

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3054008

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSHUHA VINCENT	02/01/2010
EMILY ADAMS	10/23/2011
PIERPAOLO BACCICHET	06/12/2009
COLLIN CAREY	04/14/2011
RECEIVING PARTY DATA	
Name:	ONLIVE, INC.
Street Address:	355 BRYANT STREET, SUITE 110
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13797039
CORRESPONDENCE DATA	
Fax Number:	(408)720-8383
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(408) 720-8300
Email:	carla_vignola@bstz.com
Correspondent Name:	BLAKELY SOKOLOFF TAYLOR & ZAFMAN
Address Line 1:	1279 OAKMEAD PARKWAY
Address Line 4:	SUNNYVALE, CALIFORNIA 94085-4040
ATTORNEY DOCKET NUMBER:	8346P388X
NAME OF SUBMITTER:	THOMAS C. WEBSTER, REG. NO. 46,154
SIGNATURE:	/Thomas C. Webster/
DATE SIGNED:	10/06/2014
Total Attachments: 48	
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ONLIVE, INC.
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following Agreement confirms certain terms of my employment with OnLive, Inc., a Delaware corporation (hereafter referred to as the "Company"), which is a material part of the consideration for my employment by the Company and the compensation received by me from the Company from time to time. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever.

A. Definitions

1. The "Company"

As used in this Agreement, the "Company" refers to OnLive, Inc., a Delaware corporation, and each of its subsidiaries or affiliated companies. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for OnLive, Inc.; or any other subsidiary or affiliated company of OnLive, Inc. Furthermore, I understand and agree that the terms of this Agreement will continue to apply to me even if I transfer at some time from one subsidiary or affiliate of the Company to another.

2. The Company's Business

As used in this Agreement, the phrase "the Company's Business" refers to the intended business activities of the Company, and which include but are not limited to the following: (1) creation and production of scripts, stories, artwork, special effects, performance motion capture, photography, video editing, audio editing, 3D printing and 3D animation; (2) technology development and production; (3) creation and production of feature and short motion pictures, television programming, video games and web sites; (4) development and commercial exploitation of video and audio compression technology; (5) development of online services, networking and online audio/video technology; (6) development of consumer electronic devices; (7) development of motion, facial and surface capture technology and related human and non-human 2D and 3D rendering and animation technologies; (8) development of video teleconferencing technology; and (9) development of server-hosted computing systems and thin clients.

3. "Proprietary Information"

I understand that the Company possesses and will possess Proprietary Information that is important to the Company's Business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's Business.

"Proprietary Information" includes, but is not limited to, information about trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, discoveries, improvements, mask works, trade secrets, ideas, processes, formulas, copyrightable subject matter, source and object codes, data, programs, other works of authorship, know-how, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); (b) intellectual property,

such as all intellectual, artistic, literary, dramatic or musical rights, works or other materials of any kind or nature (whether or not entitled to protection under applicable copyright laws, or reduced to or embodied in any medium or tangible form), including but not limited to all copyrights, patents, trademarks, service marks, trade secrets, contract rights, titles, characters, plots, themes, dialogue, stories, scripts, treatments, outlines, submissions, ideas, concepts, packages, compositions, artwork and logos, and all audio, visual or audio-visual works of every kind and in every stage of development, production and completion, and all rights to distribute, advertise, promote, exhibit or otherwise exploit any of the foregoing by any means, media or processes now known or hereafter devised; and (c) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

I understand that my employment creates a relationship of confidence and trust between the Company and me with respect to Proprietary Information.

4. "Company Documents and Materials"

I understand that the Company possesses or will possess "Company Documents and Materials" that are important to its business. For purposes of this Agreement, "Company Documents and Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others.

"Company Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models.

B. Assignment of Rights

All Proprietary Information and all patents, patent rights, copyrights, trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith is and shall be the sole property of the Company. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Proprietary Information.

At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

C. Maintenance and Return of Company Documents and Materials

I agree to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to the Company pursuant to this Agreement. All Company Documents and Materials are and shall be the sole property of the Company.

I agree that during my employment by the Company, I will not remove any Company Documents and Materials from the business premises of the Company or deliver any Company Documents and Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Documents and Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

D. Disclosure of Inventions to the Company

I will promptly disclose in writing to my immediate supervisor or to such other person designated by the Company all "Inventions," which includes, without limitation, all improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my employment.

I will also disclose to the Chief Executive Officer (CEO) of the Company all Inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my employment with the Company that resulted, in whole or in part, from my prior employment by the Company. Such disclosures shall be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to Section (E) below) and do not extend the assignment made in Section (E) below.

E. Right to New Ideas

I. Assignment of Inventions to the Company

I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the *California Labor Code* or any like statute of any other state. Section 2870 of the *California Labor Code* provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or,

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

The assignment set forth in this Paragraph E. 1 shall not extend to Inventions, the assignment of which is prohibited by *California Labor Code* Section 2870.

2. Prior Inventions

The Company shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Inventions. In the event it is determined for any reason that I am not an employee of the Company, I further acknowledge and agree that such Inventions, including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purpose of the Company's rights under copyright laws. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior Invention as part of or in connection with such product, process or machine.

3. Cooperation

I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's reasonable expense, in further evidencing and perfecting the assignments made to the Company under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Paragraph E. 3, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

4. Assignment and Waiver of "Moral Rights"

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

I agree that the Company shall solely and exclusively own throughout the universe in perpetuity all rights of every kind and nature now known or hereafter created in connection with the results, product and proceeds of my services hereunder (including, but not limited to, my services as an artist) and all Moral Rights. I acknowledge that the results, product and proceeds of my services hereunder, including, without limitation, all material composed, submitted, added, created or interpolated by me hereunder, which I acknowledge may have been or may be rendered in collaboration with others, are being specially ordered by the Company and may be used as part of or in connection with a motion picture or other production and shall be considered a "work made for hire" for the Company and, therefore, the Company shall be the author and copyright owner thereof for all purposes throughout the universe without limitation of any kind, including the right, in the Company's sole discretion, to make any such changes therein and may exploit the same throughout the universe in perpetuity. I hereby further acknowledge that the results, product and proceeds of my services have been paid for by the Company and are the sole property of the Company for all purposes whatsoever. Notwithstanding the preceding sentence, I hereby assign and/or grant all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights in and to my services to the Company), to the extent such assignment is allowed by law. The foregoing rights include all forms of motion picture, television (whether live, filmed, taped, or otherwise recorded, and including series rights), cable, pay and subscription television, home video (including cassettes, discs and other video devices), live stage, sequel, remake, advertising and promotion rights, publication rights, digital television, video and computer games, videocassette and video or laser disc, any computer assisted media (including, but not limited to, CD-ROM, DVD-ROM and similar disc systems), interactive media and multi-media, internet-based websites or media, and any other devices or methods now known or hereafter devised, merchandising, soundtrack, music publishing and all exploitation rights whatsoever derived from and/or relating to the results and proceeds of my services and the right to exploit, distribute and exhibit any motion picture or other production produced hereunder in all media now known or hereafter devised and all of the foregoing is inclusive of a full irrevocable assignment to the Company thereof.

I grant to the Company the right to use my name, voice and/or likeness in connection with: (a) promotion and publicity of my services and all technology developed and utilized in connection therewith; (b) merchandising based on or in connection with my services and all technology developed and utilized in connection therewith and any promotion and/or publicity thereof. All rights in and to my services are owned by the Company solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe. The Company and I are aware and hereby acknowledge that new rights in and to my services may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights"), and I intend to and do hereby grant and convey to the Company any and all such New Exploitation Rights in and to my services granted by me hereunder. The Company and I are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting my services. I intend to and do hereby grant and convey to the Company any and all rights in and to such New Exploitation Methods with respect to my services. I hereby agree to execute any document the Company deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to the Company, including without limitation the New Exploitation Rights and any and all rights in and to the new Exploitation Methods. I further hereby agree that I will not seek to (1) challenge, through the courts, administrative governmental bodies, private organizations, or in

any other manner the rights of the Company to exploit my services by any means whatsoever or (2) thwart, hinder or subvert the intent of the grants and conveyances to the Company herein and/or the collection by the Company of any proceeds relating to the rights conveyed hereunder.

5. List of Inventions

I have attached hereto as Exhibit A a complete list of all inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions or improvements at the time of signing this Agreement.

F. Non-Solicitation of Company Employees

During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason or to accept employment with any other company. As part of this restriction, I will not interview or provide any input to any third party regarding any such person during the period in question. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

G. Company Authorization for Publication

Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or anticipated research, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days following such submission, the Company agrees to notify me in writing whether the Company believes such material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

H. Duty of Loyalty

I agree that, during my employment with the Company, I will not provide consulting services to or become an employee of, any other firm or person engaged in a business in any way competitive with the Company, without first informing the Company of the existence of such proposed relationship and obtaining the prior written consent of my manager and the Human Resources Manager responsible for the organization in which I work.

I. Former Employer Information

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into and I agree I will not enter into any agreement, either written or oral, in conflict herewith

or in conflict with my employment with the Company. I further agree to conform to the rules and regulations of the Company.

