

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6850575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FINNOBLE SOLUTIONS, INC.	03/23/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CAPITAL ONE SERVICES, LLC
<b>Street Address:</b>	1680 CAPITAL ONE DRIVE
<b>City:</b>	MCLEAN
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17394915
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)885-3900
<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>	4048853000
<b>Email:</b>	katherine.swider@troutman.com
<b>Correspondent Name:</b>	TROUTMAN PEPPER HAMILTON SANDERS LLP/ CAPITAL ONE
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<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308
<b>ATTORNEY DOCKET NUMBER:</b>	COF5077CON2
<b>NAME OF SUBMITTER:</b>	SCOTT A. BERGESON
<b>SIGNATURE:</b>	/Scott A. Bergeson/
<b>DATE SIGNED:</b>	08/05/2021
<b>Total Attachments: 28</b>	
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## EXECUTION COPY

### SOFTWARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of March 23, 2012 (the "Effective Date"), by and between Finnoble Solutions, Inc., a Delaware corporation, d/b/a Bankons, with its principal place of business at 1350 Bayshore Hwy, Suite 920, Burlingame, California 94010 ("Seller"), and Capital One Services, LLC, a Delaware limited liability company with its principal place of business at 1680 Capital One Drive, McLean, Virginia 22102 ("Purchaser") (Seller and Purchaser are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party").

In consideration of the mutual covenants, agreements and warranties herein contained, it is agreed that Purchaser shall acquire from Seller all of the Acquired Property (defined herein) upon the terms and conditions hereinafter set forth.

#### ARTICLE 1

#### DEFINITIONS

1.1 The following terms shall have the meanings set forth herein for the purposes of this Agreement:

"Acquired Property" means the Acquired Software, Patent Application, and Proprietary Information.

"Acquired Software" means the full source code and object code versions of the software (including without limitation all components and modules thereof), all related documentation and all trademarks and trade names as described in Schedule 1.1 attached hereto and incorporated herein, and all good will and rights, including (without limitation) all copyright, patent, trademark, service mark, trade name, trade secret, publicity and all other intellectual property and proprietary rights, inherent in, attendant to, associated with, or embodied in such software, documentation and trademarks and trade names. "Copyright" includes (without limitation) all moral rights, renewal rights and similar rights and all past and/or currently existing claims and causes of action, known and unknown, relating to or arising from the Acquired Software. "Source code" means a full source language statement of the program or programs comprising the software and related program maintenance documentation necessary to allow a reasonably skilled third-party programmer or analyst to maintain or enhance such software.

"Affiliate" of any person, entity or party means any person, corporation, proprietorship, partnership or business entity which, directly or indirectly or in whole or in part, owns or controls, is under common ownership or control with, or is owned or controlled by, such first person, entity or party.

"Agreement" means this Software Purchase Agreement, including all Exhibits and Schedules hereto, as it may be amended from time to time in accordance with its terms.

"Business Day" means each weekday, excluding Saturdays, Sundays and United States national or bank holidays.

"Effective Date" has the meaning given to it in the Preamble hereto.

"Governmental Authority" means the government of the United States or of any State or any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government within or without the United States.

"Losses" means all liabilities, losses, costs, damages, penalties or expenses, including (without limitation) reasonable attorney's fees and expenses and costs of investigation and litigation.

"Patent Application" means the pending patent application entitled METHOD AND SYSTEM FOR MATCHING PURCHASE TRANSACTION HISTORY TO REAL-TIME LOCATION INFORMATION, Serial No. 13103855 #, and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing.

"Proprietary Information" means any confidential or proprietary information, know-how, or trade secret described or comprised in or relating to the Acquired Property that is not in the public domain or regularly disclosed by Purchaser to third parties without confidentiality restrictions.

"Purchase Price" shall mean Two Hundred and Seventy Five Thousand Dollars (US \$275,000) paid to Seller pursuant to this Agreement.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments by the United States or any State, and such term shall include any interest, penalties or additions to tax attributable to such Taxes.

"Tax Return" shall mean any report, return or other information required to be supplied to a taxing authority in connection with Taxes.

## ARTICLE 2

### PURCHASE AND SALE

2.1 Acquired Property. Seller hereby irrevocably assigns, conveys, sells, grants and transfers to Purchaser the following Acquired Property:

(i) Acquired Software. Subject to the terms and conditions of this Agreement, Seller hereby irrevocably assigns, conveys, sells, grants, transfers and delivers and agrees to assign, convey, sell, grant, transfer and deliver to Purchaser, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Acquired Software to the full extent of its ownership or interest therein; including, without limitation, any and all enhancements, adaptations, or derivative works in and to the Acquired Software; all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Acquired Software. Seller hereby forever waives as against Purchaser any and all rights, title and interest Seller may have or hereafter may acquire, anywhere in the world, in any and all media, whether known or unknown, and under any and all laws, statutes, regulations or decrees, in the Acquired Software.

