
COMMON STOCK & SERIES SEED PREFERRED STOCK PURCHASE AGREEMENT

(this "Agreement"),

dated as of July 30, 2024 (the "Effective Date"), among

A. The Converting Investors

1. Heracles Capital Fund I ("Heracles");
2. FoxyFlo GmbH ("FoxyFlo");
3. Michael Schuster ("Schuster");
4. Roundtable - ContextSDK, special Limited partnership ("Roundtable 1");
5. Joe Smash Ventures GmbH ("Joe");
6. PST Beteiligungs GmbH ("PST");
7. Fund I, a series of Explorer34 Fund, LP ("Explorer34");
8. Moataz Soliman Ibrahim ("Moataz");
9. TeHoch4Quadrat GmbH ("TeHoch4Quadrat").

(the aforementioned persons under nos. A.1 through A.9
collectively, the "Converting Investors");

B. The Cash Investors

1. Heracles;
2. PST;
3. Roundtable - ContextSDK - SPV 2, special Limited partnership ("Roundtable 2");
4. Speedinvest IV EuVECA GmbH & Co KG ("SI");
5. First Momentum Ventures Fund II GmbH & Co. KG ("First Momentum");
6. Martin Price ("Price");
7. make visions capital gmbh ("Make Visions");
8. Scout Fund VII, LP ("Scout Fund");
9. Tomorrow Ventures GmbH ("Tomorrow Ventures")

(the parties listed above under nos. B.1 through B.9 collectively, the "Cash Investors" and,
the Cash Investors, together with the Converting Investors, the "Purchasers");

c. The Company

1. ContextSDK, Inc. (the "Company").

(the Purchasers and the Company, collectively, the "Parties").

TABLE OF CONTENTS

Recitals	5	§ 3.24 Disclosure.	22
Art. I. Certain Definitions	5	Art. IV. Representations and Warranties of the Purchasers	22
§ 1.1 Certain Definitions	5	§ 4.1 Authorization	22
Art. II. Purchase and Sale of Stock	7	§ 4.2 Purchase Entirely for Own Account	22
§ 2.1 Sale and Issuance of Stock	7	§ 4.3 Restricted Securities	23
§ 2.2 Closing; Delivery	8	§ 4.4 No Public Market	23
§ 2.3 Conversion and Termination of Convertible Securities	8	§ 4.5 Legends	23
Art. III. Representations and Warranties of the Company	9	§ 4.6 Accredited Investor	23
§ 3.1 Good Standing, Corporate Power and Qualification	9	§ 4.7 Foreign Investors	23
§ 3.2 Capitalization	10	§ 4.8 CFIUS Foreign Person Status	24
§ 3.3 Subsidiaries	11	§ 4.9 Sanctions	24
§ 3.4 Authorization	11	§ 4.10 No General Solicitation	24
§ 3.5 Valid Issuance of Shares	11	Art. V. Notices	24
§ 3.6 Governmental Consents and Filings	12	§ 5.1 Form	24
§ 3.7 Litigation	12	§ 5.2 Addresses	24
§ 3.8 Intellectual Property	12	§ 5.3 Change of Address	24
§ 3.9 Compliance with Other Instruments	16	Art. VI. Miscellaneous	24
§ 3.10 Agreements; Actions	16	§ 6.1 Survival of Warranties	24
§ 3.11 Certain Transactions	17	§ 6.2 Successors and Assigns	24
§ 3.12 Rights of Registration and Voting Rights	17	§ 6.3 Entire Agreement	25
§ 3.13 Tangible and Real Property	18	§ 6.4 Corporate Securities Law	25
§ 3.14 Financial Statements	18	§ 6.5 No Assignment	25
§ 3.15 Changes	18	§ 6.6 Severability	25
§ 3.16 Employee Matters	19	§ 6.7 Waivers	25
§ 3.17 Tax Returns and Payments	21	§ 6.8 Individual Agreement	25
§ 3.18 Insurance	21	§ 6.9 Counterparts	26
§ 3.19 Permits	21	§ 6.10 Electronic Signatures	26
§ 3.20 Corporate Documents	21	§ 6.11 Headings	26
§ 3.21 83(b) Elections	21	§ 6.12 Schedules	26
§ 3.22 Data Privacy	21	§ 6.13 Defined Terms	26
§ 3.23 CFIUS Representations	22	Art. VII. Governing Law, Jurisdiction	26
		§ 7.1 Governing Law	26
		§ 7.2 Dispute Resolution	26

DEFINITIONS

Affiliate	5	Converting Investors	1	Notify	24	Series Pre-Seed	
Agreement	1	DPA	22	Officer	6	Preferred Stock	7
AT OpCo	11	Effective Date	1	Open Source Software		Series Seed Preferred	
Board of Directors	10	Entity	6		15	Stock	7
Capital Stock	5	Explorer34	1	Parties	1	Shares	6
Cash Investors	1	Financial Statements	18	Person	6	SI	1
Closing	8	First Momentum	1	Personal Information	21	Standard Inbound	
Code	5	FoxyFlo	1	Preferred Stock	10	Agreements	14
Common Stock	10	GAAP	18	Price	1	Standard Outbound	
Company	1	Heracles	1	Privacy Requirements		Agreements	13
Company Code	15	Intellectual Property			21	Stock Plan	10
Company Intellectual		Rights	6	PST	1	TeHoch4Quadrat	1
Property	5	Investors' Rights		Purchasers	1	to the Company's	
Company-Controlled		Agreement	6	Reference Date	18	knowledge	6
Intellectual Property	5	Joe	1	Restated Certificate	7	Tomorrow Ventures	1
Company-Registered		Knowledge	6	Roundtable 1	1	Transaction Documents	
Intellectual Property	6	Knowledge Parties	6	Roundtable 2	1		7
Confidential Information		Make Visions	1	Schuster	1	United States GAAP	7
Agreements	15	Material Adverse Effect		Scout Fund	1		
Convertible Securities	6		6	Securities Act	6		
Convertible Security		Moataz	1	SEI Agreements	5		
Shares	8	Notices	24				

SCHEDULES

Schedule B	Simple Equity Investment Contracts
Schedule E	Details of the Parties
Schedule § 2.1(a)	Restated Certificate of Incorporation
Schedule § 3.2(c)	Capitalization of the Company as of Closing
Schedule § 3.8(j)	Company-Registered Intellectual Property

Recitals

- A. The Company is a newly formed Delaware corporation.
- B. The Converting Investors are certain legal entities and individuals that are currently creditors of the Company. Between September 22, 2023 and January 7, 2024,
 - 1. each of the Converting Investors, as lender, on the one hand; and
 - 2. OpCo, as borrower, on the other hand
 entered into those certain Simple Equity Investment Contracts (the “SEI Agreements”), pursuant to which such Converting Investor extended a loan to OpCo in a principal amount as set forth in **Schedule B** opposite such Converting Investor’s name.
- C. On May 16, 2024, the Company assumed all obligations of OpCo under the SEI Agreements, and the Converting Investors released OpCo from all its obligations thereunder.
- D. The Cash Investors are certain European and US venture capital investors.
- E. Further particulars of the Parties are listed in **Schedule E**.
- F. The Purchasers intend to purchase shares in the Company, in exchange for, in the case of
 - 1. the Converting Investors, cancellation or conversion of indebtedness or other convertible securities of the Company to Purchaser, including interest; and
 - 2. the Cash Investors, payment of the respective purchase price specified herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Art. I. Certain Definitions

§ 1.1 Certain Definitions. In this Agreement,

- (a) “Affiliate” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or investment fund now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.
- (b) “Capital Stock” means the authorized shares of the Company’s capital stock, including all classes and series of common, preferred, voting and nonvoting capital stock.
- (c) “Code” means the Internal Revenue Code of 1986, as amended.
- (d) “Company Intellectual Property” means all Intellectual Property Rights that are owned, purported to be owned by, or in-licensed to the Company, or used by the Company in the conduct of the Company’s business as now conducted.
- (e) “Company-Controlled Intellectual Property” means

- i. Intellectual Property Rights owned or purported to be owned by the Company; and
 - ii. Intellectual Property Rights exclusively in-licensed to the Company.
- (f) "Company-Registered Intellectual Property" means Company-Controlled Intellectual Property registered by the Company with any governmental authority, and applications for such registration.
- (g) "Shares" means any Capital Stock and Convertible Securities, of the Company.
- (h) "Convertible Securities" means securities, contract rights, notes, obligations, options, warrants, or other rights that are directly or indirectly exercisable for, convertible into, or exchangeable for Common Stock or other Capital Stock of the Company, but expressly excluding Capital Stock from such definition of Convertible Securities.
- (i) "Entity" means a Person other than a natural person and includes, without limitation, corporations, both non-profit and other corporations, partnerships, both limited, limited liability, general, trusts, joint ventures, limited liability companies, and unincorporated associations.
- (j) "Intellectual Property Rights" means all intellectual property rights, whether registered or unregistered, that are recognized in any jurisdiction of the world, including such rights in patents, utility models, trademarks and tradenames, copyrights, trade secrets, and domain names, and any registrations of or applications to register any of the foregoing.
- (k) "Investors' Rights Agreement" means the agreement among the Company, the Purchasers and certain other stockholders of the Company, dated on or around the date hereof.
- (l) "Knowledge" including the phrase "to the Company's knowledge" means the Knowledge Parties' actual knowledge after reasonable investigation and assuming such knowledge as the individual would have as a result of the reasonable performance of the individual's duties in the ordinary course. Additionally, for purposes of Art. III, the Company shall be deemed to have "knowledge" of a patent right only if the Company has actual knowledge of the patent right.
- (m) "Knowledge Parties" means the Officers.
- (n) "Material Adverse Effect" means a material adverse effect on the business, assets, including intangible assets, liabilities, financial condition, property, or results of operations of the Company.
- (o) "Officer" means the Chief Executive Officer and any other person who reports directly to the Board of Directors or the Chief Executive Officer.
- (p) "Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns to such Person as the context may require.
- (q) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

- (r) “Transaction Documents” means this Agreement and those other agreements entered among all or certain parties hereto with respect to the Company on or around the date hereof.
- (s) “United States GAAP” means United States of America generally accepted accounting principles.