J. At-Will Employment

I agree and understand that my employment with the Company is "at-will," meaning that it is not for any specified period of time and can be terminated by me or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. I agree and understand that it also means that job duties, title and responsibility and reporting level, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed at any time at-will by the Company. I understand and agree that nothing about the fact or the content of this Agreement is intended to, nor should be construed to, alter the at-will nature of my employment with the Company.

I understand and agree that this Agreement is the complete agreement between the Company and me regarding the nature of my employment with the Company. I also understand and agree that the at-will nature of employment with the Company can only be changed by the Company CEO in an express writing signed and dated by the CEO and by me.

K. Severability

I agree that if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

L. Authorization to Notify New Employer

I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.

M. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us, including but not limited to any and all statements made by any officer, employee or representative of the Company regarding the Company's financial condition or future prospects. I understand and acknowledge that, except as set forth in this Agreement and in the offer letter from the Company to me, (i) no other representation or inducement has been made to me, (ii) I have relied on my own judgment and investigation in accepting my employment with the Company, and (iii) I have not relied on any representation or inducement made by any officer, employee or representative of the Company. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the CEO of the Company and me. I understand and agree that any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

N. Legal and Equitable Remedies

Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to

enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

O. Notices

Any notices required or permitted hereunder may be given, and shall be deemed given, upon personal delivery; or deposit in the United States mail, certified or registered; or delivery to an internationally recognized express delivery or courier service, with confirmation thereof for delivery to the party, in each case, to the party at the address set forth below, or to such other address or addresses as a party may hereafter designate in writing by proper notice.

Company: 355 Bryant Street, Suite 110
San Francisco, CA 94107

Employee: 535 Everett Ave, #107
Palo Alto, CA 94301


P. General Provisions

1. Governing Law. Although I may work for the Company outside of California or the United States, I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the state of California, without reference to its conflict of laws rules.
2. Changes/Contractor. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant, agent, representative or independent contractor.
3. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
4. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
5. Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at anytime, with or without cause.
6. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

Q. Effective Date

This Agreement shall be effective as of the first day of my employment with the Company and shall be binding upon me, my heirs, executor, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.


Employee Signature

Joshua Vincent
Employee Name (Please Print)

Date: 2/1/10

ONLIVE, INC., a Delaware Corporation

By: 

Its: Chief Executive Officer

EXHIBIT A

1. The following is a complete list of all Inventions or improvements relevant to the subject matter of my employment by the Company and/or that relate to the Company's Business, as defined in Section A(2) in the above Agreement, that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement:

- ☒ No inventions or improvements.
- ☐ See below: Any and all inventions regarding:
- ☐ Additional sheets attached.

Date: 2/1/10


Employee Signature

Joshua Vincent
Employee Name (Please Print)

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is between OnLive, Inc., with its principal place of business at 181 Lytton Avenue, Palo Alto, CA 94301 ("OnLive"), and the business entity listed below ("Service Provider"). This Agreement shall be effective as of October 20, 2011 ("Effective Date").

WHEREAS, Service Provider has the requisite experience and is ready, willing, and able to perform the Project Services (as defined below); and

WHEREAS, OnLive, relying on Service Provider's representation, is willing to engage Service Provider on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the promises made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. SERVICE PROVIDER INFORMATION

Name: Keystone Group LLC

Address: Keystone Group LLC

Emily Adams

[REDACTED]
Fremont, CA 94538

Phone: [REDACTED]
[REDACTED]

Type of Entity: S-Corp, State of Registration: New Mexico

2. PROJECT SERVICES, STATEMENTS OF WORK, CHANGE ORDERS

2.1 Scope of Project Services, Compensation and Deliverables. Service Provider will perform the project services ("Project Services") and provide the deliverables ("Deliverables") (if any) as set forth in one or more Statements of Work in substantially the form attached as Exhibit A hereto and signed by an authorized representative of each of the parties (each an "SOW"). Service Provider's compensation for the Project Services shall be as set forth in the applicable SOW ("Compensation"), which shall be Service Provider's sole compensation for rendering the Project Services and otherwise performing its obligations under this Agreement. Service Provider will complete the Project Services and deliver the Deliverables (if any) on or before the Completion Date set forth in the applicable SOW. Service Provider will prepare and submit progress reports as OnLive may reasonably request from time to time.

2.2 Additional Statements of Work. Any future SOWs pursuant to this Agreement shall describe separate and distinct future Project Services and Deliverables and related Compensation in a document entitled "Statement of Work" and signed by an authorized representative of each of the parties. Such future SOWs are intended to address only the nature and scope of the future Project Services, Deliverables and related Compensation for such specific work, and shall not modify or amend the terms of this Agreement. Each SOW shall be numbered sequentially (e.g., SOW #2, SOW#3). A proposed SOW will not be effective as part of this Agreement and no amount will be earned or payable until an authorized representative of each party has executed the proposed SOW, at which time such SOW will be

incorporated herein as part of this Agreement. Any word or phrase not otherwise defined in an SOW will have the same meaning ascribed to it in this Agreement.

2.3 Cost Estimates and Change Order Procedures. OnLive may order changes to Project Services under an SOW by executing a written request for changes ("Change Order Request"). The Change Order Request from OnLive shall specifically describe the change in Project Services. Upon receipt of Change Order Request from OnLive, the Service Provider shall promptly proceed to take all steps necessary to assure that the Project Services are performed in accordance with the Change Order Request. If, however, the change(s) specified in the Change Order Request will alter the Completion Date, or in any way significantly alter the expectations, overall project costs, or understandings of the parties ("Material Changes"), Service Provider will then notify OnLive's Project Manager of such Material Changes in writing and shall not commence services under such Change Order Request unless and until an authorized representative of OnLive specifically approves such Material Changes in a signed writing ("Change Order Authorization"). Service Provider shall countersign and return the Change Order Authorization within five (5) business days.

3. TERM OF AGREEMENT

3.1 Term. This Agreement becomes effective as of the Effective Date and will continue for the longer of (i) one (1) year from the Effective Date or (ii) until all SOWs hereunder have terminated, unless earlier terminated as provided under Section 3.2 or 3.3. Each individual SOW issued hereunder will start on the Start Date and terminate on the Completion Date set forth in the relevant SOW; provided; however, any SOW may be terminated under the provisions of Section 3.2 or 3.3.

3.2 Termination for Breach or Insolvency. Either party may terminate this Agreement and/or any SOW hereunder upon twenty-four (24) hours written notice to the other party, (i) for material breach, if such breach is not cured within such period, or (ii) in the event the other party makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, has a trustee or receiver appointed to manage all or a substantial part of its assets, or commences or has commenced against it a proceeding under the United States Bankruptcy Code.

3.3 Termination for Convenience. OnLive may terminate this Agreement and/or any SOW hereunder without recourse or liability at any time upon seven (7) days written notice to the Service Provider; Service Provider shall immediately stop work upon receipt of such written notice, and OnLive will be liable only for acceptable work completed as of the date of termination.

3.4 Return of Confidential Information. Upon termination of this Agreement for any reason, or as earlier requested by OnLive, Service Provider will immediately transfer and return to OnLive all copies of any data, records, or materials of whatever kind in whatever form that were provided to Service Provider by OnLive, or that pertain to, embody or incorporate any Confidential Information or Work Product (as defined in Sections 6 and 7 below), as well as all equipment, supplies, computer software and other property supplied by OnLive. Service Provider will also immediately furnish to OnLive copies of all work in progress.

3.5 Final Invoice. If this Agreement is terminated pursuant to Section 3.3 or if Service Provider terminates this Agreement due to breach by OnLive pursuant to Section 3.2, then, within fifteen (15) days from the date of termination, Service Provider shall submit to OnLive an itemized invoice for any fees or expenses accrued but unpaid. OnLive shall, upon payment of such amount, have no further liability to Service Provider whatsoever for any further fees, expenses, or other payments. OnLive shall have no payment obligations under this Section until Service Provider has returned all of OnLive's Confidential Information pursuant to Section 3.4 above. If OnLive terminates this Agreement due to breach by Service

Provider, Service Provider agrees that OnLive shall have no further payment obligations to Service Provider.

3.6 Effect of Termination. No termination of the Agreement or any SOW hereunder shall affect OnLive's rights in or to the Work Product. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief. The parties' rights and obligations under Sections 3 (Term of Agreement), 6 (Confidential Information), 7 (Intellectual Property Rights), 8 (Warranty), 9 (Independent Contractor), 10 (Insurance and Indemnity), and 11 (Miscellaneous) shall survive termination of the Agreement.

4. INVOICING AND PAYMENT

Provided that Service Provider keeps and performs all of Service Provider's obligations and agreements hereunder and satisfactorily renders and completes all services required by OnLive hereunder, Service Provider shall receive the Compensation as set forth in the applicable SOW, subject to any Service Provider indemnification obligations hereunder. The Compensation shall be invoiced by Service Provider in accordance with the invoicing schedule set forth in the applicable SOW. Except as otherwise expressly provided in the applicable SOW, correctly invoiced fees and pre-approved, documented expenses shall be due and payable within thirty (30) days from the date of OnLive's receipt of invoice.

