NON-DISCLOSURE AGREEMENT

In order to evaluate and possibly enter into a business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other party identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earlier of the two signature dates below.

2. A party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other party if it is disclosed in a manner in which the Discloser reasonably communicated, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents, public agency representatives, or third-party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.

4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.

5. Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.

6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.

7. This agreement imposes no obligation to proceed with any business transaction.

8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.

9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.

10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.

11. This agreement is governed by the laws of the State of California.

DS

Google Inc.

DocuSigned by: [signature redacted]

Signature: _____
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Print Name: DeAnna Papedis

Title: Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/14/2017

Party: _____
(full company or individual name)

Signature: [redacted]

Print Name: Thomas C. Fellent

Title: Interim CEO

Address: 770 L Street

Sacramento CA 95814

Date: 8/29/17

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