Art. II. Purchase and Sale of Stock

§ 2.1 Sale and Issuance of Stock.

- (a) The Company shall have adopted and filed with the Secretary of State of the State of Delaware on or before Closing (as defined below) the Amended and Restated Certificate of Incorporation in the form of **Schedule § 2.1(a)** attached to this Agreement (the “Restated Certificate”).
- (b) Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase, and the Company agrees to sell and issue to each Purchaser, at the Closing (as defined below) that number and series of shares of Capital Stock, \$0.00001 par value per share, set forth opposite each Purchaser’s name in the table below, at a purchase price of, in the case of
- i. the Converting Investors, \$1.09 per share (the “Series Pre-Seed Preferred Stock”), and
 - ii. the Cash Investors, \$1.35 per share (the “Series Seed Preferred Stock”).

Purchaser	Pre-Seed Preferred Shares	Seed Preferred Shares
Felix Krause		
knallgrau Beteiligungs- und Beratungs Gesellschaft m.b.H.		
Reinhard Hafenschner		
HeraclesCapital Fund I	150,000.00	74,074.00
Foxyflo GmbH	50,000.00	
Michael Schuster	40,000.00	
Roundtable – ContextSDK special Limited partnership	209,000.00	
Joe Smash Ventures GmbH	100,000.00	
PST Beteiligungs GmbH	50,000.00	11,111.00
Fund I, a series of Explorer34 Fund, LP	9,250.00	
Moataz Soliman Ibrahim	9,250.00	
TeHoch4Quadrat GmbH	100,000.00	
Speedinvest IV EuVECA GmbH & Co KG		2,222,222.00
First Momentum Ventures		444,444.00
Martin Price		18,519.00
make visions capital gmbh		14,815.00
Sequoia Scout Fund		14,815.00
Tomorrow Ventures GmbH		14,815.00
Roundtable – ContextSDK, SPV 2 special Limited partnership		51,852.00
Sum	717,500.00	2,866,667.00

Accordingly, the purchase price payable by the Cash Investors at the Closing shall be as follows:

Cash Investor	Cash Flow
HeraclesCapital Fund I	\$99,999.90
PST Beteiligungs GmbH	\$14,999.85
Speedinvest IV EuVECA GmbH & Co KG	\$2,999,999.70
First Momentum Ventures	\$599,999.40
Martin Price	\$25,000.65
make visions capital gmbh	\$20,000.25
Sequoia Scout Fund	\$20,000.25
Tomorrow Ventures GmbH	\$20,000.25
Roundtable – ContextSDK, SPV 2 special Limited partnership	\$70,000.20
Sum	\$3,870,000.45

§ 2.2 Closing: Delivery.

- (a) The purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures, on the date following the filing pursuant to § 2.1(a) at such time as is mutually agreed upon, orally or in writing, by the Company and the Purchasers (which time and place are designated as the "Closing").
- (b) At the Closing, the Company shall deliver to each Purchaser a notice of stock issuance representing the Shares being purchased by such Purchaser, against payment of the purchase price therefor
 - i. by wire transfer, free of any bank fees, to a bank account designated by the Company; or
 - ii. by cancellation or conversion of indebtedness or other convertible securities of the Company to Purchaser, including interest,
 as the case may be.

§ 2.3 Conversion and Termination of Convertible Securities.

- (a) By executing and delivering this Agreement, each Purchaser holding one or more Convertible Securities in the form of a Simple Equity Investment Contracts issued by the Company prior to the date of this Agreement hereby irrevocably agrees that:
 - i. The aggregate face amount of all such Convertible Securities held by such Purchaser is set forth on **Schedule B** under the column heading "Loan Amount";
 - ii. Such Purchaser is the sole owner of all right, title and interest in and to the Convertible Securities corresponding to the amounts shown opposite such Purchaser's name on **Schedule B**;
 - iii. At the Closing, all of such Purchaser's Convertible Securities will automatically and without any action on the part of such Purchaser convert into the number of shares of Common Stock set forth opposite such Purchaser's name § 2.1(b) (as to any Purchaser, such shares being such Purchaser's "Convertible Security Shares"), regardless of whether any such Convertible Securities or an affidavit of loss therefor is actually delivered in original or other form to the Company, and any original Convertible Securities held by, or delivered, electronically or otherwise, to, the Company may be

cancelled, and marked cancelled, by the Company upon or following the Closing; and

- iv. As to such Purchaser, such Purchaser's Convertible Security Shares are issued in full and complete discharge and satisfaction of all obligations of the Company, including outstanding principal, interest or any other amounts, under such Purchaser's Convertible Securities, and such Convertible Securities will be terminated and of no further force or effect automatically immediately upon the Initial Closing; and
- v. The Company and its Affiliates and agents shall be entitled to deduct and withhold from the amounts deliverable pursuant to Purchaser's Convertible Securities, including any Convertible Security Shares otherwise issuable with respect thereto, such amounts, if any, as are required to be deducted and withheld under the Code or any other applicable tax law. To the extent that amounts are so deducted and withheld and duly paid over to the appropriate tax authority, such withheld amounts shall be treated for all purposes of the Transaction Agreements as having been delivered to the person in respect of whom such deduction and withholding was made. Each person holding d

Convertible Securities shall, upon request, use its commercially reasonable efforts to provide the applicable withholding agent with all necessary tax forms, including a duly executed IRS Form W-9 or appropriate version of IRS Form W-8, as applicable. Prior to withholding any amounts pursuant to this § 2.3(a)v, the Company, and its Affiliates and agents, shall use commercially reasonable efforts to notify Purchaser, and the Company and Purchaser shall cooperate in good faith to reduce or eliminate any such withholding.

- (b) The Company and each Purchaser holding a Convertible Security hereby agree that such Purchaser's Convertible Securities hereby are and will be deemed for all purposes to have been amended and modified by virtue hereof to the full extent necessary to permit and facilitate their conversion as provided in this Agreement into Convertible Security Shares, to fix the conversion price (as defined therein) at the amount per share specified in § 2.1(b)i, and, immediately upon the Closing, such Convertible Securities shall be deemed terminated in full and null, void and of no further force or effect; provided that the foregoing will not impair the right of the holder of a Convertible Security to receive the applicable number of Convertible Security Shares shown opposite such Purchaser's name in § 2.1(b) as provided above.

Art. III. Representations and Warranties of the Company

The Company hereby represents and warrants to each Purchaser that the following representations are true and complete as of the date of the Closing, except as otherwise indicated.

- § 3.1 Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact

business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

§ 3.2 Capitalization of the Company.

- (a) The authorized capital of the Company consists, immediately prior to the Closing, of
 - i. 12,000,000 shares of common stock, par value \$0.00001 per share (the “Common Stock”), 10,000,000 of which are issued and outstanding immediately prior to the Initial Closing; and
 - ii. 3,584,167 shares of preferred stock, \$0.00001 par value per share (the “Preferred Stock”), of which 717,500 shares have been designated Series Pre-Seed Preferred Stock and 2,866,667 shares have been designated Series Seed Preferred Stock, none of which are issued and outstanding immediately prior to the Closing. The rights, privileges and preferences of the Preferred Stock are as stated in the Restated Certificate and as provided by the Delaware General Corporation Law.
 - iii. All of the outstanding shares of capital stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws. The Company holds no capital stock in its treasury.
- (b) The Company has reserved 1,177,617 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its 2024 Equity Stock Option Plan duly adopted by the Board of Directors of the Company (the “Board of Directors”) and approved by the Company stockholders (the “Stock Plan”). Of such reserved shares of Common Stock, all remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan. The Company has furnished to the Purchasers complete and accurate copies of the Stock Plan and forms of agreements used thereunder.
- (c) **Schedule § 3.2(c)** sets forth the summary capitalization of the Company immediately following the Closing including the aggregate number of shares of, or issuable pursuant to, each of the following:
 - i. issued and outstanding Common Stock, including, with respect to restricted Common Stock, vesting schedule and repurchase price;
 - ii. outstanding stock options, including vesting schedule and exercise price;
 - iii. shares of Common Stock reserved for future award grants under the Stock Plan;
 - iv. issued and outstanding Preferred Stock, by series; and
 - v. warrants or stock purchase rights, if any.