(ii) Patent Application. Subject to the terms and conditions of this Agreement, Seller hereby irrevocably assigns, conveys, sells, grants, transfers and delivers to Purchaser, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Patent Application to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patent Application. Upon Purchaser's request, Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Purchaser in and to the Patent Application. Seller hereby forever waives as against Purchaser, any and all rights, title and interest Seller may have or hereafter may acquire, anywhere in the world, in any and all media, whether known or unknown, and under any and all laws, statutes, regulations or decrees, in the Patent Application.

(iii) Proprietary Information. Subject to the terms and conditions of this Agreement, Seller hereby irrevocably assigns, conveys, sells, grants, transfers and delivers to Purchaser, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Proprietary Information related to the

Acquired Software and/or Patent Application to the full extent of its ownership or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Seller hereby forever waives as against Purchaser, any and all rights, title and interest Seller may have or hereafter may acquire, anywhere in the world, in any and all media, whether known or unknown, and under any and all laws, statutes, regulations or decrees, in the Proprietary Information.

2.2 Retained Assets. Except for the Acquired Property, Seller shall retain all right, title and interest in and to its assets.

2.3 Retained Liabilities. Seller expressly retains, and in no event shall Purchaser be deemed to have assumed, any and all liabilities, debts and obligations pertaining or relating to or concerning in any way the Acquired Property and/or the Seller.

2.4 Delivery. Seller shall deliver via electronic means only, copies of all of the Acquired Property, including copies of any original title documents, to Purchaser within two (2) Business Days of the Effective Date. After Purchaser's payment of the Purchase Price, Seller shall certify to Purchaser that Seller has destroyed any and all originals and copies of the Acquired Property that were retained by Seller pending completion of the sale.

### ARTICLE 3

#### PURCHASE PRICE AND PAYMENT

3.1 Purchase Price. Within five (5) Business Days of delivery of the Acquired Property, Purchaser shall pay the Purchase Price to Seller, such payment to be made by wire transfer of immediately available funds (subject to circumstances outside of Purchaser's sole control) to an account designated by Seller in writing at least two (2) Business Days prior to the date such payment is to be made.

3.2 Withholding. Purchaser shall be entitled to deduct and withhold from the Purchase Price such amounts as it is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended, and applicable regulations issued thereunder, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by Purchaser and timely paid to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to Seller in respect of which such deduction and withholding was made.

### 3.3 Tax Matters.

(i) Each Party shall be responsible for its own taxes, including income, gross receipts, property, employment, franchise, privilege or any other taxes imposed by any tax jurisdiction except as otherwise provided in this section 3.3.

(ii) Purchaser shall be responsible for any sales and use tax that directly applies to the purchase of the Acquired Property.

(iii) The Parties agree to cooperate with each other to enable each to more accurately determine its own tax liability.

(iv) Seller shall promptly notify Purchaser of, and coordinate with Purchaser, the settlement of any claim for sales and/or use taxes asserted by applicable taxing authorities for which Purchaser is responsible hereunder. In such event, and if the claim arises out of a form or return signed by Seller, then Seller may elect to control the response to and settlement of the claim, but Purchaser shall have all rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities. If Seller fails to notify Purchaser or to allow Purchaser to participate in responses and settlements of a claim for taxes as provided above, then Purchaser shall have no liability to Seller for any applicable taxes or penalties that result from such claim. If Purchaser requests Seller to challenge the imposition of any tax, Seller shall do so in a timely manner and Purchaser shall reimburse Seller for the reasonable legal fees and expenses it incurs. Purchaser shall be entitled to any tax refunds or rebates granted to the extent such refunds or rebates are of taxes that were paid by Purchaser.

## ARTICLE 4

### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

4.1 Organization; Due Authorization. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware with all requisite power and authority and all authorizations, licenses and permits necessary to own, lease and operate its properties as presently owned, leased and operated and to carry on its business as presently conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction where the nature of the properties owned, leased or operated by it and the business transacted by it require such licensing and qualification, except where the failure to be so licensed or so qualified would not be expected to have a material adverse effect on Seller or its ability to consummate the transactions contemplated hereby. Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein, and no other

action or proceeding on the part of Seller is necessary to authorize the entry by Seller into this Agreement or the carrying out by Seller of such transactions. This Agreement has been duly and validly executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

#### 4.2 Title to the Acquired Software.

(i) *Ownership.* The Acquired Software is Seller's original work product, and Seller is the sole owner of, and exclusively holds all rights, title and interest in, the Acquired Software, including (without limitation) under the United States Copyright Act as amended (the "Copyright Act"). Seller has the full right to sell, convey, transfer, assign and deliver the Acquired Software to Purchaser and, upon the closing of the transactions contemplated herein, Purchaser will have good and valid title to the Acquired Software free and clear of all liens and encumbrances.

