

[Law Firm Letterhead]

[Date]

[Investor Name/Lead Investor]

[Investor Address]

[City, State, Zip Code]

**Re: Series [A] Preferred Stock Financing of [Company Name]**

Ladies and Gentlemen:

We have acted as counsel to [Company Name], a [State of Incorporation] corporation (the "Company"), in connection with the sale and issuance of shares of Series [A] Preferred Stock pursuant to the Series [A] Preferred Stock Purchase Agreement, dated as of [Date] (the "Purchase Agreement"). This opinion letter is rendered to you pursuant to Section [Number] of the Purchase Agreement.

In connection with this opinion, we have examined originals or copies of the following documents (collectively, the "Transaction Documents"):

- The Purchase Agreement;
- The Amended and Restated Certificate of Incorporation;
- The Investors' Rights Agreement;
- The Voting Agreement; and
- The Right of First Refusal and Co-Sale Agreement.

We have also examined such other corporate records, certificates, and documents as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as copies.

Based upon the foregoing, and subject to the qualifications and limitations set forth herein, we are of the opinion that:

1. Each of the Transaction Documents constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

Our opinion is subject to the following qualifications:

- (a) The effect of bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to or affecting the rights and remedies of creditors.
- (b) The effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief.

(c) We express no opinion as to the enforceability of provisions relating to indemnification, contribution, or exculpation to the extent that such provisions are contrary to public policy or applicable law.

This opinion is rendered as of the date hereof and is limited to the laws of the State of [State] and the federal laws of the United States. We assume no obligation to update this opinion.

This opinion is rendered solely for your benefit in connection with the transactions contemplated by the Transaction Documents and may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

[Law Firm Name]