5. PERFORMANCE OF PROJECT SERVICES, QUALITY STANDARDS AND ACCEPTANCE

5.1 Performance of Project Services. Service Provider shall perform the Project Services in a careful, professional, workmanlike and timely manner consistent with industry standards, and to the best of Service Provider's ability. Unless agreed otherwise in writing by the parties, delivery of the Project Services and each item of the Deliverables shall be made to the OnLive Project Manager or his/her designee on the Delivery Dates set forth in the applicable SOW. Service Provider's failure to make timely delivery shall be deemed a material breach hereof unless such late delivery is attributable to an occurrence of force majeure or is otherwise agreed to in writing by OnLive. OnLive may defer Service Provider's Project Services on any development step to such other time as OnLive elects. Service Provider shall be fully responsible for the performance, acts and omissions of all its employees, contractors, sub-contractors, personnel, agents, assistants and representatives who may in any way provide or perform Project Services in connection with this Agreement ("Service Provider Representatives").

5.2 Quality Standards. OnLive, at its option, may provide Service Provider with its written quality standards for the Project Services. Service Provider agrees to use these standards, as well as additional guidance and suggestions provided from time to time by the Project Manager appointed by OnLive. Any and all Project Services and/or Deliverables (if any) must be satisfactory in the reasonable opinion of OnLive's Project Manager, who retains the right to approve all such Project Services and/or Deliverables (if any) prior to completion and delivery to OnLive.

5.3 Acceptance. Upon completion of the Project Services and/or Deliverables (if any), Service Provider will advise OnLive in writing and OnLive's Project Manager shall approve or reject such Project Services and/or Deliverables (if any) in writing. Any rejection by OnLive's Project Manager shall specify the nature and scope of deficiencies and Service Provider will, upon receipt of such rejection, act diligently to correct such deficiencies.

6. CONFIDENTIAL INFORMATION AND MATERIALS

In connection with performing the Project Services, Service Provider may have access to information and materials that are confidential to OnLive ("Confidential Information"). By way of illustration and not limitation, OnLive's Confidential Information shall include, but not be limited to, the Work Product and

all portions and parts thereof, OnLive's computer programs (in object or source code), copyrightable works, inventions (whether or not patentable or reduced to practice), mask works, improvements, documentation, formulas, methods, know-how, ideas, techniques, processes, designs, technology, data, discoveries, plans for research, new products, developmental work, marketing requirements, marketing plans, business plans, budgets, financial information, prices, costs, suppliers, personnel search requests, employee lists, information concerning the skills and compensation of personnel, customer names, prospective customer names, the terms and payment under this Agreement, all information identified in writing at the time of disclosure as confidential, all information received from third parties that OnLive is obligated to treat as confidential, and oral information that is identified by OnLive as confidential.

OnLive's Confidential Information shall not include information that Service Provider can demonstrate (i) is published or otherwise becomes readily available to the public through no act or omission of Service Provider; (ii) is rightfully received by Service Provider from a third party without confidential limitations or other restriction on disclosure; (iii) is independently developed for Service Provider by personnel or agents having no access to OnLive's Confidential Information; or (iv) was known to Service Provider prior to its first receipt of the information from OnLive.

Service Provider agrees to maintain in strict confidence and not to disclose OnLive's Confidential Information except to those Service Provider Representatives who have a need to know such information for purposes of performing Project Services under this Agreement. Service Provider will not disclose the same to any third party or permit any third party to read or gain access to the Confidential Information unless authorized in writing by OnLive (the words "third party" as used in this paragraph shall include, but not be limited to the media, friends, family and acquaintances of Service Provider, and the general public.) Service Provider agrees to use Confidential Information only as authorized by OnLive and solely in connection with the performance of Project Services and for no other purpose. Service Provider will make no copies of Confidential Information unless authorized in writing by OnLive to do so. Service Provider will promptly upon OnLive's request, account in writing for all copies of Confidential Information made by or furnished to Service Provider. In the event that OnLive authorizes Service Provider to furnish a copy of the Confidential Information to any third party, Service Provider shall not do so until and unless OnLive advises Service Provider either (a) that such third party has signed a copy of OnLive's applicable confidentiality agreement or of a "limited use" letter drafted by OnLive, or (b) that OnLive has waived this requirement. For the purposes hereof, OnLive shall include all executives of OnLive.

In the event Service Provider is required by law or valid order of a court or other governmental authority to disclose Confidential Information, the Service Provider shall first, unless prohibited by applicable law, give notice to OnLive and make a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Any Confidential Information disclosed pursuant to the foregoing sentence shall remain Confidential Information for all other purposes.

Service Provider shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by Service Provider Representatives in breach of this Agreement. Service Provider shall notify OnLive immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Service Provider or Service Provider Representatives and in every reasonable way shall cooperate and assist OnLive to regain possession of the Confidential Information and to prevent its further unauthorized use.

Service Provider acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 6 and that such breach would cause

irreparable harm to OnLive; therefore, OnLive shall be entitled to obtain immediate injunctive relief, in addition to whatever additional remedies it might have at law or under this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Work Product, Ownership and Assignment. For purposes of this Agreement, "Work Product" shall mean any and all work performed, and materials provided to OnLive, by Service Provider in the course of performing the Project Services, including but not limited to the Deliverables (if any) as specified in the applicable SOW hereunder, whether such Work Product is in preparation or in a form or content approved by OnLive, including any and all information, know-how, ideas, designs, developments, techniques, technology, data, discoveries, formulae, processes, manufacturing techniques and methods, materials, copyrightable works (including without limitation computer programs in object or source code), inventions (whether or not patentable and whether or not reduced to practice), mask works, or improvements, conceived, created, developed, produced, generated or learned by Service Provider, whether solely by Service Provider or jointly with others, during the course of providing, as part of, or otherwise in connection with, the Project Services.

Service Provider agrees to disclose and deliver promptly to OnLive any and all Work Product. Service Provider understands, acknowledges and agrees that all Work Product, excluding Service Provider's Pre-Existing Works (as defined in Section 7.2 below), shall be deemed "works made for hire" by Service Provider for OnLive. If for any reason the Work Product, or any portion or part thereof, does not legally qualify as "works made for hire," then Service Provider agrees to irrevocably sell, assign and transfer to OnLive, and hereby irrevocably sells, assigns, and transfers to OnLive, its successors, legal representatives and assigns, without further consideration, Service Provider's entire right, title, and interest (throughout the United States and in all foreign countries), including without limitation all Intellectual Property Rights, free and clear of all liens and encumbrances, in and to the Work Product and any and all portions or parts thereof, excluding Service Provider's Pre-Existing Works. Service Provider further acknowledges and agrees: (i) that OnLive is the sole and exclusive owner of any and all Intellectual Property Rights in and to the Work Product and any and all portions or parts thereof excluding Service Provider's Pre-Existing Works; and (ii) to cooperate with OnLive, promptly upon OnLive's request, both during and after the term of the Agreement, in establishing, obtaining, maintaining and enforcing any and all of OnLive's Intellectual Property Rights in and to the Work Product and any portion or part thereof. Service Provider hereby expressly agrees to execute any and all documents reasonably necessary or required by OnLive in order to give full force and effect to the rights granted to OnLive by Service Provider hereunder, and in the event Service Provider shall fail or refuse for any reason to execute and deliver such documents within five (5) business days from receipt of request, Service Provider hereby appoints OnLive as Service Provider's attorney-in-fact to execute any such documents on Service Provider's behalf, which appointment is coupled with an interest and shall be irrevocable. OnLive will provide Service Provider with copies of documents executed hereunder; provided that OnLive's failure to do so shall not be deemed a breach of this Agreement. For purposes of this Agreement, "Intellectual Property Rights" shall mean all copyright rights, patent rights, mask work rights, trademark, service mark, and trade dress rights, trade secret rights, know-how, moral rights and any and all other intellectual property or other proprietary rights of every type and nature under the laws of any governmental authority, throughout the world, including, without limitation, all rights relating to applications, registrations and/or filings regarding or concerning any such matters.

7.2 Service Provider's Pre-existing Works. For purposes of this Agreement, Pre-existing Works shall mean any and all inventions, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, original works of authorship and trade secrets that Service Provider has developed (whether solely by Service Provider or jointly with others) prior to commencement of the Project Services described under this Agreement, that (i) Service Provider has specifically identified, either in advance of performing the Project Services or as soon as reasonably possible during the course of performing the Project Services, as "Pre-Existing Works" that have been or will be incorporated into the Work Product, and (ii) OnLive has confirmed in a writing executed by an authorized OnLive executive that such works are "Pre-Existing Works" and that such works are approved for incorporation into the Work Product. Notwithstanding anything to the contrary, Service Provider's Pre-Existing Works shall not include OnLive Confidential Information. To the extent that the Work Product incorporates Service Provider's Pre-existing Works, Service Provider shall, and hereby does, grant OnLive the perpetual, royalty-free right and license to use, perform, copy, display, sublicense, and distribute such Work Product, to prepare derivative works therefrom, and to use, perform, copy, display, sublicense, and distribute such derivative works. Except as licensed hereunder, Service Provider shall retain all rights, title and interest in and to Service Provider's Pre-existing Works.

