

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6576294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHRIS ARVIN	11/14/2016
ADAM GLYNN-FINNEGAN	10/12/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AIRBNB, INC.
<b>Street Address:</b>	888 BRANNAN STREET
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29611765
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(205)254-1999
<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>	
<b>Phone:</b>	205-254-1036
<b>Email:</b>	tebbert@maynardcooper.com
<b>Correspondent Name:</b>	C. BRANDON BROWNING
<b>Address Line 1:</b>	1901 SIXTH AVENUE NORTH
<b>Address Line 2:</b>	SUITE 1700
<b>Address Line 4:</b>	BIRMINGHAM, ALABAMA 35203
<b>ATTORNEY DOCKET NUMBER:</b>	21756.0003
<b>NAME OF SUBMITTER:</b>	C. BRANDON BROWNING
<b>SIGNATURE:</b>	/C. Brandon Browning/
<b>DATE SIGNED:</b>	03/01/2021
<b>Total Attachments: 20</b>	
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Last Updated: 12/18/12

**EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**

In consideration of, and as a condition of my employment and my continued employment (including compensation and benefits previously and hereafter paid to me) I, as the **"Employee"** and Airbnb, Inc., a Delaware corporation with its principal place of business in California, together with its wholly owned subsidiaries or affiliates (**"Company"**) enter into the following Employee Invention Assignment and Confidentiality Agreement (this **"Agreement"**). I hereby represent to the Company, and the Company and I hereby agree as follows:

1. **Employment Relationship.** I understand and agree that this Agreement does not alter, amend, or expand upon any rights that I may have to continue in the employment of the Company and it does not affect the duration of my relationship with the Company, including under any existing agreements between me and the Company or under applicable law.

2. **At-Will Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be terminated at any time, with or without notice and with or without cause, for any reason or for no reason, by either the Company or by me. I acknowledge that any statements or representations to the contrary are ineffective, unless put into a writing signed by an officer of the Company. I further acknowledge that my participation in any stock option or benefit program is not to be construed as any assurance of continuing employment for any particular period of time.

3. **Company Information.** I understand that during my employment with the Company, I will have access to certain confidential and/or proprietary information owned by the Company (**"Confidential Information"**). I agree that at all times during the term of my employment and thereafter, that I will hold in strictest confidence and will not use, except for the benefit of the Company, or to disclose to any person, firm, corporation or other entity without the written authorization of an officer of the Company, any Confidential Information which I obtain, am provided, come into contact with or create. I understand that Confidential Information includes all information or material that I create, learn about, or obtain during my employment with the Company, whether or not such information is marked "confidential" or "proprietary." Without limiting the definition, Confidential Information includes research, development, product plans, prices and costs, markets, software, customer information, suppliers or vendor information, developments, inventions, notebooks, processes, formulas, algorithms, engineering, hardware configuration, licenses, finances, budgets and other information related to the actual or anticipated business of the Company. Confidential Information also includes information about the skills and compensation of other employees or contractors of the Company. Confidential Information does not include information to the extent it has become publicly known and made generally available

through no wrongful act of mine or others. I agree that I will obtain the Company's written approval before publishing or submitting for publication, lecturing or presenting any material (oral, written or otherwise) that relates to my work at the Company and/or incorporates or references any Confidential Information.

**4. Former Employer and Other Restricted Information.** I will not improperly use or disclose (or induce the Company to use or disclose) any confidential information, proprietary information or trade secrets, if any, of any former employer or any other person or entity to whom I have an obligation of confidentiality unless consented to in writing by that former employer, person or entity. I agree that in addition to this promise not to use or disclose information of a former employer or other person or entity, that I will not bring on to the premises of the Company any non-public information belonging to a former employer, other person or entity to whom I have an obligation to keep information confidential.

**5. Third Party Information.** I understand that the Company has received and will receive in the future information from third parties (such as Company's customers, users, suppliers, licensors, partners and collaborators) that is confidential and/or proprietary ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of that information and only to use it for limited purposes. By way of example, Third Party Information may include the practices, technology and requirements of third parties, information related to the business conducted between the Company and such third parties, and information owned by third parties or provided to the Company by users and governed by the Company's privacy policy. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who have a demonstrated need to know that information in connection with their work for the Company) or use such Third Party Information except in connection with my work, unless expressly authorized in writing by an officer of the Company.