(ii) *Proprietary Legends and Copyright Notices.* The form and placement of the proprietary legends and any copyright notices displayed in or on the Acquired Software is set forth in Schedule 4.2(ii) hereof, and in no instance has the eligibility of the Acquired Software for protection under applicable copyright law been forfeited, lost or impaired in any manner by omission of any required notice or any other action or omission.

(iii) *Confidentiality of Acquired Software.* The source code and documentation relating to the source code of the Acquired Software have (a) at all times been maintained in confidence, and (b) have been disclosed only to employees and consultants of Seller having "a need to know" the contents thereof in connection with the performance of their duties to Seller. Each person who participated in the development of the Acquired Software executed an agreement requiring such person to keep confidential, or was otherwise obligated to keep confidential, all information concerning the Acquired Software, including, without limitation, all work product and all other information, know-how, development plans, techniques and materials, and other information related to methods of production, use, operation and application that are not generally known to the public and in which Seller has or had rights.

(iv) *Work Made for Hire; Assignment.* All personnel, including employees, agents, consultants, and contractors, who have contributed to or participated in the conception and development of the Acquired Software either (a) have been party to a work made for hire arrangement, within the meaning of the Copyright Act, or agreement with Seller in accordance with applicable federal and state law, that has accorded Seller full and exclusive ownership of all tangible and intangible property thereby arising, or (b) have executed appropriate instruments of assignment in favor of Seller as assignee that have conveyed to Seller full and exclusive ownership of all tangible and intangible property thereby arising.

(v) *Third-Party Components.* Except as set forth in Schedule 4.2(v) hereof (hereinafter, the "Exception Software"), the Acquired Software contains no programming or other component in which any third party may claim superior, joint, or common ownership, including any right or license. Except for the Exception Software, the Acquired Software does not contain derivative works or any programming or other component not owned in their entirety



by Seller. Seller hereby assigns and transfers to Purchaser any and all rights and licenses it has or hereafter may acquire in the Exception Software and warrants that Seller's license with the vendors in Schedule 4.2(v) to use the Exception Software in connection with the Acquired Software is fully paid and that no other fee or payment is or shall be due to the vendors in Schedule 4.2(v) for Purchaser's use of the Exception Software.

(vi) *Infringement.* The Acquired Software does not infringe, or constitute a misappropriation of, any copyright, patent, trademark, trade secret or other third-party proprietary right. Seller has not received any notice contesting its right to use any copyright, patent, trademark, trade secret, product, process, design, computer program or written work now used by it in connection with the Acquired Software.

(vii) *Claims to Use.* No claims exist or have been asserted by any person or entity to the use of the Acquired Software, including, without limitation, under any license or sublicense and Seller does not know of any valid basis for any such claim.

(viii) *Encumbrances.* The Acquired Software is not encumbered by or subject to any claim, lien, judgment, pledge, security interest, conditional sale agreement, title retention agreement, charge, encumbrance or other right of any third party.

(ix) *Conveyance of Title.* At and as of the Effective Date, Seller conveys the Acquired Software to Purchaser, and Purchaser hereby acquires, good and valid record and marketable title to all of the Acquired Software, free and clear of all encumbrances and other claims to use.

#### 4.3 Patent Application.

(i) *Ownership.* Seller is the sole owner of, and exclusively holds all rights, title and interest in, the Patent Application. Seller has the full right to sell, convey, transfer, assign and deliver the Patent Application to Purchaser and, upon the closing of the transactions contemplated herein, Purchaser will have good and valid title to the Patent Application free and clear of all liens and encumbrances.

(ii) *Filing and Maintenance.* Seller has complied with all the requirements of the United States patent office to maintain the Patent Application in full force and effect, including payment of all required fees when due to such offices.

(iii) *Inventorship.* The original, first and joint inventors of the subject matter claimed in the Patent Application are properly named therein.

(iv) *Prior Art.* Other than prior art references cited in the file history of the Patent Application (a complete copy of which Seller has delivered to Purchaser), to the Seller's knowledge, there are no prior art references or prior public uses, sales, offers for sale or disclosures that could invalidate the Patent Application or any claim thereof, or any conduct the result of which could render the Patent Application or any claim thereof invalid or unenforceable.