7.3 No Obligation To Exploit. Nothing contained herein shall be construed as obligating OnLive to use or exploit the Work Product or any other results of the Project Services, or to continue any use or exploitation once commenced.

8. REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

Service Provider represents and warrants to OnLive as follows:

- (i) the Project Services will be performed in a professional and workmanlike manner by Service Provider Representatives having a level of skill commensurate with the requirements of this Agreement;
- (ii) the Deliverables (if any) will conform in all material respects to the specifications set forth in the applicable SOW;
- (iii) the Work Product will be original (except for Service Provider's Pre-existing Works and to the extent supplied to Service Provider by OnLive), will not have been previously published in whole or in part (except for Service Provider's Pre-existing Works and to the extent supplied to Service Provider by OnLive), will not have been previously assigned, licensed or otherwise encumbered in a manner that conflicts with the rights granted under this Agreement, and will not contain any malicious or harmful code (e.g., any "Trojan horse," virus, self-propagating "worm" code or other malware), or any code or other mechanism which is intended to adversely affect the security, integrity, operation, functionality or performance of any Deliverable or other OnLive property, or otherwise interfere with or prevent OnLive's use and quiet enjoyment of the Work Product, including without limitation any self-destruction mechanism, copy protection scheme, and such other computer instructions that can disable, destroy, or otherwise alter software or hardware or reveal any data or other information accessed through or processed by the software;
- (iv) the Work Product, and OnLive's use and exploitation of the Work Product, will not violate or infringe upon any Intellectual Property Rights of any third party;
- (v) Service Provider has not made and will not make any commitment, and has not done and will not do any act which is inconsistent with or in conflict with this Agreement or any of the rights granted or to be granted to OnLive hereunder;
- (vi) Service Provider has and shall have in place with each of its Service Provider Representatives written and enforceable agreements, including but not limited to intellectual property ownership and assignment provisions, sufficient for Service Provider to comply with its obligations under this Agreement; and
- (vii) Service Provider will comply with all applicable international, national, state, regional and local laws and regulations regarding its performance in connection with this Agreement.

9. INDEPENDENT CONTRACTOR

9.1 Independent Contractor. The parties agree that Service Provider's relationship with OnLive is as an independent contractor in the performance of the Project Services and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Service Provider is not the agent of OnLive and is not authorized to make any representation, contract, or commitment on behalf of OnLive. Under no circumstances shall Service Provider look to OnLive as Service Provider's employer, or as a partner, agent or principal. Since Service Provider and Service Provider Representatives, if any, will not be employees of OnLive, they will not be entitled to any of the benefits that OnLive may make available to its employees, such as vacation pay, sick leave or insurance programs, including without limitation group health insurance or retirement benefits, any 401(k) plan, employee stock purchase plan or stock option plans. In recognition thereof, the fee payable to Service Provider has been set at a rate higher than the rate paid to OnLive employees who perform comparable services for OnLive and who are eligible to participate in such plans. The reclassification of Service Provider by the Internal Revenue Services, or any other governmental agency, shall have no effect upon the rate of compensation payable to Service Provider or Service Provider's continued lack of eligibility for participation in any Employee Benefit Plan maintained by OnLive. In addition, Service Provider acknowledges that as an independent contractor, Service Provider and Service Provider Representatives are not eligible to recover worker's compensation benefits in the event of injury. Service Provider shall be solely responsible for maintaining his or her own insurance coverage. Service Provider agrees to be solely responsible for all matters relating to payment of Service Provider Representatives (if any), including, without limitation, compliance with Social Security, withholding and other regulations governing such matters, and to indemnify, defend, and hold harmless OnLive and its officers, directors, shareholders, agents, attorneys, employees and servants, and each of them, from and against any and all claims, costs, suits, actions, damages, settlements or other liability and expenses, including reasonable attorneys fees and expenses of professionals, relating thereto. Service Provider agrees to be responsible for Service Provider's own acts and those of Service Provider Representatives during the term of the Agreement (including, but not limited to, any injuries or death resulting therefrom), and to indemnify, defend, and hold harmless OnLive and its officers, directors, shareholders, agents, attorneys, employees and servants, and each of them, from and against any and all claims, costs and expenses relating thereto.

9.2 Taxes, Benefits and Licenses. Service Provider is solely responsible for the following: (i) the filing and payment of all federal, state, and local taxes and all appropriate deductions or withholdings; (ii) the payment or provision of any unemployment insurance benefits, state disability benefits, workers' compensation insurance, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; (iii) obtaining any applicable business or other commercial licenses; (iv) the hiring, firing, supervising and payment of compensation or other benefits to any Service Provider Representative; and (v) maintaining proper documentation establishing the identification and right to work in the United States of any Service Provider Representative. Because Service Provider is an independent contractor, OnLive will not withhold or make payments for social security, will not make unemployment insurance or disability insurance contributions, and will not obtain workers' compensation insurance on Service Provider's behalf. Service Provider agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed persons, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Service Provider and its agents or Service Provider Representatives under this Agreement. Service Provider hereby agrees to indemnify and defend OnLive against any and all such taxes or contributions, including penalties and interest.

9.3 Control, Security. Service Provider shall determine the time, place, methods, details and means of performing the Project Services. OnLive agrees to furnish access to any facilities, personnel and equipment necessary to facilitate Service Provider's performance of the Project Services but Service

Provider shall be responsible to provide the tools, know-how and instrumentalities used in the project. In the event OnLive furnishes any OnLive property and/or equipment to Service Provider, including but not limited to any corporate email account, Service Provider understands and agrees that Service Provider and Service Provider Representatives have no expectation of privacy in such property or equipment. Service Provider agrees, while working on OnLive's premises and property, not to remove, or request any person to remove, any information, materials or other property of OnLive, including any Proprietary or Confidential Information (as defined below), from OnLive's premises without the prior written consent of OnLive. Service Provider will perform background checks on Service Provider Representatives, if Service Provider in its discretion deems such checks to be appropriate for the position to be filled, and if Service Provider is required to perform such checks to meet its representations and warranties under this Agreement. Notwithstanding the foregoing, Service Provider agrees that if OnLive, in its reasonable discretion, determines that any Service Provider Representative under this Agreement is unacceptable for any reason, OnLive may request that such individual be removed from OnLive's premises immediately. Service Provider will ensure the orderly departure of any such individual and shall promptly replace such individual with a Service Provider Representative acceptable to OnLive. Nothing in this Section shall diminish or modify in any way Service Provider's obligations under this Agreement including without limitation the obligations under Sections 9.2 and 10.2 of this Agreement.

9.4 Compliance with OnLive's Policies. Service Provider will require Service Provider Representatives to observe the safety and security policies and procedures of OnLive, including but not limited to OnLive's policy that Service Provider Representatives shall, when visiting OnLive's premises, sign-in and/or wear a badge indicating that such Service Provider Representative is not an employee of OnLive. Service Provider understands that OnLive is an equal opportunity employer and does not discriminate on the basis of race, sex, age, national origin, religion, physical or mental handicap/disability, marital status, veteran status, sexual orientation, or any other basis prohibited by law.

10. Indemnity. Service Provider shall defend, indemnify and hold OnLive and its affiliates, officers, directors, employees, agents and attorneys harmless against any and all liabilities, claims, losses, damages, costs, tax obligations, expenses and attorneys' fees arising out of or in connection with, directly or indirectly, acts or omissions of Service Provider, a breach by Service Provider of any warranty, covenant, or other provision under this Agreement, or any misrepresentation made by Service Provider. For purposes of this Section, "Service Provider" shall mean and include Service Provider and Service Provider Representatives.

11. MISCELLANEOUS

11.1 No Solicitation. During the term of this Agreement and for one (1) year thereafter, Service Provider agrees not to directly or indirectly, solicit or induce any employee of OnLive to terminate an employment relationship with OnLive, whether for Service Provider's benefit or the benefit of a third party. The parties agree and acknowledge that the purpose of this restriction is to protect and safeguard OnLive's Confidential Information.

11.2 Equal Employment Opportunity. Service Provider represents and warrants that it is an equal opportunity employer and does not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, or veteran status. Where applicable for federal subcontractors, Service Provider further represents and warrants that it will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, sex, national origin, disability, or veteran status, as set forth in 41 C.F.R. § 60-1.4(a).

11.3 Publicity. Service Provider shall not acquire any rights under this Agreement to use OnLive's trademarks, service marks or trade names in any advertising, publicity or promotion or other disclosures,

or to express or imply any endorsement of Service Provider's products or services. Service Provider will not issue a press release, public announcement or other disclosure to any third party regarding Service Provider's relationship with OnLive or the transactions contemplated by this Agreement without the advance written consent of OnLive.

11.4 No Assignment. Service Provider may not assign or otherwise transfer this Agreement, in whole or in part, and any such attempted assignment shall be void and of no effect without OnLive's advance written consent. OnLive may assign this Agreement, in whole or in part, without Service Provider's advance written consent.