Except as otherwise agreed with the Purchasers in connection herewith, there are no outstanding options, warrants, rights, including conversion or preemptive rights and rights of first refusal or similar rights or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Preferred

Stock, or any securities convertible into or exchangeable for shares of Common Stock or Preferred Stock.

- (d) The Company has obtained valid waivers of any rights by other parties to purchase any of the Shares covered by this Agreement.

§ 3.3 Subsidiaries.

- (a) The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity, other than its 100% ownership in ContextSDK GmbH, an Austria limited liability company, with its business address Gentzgasse 6/5, 1180 Vienna, Austria ("AT OpCo"). The Company is not a participant in any joint venture, partnership or similar arrangement.
- (b) The total share capital of AT OpCo amounts to EUR 35,000 as of the signing date of the Agreement. It has been paid up in the amount of EUR 5,000 in cash. AT OpCo has not conveyed any benefits, by way of capital decreases, distributions of profit, or otherwise, to its present or former shareholders. All of the shares of AT OpCo have been duly authorized and validly issued.
- (c) No share capital, or other capital-similar instruments relating to the past, present or future income or profits, reserves or liquidation surpluses of AT OpCo, including, but not limited to, convertible bonds, profit-sharing bonds or other bonds, are issued and outstanding.
- (d) The shares in AT OpCo are not subject to any liabilities for further capital calls. Silent partnerships, loans with profit participation, royalties or any other obligations with respect to a participation in the earnings of the AT OpCo do not exist.

§ 3.4 Authorization. All corporate action required to be taken by the Board of Directors and the Company's stockholders in order to authorize the Company to enter into the Transaction Agreements, and to issue the Shares at the Closing, has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Shares has been taken. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except

- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally;
- (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies; or
- (c) to the extent any agreed indemnification provisions may be limited by applicable federal or state securities laws.

§ 3.5 Valid Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer

under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Art. IV of this Agreement and subject to any filings described in § 3.6 below, the Shares will be issued in compliance with all applicable federal and state securities laws. Upon issuance, in accordance with the terms of the Restated Certificate, the Common Stock issuable upon conversion of the Shares will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 3 of this Agreement and in the Voting Agreement, the Common Stock issuable upon conversion of the Shares will be issued in compliance with all applicable federal and state securities laws.

§ 3.6 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchasers in Art. IV, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to applicable securities laws, which have been made or will be made in a timely manner.

§ 3.7 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company's knowledge, currently threatened

- (a) against the Company or any Officer or director of the Company arising out of their employment or Board of Directors relationship with the Company;
- (b) to the Company's knowledge, that questions the validity of the Transaction Agreements or the right of the Company to enter into them, or to consummate the transactions contemplated by the Transaction Agreements; or
- (c) that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

Neither the Company nor, to the Company's knowledge, any of its Officers or directors is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, in the case of Officers or directors, such as would affect the Company. There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing, or any basis therefor known to the Company, involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

§ 3.8 Intellectual Property.

- (a) The Company owns, possesses, has developed, or has acquired on commercially reasonable terms, legal rights to all Company Intellectual Property sufficient to carry out its business as now conducted.
- (b) No past or current product or service or activity of the Company has infringed or violated, or infringes or otherwise violates any Intellectual Property Rights of a third

Person; provided that the foregoing representation is made to the Company's knowledge.

- (c) To the Company's knowledge, by conducting the Company's business as currently conducted or as presently proposed, the Company would not infringe or violate any of the Intellectual Property Rights of a third Person. The Company has not received any unsolicited offers to license any Intellectual Property Rights from any third Person.
- (d) To the Company's knowledge, no third Person is presently infringing any Company-Controlled Intellectual Property in a way that is expected to have a Material Adverse Effect.
- (e) Other than pursuant to:
 - i. standard end-user license or services agreements for the Company's products and services on substantially the Company's standard forms made available to the Purchasers;
 - ii. customary nondisclosure agreements entered into by the Company in the ordinary course of business that do not include any terms
 - A. granting the right to use residuals;
 - B. assigning Intellectual Property Rights;
 - C. granting express license rights; or
 - D. constituting a covenant not to assert Intellectual Property Rights;
 - iii. nonexclusive feedback licenses and nonexclusive licenses to use trademarks, in each case that are incidental to the subject matter of the applicable agreement in which they are incorporated; and
 - iv. licenses to a service provider solely for the purpose of allowing such service provider to provide services to the Company

(collectively, "Standard Outbound Agreements"), the Company has not granted to a third Person any options, licenses, covenants not to assert, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company-Controlled Intellectual Property that are material to the Company's business as now conducted.

- (f) Other than pursuant to:
 - i. standard license or services agreements for commercially available software products and cloud services non-exclusively licensed to Company under standard terms;
 - ii. backup licenses from employees and contractors granted in connection with providing services to the Company;
 - iii. licenses to Open Source Software,
 - iv. customary nondisclosure agreements entered into by the Company in the ordinary course of business that do not include any terms

- A. granting the right to use residuals;
 - B. assigning Intellectual Property Rights;
 - C. granting express license rights; or
 - D. constituting a covenant not to assert Intellectual Property Rights;
- v. nonexclusive feedback licenses and nonexclusive licenses to use trademarks, in each case that are incidental to the subject matter of the applicable agreement in which they are incorporated; and
- vi. licenses to the Company solely for the purpose of enabling the Company to provide services to the licensor (collectively, "Standard Inbound Agreements"),
- (g) the Company is not bound by or a party to any options, licenses, covenants not to assert or other grants or agreements of any kind with respect to Intellectual Property Rights of any third Person that are material to the Company's business as now conducted.
- (h) The Company has taken commercially reasonable measures to maintain and protect all confidential information and trade secrets of the Company that the Company intended to maintain as confidential or a trade secret. To the Company's knowledge, there has been no unlawful, accidental or unauthorized access to or use or disclosure of any confidential information and trade secrets of the Company that the Company intended to maintain as confidential or a trade secret.
- (i) *IP Assignments and Non-Disclosure Agreements.*
 - i. Each current and former employee of the Company has assigned to the Company all Intellectual Property Rights that such employee has solely or jointly conceived, reduced to practice, developed, or made during the period of employment with the Company that:
 - A. relate, at the time of conception, reduction to practice, development, or making of such Intellectual Property Right, to the Company's business as then conducted or as then proposed to be conducted;
 - B. were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or information; or
 - C. resulted from such individual's performance of services for the Company.
 - ii. Each current and former consultant of the Company who was involved in the development of any material Intellectual Property Rights for the Company or that are otherwise owned or purported to be owned by the Company has assigned to the Company all Intellectual Property Rights that such consultant has solely or jointly conceived, reduced to practice, developed, or made during the period of its consulting relationship with the Company that resulted from such consultant's performance of services for the Company.

- iii. Each such employee and consultant has executed an agreement with the Company regarding confidentiality and proprietary information, and assignment of Intellectual Property Rights developed by or for the Company, substantially in the form or forms made available to the Purchasers or their respective counsel (the “Confidential Information Agreements”).
 - iv. No such employee or consultant has excluded Intellectual Property Rights from the assignment of Intellectual Property Rights pursuant to such Person’s Confidential Information Agreement, which excluded Intellectual Property Rights would be material to the Company in the conduct of the Company’s business as now conducted or currently proposed to be conducted.
 - v. The Company is not aware that any current or former employee or consultant is in violation of any Confidential Information Agreement.
- (j) **Schedule § 3.8(j)** lists all Company-Registered Intellectual Property, and all material domain names that are Company-Controlled Intellectual Property.
- (k) The Company has not embedded, used, linked or distributed any open source, software, technologies or other materials that are licensed or distributed under any license arrangement or other distribution model qualifying for the “Open Source” definition promulgated by the Open Source Initiative at www.opensource.org/osd or any other public domain or “community” (or similar) materials (collectively “Open Source Software”) in connection with any of its products or services or proprietary materials in any manner that requires, or purports to require,
 - i. any material software code owned or authored by or on behalf of the Company (“Company Code”) to be disclosed or distributed in source code form or be licensed for the purpose of making derivative works;
 - ii. any restriction on the consideration to be charged for the distribution of any such Company Code;
 - iii. the grant to any third Person of any rights or immunities under material Company-Controlled Intellectual Property; or
 - iv. any other material limitation, restriction or condition on the right of the Company with respect to its use or distribution of any material Company-Controlled Intellectual Property, other than attribution, warranty and liability disclaimer, and notice delivery conditions. The Company is in material compliance with all licenses for Open Source Software that it embeds, links to, uses or distributes.
- (l) No government funding, facilities of a university, college, hospital, foundation, other educational institution or research center, or other funding from third Persons provided specifically for research and development was used in the development of any Company Controlled Intellectual Property in a manner that has resulted in such entity retaining any claim of ownership or right to use any such Company-Controlled Intellectual Property. To the Company’s knowledge, no Person who was involved in, or who contributed to, the creation or development of any Company Controlled Intellectual Property, has performed services for the government, university, college, hospital, foundation, or other educational institution or research center in a

manner that would affect Company's rights in the Company Controlled Intellectual Property.