(v) *Claims to Use.* No claims exist or have been asserted by any person or entity to ownership, license or use of the Patent Application, and Seller does not know of any valid basis for any such claim.

(vi) *Encumbrances.* The Patent Application is not encumbered by or subject to any claim, lien, judgment, pledge, security interest, conditional sale agreement, title retention agreement, charge, encumbrance or other right of any third party."

4.4 No Violations. Seller has not breached any provision of, nor is Seller in material default under the terms of, and the execution, delivery and performance of this Agreement and all other instruments, agreements, certificates and documents contemplated hereby by Seller do not on the date hereof, and will not thereafter, violate, cause any default under (or cause an event which, with or without notice or lapse of time or both, would constitute a default) or conflict with, any material contract, commitment, agreement, indenture, mortgage, lien, instrument, plan or license to which it is a party or under which it has any rights or by which it is bound, and no other party to any such material contract, commitment, agreement, indenture, mortgage, lien, instrument, plan or license is in default thereunder, which could affect Seller's title to or ownership of the Acquired Property. In addition, Seller is not in any material violation or default under, and the execution, delivery and performance of this Agreement and all other instruments, agreements, certificates and documents contemplated hereby by Seller do not on the date hereof, and will not thereafter, violate, cause any default under (or cause an event which, with or without notice or lapse of time or both, would constitute a default) or conflict with any of its certificate of incorporation, bylaws or other organizational documents or any law, ordinance, code or regulation or any decree or judgment that may be applicable to the interest of Seller in the Acquired Property or that could have an adverse affect on Seller's title to or ownership of the Acquired Property.

4.5 Accuracy of Statements. Neither this Agreement nor any statement, list, certificate or other information furnished or to be furnished by or on behalf of Seller to Purchaser in connection with this Agreement or any of the transactions contemplated hereby contains or shall contain any untrue statement of a material fact regarding Seller or the Acquired Property or omits or will omit to state a material fact necessary to make the statements regarding Seller or the Acquired Property contained herein or therein, in light of the circumstances in which they are made, not misleading.

4.6 No Other Agreement. Except for this Agreement, Seller has no contract, agreement, arrangement or understanding with respect to the sale or other disposition of the Acquired Property.

4.7 Consents. No notice to, filing with, authorization of, exemption by, or consent of any person, entity or public or Governmental Authority is required in order for the Seller to enter into this Agreement or to consummate the transactions contemplated hereby.

4.8 No Worms, Bombs or Backdoors. No component of the Acquired Software includes any virus or any feature or function that may enable Seller or any third party:

- (a) to discontinue Purchaser's effective use of the Acquired Software;
- (b) to erase, destroy, corrupt or modify any data of Purchaser without the consent of Purchaser; or
- (c) to bypass any internal or external software security measure to obtain access to any hardware or software of Purchaser without the consent or knowledge of Purchaser.

4.9 Employee Assignments. Seller has caused each of its current and former (a) employees to sign the First Amendment to Employment, Confidential Information, Invention Assignment, Non-Competition and Arbitration Agreement (the form of which is attached as Schedule 4.9(a)), (b) consultants who contributed to the Acquired Property to sign the First Amendment to Consultant's Agreement (the form of which is attached as Schedule 4.9(b)), in each case assigning their rights in and to any and all inventions relating to the Acquired Property to Seller prior to Seller's execution of this Agreement.

4.10 Brokers or Finders. Neither Seller nor any of its representatives or agents have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement or the transaction contemplated hereby.

## ARTICLE 5

### COVENANTS OF SELLER

Seller agrees that:

5.1 Implementing Agreement and Assistance. Seller has or shall, upon Purchaser's request, take all action reasonably required of Seller to fulfill Seller's obligations under the terms of this Agreement and the transactions contemplated herein, including, but not limited to, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Purchaser in and to the Acquired Property, such as filing of copyright registrations and copyright assignments with regard to the Acquired Software or any filings, applications, statements and reports to Governmental Authorities. Upon Purchaser's request, Seller shall provide Purchaser and Purchaser's representatives with such assistance as Seller may reasonably request in obtaining information relating to the Acquired Software, including (without limitation) testimony (whether by deposition, affidavit or otherwise) by Seller.

5.2 Preservation of Acquired Property. Except for this Agreement, Seller shall not sell or agree to sell the Acquired Property, create any mortgage, pledge, lien or other

encumbrance on or security interest in the Acquired Property or enter into any license or sublicense relating to the Acquired Property.

5.3 Compliance with Laws. Seller shall comply with all laws, statutes, regulations, rules and orders applicable to the Acquired Property or as may be required for the valid and effective assignment and transfer of ownership of the Acquired Property.