11.5 Governing Law and Dispute Resolution. This Agreement, and any non-contractual obligations arising from or in connection with it, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to the choice of law principles thereof and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. Nothing herein contained shall be construed to require the violation of any applicable law or collective bargaining agreement and whenever and wherever there is any conflict between any of the provisions of this Agreement and such law or collective bargaining agreement, the latter shall prevail, but in such event the provision of the Agreement affected shall be curtailed and limited only to the extent necessary to permit compliance with such law or collective bargaining agreement and if such law or collective bargaining agreement requires the payment of any additional compensation, it shall be at the minimum rate permitted thereby. Any controversy, claim or dispute arising out of or related to the Agreement or the interpretation, performance, or breach hereof, including but not limited to alleged violations of state or federal statutory or common law rights or duties, shall be resolved solely and exclusively by final and binding arbitration initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in San Francisco County before a single neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any California state or federal court. Notwithstanding the foregoing, OnLive may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property rights.

11.6 Remedies. Service Provider hereby acknowledges that the Project Services to be performed hereunder are of a unique and extraordinary character, the loss of which cannot be adequately compensated by damages, and that a breach of this Agreement by Service Provider will cause OnLive irreparable harm. OnLive shall be entitled to seek injunctive or other equitable relief to prevent a breach by Service Provider of this Agreement, in addition to any other remedies OnLive may have. No act or omission of OnLive hereunder shall constitute a default or breach of this Agreement unless Service Provider shall first notify OnLive in writing setting forth such alleged breach or default and OnLive shall not cure the same within thirty days after receipt of such notice. In the case of a breach by OnLive of any of OnLive's obligations hereunder, Service Provider's sole right and remedy shall be an action at law for damages, and Service Provider specifically waives any right to injunctive or other equitable relief, to rescind this Agreement or any of the rights granted to OnLive hereunder or to terminate this Agreement.

11.7 Severability. The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the validity or enforceability of any of the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.8 Notices. Any notice required to be made or given to either party hereto shall be made by personal delivery, overnight courier, certified or registered mail return receipt requested, postage prepaid, and addressed to such party at its address set forth on the first page of this Agreement or to such other address as such party shall designate by written notice. The date of personal delivery or delivery by overnight courier, and the date three (3) days after the date of mailing, shall be the date of the giving of such notice.

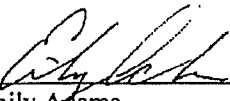
11.9 Entirety. This Agreement, and all SOWs hereunder, sets forth the entire understanding of the parties regarding the subject matter and its provisions shall not be modified, or waived, in whole or in part, except in a writing signed by an authorized representative of each party. All prior and contemporaneous discussions and agreements, whether written or oral, are merged into this Agreement. Specifically, no terms printed on a purchase order or invoice, or any oral or e-mail communication, shall be considered a waiver, alteration, or modification of any of the provisions of this Agreement, regardless of its content. The terms of this Agreement are and shall be deemed jointly drafted and written by all parties to them and shall not be construed or interpreted against the party originating or preparing them.

11.10 Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or subsection or in any way affect this Agreement.

11.11 Counterparts and Exchanges by Fax. This Agreement may be executed simultaneously in two (2) or more identical counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or electronic transmission shall be sufficient to bind the parties to the terms and conditions of this Agreement. Each party agrees that the delivery of the Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the parties.

EXECUTED BY: KEYSTONE GROUP LLC

Signature: 
Name: Emily Adams
Title: President
Date: 10/23/11

EXECUTED BY: ONLIVE, INC.

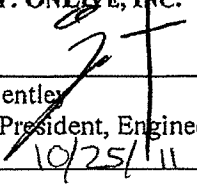
Signature: 
Name: Joe Bentley
Title: Vice President, Engineering
Date: 10/25/11

Exhibit A
Statement of Work

THIS STATEMENT OF WORK No. 1 ("SOW") is made by and between OnLive, Inc. ("OnLive"), and Keystone Group LLC ("Service Provider"), pursuant to and in accordance with the Master Independent Service Provider Agreement by and between OnLive and Service Provider with an Effective Date of October 20, 2011 (the "Agreement"), the terms of which are incorporated herein by this reference. The Effective Date of this SOW is October 20, 2011. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this SOW shall have the meaning set forth in the Agreement.

1.) PROJECT SERVICES. Service Provider will provide the necessary services and skills to perform the Project Services as described more completely below:

As 3D UI Designer, you will work cross-functionally to define and conceptualize graphic designs and user interactions. You'll be working on a range of UIs including the 3D game portal, in-game HUDs and setup experiences.

Responsibilities include graphic and interaction design, creating 2D and 3D comps or prototypes, defining visual specs, and producing final visual assets as determined and agreed to by OnLive Key Contact.

2.) TIMELINE AND MILESTONES (IF ANY).

START DATE: 10/20/2011

COMPLETION DATE: 12/20/2011

MILESTONES/DELIVERY DATES: Schedules as determined upon project start, as agreed with OnLive Key Contact.

3.) PROJECT LEADS.

ONLIVE PROJECT MANAGER AND CONTACT INFORMATION (INCLUDE CELL PHONE AND EMAIL ADDRESS):

Gretchen Eichinger
Director of Product Management



COMPANY KEY CONTACT AND CONTACT INFORMATION (INCLUDE CELL PHONE AND EMAIL ADDRESS):

Emily Adams



4.) KEY INDIVIDUALS (IF ANY). The following individuals are essential to the satisfactory performance of the Project Services

Emily Adams

5.) **DELIVERABLES.** Service Provider will prepare and complete the following deliverables ("Deliverables") as described below:

As determined and agreed upon with OnLive Key Contact.

6.) **COMPENSATION.** In full consideration for Service Provider's timely and satisfactory completion and/or delivery of the Project Services and Deliverables (if any), Service Provider will be paid as follows:

A. **Fees.** Check one box only:

☒ **Time & Materials Basis:** as invoiced by Service Provider at the rate of [REDACTED] per month subject to a provided, however, that Service Provider shall obtain the OnLive Project Manager's prior written approval before providing more than [REDACTED] worth of services.

☐ **Fixed Fee Basis:** Total fee of \$_____ payable in _____ installment(s) of \$_____ each in accordance with the invoicing schedule below.

B. **Expenses.** OnLive shall reimburse Service Provider for reasonable and necessary expenses actually incurred which are incidental to the Project Services performed hereunder provided such expenses are approved in advance by the OnLive Project Manager and invoiced as set forth below. Service Provider shall not exceed total expenses of \$0 without the prior written approval of the Project Manager. Reimbursement for expenses incurred will be made pursuant to an invoice or invoices submitted to OnLive by Service Provider. Invoices can be submitted monthly and should specify the period for which reimbursement is claimed. Invoices must be substantiated by original receipts and submitted within 60 days of Service Provider incurring such expenses. Specifically, OnLive is NOT obligated to reimburse expenses incurred in connection with the Project Services that are submitted more than sixty (60) days of Service Provider incurring such expenses. Except as approved in advance by OnLive, Service Provider shall pay its own expenses incurred (including, without limitation, the fees of counsel) in connection with this Agreement or any transactions contemplated by the Agreement.

C. **Invoices**

Service Provider shall submit invoices in accordance with the following invoicing schedule:

☒ **Time & Materials Basis:** Fees and authorized expenses shall be invoiced monthly in arrears.

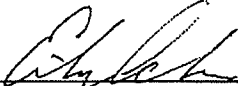
☐ **Fixed Fee Basis:** Fees and authorized expenses shall be invoiced upon written acceptance of the Project Services and Deliverables (if any) by OnLive.

D. Maximum Payments. Total payments to Service Provider under this SOW, including expense reimbursements, shall not exceed [REDACTED].

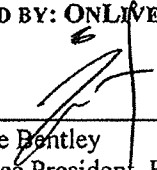
SERVICE PROVIDER AGREES THAT NO COMPENSATION WILL BE DUE FROM ONLIVE BEYOND WHAT HAS BEEN EXPRESSLY OUTLINED IN THIS SOW, UNLESS APPROVED IN ADVANCE IN A CHANGE ORDER AUTHORIZATION EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the parties.

EXECUTED BY: KEYSTONE GROUP LLC

Signature: 
Name: Emily Adams
Title: President
Date: 10/23/11

EXECUTED BY: ONLIVE, INC.

Signature: 
Name: Joe Bentley
Title: Vice President, Engineering
Date: 10/25/11

Statement of Work No. 2

THIS STATEMENT OF WORK No. 2 ("SOW") is made by and between OnLive, Inc. ("OnLive"), and Keystone Group LLC ("Service Provider"), pursuant to and in accordance with the Master Independent Service Provider Agreement by and between OnLive and Service Provider with an Effective Date of October 20, 2011 (the "Agreement"), the terms of which are incorporated herein by this reference. The Effective Date of this SOW is December 21, 2011. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this SOW shall have the meaning set forth in the Agreement.

1.) **PROJECT SERVICES.** Service Provider will provide the necessary services and skills to perform the Project Services as described more completely below:

As 3D UI Designer, you will work cross-functionally to define and conceptualize graphic designs and user interactions. You'll be working on a range of UIs including the 3D game portal, in-game HUDs and setup experiences.

Responsibilities include graphic and interaction design, creating 2D and 3D comps or prototypes, defining visual specs, and producing final visual assets as determined and agreed to by OnLive Key Contact.

