and be counted for the purposes of determining the presence of a quorum at such meetings; and (y) to vote (in person, by proxy or by action by written consent, as applicable) all shares of capital stock in favor of such Corporate Transaction and in opposition of any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Corporate Transaction;

(ii) in the event that the Corporate Transaction is to be effected by the sale of shares of capital stock by the Company's stockholders (the "Selling Holders") without the need for stockholder approval, you agree to sell all shares of capital stock that you beneficially hold (or in the event that the Selling Holders are selling fewer than all of their shares of capital stock of the Company, shares in the same proportion as the Selling Holders are selling) to the person to whom the Selling Holders propose to sell their shares of capital stock;

(iii) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Corporate Transaction;

(iv) to execute and deliver all related documentation and take such other action in support of the Corporate Transaction as shall reasonably be requested by the Company; and;

(v) not to deposit any voting securities owned by you in a voting trust or subject any such voting securities to any arrangement or agreement with respect to the voting of such shares of capital stock, unless specifically requested to do so by the acquiror in connection with a Corporate Transaction.

(b) Notwithstanding the foregoing Section 12(a), you will not be required to comply with Section 12(a) above in connection with any proposed Corporate Transaction unless (1) you receive with respect to your shares of a class or series of capital stock consideration per share that is no less than every other stockholder participating in the Corporate Transaction with respect to his, her or its shares of the same class or series of capital stock, (2) the proceeds payable to you in connection with such transaction are equal to or greater than the proceeds required to be paid to you pursuant to the Company's Certificate of Incorporation in effect at such time, and (3) your maximum liability in connection with such Corporate Transaction does not exceed the consideration payable to you in such Corporate Transaction (other than in the case of potential liability for fraud or willful misconduct or breach of a representation by you relating to your title to your securities as to which liability there need not be any such limitation).

(c) Notwithstanding the foregoing provisions of Sections 12(a) and 12(b), if after the Date of Grant you become a party to a separate agreement among the Company and any of its stockholders providing for, among other things, a drag-along right, then, unless such agreement expressly provides for otherwise, the shares of Common Stock acquired upon exercise of your option shall be subject to the “drag along” provision set forth in such agreement in lieu of the restrictions set forth in Sections 12(a) and 12(b).

(d) You acknowledge and agree that any breach of Sections 11 and 12 of this Agreement would result in substantial harm to the Company for which monetary damages alone could not adequately compensate. Therefore, you unconditionally and irrevocably agree that the Company shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of capital stock not made in strict compliance with this Agreement).

(e) You hereby constitute and appoint the President and Secretary of the Company, and each of them, with full power of substitution, as your proxies with respect to the matters set forth in this Section 12, including without limitation, votes regarding any Corporate Transaction pursuant to Section 12 hereof, and hereby authorize each of them to represent and to vote, if and only if you (i) fail to vote or (ii) attempt to vote (whether by proxy, in person or by written consent), in a manner that is inconsistent with the terms of this Section 12, all shares Common Stock acquired upon exercise of your option that you hold or otherwise exercise dispositive power in favor of any Corporate Transaction pursuant to and in accordance with the terms and provisions hereof. The proxy granted pursuant to the immediately preceding sentence is given for good and valuable consideration the receipt and sufficiency is hereby acknowledged and, as such, is coupled with an interest and shall be irrevocable unless and until it is terminated by written instrument executed by you and an authorized officer of the Company.

13. **RIGHT OF REPURCHASE.** To the extent provided in the Company’s bylaws in effect at such time the Company elects to exercise its right, the Company will have the right to repurchase all or any part of the shares of Common Stock you acquire pursuant to the exercise of your option.

14. **OPTION NOT A SERVICE CONTRACT.** Your option is not an employment or service contract, and nothing in your option will be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option will obligate the Company or an Affiliate, their respective stockholders, boards of directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

15. **WITHHOLDING OBLIGATIONS.**

(a) At the time you exercise your option, in whole or in part, and at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a “same day sale” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) If this option is a Nonstatutory Stock Option, then upon your request and subject to approval by the Company, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). If the date of determination of any tax withholding obligation is deferred to a date later than the date of exercise of your option, share withholding pursuant to the preceding sentence shall not be permitted unless you make a proper and timely election under Section 83(b) of the Code, covering the aggregate number of shares of Common Stock acquired upon such exercise with respect to which such determination is otherwise deferred, to accelerate the determination of such tax withholding obligation to

the date of exercise of your option. Notwithstanding the filing of such election, shares of Common Stock shall be withheld solely from fully vested shares of Common Stock determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company will have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein, if applicable, unless such obligations are satisfied.

16. **TAX CONSEQUENCES.** You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option. Because the Common Stock is not traded on an established securities market, the Fair Market Value is determined by the Board, perhaps in consultation with an independent valuation firm retained by the Company. You acknowledge that there is no guarantee that the Internal Revenue Service will agree with the valuation as determined by the Board, and you will not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that the valuation determined by the Board is less than the "fair market value" as subsequently determined by the Internal Revenue Service.

17. **NOTICES.** Any notices provided for in your option or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this option by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this option, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

18. **GOVERNING PLAN DOCUMENT.** Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your option and those of the Plan, the provisions of the Plan will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

May 9, 2019

Pluralsight, Inc.
182 North Union Avenue
Farmington, Utah 84025

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the “**Registration Statement**”) to be filed by Pluralsight, Inc., a Delaware corporation (the “**Company**”), with the Securities and Exchange Commission on or about the date hereof, relating to the registration under the Securities Act of 1933, as amended, of 43,764 shares of Class A common stock, par value \$0.0001 per share (the “**Shares**”) reserved for issuance pursuant to the GitPrime, Inc. 2015 Equity Incentive Plan (the “**2015 Plan**”) and 125,998 Shares reserved for issuance pursuant to the GitPrime, Inc. 2018 Equity Incentive Plan (together with the 2015 Plan, the “**Plans**”).

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when issued and sold in the manner referred to in the Plans and pursuant to the agreements that accompany the Plans, will be validly issued, fully paid, and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Pluralsight, Inc. of our report dated February 21, 2019 relating to the financial statements, which appears in Pluralsight, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2018.

/s/ PricewaterhouseCoopers LLP
Salt Lake City, Utah
May 9, 2019