5.4 Non-Use. Upon execution of this Agreement, Seller shall immediately cease and forever refrain from using the Acquired Property in any manner, form or media, whether known or unknown.

5.5 Confidentiality. Seller shall, and shall cause each of its directors, officers, employees, agents, consultants, advisors, stockholders and other equityholders and representatives (collectively, the "Seller Representatives") to, hold, in strict confidence from any Person (other than any such Seller Representative) all non-public documents and information concerning the Acquired Property, Purchaser, this Agreement and the transaction contemplated hereby ("Confidential Information"), except the extent that such documents or information can be shown by Seller to have been in the public domain through no fault of the Seller or any Seller Representative. In the event that Seller or any Seller Representative is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Confidential Information, Seller shall (i) provide Purchaser with prompt written notice so that Purchaser may seek a protective order or other appropriate remedy or, in Purchaser's sole discretion, waive compliance with the provisions of this Section 5.5, and (ii) cooperate or cause such person or entity to cooperate, as applicable, with Purchaser, at Purchaser's expense, in any effort Purchaser undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Purchaser waives compliance with the provisions of this Section 5.5, the disclosing person or entity shall disclose to the person or entity compelling disclosure only that portion of the Confidential Information that the disclosing person or entity is advised, by its counsel, is legally required and shall use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Confidential Information so disclosed.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

6.1 Authority. Purchaser is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, in each case with all requisite power and authority and all authorizations, licenses and permits necessary to own, lease and operate its properties as presently owned, leased and operated and to carry on its business as presently conducted. Purchaser is duly licensed or qualified to do business and is in good standing in each jurisdiction where the nature of the properties owned, leased or operated by it and the business transacted by it require such licensing and qualification, except where the

failure to be so licensed or so qualified would not be expected to have a material adverse effect on Purchaser or its ability to consummate the transactions contemplated hereby. Purchaser has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein, and this Agreement has been duly and validly executed and delivered by Purchaser, and constitutes the legal, valid and binding obligation of Purchaser.

6.2 Brokers or Finders. Neither Purchaser nor any of its representatives or agents have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement or the transaction contemplated hereby.

## ARTICLE 7

### INDEMNIFICATION

7.1 Survival. All representations, warranties, covenants and agreements set forth in this Agreement shall survive the closing of the transaction contemplated hereby until the third anniversary of the Effective Date.

7.2 Indemnification by Seller. Seller agrees to indemnify Purchaser and each of its Affiliates against, and agrees to hold it and them harmless from, any and all Losses incurred or suffered by Purchaser or any of its Affiliates (or any combination thereof) arising out of any of the following: (a) any material breach of or any inaccuracy in (or any alleged breach of or inaccuracy in) any representation or warranty made by Seller pursuant to this Agreement, and any breach of or failure by Seller to perform (or alleged breach of or failure by Seller to perform) any covenant or obligation of Seller set out in this Agreement; (b) any debt, claim, obligation or other liability of Seller or any of its Affiliates (including without limitation liabilities relating to the Acquired Property and for Taxes on the operations of the Seller or any of its Affiliates); and (c) the bulk sales laws of any jurisdiction in connection with transactions contemplated by this Agreement.

7.3 Intellectual Property Claims. Seller shall indemnify Purchaser and each of its Affiliates against, and agrees to hold it and them harmless from, any and all Losses incurred or suffered by Purchaser or any of its Affiliates (or any combination thereof) arising out of, relating to or concerning in any way any claims alleging that the Acquired Property infringes the copyright, patent, trademark, trade secret or other intellectual property right of a third party. Without limiting the foregoing, and in addition to Purchaser's remedies hereunder and at law and in equity, should the possibility arise that Purchaser may lose, or have declared invalid or void, any right, title or interest in the Acquired Property or any right to use or license the Acquired Property, then at Purchaser's option Seller shall, at its sole expense, promptly either (i) modify the Acquired Property, without materially diminishing its functional capabilities, to make it non-infringing; (ii) acquire or purchase for Purchaser's benefit such rights as are necessary to allow and vest in Purchaser all rights, title and interest in the Acquired Property; or (iii) if (i) or (ii) are not feasible, refund to Purchaser all amounts paid to Seller pursuant to this Agreement.

7.4 Indemnification by Purchaser. Purchaser agrees to indemnify Seller and each of its Affiliates against, and agrees to hold it and them harmless from, any and all Losses incurred or suffered by Seller arising out of any breach of or any inaccuracy in (or any alleged breach of or inaccuracy in) any representation or warranty made by Purchaser pursuant to this Agreement.