2.) **TIMELINE AND MILESTONES (IF ANY).**

START DATE: 12/21/2011

COMPLETION DATE: 5/31/2012

MILESTONES/DELIVERY DATES: Schedules as determined upon project start, as agreed with OnLive Key Contact.

3.) **PROJECT LEADS.**

ONLIVE PROJECT MANAGER AND CONTACT INFORMATION (INCLUDE CELL PHONE AND EMAIL ADDRESS):

Gretchen Eichinger
Director of Product Management

[REDACTED]
[REDACTED]

COMPANY KEY CONTACT AND CONTACT INFORMATION (INCLUDE CELL PHONE AND EMAIL ADDRESS):

Emily Adams

[REDACTED]
[REDACTED]

4.) **KEY INDIVIDUALS (IF ANY).** The following individuals are essential to the satisfactory performance of the Project Services

Emily Adams

5.) **DELIVERABLES.** Service Provider will prepare and complete the following deliverables ("Deliverables") as described below:

As determined and agreed upon with OnLive Key Contact.

6.) **COMPENSATION.** In full consideration for Service Provider's timely and satisfactory completion and/or delivery of the Project Services and Deliverables (if any), Service Provider will be paid as follows:

A. **Fees.** Check one box only:

☒ **Time & Materials Basis:** as invoiced by Service Provider at the rate of [REDACTED] per month subject to a provided, however, that Service Provider shall obtain the OnLive Project Manager's prior written approval before providing more than [REDACTED] worth of services.

☐ **Fixed Fee Basis:** Total fee of \$_____ payable in _____ installment(s) of \$_____ each in accordance with the invoicing schedule below.

B. **Expenses.** OnLive shall reimburse Service Provider for reasonable and necessary expenses actually incurred which are incidental to the Project Services performed hereunder provided such expenses are approved in advance by the OnLive Project Manager and invoiced as set forth below. Service Provider shall not exceed total expenses of \$0 without the prior written approval of the Project Manager. Reimbursement for expenses incurred will be made pursuant to an invoice or invoices submitted to OnLive by Service Provider. Invoices can be submitted monthly and should specify the period for which reimbursement is claimed. Invoices must be substantiated by original receipts and submitted within 60 days of Service Provider incurring such expenses. Specifically, OnLive is NOT obligated to reimburse expenses incurred in connection with the Project Services that are submitted more than sixty (60) days of Service Provider incurring such expenses. Except as approved in advance by OnLive, Service Provider shall pay its own expenses incurred (including, without limitation, the fees of counsel) in connection with this Agreement or any transactions contemplated by the Agreement.

C. **Invoices**

Service Provider shall submit invoices in accordance with the following invoicing schedule:

☒ **Time & Materials Basis:** Fees and authorized expenses shall be invoiced monthly in arrears.

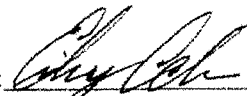
☐ **Fixed Fee Basis:** Fees and authorized expenses shall be invoiced upon written acceptance of the Project Services and Deliverables (if any) by OnLive.

D. Maximum Payments. Total payments to Service Provider under this SOW, including expense reimbursements, shall not exceed [REDACTED]

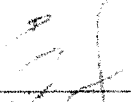
SERVICE PROVIDER AGREES THAT NO COMPENSATION WILL BE DUE FROM ONLIVE BEYOND WHAT HAS BEEN EXPRESSLY OUTLINED IN THIS SOW, UNLESS APPROVED IN ADVANCE IN A CHANGE ORDER AUTHORIZATION EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the parties.

EXECUTED BY: KEYSTONE GROUP LLC

Signature: 
Name: Emily Adams
Title: _____
Date: 12/21/11

EXECUTED BY: ONLIVE, INC.

Signature: 
Name: Joe Bentley
Title: Vice President, Engineering
Date: 12/21/2011

ONLIVE, INC.
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following Agreement confirms certain terms of my employment with OnLive, Inc., a Delaware corporation (hereafter referred to as the "Company"), which is a material part of the consideration for my employment by the Company and the compensation received by me from the Company from time to time. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever.

A. Definitions

1. The "Company"

As used in this Agreement, the "Company" refers to OnLive, Inc., a Delaware corporation, and each of its subsidiaries or affiliated companies. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for OnLive, Inc.; or any other subsidiary or affiliated company of OnLive, Inc. Furthermore, I understand and agree that the terms of this Agreement will continue to apply to me even if I transfer at some time from one subsidiary or affiliate of the Company to another.

2. The Company's Business

As used in this Agreement, the phrase "the Company's Business" refers to the intended business activities of the Company, and which include but are not limited to the following: (1) creation and production of scripts, stories, artwork, special effects, performance motion capture, photography, video editing, audio editing, 3D printing and 3D animation; (2) technology development and production; (3) creation and production of feature and short motion pictures, television programming, video games and web sites; (4) development and commercial exploitation of video and audio compression technology; (5) development of online services, networking and online audio/video technology; (6) development of consumer electronic devices; (7) development of motion, facial and surface capture technology and related human and non-human 2D and 3D rendering and animation technologies; (8) development of video teleconferencing technology; and (9) development of server-hosted computing systems and thin clients.

3. "Proprietary Information"

I understand that the Company possesses and will possess Proprietary Information that is important to the Company's Business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's Business.

"Proprietary Information" includes, but is not limited to, information about trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, discoveries, improvements, mask works, trade secrets, ideas, processes, formulas, copyrightable subject matter, source and object codes, data, programs, other works of authorship, know-how, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); (b) intellectual property,

such as all intellectual, artistic, literary, dramatic or musical rights, works or other materials of any kind or nature (whether or not entitled to protection under applicable copyright laws, or reduced to or embodied in any medium or tangible form), including but not limited to all copyrights, patents, trademarks, service marks, trade secrets, contract rights, titles, characters, plots, themes, dialogue, stories, scripts, treatments, outlines, submissions, ideas, concepts, packages, compositions, artwork and logos, and all audio, visual or audio-visual works of every kind and in every stage of development, production and completion, and all rights to distribute, advertise, promote, exhibit or otherwise exploit any of the foregoing by any means, media or processes now known or hereafter devised; and (c) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

I understand that my employment creates a relationship of confidence and trust between the Company and me with respect to Proprietary Information.

4. "Company Documents and Materials"

I understand that the Company possesses or will possess "Company Documents and Materials" that are important to its business. For purposes of this Agreement, "Company Documents and Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others.

"Company Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models.

B. Assignment of Rights

All Proprietary Information and all patents, patent rights, copyrights, trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith is and shall be the sole property of the Company. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Proprietary Information.

At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

C. Maintenance and Return of Company Documents and Materials

I agree to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to the Company pursuant to this Agreement. All Company Documents and Materials are and shall be the sole property of the Company.

I agree that during my employment by the Company, I will not remove any Company Documents and Materials from the business premises of the Company or deliver any Company Documents and Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Documents and Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

D. Disclosure of Inventions to the Company

I will promptly disclose in writing to my immediate supervisor or to such other person designated by the Company all "Inventions," which includes, without limitation, all improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my employment.

I will also disclose to the Chief Executive Officer (CEO) of the Company all Inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my employment with the Company that resulted, in whole or in part, from my prior employment by the Company. Such disclosures shall be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to Section (E) below) and do not extend the assignment made in Section (E) below.

E. Right to New Ideas

I. Assignment of Inventions to the Company

I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the *California Labor Code* or any like statute of any other state. Section 2870 of the *California Labor Code* provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

The assignment set forth in this Paragraph E. 1 shall not extend to inventions, the assignment of which is prohibited by *California Labor Code* Section 2870.

2. Prior Inventions

The Company shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Inventions. In the event it is determined for any reason that I am not an employee of the Company, I further acknowledge and agree that such Inventions, including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purpose of the Company's rights under copyright laws. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior Invention as part of or in connection with such product, process or machine.

3. Cooperation

I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's reasonable expense, in further evidencing and perfecting the assignments made to the Company under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Paragraph E. 3, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

4. Assignment and Waiver of "Moral Rights"

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

I agree that the Company shall solely and exclusively own throughout the universe in perpetuity all rights of every kind and nature now known or hereafter created in connection with the results, product and proceeds of my services hereunder (including, but not limited to, my services as an artist) and all Moral Rights. I acknowledge that the results, product and proceeds of my services hereunder, including, without limitation, all material composed, submitted, added, created or interpolated by me hereunder, which I acknowledge may have been or may be rendered in collaboration with others, are being specially ordered by the Company and may be used as part of or in connection with a motion picture or other production and shall be considered a "work made for hire" for the Company and, therefore, the Company shall be the author and copyright owner thereof for all purposes throughout the universe without limitation of any kind, including the right, in the Company's sole discretion, to make any such changes therein and may exploit the same throughout the universe in perpetuity. I hereby further acknowledge that the results, product and proceeds of my services have been paid for by the Company and are the sole property of the Company for all purposes whatsoever. Notwithstanding the preceding sentence, I hereby assign and/or grant all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights in and to my services to the Company), to the extent such assignment is allowed by law. The foregoing rights include all forms of motion picture, television (whether live, filmed, taped, or otherwise recorded, and including series rights), cable, pay and subscription television, home video (including cassettes, discs and other video devices), live stage, sequel, remake, advertising and promotion rights, publication rights, digital television, video and computer games, videocassette and video or laser disc, any computer assisted media (including, but not limited to, CD-ROM, DVD-ROM and similar disc systems), interactive media and multi-media, internet-based websites or media, and any other devices or methods now known or hereafter devised, merchandising, soundtrack, music publishing and all exploitation rights whatsoever derived from and/or relating to the results and proceeds of my services and the right to exploit, distribute and exhibit any motion picture or other production produced hereunder in all media now known or hereafter devised and all of the foregoing is inclusive of a full irrevocable assignment to the Company thereof.

