**Sale of [[Round of financing: AASV]] PREFERRED STOCK**

**SUMMARY OF TERMS**

Issuer: **[[Name of the Company: AASU]]**, Inc. (the “Company”).

Financing Amount: Up to **$[[Total financing amount: ABKM]].**

Type of Security: **[[Round of financing: AASV]]** Preferred Stock **(“[[Round of financing: AASV]]** Preferred”).

Price: Price per share (the “Original Purchase Price”) to be based on the fully-diluted **[[Price money is based on pre-money or post-money valuation: ABBP]]** {{post-money}} valuation of $**[[Total post-money valuation: ABKO]]**, as set forth in the post-closing capitalization of the Company on Attachment A hereto. The number of shares of Common Stock and options available for issuance under the Company's stock option plans shall be increased on a **[[Option plans shall be increased on pre-money or post-money basis: ABCR]]** {{pre-money}} basis to equal at least **[[Percentage of employee options pool: ABKP]]** % of the fully diluted capitalization of the Company following the closing of the financing.

Investors: **[[Name of Lead Investor: ABMB]] {{**Eight Partners VC Fund I, L.P., and affiliates (“8VC”)}} **$[[The amount of Lead Investor: ABCY]]**

Investors acceptable to 8VC or set forth on Attachment A **$[[The amount of other investors: ABCZ]]**

Anticipated Closing

(the “Closing”): **[[Date of anticipated closing: ABKZ]]**.

Liquidation Preference: **<<Seniority to receive in preference to any existing preferred stockholders and common stockholders: ABDE:** In the event of any liquidation or sale of the Company, the holders of **[[Round of financing: AASV]]** Preferred shall be entitled to receive in preference to the holders of any existing Preferred Stock and Common Stock a per share amount **[[Amount received regarding liquidation preference: ABDG]]** {{equal to the Original Purchase Price}} (the “Liquidation Preference”).**>>** **<<Non-participating Preferred Stock: AAUQ:** After the payment of the Liquidation Preference, the remaining assets shall be distributed to holders of Common Stock.**>>**

Automatic Conversion: **<<Automatic conversion of preferred stock upon IPO: ABDQ:** The **[[Round of financing: AASV]]** Preferred shall be automatically converted into Common Stock, at the then applicable conversion price, upon the closing of a firmly underwritten public offering of shares of Common Stock of the Company**>>** at a per share price not less than **[[Minimum offering price per share to trigger automatic conversion: ABAK]]** {{three times (3.0x) the Original Purchase Price}} (as adjusted for stock splits, dividends and the like) and **<<Minimum offering to trigger automatic conversion of preferred stock: ABDT:** for a total offering of not less than **[[Minimum proceeds to trigger automatic conversion: ABDU]]** {{$30 million (before deduction of underwriters commissions and expenses)**}}>>** or **<<Preferred stock converts upon vote of the specific series preferred stock: ABDO:** (ii) in the event that the holders of at least a majority of the outstanding **[[Round of financing: AASV]]** Preferred vote in favor of such conversion.**>>**

Board of Directors: The Company’s board of directors (“Board”) will be set at **[[The total directors in the Company: ABKQ]]** {{three directors}} as follows: (a) the holders of **[[Round of financing: AASV]]** Preferred shall elect **[[Number of directors elected by preferred holders: ABLM]]** {{one director}} who will be designated by 8VC and will initially be **[[Name of preferred initial designee: AAQW]]** (the **“[[Round of financing: AASV]]** Director”), and (b) the holders of Common Stock shall elect **[[Number of directors elected by common holders: ABLN]]** {{two directors}}, one of whom will be the then-serving Chief Executive Officer. **<<Liability insurance for directors and officers: ABKK:** The Company will maintain D&O insurance with a carrier and in an amount satisfactory to the Board.**>>**