7.5 Effect of Investigation; Knowledge. The right to indemnification, payment of Losses or other remedy based on the representations and warranties or covenants in this Agreement will not be affected by any investigation conducted by Purchaser, or any knowledge acquired (or capable of being acquired) by Purchaser at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty or covenant.

7.6 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable to Purchaser for any claims (including, without limitation, any claims for indemnification pursuant to this Article 7), damages, injuries, or liabilities arising out of this Agreement or the transactions contemplated hereby in excess of One Million Dollars (\$1,000,000), including any out-of-pocket costs of Purchaser. This amount shall be reduced to (a) Seven Hundred Fifty Thousand Dollars (\$750,000), including any out-of-pocket costs of Purchaser, on the first anniversary of the Effective Date and (b) Five Hundred Thousand Dollars (\$500,000), including any out-of-pocket costs of Purchaser, on the second anniversary of the Effective Date. Notwithstanding any other provision herein to the contrary, any such reduction in maximum liability amount set forth herein shall not be further reduced in any way by any claims already paid prior to such reduction, or existing claims at the time of such reduction, of Purchaser against Seller for damages, injuries, or liabilities arising out of this Agreement.

## ARTICLE 8

### MISCELLANEOUS

8.1 Expenses. Each party hereto shall bear its own expenses with respect to this Agreement unless specified to the contrary herein.

8.2 Amendment. This Agreement may be amended, modified or supplemented but only in writing signed by both of the parties hereto.

8.3 Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (i) when received if given in person or by overnight courier service, (ii) on the date of transmission if sent by facsimile (provided that a copy of such transmission is simultaneously posted in the manner provided in clause (iii) below) or (iii) three (3) days after being deposited in the mail, certified or registered mail, postage prepaid:

**If to Seller:**

Joshua Greenough  
Finnoble Solutions, Inc.  
1350 Bayshore Hwy Suite 920  
Burlingame, California 94010

**Copy to:**

Paul J. Tauber  
Coblentz, Patch, Duffy & Bass LLP  
One Ferry Building, Suite 200  
San Francisco, California 94111  
Facsimile: 415-989-1663

**If to Purchaser:**

Skip Potter  
Senior Director  
c/o Shonda Williams  
Capital One Services, LLC  
15000 Capital One Drive  
Attn: Mailstop 12074-0310  
Richmond, Virginia 23238

**Copy to:**

Dennis Brown  
Senior Director, Associate General Counsel  
Capital One Services, LLC  
15000 Capital One Drive  
Attn: Mailstop 12077-0270  
Richmond, Virginia 23238

**And copy to:**

Attn: Chief Counsel, Transactions  
Capital One Services, LLC  
1680 Capital One Drive  
McLean, Virginia 22102

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

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8.4 Bulk Sales Laws. The parties hereto waive compliance with the requirements of the applicable bulk sales laws in connection with the consummation of the transactions contemplated hereby.

8.5 Interpretation. Any legal requirement that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived.

8.6 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

8.7 WAIVER OF TRIAL BY JURY. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HERewith, OR THE ADMINISTRATION THEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS ARTICLE HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS ARTICLE WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflict of laws provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the law of any other jurisdiction other than the Commonwealth of Virginia. Each of the parties hereby submits to the non-exclusive jurisdiction of any court of the Commonwealth of Virginia located in Fairfax County and the United States District Court for the Eastern District of Virginia, as well as to the jurisdiction of all courts from which an appeal may be taken or other review sought from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of such party's obligations under or with



respect to this Agreement and expressly waives any and all objections it may have as to venue in any of such courts.

8.9 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10 Headings. The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

8.11 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that neither party may assign its obligations under this Agreement.

8.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective Affiliates and, unless otherwise expressly stated otherwise herein, no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

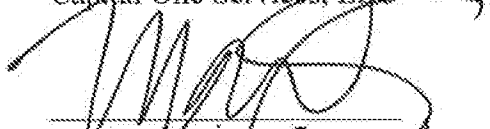
8.13 Other Instruments. Upon the request of Purchaser, Seller shall execute and deliver to Purchaser such other documents, releases, assignments and other instruments as may be required to effectuate completely the transfer and assignment to Purchaser of, and to vest fully in Purchaser Seller's rights to, the Acquired Property.

8.14 Entire Understanding. Unless otherwise stated herein, this Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.

8.15 Relationship of Parties. The parties do not intend to, and nothing in this Agreement shall be interpreted to, create a joint venture, partnership, employer and employee or principal and agent relationship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

Capital One Services, LLC

  
Name: Monique Shivanandan  
Title: SVP + ETO Capital One

Finnoble Solutions, Inc.

.....  
Name:  
Title:

respect to this Agreement and expressly waives any and all objections it may have as to venue in any of such courts.