I grant to the Company the right to use my name, voice and/or likeness in connection with: (a) promotion and publicity of my services and all technology developed and utilized in connection therewith; (b) merchandising based on or in connection with my services and all technology developed and utilized in connection therewith and any promotion and/or publicity thereof. All rights in and to my services are owned by the Company solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe. The Company and I are aware and hereby acknowledge that new rights in and to my services may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights"), and I intend to and do hereby grant and convey to the Company any and all such New Exploitation Rights in and to my services granted by me hereunder. The Company and I are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting my services. I intend to and do hereby grant and convey to the Company any and all rights in and to such New Exploitation Methods with respect to my services. I hereby agree to execute any document the Company deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to the Company, including without limitation the New Exploitation Rights and any and all rights in and to the new Exploitation Methods. I further hereby agree that I will not seek to (1) challenge, through the courts, administrative governmental bodies, private organizations, or in

any other manner the rights of the Company to exploit my services by any means whatsoever or (2) thwart, hinder or subvert the intent of the grants and conveyances to the Company herein and/or the collection by the Company of any proceeds relating to the rights conveyed hereunder.

5. List of Inventions

I have attached hereto as Exhibit A a complete list of all inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions or improvements at the time of signing this Agreement.

F. Non-Solicitation of Company Employees

During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason or to accept employment with any other company. As part of this restriction, I will not interview or provide any input to any third party regarding any such person during the period in question. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

G. Company Authorization for Publication

Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or anticipated research, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days following such submission, the Company agrees to notify me in writing whether the Company believes such material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

H. Duty of Loyalty

I agree that, during my employment with the Company, I will not provide consulting services to or become an employee of, any other firm or person engaged in a business in any way competitive with the Company, without first informing the Company of the existence of such proposed relationship and obtaining the prior written consent of my manager and the Human Resources Manager responsible for the organization in which I work.

I. Former Employer Information

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into and I agree I will not enter into any agreement, either written or oral, in conflict herewith

or in conflict with my employment with the Company. I further agree to conform to the rules and regulations of the Company.

J. At-Will Employment

I agree and understand that my employment with the Company is "at-will," meaning that it is not for any specified period of time and can be terminated by me or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. I agree and understand that it also means that job duties, title and responsibility and reporting level, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed at any time at-will by the Company. I understand and agree that nothing about the fact or the content of this Agreement is intended to, nor should be construed to, alter the at-will nature of my employment with the Company.

I understand and agree that this Agreement is the complete agreement between the Company and me regarding the nature of my employment with the Company. I also understand and agree that the at-will nature of employment with the Company can only be changed by the Company CEO in an express writing signed and dated by the CEO and by me.

K. Severability

I agree that if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

L. Authorization to Notify New Employer

I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.

M. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us, including but not limited to any and all statements made by any officer, employee or representative of the Company regarding the Company's financial condition or future prospects. I understand and acknowledge that, except as set forth in this Agreement and in the offer letter from the Company to me, (i) no other representation or inducement has been made to me, (ii) I have relied on my own judgment and investigation in accepting my employment with the Company, and (iii) I have not relied on any representation or inducement made by any officer, employee or representative of the Company. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the CEO of the Company and me. I understand and agree that any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

N. Legal and Equitable Remedies

Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to

enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

O. Notices

Any notices required or permitted hereunder may be given, and shall be deemed given, upon personal delivery; or deposit in the United States mail, certified or registered; or delivery to an internationally recognized express delivery or courier service, with confirmation thereof for delivery to the party, in each case, to the party at the address set forth below, or to such other address or addresses as a party may hereafter designate in writing by proper notice.

Company: 355 Bryant Street, Suite 110
San Francisco, CA 94107

Employee: 411 College Ave, Apt D
Palo Alto, CA 94306

P. General Provisions

1. Governing Law. Although I may work for the Company outside of California or the United States, I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the state of California, without reference to its conflict of laws rules.

2. Changes/Contractor. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant, agent, representative or independent contractor.

3. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

4. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.


5. Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at anytime, with or without cause.

6. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

Q. Effective Date

This Agreement shall be effective as of the first day of my employment with the Company and shall be binding upon me, my heirs, executor, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

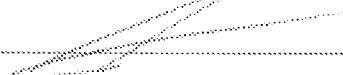
I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.


Employee Signature

KEITH BACCICHET
Employee Name (Please Print)

Date: 6/12/2023

ONLIVE, INC., a Delaware Corporation

By: 

Its: Chief Executive Officer

EXHIBIT A

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company and/or that relate to the Company's Business, as defined in Section A(2) in the above Agreement, that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement:

..... No inventions or improvements.


..... See below: Any and all inventions regarding:

☒ Additional sheets attached.

Date:

7/8/00

Employee Signature



Employee Name (Please Print)

PIERPAOLO BACCICHET

Ann Watson

From: Pierpaolo Baccichet
Sent: Wednesday, July 08, 2009 4:25 PM
To: Ann Watson
Subject: RE: Prior Inventions

Here is the friendly list:

- 1) "Systems and Methods for Video Streaming and Display", A. Mavlankar, J. Noh, P. Baccichet, B. Girod, Filed
- 2) "Methods and systems for Peer-to-peer systems", J. Noh, P. Baccichet, B. Girod, Filed
- 3) "SHARING OF INFORMATION OVER A COMMUNICATION NETWORK", A. Aaron, S. Annapureddy, P. Baccichet, B. Girod, V. Gupta, I. Poutivsky, U. Raz, E. Setton, Filed
- 4) "FORMATTING INFORMATION FOR TRANSMISSION OVER A COMMUNICATION NETWORK", A. Aaron, S. Annapureddy, P. Baccichet, B. Girod, V. Gupta, I. Poutivsky, U. Raz, E. Setton, Filed
- 5) "Hybrid Mechanism for Error-Resilient Peer-to-Peer (P2P) Live Streaming", M. Zhang, P. Baccichet, Currently in filing process
- 6) "Efficient management of server farms under user-specified constraints", S. Annapureddy, P. Baccichet, Currently in filing process

Pier

From: Ann Watson
Sent: Wednesday, July 08, 2009 4:23 PM
To: Pierpaolo Baccichet
Subject: Prior Inventions

Just a friendly reminder I need your list of prior inventions. ☺

Thanks,
Ann

ONLIVE, INC.
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following Agreement confirms certain terms of my employment with OnLive, Inc., a Delaware corporation (hereafter referred to as the "Company"), which is a material part of the consideration for my employment by the Company and the compensation received by me from the Company from time to time. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever.

A. Definitions

1. The "Company"

As used in this Agreement, the "Company" refers to OnLive, Inc., a Delaware corporation, and each of its subsidiaries or affiliated companies. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for OnLive, Inc.; or any other subsidiary or affiliated company of OnLive, Inc. Furthermore, I understand and agree that the terms of this Agreement will continue to apply to me even if I transfer at some time from one subsidiary or affiliate of the Company to another.

2. The Company's Business

As used in this Agreement, the phrase "the Company's Business" refers to the intended business activities of the Company, and which include but are not limited to the following: (1) creation and production of scripts, stories, artwork, special effects, performance motion capture, photography, video editing, audio editing, 3D printing and 3D animation; (2) technology development and production; (3) creation and production of feature and short motion pictures, television programming, video games and web sites; (4) development and commercial exploitation of video and audio compression technology; (5) development of online services, networking and online audio/video technology; (6) development of consumer electronic devices; (7) development of motion, facial and surface capture technology and related human and non-human 2D and 3D rendering and animation technologies; (8) development of video teleconferencing technology; and (9) development of server-hosted computing systems and thin clients.

3. "Proprietary Information"

I understand that the Company possesses and will possess Proprietary Information that is important to the Company's Business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's Business.

"Proprietary Information" includes, but is not limited to, information about trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, discoveries, improvements, mask works, trade secrets, ideas, processes, formulas, copyrightable subject matter, source and object codes, data, programs, other works of authorship, know-how, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); (b) intellectual property,

such as all intellectual, artistic, literary, dramatic or musical rights, works or other materials of any kind or nature (whether or not entitled to protection under applicable copyright laws, or reduced to or embodied in any medium or tangible form), including but not limited to all copyrights, patents, trademarks, service marks, trade secrets, contract rights, titles, characters, plots, themes, dialogue, stories, scripts, treatments, outlines, submissions, ideas, concepts, packages, compositions, artwork and logos, and all audio, visual or audio-visual works of every kind and in every stage of development, production and completion, and all rights to distribute, advertise, promote, exhibit or otherwise exploit any of the foregoing by any means, media or processes now known or hereafter devised; and (c) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

I understand that my employment creates a relationship of confidence and trust between the Company and me with respect to Proprietary Information.

