

those expenses. In no event shall any expense be reimbursed later than the end of the calendar year following the calendar year in which that expense is incurred, and the amounts reimbursed in any one calendar year shall not affect the amounts reimbursable in any other calendar year. Employee's right to receive such reimbursements may not be exchanged or liquidated for any other benefit.

3. Bonus.

For each fiscal year of the Company during the Term of this Agreement, Employee will be eligible to participate in a bonus program with a target bonus set by the Board of Directors in an amount of up to 100% of Employee's annual rate of base salary. The performance criteria for purposes of determining Employee's actual bonus for each fiscal year will be established by the Board of Directors, and Employee's annual bonus for one or more of those fiscal years may be increased to include any additional amounts approved by the Board of Directors. Except as otherwise determined by the Board of Directors or set forth herein, Employee will not be entitled to a bonus payment for any fiscal year unless Employee is employed by, and in good standing with, the Company at the time such bonus payment is paid. Employee's bonus payment for each fiscal year shall in no event be paid later than the 15th day of the third month following the end of the Company's fiscal year for which such bonus is earned. Notwithstanding anything to the contrary contained herein, to the extent the bonus paid to Employee with respect to the Company's 2017 fiscal year is less than 75% of Employee's annual rate of base salary for such fiscal year then the Company shall make an additional payment to Employee with respect to such bonus so that the amount of the bonus paid to Employee equals 75% of Employee's rate of base salary for such fiscal year.

4. Restricted Stock Units and Other Equity Awards.

(a) If Employee's employment is terminated by the Company "without cause" or by Employee for "good reason" (as each term is defined below) during the Term, then upon Employee's satisfaction of the Release Condition set forth in Section 7(b) below, any and all equity awards Employee holds on the date of such termination (other than any equity award that expressly provides for more favorable treatment) will vest on an accelerated basis as to that number of additional shares in which Employee would have otherwise been vested at the time of such termination had Employee completed an additional twelve (12) months of employment with the Company and had each applicable equity award been structured so as to vest in successive equal monthly installments over the vesting schedule for that award. In no event will the number of additional shares which vest on such an accelerated basis with respect to any particular equity award exceed the number of shares unvested under that award immediately prior to the date of such termination. Except as otherwise expressly provided in the agreement evidencing a particular restricted stock unit or other equity award or to the extent another issuance date may be required to comply with any applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the shares of the common stock of the Company ("Common Stock") underlying the equity awards that vest on an accelerated basis in accordance with this Section 4(a) will be issued to Employee within the sixty (60)-day period following the date of Employee's "separation from service" (as defined below) as a result of Employee's termination "without cause" (as defined below) or Employee's resignation for "good reason" (as defined below), provided the Release required of Employee pursuant to Section 7(b) has become effective and enforceable in accordance with its terms following the expiration of the applicable revocation period in effect for that Release. However, should such sixty (60)-day period span two taxable years, the issuance shall be effected during the portion of that period that occurs in the second taxable year.