**6. Inventions.** I understand that the Company is engaged in a continuous program of research, development, production and/or marketing in connection with its current and projected business and that it is critical for the Company to preserve and protect its proprietary information, its rights in certain inventions and works and in related intellectual property rights. Accordingly, I am entering into this Agreement, whether or not I am expected to create inventions or other works of value for the Company. As used in this Agreement, "**Inventions**" includes without limitation, inventions, improvements, developments, designs, discoveries, concepts, original works of authorship, formulas, processes, compositions of matter, computer software, algorithms, databases, mask works, moral rights, confidential information and trade secrets.

7. **Disclosure of Prior Inventions and License to Company.** Inventions, if any, which I made prior to the commencement of my employment with the Company are excluded from the scope of the assignment set forth in Section 8. To preclude any uncertainty, I have set forth on Exhibit A (which is incorporated into this Agreement by this reference), a complete list of all Inventions that I have, alone or jointly with others, conceived, developed, or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company that I consider to be my property or the property of third parties that I wish to be excluded from this Agreement ("***Prior Inventions***"). If disclosure of any such prior invention would cause me to violate any confidentiality agreement, I understand that I am not to list it in Exhibit A, but to disclose a cursory name for such invention, a list of the parties to whom it belongs and the fact that full disclosure was not made for that reason. If no disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate into or use a Prior Invention with a Company product, technology, process or service, I hereby grant the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to grant and authorize sublicenses through multiple tiers of sublicensees) to make, have made, modify, reproduce, display, perform, use, offer to sell, distribute, import, otherwise exploit for any lawful purpose and sell such Prior Invention. Notwithstanding the above, I will not incorporate or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

8. **Assignment of Inventions.** I will promptly make full written disclosure to the Company, or to any person designated by it, all Inventions that I make, author, create, conceive or reduce to practice, either alone or jointly with others, or cause to be made, authored, created, conceived or reduced to practice during the period of my employment (including during off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, except as provided in Section 11 below, and whether or not patentable, copyrightable or protectable as trade secrets or other intellectual property rights and will hold such Inventions in trust for the sole benefit of the Company. I agree to assign, and agree to assign in the future, and do hereby irrevocably transfer and assign, to the Company or its designee: (i) all of my worldwide rights, title and interests in and with respect to any Inventions; (ii) all patents, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent legally assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Inventions. I also agree and acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope and during my employment with the Company are "works made for hire" under the United States Copyright Act, and the Company will be considered the author and owner of such works. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

9. **Moral Rights.** I hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Inventions, except as provided in Section 11 below, even after termination of my employment with the Company. ***“Moral Rights”*** means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

10. **Personal Contributions to the Open Source Community.** Employee may participate in free and open-source software (“FOSS”) projects in a personal capacity; provided that, for each project: (i) Employee informs her Manager of her intent to participate in the FOSS project prior to participating; (ii) Employee’s participation does not conflict with Employee’s duties and responsibilities to Company; (iii) Employee’s participation is conducted without attribution to Company and without using the participant’s Company contact information; (iv) Employee refrains from disclosing her relationship with Company; (v) Company does not currently participate in the FOSS project and Company has not previously made Contributions to the FOSS project in which participant seeks to participate; (vi) participation is conducted without using or disclosing Company software, technology, proprietary information, intellectual property, or using any other Company resources or property; and (vii) unless otherwise approved by Company, such participation takes place outside of Company working hours and without using Company materials or resources. All other Employee participation in FOSS projects requires the express written approval from the Employee’s Manager.

11. **Exceptions to Assignments.** I understand that the provisions of this Agreement requiring assignment to the Company do not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code, a copy of which is attached hereto as Exhibit B. I will advise the Company promptly in writing of any inventions, original works of authorship or trade secrets that I believe meet the criteria in California Labor Code Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief.

12. **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. Records of Inventions may be in the form of notebooks, notes, sketches, drawings, flow charts, electronic data or recordings and any other format, and I agree that the records will be available to and remain the property of the Company at all times. I will not remove any such records from the Company’s places of business except as expressly permitted by Company policy, which may be revised or changed from time to time at the sole election of the Company. I will also promptly disclose to the Company all patent applications filed by me or on my behalf (solely or jointly) within one year after termination of my relationship with the Company that are based upon any Company Confidential Information or Inventions, in whole or in part. I understand that I have an obligation to assign to the

Company patent applications based upon Company Confidential Information, unless I can establish none of the inventions disclosed in such patent applications were based upon Company Confidential Information.