4. "Company Documents and Materials"

I understand that the Company possesses or will possess "Company Documents and Materials" that are important to its business. For purposes of this Agreement, "Company Documents and Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others.

"Company Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models.

B. Assignment of Rights

All Proprietary Information and all patents, patent rights, copyrights, trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith is and shall be the sole property of the Company. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Proprietary Information.

At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

C. Maintenance and Return of Company Documents and Materials

I agree to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to the Company pursuant to this Agreement. All Company Documents and Materials are and shall be the sole property of the Company.

I agree that during my employment by the Company, I will not remove any Company Documents and Materials from the business premises of the Company or deliver any Company Documents and Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Documents and Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

D. Disclosure of Inventions to the Company

I will promptly disclose in writing to my immediate supervisor or to such other person designated by the Company all "Inventions," which includes, without limitation, all improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my employment.

I will also disclose to the Chief Executive Officer (CEO) of the Company all Inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my employment with the Company that resulted, in whole or in part, from my prior employment by the Company. Such disclosures shall be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to Section (E) below) and do not extend the assignment made in Section (E) below.

E. Right to New Ideas

1. Assignment of Inventions to the Company

I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the *California Labor Code* or any like statute of any other state. Section 2870 of the *California Labor Code* provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or,

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

The assignment set forth in this Paragraph E. 1 shall not extend to Inventions, the assignment of which is prohibited by *California Labor Code* Section 2870.

2. Prior Inventions

The Company shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Inventions. In the event it is determined for any reason that I am not an employee of the Company, I further acknowledge and agree that such Inventions, including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purpose of the Company's rights under copyright laws. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior Invention as part of or in connection with such product, process or machine.

3. Cooperation

I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's reasonable expense, in further evidencing and perfecting the assignments made to the Company under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Paragraph E. 3, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

4. Assignment and Waiver of "Moral Rights"

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

I agree that the Company shall solely and exclusively own throughout the universe in perpetuity all rights of every kind and nature now known or hereafter created in connection with the results, product and proceeds of my services hereunder (including, but not limited to, my services as an artist) and all Moral Rights. I acknowledge that the results, product and proceeds of my services hereunder, including, without limitation, all material composed, submitted, added, created or interpolated by me hereunder, which I acknowledge may have been or may be rendered in collaboration with others, are being specially ordered by the Company and may be used as part of or in connection with a motion picture or other production and shall be considered a "work made for hire" for the Company and, therefore, the Company shall be the author and copyright owner thereof for all purposes throughout the universe without limitation of any kind, including the right, in the Company's sole discretion, to make any such changes therein and may exploit the same throughout the universe in perpetuity. I hereby further acknowledge that the results, product and proceeds of my services have been paid for by the Company and are the sole property of the Company for all purposes whatsoever. Notwithstanding the preceding sentence, I hereby assign and/or grant all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights in and to my services to the Company), to the extent such assignment is allowed by law. The foregoing rights include all forms of motion picture, television (whether live, filmed, taped, or otherwise recorded, and including series rights), cable, pay and subscription television, home video (including cassettes, discs and other video devices), live stage, sequel, remake, advertising and promotion rights, publication rights, digital television, video and computer games, videocassette and video or laser disc, any computer assisted media (including, but not limited to, CD-ROM, DVD-ROM and similar disc systems), interactive media and multi-media, internet-based websites or media, and any other devices or methods now known or hereafter devised, merchandising, soundtrack, music publishing and all exploitation rights whatsoever derived from and/or relating to the results and proceeds of my services and the right to exploit, distribute and exhibit any motion picture or other production produced hereunder in all media now known or hereafter devised and all of the foregoing is inclusive of a full irrevocable assignment to the Company thereof.

I grant to the Company the right to use my name, voice and/or likeness in connection with: (a) promotion and publicity of my services and all technology developed and utilized in connection therewith; (b) merchandising based on or in connection with my services and all technology developed and utilized in connection therewith and any promotion and/or publicity thereof. All rights in and to my services are owned by the Company solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe. The Company and I are aware and hereby acknowledge that new rights in and to my services may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights"), and I intend to and do hereby grant and convey to the Company any and all such New Exploitation Rights in and to my services granted by me hereunder. The Company and I are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting my services. I intend to and do hereby grant and convey to the Company any and all rights in and to such New Exploitation Methods with respect to my services. I hereby agree to execute any document the Company deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to the Company, including without limitation the New Exploitation Rights and any and all rights in and to the new Exploitation Methods. I further hereby agree that I will not seek to (1) challenge, through the courts, administrative governmental bodies, private organizations, or in

any other manner the rights of the Company to exploit my services by any means whatsoever or (2) thwart, hinder or subvert the intent of the grants and conveyances to the Company herein and/or the collection by the Company of any proceeds relating to the rights conveyed hereunder.

5. List of Inventions

I have attached hereto as Exhibit A a complete list of all inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions or improvements at the time of signing this Agreement.

F. Non-Solicitation of Company Employees

During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason or to accept employment with any other company. As part of this restriction, I will not interview or provide any input to any third party regarding any such person during the period in question. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

G. Company Authorization for Publication

Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or anticipated research, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days following such submission, the Company agrees to notify me in writing whether the Company believes such material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

H. Duty of Loyalty

I agree that, during my employment with the Company, I will not provide consulting services to or become an employee of, any other firm or person engaged in a business in any way competitive with the Company, without first informing the Company of the existence of such proposed relationship and obtaining the prior written consent of my manager and the Human Resources Manager responsible for the organization in which I work.

I. Former Employer Information

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into and I agree I will not enter into any agreement, either written or oral, in conflict herewith

or in conflict with my employment with the Company. I further agree to conform to the rules and regulations of the Company.

J. At-Will Employment

I agree and understand that my employment with the Company is "at-will," meaning that it is not for any specified period of time and can be terminated by me or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. I agree and understand that it also means that job duties, title and responsibility and reporting level, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed at any time at-will by the Company. I understand and agree that nothing about the fact or the content of this Agreement is intended to, nor should be construed to, alter the at-will nature of my employment with the Company.

I understand and agree that this Agreement is the complete agreement between the Company and me regarding the nature of my employment with the Company. I also understand and agree that the at-will nature of employment with the Company can only be changed by the Company CEO in an express writing signed and dated by the CEO and by me.

K. Severability

I agree that if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

L. Authorization to Notify New Employer

I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.

M. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us, including but not limited to any and all statements made by any officer, employee or representative of the Company regarding the Company's financial condition or future prospects. I understand and acknowledge that, except as set forth in this Agreement and in the offer letter from the Company to me, (i) no other representation or inducement has been made to me, (ii) I have relied on my own judgment and investigation in accepting my employment with the Company, and (iii) I have not relied on any representation or inducement made by any officer, employee or representative of the Company. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the CEO of the Company and me. I understand and agree that any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

N. Legal and Equitable Remedies

Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to

enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

O. Notices

Any notices required or permitted hereunder may be given, and shall be deemed given, upon personal delivery; or deposit in the United States mail, certified or registered; or delivery to an internationally recognized express delivery or courier service, with confirmation thereof for delivery to the party, in each case, to the party at the address set forth below, or to such other address or addresses as a party may hereafter designate in writing by proper notice.

Company: 355 Bryant Street, Suite 110
San Francisco, CA 94107

Employee:



P. General Provisions

1. Governing Law. Although I may work for the Company outside of California or the United States, I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the state of California, without reference to its conflict of laws rules.

2. Changes/Contractor. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant, agent, representative or independent contractor.

3. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

4. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

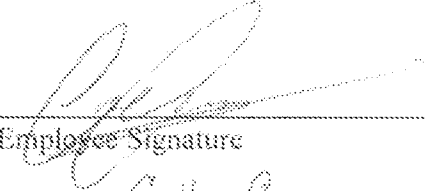
5. Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at anytime, with or without cause.

6. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

Q. Effective Date

This Agreement shall be effective as of the first day of my employment with the Company and shall be binding upon me, my heirs, executor, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.



Employee Signature
Colin Carr

Employee Name (Please Print)
Date: 4/14/11

ONLIVE, INC., a Delaware Corporation

By: 

Its: Chief Operating Officer

EXHIBIT A

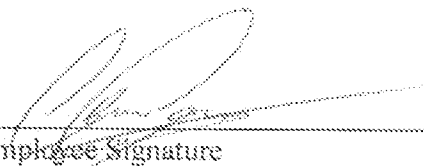
1. The following is a complete list of all Inventions or improvements relevant to the subject matter of my employment by the Company and/or that relate to the Company's Business, as defined in Section A(2) in the above Agreement, that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement:

X No inventions or improvements.

_____ See below: Any and all inventions regarding:

_____ Additional sheets attached.

Date: 4/14/11


Employee Signature

Colin Carr
Employee Name (Please Print)