8.9 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10 Headings. The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

8.11 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that neither party may assign its obligations under this Agreement.

8.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective Affiliates and, unless otherwise expressly stated otherwise herein, no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

8.13 Other Instruments. Upon the request of Purchaser, Seller shall execute and deliver to Purchaser such other documents, releases, assignments and other instruments as may be required to effectuate completely the transfer and assignment to Purchaser of, and to vest fully in Purchaser Seller's rights to, the Acquired Property.

8.14 Entire Understanding. Unless otherwise stated herein, this Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.

8.15 Relationship of Parties. The parties do not intend to, and nothing in this Agreement shall be interpreted to, create a joint venture, partnership, employer and employee or principal and agent relationship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

Capital One Services, LLC

Finnoble Solutions, Inc.

\_\_\_\_\_  
Name:

Title:

  
Name:

Title: CEO

Schedule 1.1

Acquired Property, Documentation and Trademarks and Trade Names

1. Bankons Server code module
2. Bankons Android application
3. Bankons iOS application
4. Bankons website domain
5. Bankons Twitter account
6. Bankons Patent Application # 13103855
7. Bankons Trademark

Schedule 4.2(ii)

Applicable Copyright Notices

None

Schedule 4.2(v)

Exception Software

**Open Source - Generally GNU Public licenses**

- Apache Tomcat libraries [Apache license]
- DataNucleus – (JDO layer) [Apache license]
- AWS SDK/libraries ( Eclipse, Android, Java) [Apache license]
- MySQL connector [GNU]
- Jython – (Java Python) [Python License]
- GeoCoder library (address look-up library) [Creative Commons]
- JUnit - Testing framework [Creative Commons]
- WEKA – Clustering / machine learning tools [Creative Commons – bottom of page]
  - <http://www.cs.waikato.ac.nz/ml/weka/>
- Google maps [Google Terms]
- C2DM – Google push for Android / Unique Device Ids [Google terms]

**Software as a Service Accounts being transferred**

- JanRain – Universal login – pre-paid 2012
- Factual – no fee for start-ups
- AWS servers – monthly
- Fogbugz / Kiln repository - \$30 monthly

Schedule 4.9(a)

FIRST AMENDMENT TO EMPLOYMENT, CONFIDENTIAL INFORMATION,  
INVENTION ASSIGNMENT,  
NON-COMPETITION  
AND ARBITRATION AGREEMENT

(see attached)

**FIRST AMENDMENT TO EMPLOYMENT, CONFIDENTIAL INFORMATION,  
INVENTION ASSIGNMENT, NON-COMPETITION AND ARBITRATION AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT, NON-COMPETITION AND ARBITRATION AGREEMENT (this "Amendment"), dated as of March \_\_\_\_, 2012 ("Amendment Date"), is entered into by and between Finnoble Solutions, Inc., a Delaware corporation ("Company") and \_\_\_\_\_ ("Employee").

*Recitals*

A. Company and Employee entered into that certain Employment, Confidential Information, Invention Assignment, Non-Competition and Arbitration Agreement (the "Original Agreement"), dated as of \_\_\_\_\_, 201\_\_ ("Original Agreement Date").

B. Company and Employee mutually wish to amend the Original Agreement as set forth in this Amendment to clarify and confirm the original intent of the parties as set forth in the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing, Employee's continued employment with Company and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

*Agreement*

1. Inventions. Effective as of the Original Agreement Date, Section 3 of the Original Agreement is hereby amended and restated, in its entirety, to provide as follows:

"3. Inventions.

(a) Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all concepts, inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into any 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, sublicensable, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and I agreed to assign and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship,

developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I have been and am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3(f) below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act, 17 U.S.C. Section 101. I understand and agree that the decision whether or not to commercialize or market any invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's commercialization, marketing or sale of any such invention.

(c) **Inventions Assigned to the United States.** I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) **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. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company from time to time. The records will be available to and remain the sole property of the Company at all times.

(e) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure and enforce the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property 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 necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers 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 to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, 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 such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.



(f) Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and not otherwise disclosed on Exhibit A.”

2. Additional Consideration. In consideration for the execution and delivery of this Amendment, Company shall pay Employee One Hundred Dollars (\$100) on the Amendment Date.

3. At-Will Employment. Employee acknowledges that he is and remains an "at-will" employee of Company and nothing in this Agreement shall be deemed to modify Employee's status as an "at-will" employee.

4. Confirmation; Entire Agreement. Except as specifically amended by this Amendment, all provisions of the Original Agreement remain in full force and effect as provided therein. The Original Agreement, as amended by this Amendment, represents the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by a written instrument duly executed by both parties. The Agreement shall mean the Original Agreement as amended by this Amendment.