**13. Assistance.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company all rights in and to such Inventions, and to testify in a suit or other proceeding relating to such Inventions. I further agree that my obligation to execute any such documents shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any such documents, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any documents and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

**14. Returning Company Property.** I agree that upon separation from employment with the Company or on demand by the Company during my employment, I will immediately deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Company property, including, but not limited to, Company Confidential Information and Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, all other documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its Affiliates, including, without limitation, those records maintained pursuant to Section 12. I also consent to an exit interview to confirm my compliance with this Section 14.

**15. Company Opportunities; Duty Not to Compete During Employment.** During the period of my employment, I will at all times devote my best efforts to the interests of the Company, and I will not, without the prior written consent of the Company, engage in, or encourage or assist others to engage in, any other employment or activity that: (i) would divert from the Company any business opportunity in which the Company can reasonably be expected to have an interest; (ii) would directly compete with, or involve preparation to compete with, the current or

future business of the Company; or (iii) would otherwise conflict with the Company's interests or could cause a disruption of its operations or prospects.

**16. Non-Solicitation of Employees/Consultants.** During my employment with the Company and for a two (2) year period thereafter, I will not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company or take away such employees or consultants, or attempt to solicit, induce, recruit encourage or take away employees or consultants of the Company either for me or for any other person or entity.

**17. No Breach of Duty.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality, non-competition, or other agreement with any former employer or other party. I have not entered into, and I agree I will not enter into, any agreement in conflict herewith. I am not at the present time restricted from being employed by the Company or entering into this Agreement.

**18. Termination Certificate.** Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

**19. Notification.** I hereby authorize the Company, during and after the termination of my employment with the Company, to notify third parties, including, but not limited to, actual or potential customers or employers, of the terms of this Agreement and my responsibilities hereunder.

**20. Use of Name & Likeness.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after my employment, for any purposes related to the Company's business, such as marketing, advertising, Company directory credits, and presentations.

**21. Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company to suffer irreparable harm and that the Company may therefore be entitled to injunctive relief to enforce this Agreement in addition to any other remedy that it may have under this Agreement, at law or in equity.

**22. Governing Law.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the duties of its employees and the protection of Company trade secrets. This Agreement will be governed by and construed in accordance with the laws of the State of



California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction or any constructive presumptions favoring any party. I expressly agree that the federal courts and/or state courts of the State of California, County of San Francisco, shall have subject matter and personal jurisdiction to adjudicate any dispute arising out of, relating to or concerning this Agreement, including any lawsuit filed against me by the Company, and I agree to waive any objections to venue or jurisdiction of such courts, including waiving any argument concerning inconvenient forum.

**23. Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

**24. Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior discussions, representations, understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

**25. Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

**26. Amendment and Waiver.** This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

**27. Further Assurances.** The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment with the Company, I will execute and deliver a document or documents in

a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

**28. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement.

**29. Acknowledgement.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand its terms, and sign it voluntarily intending to be bound by its terms.

**30. Effective Date of Agreement.** This Agreement is and will be effective on and after the first day of my employment by the Company, which is November 14, 2016 (the "**Effective Date**").

**Company:**

By:

DocuSigned by:  
Gia Colosi  
959A8D5C8B02402...

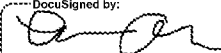
Name:

Gia Colosi

Title:

Head of HR Operations

**Employee:**

DocuSigned by:  
  
666C2FC3300641A...

Signature

Chris Arvin

Name (Please Print)

Exhibit A

**LIST OF PRIOR INVENTIONS**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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  x   No inventions, improvements, or original works of authorship

       Additional sheets attached

Signature of Employee:  DocuSigned by:  
666C2FC3360641A

Print Name of Employee: Chris Arvin

Date: 10/17/2016

**Exhibit B**

**CALIFORNIA LABOR CODE 2870**

**EMPLOYMENT AGREEMENTS, ASSIGNMENT OF RIGHTS**

California Labor Code § 2870. Invention on Own Time - Exemption from Agreement.

- (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.
  - (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.