§ 3.9 Compliance with Other Instruments.

- (a) The Company is not in violation or default
 - i. of any provisions of its Restated Certificate or Bylaws;
 - ii. of any instrument, judgment, order, writ or decree;
 - iii. under any note, indenture or mortgage;
 - iv. under any lease, agreement, contract or purchase order to which it is a party or by which it is bound; or
 - v. to the Company's knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect.
- (b) The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either
 - i. a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or
 - ii. an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

§ 3.10 Agreements; Actions.

- (a) Except for the Transaction Agreements, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound that involve
 - i. obligations, contingent or otherwise, of, or payments to, the Company in excess of \$50,000, other than (i) employment agreements and offer letters; and (ii) freelancer agreements with the Company's CTO and other senior developers; or
 - ii. side letter agreements not otherwise disclosed pursuant to any other representation.
- (b) The Company has not
 - i. declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock;
 - ii. incurred any indebtedness for money borrowed other than pursuant to the SEI Agreements;
 - iii. made any loans or advances to any Person, other than ordinary advances for business expenses; or

- iv. sold, exchanged or otherwise disposed of any material portion of its assets or rights, other than in the ordinary course of business.

- (c) The Company is not a guarantor or indemnitor of any indebtedness of any other Person.

§ 3.11 Certain Transactions.

- (a) Other than

- i. standard employee benefits generally made available to all employees, standard employee offer letters and Confidential Information Agreements;
- ii. standard director and officer indemnification agreements approved by the Board of Directors;
- iii. the purchase of shares of the Company's capital stock and the issuance of options to purchase shares of the Company's Common Stock, in each instance, approved in the written minutes of the Board of Directors; and
- iv. the Transaction Agreements,

there are no agreements, understandings or proposed transactions between the Company and any of its Officers or directors, or any Affiliate thereof.

- (b) The Company is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing, other than in connection with expenses or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company or, to the Company's knowledge, have any

- i. material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with the Company or any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors;
- ii. direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company except that directors, officers, employees or stockholders of the Company may own stock in, but not exceeding 2% of the outstanding capital stock of, publicly traded companies that may compete with the Company; or
- iii. financial interest in any material contract with the Company.

§ 3.12 Rights of Registration and Voting Rights. Except as provided in the Investors' Rights Agreement, the Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. To the Company's knowledge, except as contemplated in the Voting Agreement, no stockholder of the Company has entered into any agreements with respect to the voting of capital shares of the Company.

§ 3.13 Tangible and Real Property. The tangible and real property and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the tangible and real property and assets it leases, the Company is in compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. The Company does not own any real property.

§ 3.14 Financial Statements

- (a) The Company has delivered to each Purchaser AT OpCo's monthly balance lists up until December 31, 2023 (the "Reference Date") (the "Financial Statements"). The Financial Statements have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods indicated. Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than
- i. liabilities incurred in the ordinary course of business subsequent to the Reference Date;
 - ii. obligations under contracts and commitments incurred in the ordinary course of business; and
 - iii. liabilities and obligations of a type or nature not required under GAAP to be reflected in the Financial Statements, which, in all such cases, individually and in the aggregate would not have a Material Adverse Effect.

The Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with GAAP.

§ 3.15 Changes. Since the Reference Date, there has not been:

- (a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect;
- (b) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect;
- (c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;
- (d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Material Adverse Effect;
- (e) any material change to a material contract or agreement by which the Company or any of its assets is bound or subject;
- (f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

- (g) any resignation or termination of employment of any Officer;
- (h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;
- (i) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;
- (j) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;
- (k) any sale, assignment or transfer by the Company of any Company-Controlled Intellectual Property that could reasonably be expected to result in a Material Adverse Effect;
- (l) receipt of notice that there has been a loss of, or material order cancellation by, any major customer of the Company;
- (m) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or
- (n) any arrangement or commitment by the Company to do any of the things described in this Section 2.15.

§ 3.16 Employee Matters.

- (a) To the Company's knowledge, none of its employees is obligated under any contract, including licenses, covenants or commitments of any nature, or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will, to the Company's knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.
- (b) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental

entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

- (c) To the Company's knowledge, no Officer intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as an employee. The Company does not have a present intention to terminate the employment of any of the foregoing. The employment of each employee of the Company is terminable at the will of the Company. Upon termination of the employment of any such employees, no severance or other payments will become due. The Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.
- (d) The Company has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth in the minutes of meetings of, or actions taken by unanimous written consent by, the Board of Directors.
- (e) Each former officer or other employee who reported to the Chief Executive Officer, Chief Financial Officer, or Board of Directors has entered into an agreement with the Company providing for the full release of any claims against the Company or any related party arising out of such employment.
- (f) The Company is not bound by or subject to, and none of its assets or properties is bound by or subject to, any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the knowledge of the Company, has sought to represent any of the employees, representatives or agents of the Company. There is no strike or other labor dispute involving the Company pending, or to the Company's knowledge, threatened, which could have a Material Adverse Effect, nor is the Company aware of any labor organization activity involving its employees.
- (g) To the Company's knowledge, none of the Officers or directors of the Company has been
 - i. subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for such person's business or property;
 - ii. convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);
 - iii. subject to any order, judgment or decree, not subsequently reversed, suspended, or vacated, of any court of competent jurisdiction permanently or temporarily enjoining such person from engaging, or otherwise imposing limits or conditions on such person's engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or
 - iv. found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission

to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

- § 3.17 Tax Returns and Payments. There are no income or other material taxes due and payable by the Company that have not been timely paid and no material withholding taxes required to be withheld by the Company that have not been withheld and timely paid over to the appropriate governmental agency. There have been no examinations or audits with respect to any taxes or tax returns of the Company, by any applicable federal, state, county, local or foreign governmental agency, and the Company has not received written notice of an intent to commence any such examination or audit that remains outstanding. The Company has duly and timely filed all income or other material tax returns required to have been filed by it, and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.
- § 3.18 Insurance. The Company is currently not party to any insurance policies.
- § 3.19 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.
- § 3.20 Corporate Documents. The Certificate of Incorporation and Bylaws of the Company as of the date of this Agreement are in the form made available to the Purchasers. The copy of the minute books of the Company made available to the Purchasers contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects in all material respects all actions by the directors, and any committee of directors, and stockholders.
- § 3.21 83(b) Elections. To the Company's knowledge, all elections and notices under Section 83(b) of the Code have been or will be timely filed by all individuals who have acquired unvested shares of the Company's Common Stock.
- § 3.22 Data Privacy.
- (a) In connection with the collection, storage, use, access, disclosure and/or other processing of any information that constitutes "personal information," "personal data," "personally identifiable information" or analogous term as defined in applicable laws (collectively, "Personal Information"), by or on behalf of the Company, to the Company's knowledge, the Company is and has been' in compliance in all material respects with the following (collectively, "Privacy Requirements"):
- i. all applicable laws governing privacy or data security in all relevant jurisdictions relating to data loss, data theft, and security breach notification obligations, telephone or text message communications, artificial intelligence and automated decision-making, or marketing by email or other channels;
 - ii. the Company's published privacy policies; and
 - iii. the privacy or data security requirements of any contracts, codes of conduct, or industry standards by which the Company is legally bound.

- (b) The Company maintains and has maintained reasonable physical, technical, and administrative security measures and policies designed to protect all Personal Information owned, stored, used, maintained or controlled by or on behalf of the Company from and against unlawful, accidental or unauthorized access, destruction, loss, use, modification, disclosure, and/or other processing.
 - (c) To the Company's knowledge, there has been no material unlawful, accidental or unauthorized access to, or destruction, loss, use, modification, disclosure, or other processing of, Personal Information owned, stored, used, maintained or controlled by or on behalf of the Company.
- § 3.23 CFIUS Representations. The Company does not engage in (a) the design, fabrication, development, testing, production or manufacture of one or more "critical technologies" within the meaning of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "DPA"); (b) the ownership, operation, maintenance, supply, manufacture, or servicing of "covered investment critical infrastructure" within the meaning of the DPA (where such activities are covered by column 2 of Appendix A to 31 C.F.R. Part 800); or (c) the maintenance or collection, directly or indirectly, of "sensitive personal data" of U.S. citizens within the meaning of the DPA. The Company has no current intention of engaging in such activities in the future.
- § 3.24 Disclosure. The Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Shares. No representation or warranty of the Company contained in this Agreement, as qualified, if applicable, and no certificate furnished or to be furnished to Purchasers at the Closing contains any untrue statement of a material fact or, to the Company's knowledge, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

Art. IV. Representations and Warranties of the Purchasers

Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that:

- § 4.1 Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable against such Purchaser in accordance with their terms, except
- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies; or
 - (b) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.
- § 4.2 Purchase Entirely for Own Account. The Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Purchaser has no

present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares. The Purchaser, if it is a legal entity, has not been formed for the specific purpose of acquiring the Shares.