Protective Provisions: **<<Protective provisions: AAWU:** The consent of the holders of at least a majority of the **[[Round of financing: AASV]]** Preferred shall be required for any action that, **<<Increase/decrease authorized number of shares of common stock or preferred: ABHF:** (i) increases or decreases the authorized number of shares of Common Stock or **[[Round of financing: AASV]]** Preferred**>>**, **<<Amends or waives any provisions of COI or Bylaws to affect rights of preferred: ABHE:** (ii) amends, repeals or waives any provision of the Certificate of Incorporation or Bylaws in a manner that adversely changes the rights, preferences, or privileges of the **[[Round of financing: AASV]]** Preferred**>>**, **<<Authorize or issue equity securities senior to the specific preferred or on parity with preferred: ABHG:** (iii) creates (by reclassification or otherwise) any new class or series of shares having rights, preferences or privileges senior to or on a parity with the **[[Round of financing: AASV]]** Preferred**>>**, **<<Share repurchase (subject to customary exceptions): ABLA:** (iv) results in the redemption of any shares of Preferred Stock or Common Stock (other than pursuant to equity incentive agreements or employment agreements giving the Company the right to repurchase shares upon the termination of services)**>>**, **<<Dividends, distributions: ABLA:** (v) results in the payment or declaration of any dividend on any shares of Common Stock**>>**, **<<Merger, acquisition, sale of substantially all assets: ABHI:** (vi) results in any merger, other corporate reorganization, sale of control, or other transaction in which holders of the Company’s voting securities prior to such transaction hold less than 50% of the Company’s voting securities upon the closing of such transaction, or a sale of all or substantially all of the assets of the Company**>>**, **<<Increases or decreases the size of the Board: AAXB:** (vii) increases or decreases the size of the Board>> or **<<Amends or waives any price-based anti-dilution adjustment: AAXD:**  (viii) waives or amends any price-based anti-dilution adjustment.**>>>>**

Certain Transactions: **<<Board approval on certain transactions: ABHN:** The prior approval of the Board, including the **[[Round of financing: AASV]]** Director, shall be required for any action that: **<<Create or issue debt securities: AAWZ:** (i) creates or authorizes the creation of any debt security or otherwise results in the incurrence of indebtedness for money borrowed in excess of $500,000**>>** or **<<Increases the number of shares of Common Stock reserved for issuance under any equity incentive plan: ABHO:** (ii) increases the number of shares of Common Stock reserved for issuance under any equity incentive plan.**>>>>**

Other Rights: Customary and market **<<Dividend rights: AAUD:** dividend rights>>, **<<Anti-dilution provisions: ABFE:** anti-dilution protections**>>**, **<<Preemptive rights: ABCU:** preemptive rights**>>**, **<<Information rights: ABJI:** information rights>>, **<<Right of First Refusal: ABIK:** rights of first refusal**>>**, **<<Co-Sale Rights: ABDS:** co-sale rights**>>**, **<<Registration rights: AAHQ:** registration rights and approval rights.**>>**

Fees and Expenses: The Company shall pay the reasonable fees and expenses (not to exceed **[[Cap on legal fees: ABKE]]** {{$30,000}}) of one special counsel to 8VC.

Exclusivity: The Company agrees that during the period between acceptance of this summary of terms and **[[Number of days of exclusivity period: ABGF]]** {{60 days}} thereafter, it will not enter into any agreement with any third party concerning a possible lead investment without the prior written consent of 8VC (the “Exclusivity Period”).

Confidentiality: **<<The confidentiality of term sheet: ABFZ:** The Company shall keep the terms of this letter and its existence in confidence and shall not divulge any of it to any party.**>>**

Miscellaneous: Except for the provisions labeled “Exclusivity” and “Confidentiality”, this summary of terms is not intended to create any legally binding obligations on either party, and no such obligation shall be created unless and until the parties enter into definitive written agreements.

\*.\*.\*.\*.\*.\*.\*

This summary of terms shall remain available for acceptance through 5:00 p.m. PT on **[[Expiration date of Term Sheet: ABBO]]**. The parties to this summary of terms acknowledge their agreement to the terms contained herein by signing below:

**[[Name of the Company: AASU]]** **Eight Partners VC Fund I, L.P.**

By: Eight Partners VC GP I, LLC

Its General Partner

By: By: .

Name: Name: .

Title: Title: .

Date: Date: .

**Attachment A**

**Post-Closing Capitalization**