Last Updated: 12/18/12

**EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**

In consideration of, and as a condition of my employment and my continued employment (including compensation and benefits previously and hereafter paid to me) I, as the “**Employee**” and Airbnb, Inc., a Delaware corporation with its principal place of business in California, together with its wholly owned subsidiaries or affiliates (“**Company**”) enter into the following Employee Invention Assignment and Confidentiality Agreement (this “**Agreement**”). I hereby represent to the Company, and the Company and I hereby agree as follows:

1. **Employment Relationship.** I understand and agree that this Agreement does not alter, amend, or expand upon any rights that I may have to continue in the employment of the Company and it does not affect the duration of my relationship with the Company, including under any existing agreements between me and the Company or under applicable law.

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7. **Disclosure of Prior Inventions and License to Company.** Inventions, if any, which I made prior to the commencement of my employment with the Company are excluded from the scope of the assignment set forth in Section 8. To preclude any uncertainty, I have set forth on Exhibit A (which is incorporated into this Agreement by this reference), a complete list of all Inventions that I have, alone or jointly with others, conceived, developed, or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company that I consider to be my property or the property of third parties that I wish to be excluded from this Agreement ("**Prior Inventions**"). If disclosure of any such prior invention would cause me to violate any confidentiality agreement, I understand that I am not to list it in Exhibit A, but to disclose a cursory name for such invention, a list of the parties to whom it belongs and the fact that full disclosure was not made for that reason. If no disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate into or use a Prior Invention with a Company product, technology, process or service, I hereby grant the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to grant and authorize sublicenses through multiple tiers of sublicensees) to make, have made, modify, reproduce, display, perform, use, offer to sell, distribute, import, otherwise exploit for any lawful purpose and sell such Prior Invention. Notwithstanding the above, I will not incorporate or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

8. **Assignment of Inventions.** I will promptly make full written disclosure to the Company, or to any person designated by it, all Inventions that I make, author, create, conceive or reduce to practice, either alone or jointly with others, or cause to be made, authored, created, conceived or reduced to practice during the period of my employment (including during off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, except as provided in Section 11 below, and whether or not patentable, copyrightable or protectable as trade secrets or other intellectual property rights and will hold such Inventions in trust for the sole benefit of the Company. I agree to assign, and agree to assign in the future, and do hereby irrevocably transfer and assign, to the Company or its designee: (i) all of my worldwide rights, title and interests in and with respect to any Inventions; (ii) all patents, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent legally assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Inventions. I also agree and acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope and during my employment with the Company are "works made for hire" under the United States Copyright Act, and the Company will be considered the author and owner of such works. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

9. **Moral Rights.** I hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Inventions, except as provided in Section 11 below, even after termination of my employment with the Company. ***“Moral Rights”*** means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

10. **Personal Contributions to the Open Source Community.** Employee may participate in free and open-source software (“FOSS”) projects in a personal capacity; provided that, for each project: (i) Employee informs her Manager of her intent to participate in the FOSS project prior to participating; (ii) Employee’s participation does not conflict with Employee’s duties and responsibilities to Company; (iii) Employee’s participation is conducted without attribution to Company and without using the participant’s Company contact information; (iv) Employee refrains from disclosing her relationship with Company; (v) Company does not currently participate in the FOSS project and Company has not previously made Contributions to the FOSS project in which participant seeks to participate; (vi) participation is conducted without using or disclosing Company software, technology, proprietary information, intellectual property, or using any other Company resources or property; and (vii) unless otherwise approved by Company, such participation takes place outside of Company working hours and without using Company materials or resources. All other Employee participation in FOSS projects requires the express written approval from the Employee’s Manager.

11. **Exceptions to Assignments.** I understand that the provisions of this Agreement requiring assignment to the Company do not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code, a copy of which is attached hereto as Exhibit B. I will advise the Company promptly in writing of any inventions, original works of authorship or trade secrets that I believe meet the criteria in California Labor Code Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief.

12. **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. Records of Inventions may be in the form of notebooks, notes, sketches, drawings, flow charts, electronic data or recordings and any other format, and I agree that the records will be available to and remain the property of the Company at all times. I will not remove any such records from the Company’s places of business except as expressly permitted by Company policy, which may be revised or changed from time to time at the sole election of the Company. I will also promptly disclose to the Company all patent applications filed by me or on my behalf (solely or jointly) within one year after termination of my relationship with the Company that are based upon any Company Confidential Information or Inventions, in whole or in part. I understand that I have an obligation to assign to the



Company patent applications based upon Company Confidential Information, unless I can establish none of the inventions disclosed in such patent applications were based upon Company Confidential Information.