5. Signatures. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. Signatures received by facsimile, PDF file or other electronic format shall be deemed to be original signatures.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Amendment on the Amendment Date with an effective date as of the Original Agreement Date.

**FINNOBLE SOLUTIONS, INC.**

**EMPLOYEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule 4.9(b)

FIRST AMENDMENT TO CONSULTANTING AGREEMENT

(see attached)

14261.001 2011025v2

**PATENT**  
**REEL: 057101 FRAME: 0992**

## FIRST AMENDMENT TO CONSULTING AGREEMENT

THIS FIRST AMENDMENT TO CONSULTING AGREEMENT (this "Amendment"), dated as of March 22, 2012 ("Amendment Date"), is entered into by and between Finnoble Solutions, Inc., a Delaware corporation ("Company") and \_\_\_\_\_ ("Consultant").

### *Recitals*

A. Company and Consultant entered into that certain Consulting Agreement (the "Original Agreement"), dated as of \_\_\_\_\_, 201\_\_ ("Original Agreement Date").

B. Company and Consultant mutually wish to amend the Original Agreement as set forth in this Amendment to clarify the original intent of the parties as set forth in the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### *Agreement*

1. Ownership; Rights; Proprietary Information; Publicity. Effective as of the Original Agreement Date, Section 3 of the Original Agreement is hereby amended and restated, in its entirety, to provide as follows:

"2. Ownership; Rights; Proprietary Information; Publicity.

a. The Company shall be the sole owner of all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all Inventions (as defined herein) and Consultant will promptly disclose and provide all Inventions to the Company. Consultant hereby assigns, and agrees to assign, all Inventions to the Company. Consultant shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Consultant hereby irrevocably designates and appoints the Company as Consultant's agent and attorney-in-fact to act for and in Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant. Consultant shall keep and maintain adequate and current written records of all Inventions (solely or jointly with others), and agrees that said records will be available to and remain the sole property of the Company at all times. "*Inventions*," as used herein, shall mean, collectively, all inventions (whether or not patentable), works of authorship and other copyrightable material, notes, records, drawings, mask works, designations, designs, know-how, improvements, developments, concepts, discoveries, trade secrets, ideas and information, and other intellectual property made, conceived, discovered or reduced to practice, in whole or in part, by Consultant, solely or in collaboration with others, during the term of this Agreement that relate to the subject matter of, or arise out of, the Services or any Proprietary Information (as defined herein).

b. Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) that Consultant develops, learns, or obtains during the period over which Consultant is (or is supposed to be) providing Services, that relate to the Company, the Company's business, or the demonstrably anticipated business of the Company, or that are received by or for the Company in confidence, constitute "*Proprietary Information*." Consultant will hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Consultant shall not be obligated under this paragraph with respect to information that Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant.

c. Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant in confidence, if any. Consultant will not bring onto the Company's premises any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Consultant will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the work product of Consultant under this Agreement.

d. Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant owes the Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

e. Upon termination and as otherwise requested by the Company, Consultant will promptly return to the Company all items and copies containing or embodying Proprietary Information, except that Consultant may keep its personal copies of its compensation records and this Agreement.

f. Consultant recognizes and agrees that Consultant has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

g. As additional protection for Proprietary Information, Consultant agrees that during the period over which Consultant is (or is supposed to be) providing Services (i) and for one year thereafter, Consultant will not encourage or solicit any employee or consultant of the Company to leave the Company for any reason and (ii) Consultant will

not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of the Company, and Consultant will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of the Company.

h. To the extent allowed by law, Section 2.a. and any license to the Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Consultant will confirm any such ratifications and consents from time to time as requested by the Company. If any other person provides any Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for the Company's exclusive benefit.

i. If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating, technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants the Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of the Company's exercise or exploitation of the Services, Inventions, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them)."

2. Additional Consideration. In consideration for the execution and delivery of this Amendment, Company shall pay Consultant One Hundred Dollars (\$100) on the Amendment Date.

3. Confirmation: Entire Agreement. Except as specifically amended by this Amendment, all provisions of the Original Agreement remain in full force and effect as provided therein. The Original Agreement, as amended by this Amendment, represents the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by a written instrument duly executed by both parties. The Agreement shall mean the Original Agreement as amended by this Amendment.

4. Signatures. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. Signatures received by facsimile, PDF file or other electronic format shall be deemed to be original signatures.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Amendment on the Amendment Date with an effective date as of the Original Agreement Date.

**FINNOBLE SOLUTIONS, INC.**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Joshua Greenough

Name: \_\_\_\_\_

Title: CEO

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