§ 4.3 Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Shares. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

§ 4.4 No Public Market. The Purchaser understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

§ 4.5 Legends. The Purchaser understands that the Shares and any securities issued in respect of or exchange for the Shares, may be notated with one or all of the following legends:

- (a) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.";
- (b) any legend set forth in, or required by, the other Transaction Agreements; and
- (c) any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate, instrument, or book entry so leg ended.

§ 4.6 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

§ 4.7 Foreign Investors. If the Purchaser is not a United States person, as defined by Section 7701(a)(30) of the Code, the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including

- (a) the legal requirements within its jurisdiction for the purchase of the Shares;
- (b) any foreign exchange restrictions applicable to such purchase;
- (c) any governmental or other consents that may need to be obtained; and
- (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares.

The Purchaser's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

§ 4.8 CFIUS Foreign Person StatusSanctions. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners, is a Sanctioned Party.

§ 4.10 No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder

- (a) engaged in any general solicitation; or
- (b) published any advertisement in connection with the offer and sale of the Shares.

Art. V. Notices

§ 5.1 Form. All notices, communications and declarations of will which are made pursuant to, or in connection with, this Agreement shall be made in writing in the English language and shall be transmitted by hand, by post or by fax to the Parties at the addresses, and marked for the attention of the persons, set out in § 5.2 below (such notices, communications, declarations issued in accordance with the foregoing collectively "Notices ", and the giving of such Notices, to "Notify").

§ 5.2 Addresses. Deliveries to the Parties shall, subject to any changes Notified to the other Parties, be made to the addresses set forth in Schedule E; provided that delivery and receipt of a Notice to a "with a copy to" recipient shall neither constitute nor replace delivery to and receipt by a respective Party and that delivery to and receipt by such "with a copy to" recipient shall not be required to effect receipt of a Notice by a Party.

§ 5.3 Change of Address. Any change of address shall only become effective once Notified by the respective Party to all other Parties.

Art. VI. Miscellaneous

§ 6.1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

§ 6.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing

in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

- § 6.3 Entire Agreement. This Agreement and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.
- § 6.4 Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED UNLESS THE SALE IS SO EXEMPT.
- § 6.5 No Assignment. No Party shall be entitled to assign any rights or claims under this Agreement without the prior written consent of the other Parties hereto; provided for the avoidance of doubt that heirs and/or legatees of any Shareholder shall become legal successors of such respective Shareholder in respect of this Agreement, and all rights and obligations thereunder, in accordance with applicable law applying in respect of such legal succession.
- § 6.6 Severability. If one or more provisions of this Agreement are or become wholly or partially invalid, void or unenforceable, this shall not affect the validity of the other provisions of this Agreement. The same shall apply if this Agreement contains a contractual omission. Instead of the invalid, void or unenforceable provision, the Parties shall agree on an arrangement which comes as close as legally possible to what the Parties were trying to achieve with the invalid, void or unenforceable provision, or, as the case may be, the invalid, void or unenforceable part thereof. In the event that a contractual omission needs to be filled, an arrangement shall be agreed upon which, in accordance with the purpose and intent of this Agreement, comes as close as possible to what the Parties would have agreed upon if they had thought about the matter at the time of conclusion of this Agreement. The provisions of this § 6.6 shall not be construed as merely shifting the burden of proof (keine reine Beweislastregel), but shall apply absolutely.
- § 6.7 Waivers. Except as specifically provided herein, the Parties agree that no failure or delay on the part of any Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof. No extension of time for the performance of any obligations or act hereunder shall be deemed an extension of time for the performance of any other obligation or act.
- § 6.8 Individual Agreement. The content of this Agreement has been individually negotiated by the Parties and the fact that one Party drafted and/or revised this Agreement or parts thereof shall not give reason to interpret this Agreement or parts thereof to its detriment.

§ 6.9 Counterparts. This Agreement is executed in the form of an Austrian notarial deed. Each Party is entitled to request certified copies from the notary public on its own cost at any time.

§ 6.10 Electronic Signatures.

- (a) This Agreement and any amendments hereto, to the extent signed and delivered by means of electronic signature, including DocuSign, or by facsimile, email, or other electronic transmission, shall be treated in all respects and for all purposes as an original signature. Each party agrees that any electronic signatures, facsimile, or other electronic transmission of this Agreement shall be deemed to be the valid and binding act of the party affixing such electronic signature, and such electronic signatures shall be fully enforceable as originals against the party affixing the electronic signature.
- (b) By executing this Agreement, each party hereby consents to the use of electronic signatures, facsimiles, or other electronic transmissions for the execution of this Agreement and any amendments hereto, and acknowledges that the Uniform Electronic Transactions Act (Delaware Code Title 6, Subtitle II, Chapter 12A) and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) apply to the execution of this Agreement.

§ 6.11 Headings. The headings in this Agreement are merely for convenience. They shall be disregarded for the purposes of interpreting this Agreement.

§ 6.12 Schedules. The Schedules to this Agreement shall form an integral part of this Agreement.

§ 6.13 Defined Terms. In case of defined terms, any reference to the singular includes a reference to the plural and *vice versa*, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and *vice versa* and, unless the context clearly indicates the contrary. the word “including” shall be deemed to be followed by the words “without limitation”.

Art. VII. Governing Law, Jurisdiction

§ 7.1 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware; provided that the transfer of shares in AT OpCo shall be governed by Austrian law.

§ 7.2 Dispute Resolution.

- (a) The parties
 - i. hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement;
 - ii. agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware; and

- iii. hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.
- (b) **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, INCLUDING NEGLIGENCE, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

THE NEXT PAGE IS A SIGNATURE PAGE

IN WITNESS WHEREOF the Parties to this Agreement have caused this Agreement to be duly executed on the date written at the beginning of this Agreement.

Signed by:
Eric Seufert, on behalf of HeraclesCapital Fund I
66DC4A1D25F5413...
HERACLES CAPITAL FUND I

DocuSigned by:
Florian Gschwandtner
D4D5B432FEC0479...
FOXYFLO GMBH

Signiert von:
Michael Schuster
12AA8B62EDA94E7...
MICHAEL SCHUSTER

DocuSigned by:
Evan Testa
7689C9FE0E6549C...
**ROUNDTABLE - CONTEXTSDK,
SPECIAL LIMITED PARTNERSHIP**
BY: ROUNDTABLE LUX OPS SARL, ITS MANAGER

DocuSigned by:
Evan Testa
7689C9FE0E6549C...
**ROUNDTABLE - CONTEXTSDK - SPV 2,
SPECIAL LIMITED PARTNERSHIP**
BY: ROUNDTABLE LUX OPS SARL, ITS MANAGER

Signed by:
Johannes Moser, on behalf of Joe Smash Ventures GmbH
756F5E3E3693443...
JOE SMASH VENTURES GMBH

Signed by:
Per C
A39EA8589CF241A...
PST BETEILIGUNGS GMBH

Signed by:
Joshua Cowdin
1AC732B6F8914F9...
FUND I, A SERIES OF EXPLORER34 FUND, LP
BY: FUND GP, LLC, ITS GENERAL PARTNER
BY: BELLTOWER FUND GROUP, LTD., AGENT
BY: JOSHUA COWDIN, AUTHORIZED PERSON

Signed by:
Moataz Soliman Ibrahim
F39A88FBE20F479...
MOATAZ SOLIMAN IBRAHIM

Signiert von:
Holger Temme
EB81460EAB614E9...
TEHOCH4QUADRAT GMBH

DocuSigned by:
Oliver Holle
6F54FEC3A2A54FB...
SPEEDINVEST IV EUVECA GMBH & CO KG

Signiert von:
Schme
64591B2C46994D9...
**FIRST MOMENTUM VENTURES FUND II GMBH & CO.
KG**

Signed by:
Martin Price
1BA6040537804ED...
MARTIN PRICE

DocuSigned by:
St. Blum
75045E6A0B284F0...
MAKE VISIONS CAPITAL GMBH

Signed by:
Anna Swank
F7241CA175CB4E2...
SCOUT FUND VII, LP

DocuSigned by:
Y
7C846F357BD84E5...
TOMORROW VENTURES GMBH

Signiert von:
Dieter Rappold, on behalf of ContextSDK, Inc.
18BB02E89A84405...
CONTEXTSDK, INC.