**13. Assistance.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company all rights in and to such Inventions, and to testify in a suit or other proceeding relating to such Inventions. I further agree that my obligation to execute any such documents shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any such documents, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any documents and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

**14. Returning Company Property.** I agree that upon separation from employment with the Company or on demand by the Company during my employment, I will immediately deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Company property, including, but not limited to, Company Confidential Information and Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, all other documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its Affiliates, including, without limitation, those records maintained pursuant to Section 12. I also consent to an exit interview to confirm my compliance with this Section 14.

**15. Company Opportunities; Duty Not to Compete During Employment.** During the period of my employment, I will at all times devote my best efforts to the interests of the Company, and I will not, without the prior written consent of the Company, engage in, or encourage or assist others to engage in, any other employment or activity that: (i) would divert from the Company any business opportunity in which the Company can reasonably be expected to have an interest; (ii) would directly compete with, or involve preparation to compete with, the current or

future business of the Company; or (iii) would otherwise conflict with the Company's interests or could cause a disruption of its operations or prospects.

**16. Non-Solicitation of Employees/Consultants.** During my employment with the Company and for a two (2) year period thereafter, I will not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company or take away such employees or consultants, or attempt to solicit, induce, recruit encourage or take away employees or consultants of the Company either for me or for any other person or entity.

**17. No Breach of Duty.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality, non-competition, or other agreement with any former employer or other party. I have not entered into, and I agree I will not enter into, any agreement in conflict herewith. I am not at the present time restricted from being employed by the Company or entering into this Agreement.

**18. Termination Certificate.** Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

**19. Notification.** I hereby authorize the Company, during and after the termination of my employment with the Company, to notify third parties, including, but not limited to, actual or potential customers or employers, of the terms of this Agreement and my responsibilities hereunder.

**20. Use of Name & Likeness.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after my employment, for any purposes related to the Company's business, such as marketing, advertising, Company directory credits, and presentations.

**21. Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company to suffer irreparable harm and that the Company may therefore be entitled to injunctive relief to enforce this Agreement in addition to any other remedy that it may have under this Agreement, at law or in equity.

**22. Governing Law.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the duties of its employees and the protection of Company trade secrets. This Agreement will be governed by and construed in accordance with the laws of the State of

California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction or any constructive presumptions favoring any party. I expressly agree that the federal courts and/or state courts of the State of California, County of San Francisco, shall have subject matter and personal jurisdiction to adjudicate any dispute arising out of, relating to or concerning this Agreement, including any lawsuit filed against me by the Company, and I agree to waive any objections to venue or jurisdiction of such courts, including waiving any argument concerning inconvenient forum.

**23. Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

**24. Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior discussions, representations, understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

**25. Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

**26. Amendment and Waiver.** This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

**27. Further Assurances.** The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment with the Company, I will execute and deliver a document or documents in

a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

**28. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement.

**29. Acknowledgement.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand its terms, and sign it voluntarily intending to be bound by its terms.

**30. Effective Date of Agreement.** This Agreement is and will be effective on and after the first day of my employment by the Company, which is October 12, 2015, (the "**Effective Date**").

**Company:**

By:

DocuSigned by:  
Gia Colosi  
9387V6D5C562482...

Name:

Gia Colosi

Title:

Head of HR Operations

**Employee:**

DocuSigned by:

adangf  
C69C7D4AE1444C...

Signature

Adam Glynn-Finnegan

Name (Please Print)

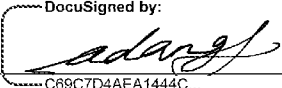
Exhibit A

**LIST OF PRIOR INVENTIONS**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
Completing Scanned Forms via Search in Content Collections	May 20, 2015	The proposed system captures and automatically or semi-automatically completes a partially completed and scanned paper form via search in content collections for field data using recognized field names and entered data as search queries.

\_\_\_\_\_ No inventions, improvements, or original works of authorship

\_\_\_\_\_ Additional sheets attached

Signature of Employee:  \_\_\_\_\_  
DocuSigned by:  
C69C7D4AEA1444C...

Print Name of Employee: Adam Glynn-Finnegan

Date: 10/12/2015

**Exhibit B**

**CALIFORNIA LABOR CODE 2870**

**EMPLOYMENT AGREEMENTS, ASSIGNMENT OF RIGHTS**

California Labor Code § 2870. Invention on Own Time - Exemption from Agreement.

- (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.
  - (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.