(b) If Employee's employment is terminated by the Company "without cause" or by

Employee for "good reason" (as each term is defined below) at any time during the Term and within the period commencing with the execution by the Company of a definitive agreement for a Change in Control (as defined below) and ending with the earlier of (i) the termination of that agreement without the consummation of such Change in Control or (ii) the expiration of the twenty-four (24)-month period measured from the date such Change in Control occurs, then upon Employee's satisfaction of the Release Condition set forth in Section 7(b) below, any and all equity awards Employee holds on the date of such termination will fully vest on an accelerated basis with respect to all non-vested shares of Common Stock at the time subject to those awards, except to the extent that more favorable treatment is otherwise provided in the equity award agreement. Except as otherwise expressly provided in the agreement evidencing a particular restricted stock unit or other equity award or to the extent another issuance date may be required in order to comply with any applicable requirements of Section 409A of the Code, the shares of Common Stock (or any replacement securities) underlying the equity awards that fully vest on an accelerated basis in accordance with this Section 4(b), or the proceeds of any cash retention program established in replacement of those shares pursuant to the terms of the applicable award agreement, will be issued or distributed to Employee within the sixty (60)-day period following the date of Employee's "separation from service" (as defined below) as a result of Employee's termination "without cause" (as defined below) or Employee's resignation for "good reason" (as defined below), provided the Release required of Employee pursuant to Section 7(b) has become effective and enforceable in accordance with its terms following the expiration of the applicable revocation period in effect for that Release. However, should such sixty (60)-day period span two taxable years, the issuance shall be effected during the portion of that period that occurs in the second taxable year. (c) Upon Employee's "separation from service" (as defined below) as a result of Employee's death or Disability (as defined below), any and all equity awards Employee holds on the date of such separation from service will vest on an accelerated basis as to that number of additional shares in which Employee would have otherwise been vested on the date of such separation from service had Employee completed an additional twelve (12) months of employment with the Company and had each applicable equity award been structured so as to vest in successive equal monthly installments over the vesting schedule for that award. Except as otherwise expressly provided in the agreement evidencing a particular restricted stock unit or other equity award or to the extent another issuance date may be required in order to comply with any applicable requirements of Section 409A of the Code, the shares of Common Stock underlying the equity awards that vest on an accelerated basis in accordance with this Section 4(c) will be issued on the date of such separation from service or as soon as administratively practicable thereafter, but in no event later than the later of (i) the end of the calendar year in which such separation from service occurs or (ii) the 15th day of the third calendar month following the date of such separation from service. For purposes of this Agreement, "Disability" means Employee's inability to engage in any substantial activity necessary to perform Employee's duties and responsibilities hereunder by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months. (d) The vesting acceleration provisions of this Section 4 and Section 7 will apply to all outstanding equity awards held by Employee on the Effective Date, unless the agreements evidencing those awards provide for more favorable acceleration, and those agreements, to the extent they provide for a lesser amount of acceleration, are hereby amended to incorporate the acceleration provisions of Section 4 and Section 7 of this Agreement for the period this Agreement remains in effect, and such vesting acceleration provisions will also apply to equity awards made after the Effective Date of

this Agreement unless the agreements evidencing these awards provide for more favorable acceleration. The shares subject to each equity award that vests pursuant to the vesting acceleration provisions of this Section 4 shall be issued in accordance with the applicable issuance date provisions of this Section 4, except to the extent the agreement evidencing such award provides otherwise or to the extent another issuance date may be required in order to comply with any applicable requirements of Section 409A of the Code.

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5. Policies; Procedures.

As an employee of the Company, Employee will be expected to abide by all of the Company's policies and procedures, including (without limitation) the terms of any Company handbook, insider trading policy and code of ethics in effect from time to time.

6. At Will Employment.

Notwithstanding anything to the contrary contained herein, Employee's employment with the Company is "at will" and will not be for any specified term, meaning that either Employee or the Company will be entitled to terminate Employee's employment at any time and for any reason, with or without cause or advance notice. Any contrary representations that may have been made to Employee are hereby superseded by the terms set forth in this Agreement. This is the full and complete agreement between Employee and the Company on this subject. Although Employee's job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of Employee's employment may only be changed in an express written agreement signed by Employee and the Chief Executive Officer of the Company and approved by the Board of Directors.

7. Separation from Service.

(a) Termination by Employee. If Employee terminates his or her employment with the Company for any reason other than as a result of his or her death or Disability or his or her resignation for "good reason" (as defined below), then all the obligations of the Company set forth in this Agreement will cease, other than the obligation to pay Employee, on his or her employment termination date, any earned but unpaid compensation for services rendered through that termination date and any accrued but unused vacation days as of that termination date (collectively, the "Accrued Obligations"). If Employee terminates his or her employment with the Company for "good reason" (as defined below) during the Term, then in addition to Employee's right to receive the Accrued Obligations, Employee will, upon Employee's satisfaction of the Release Condition set forth in Section 7(b) below, become entitled to the Separation Payment (as defined below) and the Additional Payments (as defined below), to the same extent as if Employee's employment had been terminated by the Company "without cause" (as defined below) during the Term, and Employee will also be entitled, in accordance with the applicable provisions of Section 4 above, to the accelerated vesting of any equity awards Employee holds at the time of such termination. Following Employee's termination of his or her employment with the Company under this Section 7(a), Employee will continue to be obligated to comply with the terms of Section 9 below. (b) Termination by the Company. If Employee's employment is terminated by the Company "without cause" (as defined below) during the Term, then in addition to Employee's right to receive the Accrued Obligations, Employee will, upon Employee's satisfaction of the Release Condition set forth below in this Section 7(b), become entitled to a cash separation payment (the "Separation Payment") in an aggregate amount equal to two (2) times the base salary at the annual rate in effect for Employee at the time. In addition, contingent upon Employee's satisfaction of the Release Condition, Employee will be eligible for the following additional separation payments (the "Additional Payments"): (I) Employee will be eligible