Schedule B

Simple Equity Investment Contracts

Lenders	Signing Date	Discount	Loan Amount	Cap (post-money)	Maturity Date
HeraclesCapital Fund I	24.10.2023	20.00%	€ 150,000.00	€ 10,000,000.00	30.06.2026
Foxyflo GmbH	06.11.2023	20.00%	€ 50,000.00	€ 10,000,000.00	30.06.2026
Michael Schuster	27.11.2023	20.00%	€ 40,000.00	€ 10,000,000.00	30.06.2026
Roundtable – ContextSDK special Limited partnership	13.11.2023	20.00%	€ 209,000.00	€ 10,000,000.00	30.06.2026
Joe Smash Ventures GmbH	28.09.2023	20.00%	€ 100,000.00	€ 10,000,000.00	30.06.2026
PST Beteiligungs GmbH	22.09.2023	20.00%	€ 50,000.00	€ 10,000,000.00	30.06.2026
Fund I, a series of Explorer34 Fund	02.10.2023	20.00%	€ 9,250.00	€ 10,000,000.00	30.06.2026
Moataz Soliman Ibrahim	24.10.2023	20.00%	€ 9,250.00	€ 10,000,000.00	30.06.2026
TeHoch4Quadrat GmbH	07.01.2024	20.00%	€ 100,000.00	€ 10,000,000.00	30.06.2026

Schedule E
Details of the Parties

1. HeraclesCapital Fund I, Heracles Capital Fund I, 1804 E 14th Street, Austin, TX, 78702;
2. FoxyFlo GmbH, Böhmerwaldstrasse 18/19.1, 4020 Linz, Austria;
3. Michael Schuster, born May 22nd, 1980, resident at Lerchenfelder Strasse 66- 68/2/49, 1080 Vienna, Austria;
4. Roundtable - ContextSDK, special Limited partnership, incorporated in Luxembourg, having its registered office at 16, rue Robert Stümper, L - 2557 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B281226, represented by Evan Testa agent of the manager Roundtable Lux Ops SARL;
5. Roundtable - ContextSDK - SPV 2, special Limited partnership, incorporated in Luxembourg, having its registered office at 16, rue Robert Stümper, L - 2557 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B288035, represented by Evan Testa agent of the manager Roundtable Lux Ops SARL;
6. Joe Smash Ventures GmbH, Tellenhang 3b, 6858 Schwarzach, Austria, FN 598335;
7. PST Beteiligungs GmbH, Siebensterngasse 15/15, 1070 Vienna, Austria, FN 569625;
8. Fund I, a series of Explorer34 Fund, LP, PO Box 3217, Seattle, WA 98114;
9. Moataz Soliman Ibrahim, born August 30th, 1990, resident at 855 El Camino real st. Suite 13A-111, Palo Alto, California, USA 94301;
10. TeHoch4Quadrat GmbH, Adolf Sturm Straße 18, 82211 Herrsching, Germany, HRB 274694;
11. Speedinvest IV EuVECA GmbH & Co KG, Praterstraße 1/3rd floor, 1020 Vienna, Austria, registered with the commercial court Vienna under registration number FN 572350t;
12. First Momentum Ventures Fund II GmbH & Co. KG, Roonstr. 23 a, 76137 Karlsruhe, registered with the commercial registry of the local court of Mannheim under HRA 710275;
13. Martin Price, resident 708 Long Bridge Street apt 1606, San Francisco, CA 94158;
14. make visions capital gmbH, Salzburger Straße 24a, A-5550 Radstadt, Austria; registered as FN 552304m;
15. Scout Fund VII, LP, 2800 Sand Hill Rd, Suite 101, Menlo Park CA 94025;
16. Tomorrow Ventures GmbH, Austrian Limited Liability Company, Marxergasse 24/2/EG, 1030 Vienna, Austria; and
17. ContextSDK, Inc., with its address 169 Madison Ave, #2895 New York, NY 10016, United States.



AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

CONTEXTSDK, INC.

(Pursuant to Section 242 and 245 of the General
Corporation Law of the State of Delaware)

TABLE OF CONTENTS

Art. 1	Name	3	§ 6.5.	Conversion	10
Art. 2	Address	3	§ 6.6.	Redeemed or Otherwise Acquired	
Art. 3	Business	3		Shares	20
Art. 4	Classes of Stock	3	§ 6.7.	Waiver	20
Art. 5	Common Stock	4	§ 6.8.	Notices	20
	§ 5.1.	General			
	§ 5.2.	Voting			
Art. 6	Preferred Stock	4	Art. 7	Bylaws	20
	§ 6.1.	Dividends			
	§ 6.2.	Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales	Art. 8	Board of Directors	20
	§ 6.3.	Voting		§ 8.1.	Number of Directors
	§ 6.4.	Preferred Stock Protective Provisions		§ 8.2.	Director Elections
		10	Art. 9	Stockholder Meetings	21
			Art. 10	Director Liability	21
			Art. 11	Indemnification	21
			Art. 12	Derivative Actions	21
			Art. 13	Severability	22
			Art. 14	Share Repurchases	22

DEFINITIONS

Additional Consideration	8	Convertible Securities	13	Option	13	Requisite Holders	6
Additional Shares of Common Stock	12	Corporation	3	Original Issue Date	13	Series Pre-Seed	
Available Proceeds	7	Deemed Liquidation		Preferred Directors	9	Preferred Stock	3
Board of Directors	3	Event	6	Preferred Liquidation		Series Seed Preferred	
Common Stock	3	DLE Redemption Date	7	Amount	5	Stock	3
Conversion Price	10	Exempted Securities	12	Preferred Original Issue		Transaction Document	7
Conversion Rights	10	General Corporation		Price	5		
Conversion Time	12	Law	3	Preferred Stock	3		
		Initial Consideration	8	Redemption Notice	7		
				Requisite Directors	9		

CONTEXTSDK – CERTIFICATE OF INCORPORATION

ContextSDK, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “General Corporation Law”),

DOES HEREBY CERTIFY:

1. that the name of this corporation is ContextSDK, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on January 25, 2024.
2. That the Board of Directors of this corporation (the “Board of Directors”) duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

Art. 1 Name

§ 1.1. The name of this corporation is ContextSDK, Inc. (the “Corporation”).

Art. 2 Address

§ 2.1. The address of the registered office of the Corporation in the State of Delaware is 651 N Broad St, Suite 201, Middletown 19709, New Castle. The name of its registered agent at such address is Legalinc Corporate Services, Inc.

Art. 3 Business

§ 3.1. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

Art. 4 Classes of Stock

§ 4.1. The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 15,584,167. The Corporation has two classes of stock, referred to as Common Stock and Preferred Stock. There are 12,000,000 shares of authorized Common Stock, \$0.00001 par value per share (“Common Stock”), and 3,584,167 shares of authorized Preferred Stock, \$0.00001 par value per share (“Preferred Stock”), of which 717,500 shares have been designated Series Pre-Seed Preferred Stock (“Series Pre-Seed Preferred Stock”) and 2,866,667 shares have been designated Series Seed Preferred Stock (“Series Seed Preferred Stock”).

Art. 5 Common Stock

§ 5.1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

§ 5.2. Voting.

- a) The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders and written actions in lieu of meetings; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law.
- b) There shall be no cumulative voting.
- c) The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

Art. 6 Preferred Stock

§ 6.1. Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in this Amended and Restated Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to

- a) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of
 - (i) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock; and
 - (ii) the number of shares of Common Stock issuable upon conversion of a share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend; or

- b) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by
 - (i) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series); and
 - (ii) multiplying such fraction by an amount equal to the Preferred Original Issue Price (as defined below);

provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this § 6.1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend. The “Preferred Original Issue Price” shall mean, with respect to Series Pre-Seed Preferred Stock, \$1.09 per share, and with respect to Series Seed Preferred Stock, \$1.35 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock.

§ 6.2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales

- a) *Preferential Payments to Holders of Preferred Stock.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of
 - (i) The Preferred Original Issue Price, plus any dividends declared but unpaid thereon; and
 - (ii) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to § 6.5 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “Preferred Liquidation Amount”).

If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this § 6.2.a), the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

- b) *Payments to Holders of Common Stock.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Preferred Liquidation Amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Preferred Stock pursuant to § 6.2.a) or the remaining Available Proceeds, as the case may be, shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.
- c) *Deemed Liquidation Events.*
- (i) Definition. Each of the following events shall be considered a “Deemed Liquidation Event” unless the holders of a majority of the outstanding shares of Preferred Stock (the “Requisite Holders”) elect otherwise by written notice sent to the Corporation at least 10 days prior to the effective date of any such event:
- A. a merger, consolidation, statutory conversion, transfer, domestication, or continuance in which
1. the Corporation is a constituent party; or
 2. a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,
- except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (i) the surviving or resulting corporation; or (ii) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or
- B. (i) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or (ii) the sale, lease, transfer, exclusive license or other disposition (whether by merger, consolidation, statutory conversion, domestication, continuance or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.
- d) *Effecting a Deemed Liquidation Event.*

- (i) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in § 6.2.c)(i)A.1 unless the agreement or plan with respect to such transaction, or terms of such transaction (any such agreement, plan or terms, the “Transaction Document”), provide that the consideration payable to the stockholders of the Corporation in such Deemed Liquidation Event shall be allocated to the holders of capital stock of the Corporation in accordance with § 6.2.a)(i) and § 6.2.a)(ii).
- (ii) In the event of a Deemed Liquidation Event referred to in § 6.2.c)(i)A.2 or § 6.2.c)(i)B, if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the Requisite Holders so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, any other expenses reasonably related to such Deemed Liquidation Event or any other expenses incident to the dissolution of the Corporation as provided herein, in each case as determined in good faith by the Board of Directors), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the “Available Proceeds”) on the 150th day after such Deemed Liquidation Event (the “DLE Redemption Date”), to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount; provided, that if the definitive agreements governing such Deemed Liquidation Event contain contingent indemnification obligations on the part of the Corporation and prohibit the Corporation from distributing all or a portion of the Available Proceeds while such indemnification obligations remain outstanding, then the DLE Redemption Date shall automatically be extended to the date that is ten business days following the date on which such prohibition expires. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a pro rata portion of each holder’s shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this § 6.2.d)(ii), the Corporation shall not expend or dissipate the Available Proceeds for any purpose, except to discharge expenses incurred in connection with such Deemed Liquidation Event. In connection with a distribution or redemption provided for in § 6.2.d), the Corporation shall send written notice of the redemption (the “Redemption Notice”) to each holder of record of Preferred Stock. Each Redemption Notice shall state:

- A. the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the date specified in the Redemption Notice;
- B. the redemption date and the price per share at which the shares of Preferred Stock are being redeemed;
- C. for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

If the Redemption Notice shall have been duly given, and if payment is tendered or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, all rights with respect to such shares shall forthwith after the date terminate, except only the right of the holders to receive the payment without interest upon surrender of any such certificate or certificates therefor.

- e) *Amount Deemed Paid or Distributed.* The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders pursuant to such Deemed Liquidation Event. The value of such property, rights or securities shall be determined in good faith by the Board of Directors, including the approval of the Preferred Director.
- f) *Allocation of Escrow and Contingent Consideration.* In the event of a Deemed Liquidation Event pursuant to § 6.2.c)(i)A.1, if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the “Additional Consideration”), the Transaction Document shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “Initial Consideration”) shall be allocated among the holders of capital stock of the Corporation in accordance with § 6.1.a)(i) and § 6.1.a)(ii) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with § 6.1.a)(i) and § 6.1.a)(ii) after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this § 6.2.f), consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

§ 6.3. Voting.

- a) *General.* On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of a meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of

whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible (as provided in § 6.5 below) as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of this Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

b) *Election of Directors.*

- (i) At all times when at least 2,800,000 shares of Preferred Stock remain outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to the Preferred Stock),
 - A. the holders of record of the shares of Preferred Stock, exclusively and voting together as a separate class on an as-converted to Common Stock basis, shall be entitled to elect one director of the Corporation (the “Preferred Director”); and
 - B. the holders of record of the shares of Common Stock, exclusively and voting together as a separate class, shall be entitled to elect two directors of the Corporation.

provided, however, for administrative convenience, the initial Preferred Director may also be appointed by the Board of Directors in connection with the approval of the initial issuance of Preferred Stock without a separate action by the holders of Preferred Stock.

- (ii) Any director elected as provided in § 6.2.d)(ii)A and § 6.2.d)(ii)B or appointed by the proviso of § 6.3.b)(i) may be removed without cause by, and only by, the affirmative vote of the holders of a majority of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders.

c) *Vacancies.*

- (i) If the holders of shares of Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors pursuant to § 6.3.b)(i) (and to the extent any of such directorships is not otherwise filled by a director appointed in accordance with the proviso in § 6.3.b)(i)), then any directorship not so filled shall remain vacant until such time as the holders of the Preferred Stock or Common Stock, as the case may be, fill such directorship in accordance with § 6.3.b)(i).

- d) At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series of capital stock entitled to elect such director shall constitute a quorum for the purpose of electing such director.
- e) The “Requisite Directors” shall mean approval by the Board of Directors including the approval of the Preferred Director.

§ 6.4. Preferred Stock Protective Provisions. At any time when at least 2,800,000 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, domestication, transfer, continuance, recapitalization, reclassification, waiver, statutory conversion, or otherwise, effect any of the following acts or transactions without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the Requisite Holders:

- a) amending or restating the Certificate of Incorporation, including any increase or decrease of the Company's share capital;
- b) entering into or terminating convertible loan agreements, option plans and other agreements granting rights in the share capital and/or the business of the Company, and amending material terms thereof;
- c) redemption of shares by the Company;
- d) acquisition of other entities or businesses by way of a share deal, asset deal or subscription of shares, encumbrance of shares and including by foundation of subsidiaries;
- e) Merger, de-merger or any other corporate restructuring of the Company, including squeeze-outs;
- f) any actions that result in a change of control;
- g) sale, transfer, grant into use or other encumbrance of the Company's assets, including IP rights, in each case outside of the ordinary course of business;
- h) acquisition, sale or encumbrances of real property;
- i) sale of the business or material parts thereof by the Company;
- j) IPO (Initial Public Offering) of shares in the Company;
- k) distribution of dividends;
- l) ceasing, or proposing to cease, to carry on the business of the Company;
- m) liquidating or dissolving the Company;
- n) any of the above at the level of any of the Company's direct or indirect subsidiaries.

§ 6.5. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

- a) *Right to Convert.*
 - (i) *Conversion Ratio.* Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time, and without the payment of additional consideration by the holder thereof, into such whole number of fully paid and non-assessable shares of Common Stock, as is determined by dividing the applicable Original Issue Price by the applicable Conversion Price (as defined below) in effect at the time of conversion. The "Conversion Price" applicable to the Preferred Stock as of the Original Issue Date shall mean, with respect to Series Pre-Seed Preferred Stock, \$1.09, and with respect to Series Seed

Preferred Stock, \$1.35, in each case per share of Preferred Stock. Such initial Conversion Price for a series of Preferred Stock, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in this § 6.5.

- (ii) *Termination of Conversion Rights.* In the event of a notice of redemption of any shares of Preferred Stock, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock; provided that the foregoing termination of Conversion Rights shall not affect the amount(s) otherwise paid or payable in accordance with § 6.2.a) to the holders of Preferred Stock pursuant to such liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event.
- b) *Number of Shares Issuable Upon Conversion.* The number of shares of Common Stock issuable to a holder of Preferred Stock upon conversion of such Preferred Stock shall be the nearest whole share, after aggregating all fractional interests in shares of Common Stock that would otherwise be issuable upon conversion of all shares of that same series of Preferred Stock being converted by such holder (with any fractional interests after such aggregation representing 0.5 or greater of a whole share being entitled to a whole share) . For the avoidance of doubt, no fractional interests in shares of Common Stock shall be created or issuable as a result of the conversion of the Preferred Stock pursuant to § 6.5.
- c) *Mechanics of Conversion.*
 - (i) *Notice of Conversion.* In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his,

her or its attorney duly authorized in writing. Unless a later time and date is otherwise specified by the Corporation, the close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the “Conversion Time”), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time pay all declared but unpaid dividends on the shares of Preferred Stock converted.

- (ii) *Effect of Conversion.* All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon.
- (iii) *No Further Adjustment.* Upon any such conversion, no adjustment to the Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.
- (iv) *Taxes.* The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this § 6.5. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

d) *Adjustments to Preferred Stock Conversion Price for Diluting Issues.*

- (i) Special Definitions. The following definitions shall apply:
 - A. “Additional Shares of Common Stock” means all shares of Common Stock issued or deemed to be issued by the Corporation after the Original Issue Date (as defined below), other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, “Exempted Securities”):
 - 1. as to any series of Preferred Stock, shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on such series of Preferred Stock (including dividends payable in connection with dividends on other classes or series of stock);
 - 2. shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock;

3. shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement; and
 4. shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security.
- B. “Convertible Securities” means any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.
 - C. “Option” means any rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.
 - D. “Original Issue Date” means the date on which the first share of Preferred Stock is issued.
- (ii) No Adjustment of Preferred Stock Conversion Price. No adjustment in the Conversion Price of any series of Preferred Stock shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Requisite Holders, agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.
 - (iii) Deemed Issue of Additional Shares of Common Stock.
 - A. if the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.
 - B. If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of § 6.5.d)(iv), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock

issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price of such series of Preferred Stock computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price for such series of Preferred Stock as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this § 6.5.d)(iii)B shall have the effect of increasing the Conversion Price applicable to a series of Preferred Stock to an amount which exceeds the lower of (i) the Conversion Price for such series of Preferred Stock in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price for such series of Preferred Stock that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

- C. If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of § 6.5.d)(iv) (either because the consideration per share of the Additional Shares of Common Stock subject thereto was equal to or greater than the applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto determined in the manner provided in § 6.5.d)(iii) shall be deemed to have been issued effective upon such increase or decrease becoming effective.
- D. Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of § 6.5.d)(iv), the Conversion Price of such series of Preferred Stock shall be readjusted to such Conversion Price for such series of Preferred Stock as would have

obtained had such Option or Convertible Security (or portion thereof) never been issued.

- E. If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is potentially subject to adjustment based upon subsequent events, any adjustment to the Conversion Price of a series of Preferred Stock provided for in this § 6.5.d)(iii) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in § 6.5.d)(iii)B and § 6.5.d)(iii)C. If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price of a series of Preferred Stock that would result under the terms of this § 6.5.d)(iii) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price for such series of Preferred Stock that such issuance or amendment took place at the time such calculation can first be made. In the event an Option or Convertible Security contains alternative conversion terms, such as a cap on the valuation of the Corporation at which such conversion will be effected, or circumstances where the Option or Convertible Security may be repaid in lieu of conversion, then the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of such Option or Convertible Security shall be deemed not calculable until such time as the applicable conversion terms are determined.

- (iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to § 6.5.d)(iii), without consideration or for a consideration per share less than the Conversion Price of a series of Preferred Stock in effect immediately prior to such issuance or deemed issuance, then the Conversion Price for such series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined in accordance with the following formula:

$$CP2 = CP1 * (A + B) / (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

- A. “CP2” shall mean the Conversion Price of such series of Preferred Stock in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock;

- B. “CP1” shall mean the Conversion Price of such series of Preferred Stock in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;
 - C. “A” shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);
 - D. “B” shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued or deemed issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP1); and
 - E. “C” shall mean the number of such Additional Shares of Common Stock issued in such transaction.
- (v) Determination of Consideration. For purposes of this § 6.5.d)(iv), the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:
- A. Cash and Property. Such consideration shall:
 - 1. insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;
 - 2. insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and
 - 3. in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors.
 - B. *Options and Convertible Securities.* The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to § 6.5.d)(iii), relating to Options and Convertible Securities, shall be determined by dividing:
 - 1. The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent

adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

2. the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

- (vi) *Multiple Closing Dates.* In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of § 6.5.d)(iv), and such issuance dates occur within a period of no more than 180 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price for such series of Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).
- e) *Adjustments for Stock Splits and Combinations.* If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this § 6.5.d)(v) shall become effective at the close of business on the date the subdivision or combination becomes effective.
- f) *Adjustments for Certain Dividends and Distributions.* In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price of each series of Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of

the close of business on such record date, by multiplying the Conversion Price of each such series of Preferred Stock then in effect by a fraction:

- (i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and
- (ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price of each series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price of each series of Preferred Stock shall be adjusted pursuant to this § 6.5.d)(vi) as of the time of actual payment of such dividends or distributions; and (b) no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

- g) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of § 6.1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.
- h) Adjustment for Merger or Reorganization, etc. Subject to the provisions of § 6.2.c), if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by § 6.5.d), § 6.5.f) or § 6.5.g), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith

by the Board of Directors) shall be made in the application of the provisions in this § 6.5 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this § 6.5 (including provisions with respect to changes in and other adjustments of the Conversion Price of each series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

- i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this § 6.5, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect for each series of Preferred Stock held by such holder, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of each such series of Preferred Stock.
- j) Notice of Record Date. In the event:
 - (i) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or series or any other securities, or to receive any other security; or
 - (ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or
 - (iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock.

Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

- § 6.6. Redeemed or Otherwise Acquired Shares. Unless approved by the Board of Directors and the Requisite Holders, any shares of Preferred Stock that are redeemed, converted or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption, conversion or acquisition. The Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.
- § 6.7. Waiver. Except as otherwise set forth herein, (a) any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders that would otherwise be required to amend such right, powers, preferences, and other terms and (b) at any time more than one series of Preferred Stock is issued and outstanding, any of the rights, powers, preferences and other terms of any series of Preferred Stock set forth herein may be waived on behalf of all holders of such series of Preferred Stock by the affirmative written consent or vote of the holders of such series that would otherwise be required to amend such right, power, preference, or other term.
- § 6.8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic transmission in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

Art. 7 Bylaws

- § 7.1. Subject to any additional vote required by this Certificate of Incorporation or the Bylaws of the Corporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

Art. 8 Board of Directors

- § 8.1. Number of Directors. Subject to any additional vote required by this Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one vote on each matter presented to the Board of Directors; provided, however, that, so long as the holders of Preferred Stock are entitled to elect a Preferred Director, the affirmative vote of the Requisite Directors shall be required for the authorization by the Board of Directors of any of the matters set forth in the Investors' Rights Agreement, dated on or about the Original Issue Date, by and among the Corporation and the other parties thereto, as such agreement may be amended from time to time, to the extent required by such provision and if the Preferred Director is then serving.

- § 8.2. Director Elections. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

Art. 9 Stockholder Meetings

- § 9.1. Meetings of stockholders may be held within or outside of the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision of applicable law) outside of the State of Delaware at such place or places or in such manner or manners as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

Art. 10 Director Liability

- § 10.1. To the fullest extent permitted by law, a director or officer of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Art. 11 Indemnification

- § 11.1. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which the General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Art. 12 Derivative Actions

- § 12.1. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine or that otherwise relates to the internal affairs of the Corporation, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines

that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within 10 days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction.

Art. 13 Severability

§ 13.1. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any sentence of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Art. 14 Share Repurchases

§ 14.1. For purposes of Section 500 of the California Corporations Code (to the extent applicable), in connection with any repurchase of shares of Common Stock permitted under this Certificate of Incorporation from employees, officers, directors or consultants of the Corporation in connection with a termination of employment or services pursuant to agreements or arrangements approved by the Board of Directors (in addition to any other consent required under this Certificate of Incorporation), such repurchase may be made without regard to any “preferential dividends arrears amount” or “preferential rights amount” (as those terms are defined in Section 500 of the California Corporations Code). Accordingly, for purposes of making any calculation under California Corporations Code Section 500 in connection with such repurchase, the amount of any “preferential dividends arrears amount” or “preferential rights amount” (as those terms are defined therein) shall be deemed to be zero.

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.
4. That this Certificate of Incorporation, which restates and integrates and further amends the provisions of the Corporation’s Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

THE NEXT PAGE IS A SIGNATURE PAGE

CONTEXTSDK – CERTIFICATE OF INCORPORATION

IN WITNESS WHEREOF, the Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation on July 26, 2024.

By: _____

Dieter Rappold, President

Schedule § 3.2(c)
Capitalization of the Company as of Closing

Shareholder	Common Shares	Pre-Seed Preferred Shares	Seed Preferred Shares	Total Shares (Common & Pref.)	Record Shareholdings	Fully Diluted Shareholding
Felix Krause	7,350,000.00			7,350,000.00	54.11%	49.79%
knallgrau Beteiligungs- und Beratungs Gesellschaft m.b.H.	2,450,000.00			2,450,000.00	18.04%	16.60%
Reinhard Hafenscher	200,000.00			200,000.00	1.47%	1.35%
HeraclesCapital Fund I		150,000.00	74,074.00	224,074.00	1.65%	1.52%
Foxyflo GmbH		50,000.00		50,000.00	0.37%	0.34%
Michael Schuster		40,000.00		40,000.00	0.29%	0.27%
Roundtable – ContextSDK special Limited partnership		209,000.00		209,000.00	1.54%	1.42%
Joe Smash Ventures GmbH		100,000.00		100,000.00	0.74%	0.68%
PST Beteiligungs GmbH		50,000.00	11,111.00	61,111.00	0.45%	0.41%
Fund I, a series of Explorer34 Fund, LP		9,250.00		9,250.00	0.07%	0.06%
Moataz Soliman Ibrahim		9,250.00		9,250.00	0.07%	0.06%
TeHoch4Quadrat GmbH		100,000.00		100,000.00	0.74%	0.68%
Speedinvest IV EuVECA GmbH & Co KG			2,222,222.00	2,222,222.00	16.36%	15.05%
First Momentum Ventures			444,444.00	444,444.00	3.27%	3.01%
Martin Price			18,519.00	18,519.00	0.14%	0.13%
make visions capital gmbh			14,815.00	14,815.00	0.11%	0.10%
Sequoia Scout Fund			14,815.00	14,815.00	0.11%	0.10%
Tomorrow Ventures GmbH			14,815.00	14,815.00	0.11%	0.10%
Roundtable – ContextSDK, SPV 2 special Limited partnership			51,852.00	51,852.00	0.38%	0.35%
Sum	10,000,000.00	717,500.00	2,866,667.00	13,584,167.00	100.00%	92.02%
ESOP 2024 (Common Shares)	1,177,617.00			1,177,617.00		7.9775%
Sum	11,177,617.00	717,500.00	2,866,667.00	14,761,784.00		100.00%

Domains:

S.No	Domain Name
1.	contextsdk.com
2.	contextsdk.ai
3.	context-insights.com
4.	context-decision.com
5.	context-moments.com
6.	contextdecision.com
7.	contextmoments.com
8.	apptrackingtransparency.ai
9.	ctx.tools
10.	contexts.tools