



**CONFIDENTIAL TERM SHEET  
FOR THE POTENTIAL ACQUISITION OF CONDOR**

**December 7, 2021**

This term sheet (the "Term Sheet") summarizes the principal terms of a proposed acquisition of 100% of the equity interests in Condor ("Condor" or the "Company") by Acquiror. ("Buyer"). This Term Sheet is non-binding and there is no obligation on the part of any negotiating party until definitive documentation is signed by all parties and other conditions set forth therein are met, except that the sections titled "Confidentiality" and "Exclusivity" below are intended to be binding upon execution of this Term Sheet. This Term Sheet is governed in all respects by the laws of the State of Delaware, without giving effect to its conflict of law provisions. This Term Sheet reflects a preliminary indication of interest and is not intended to create a binding commitment to proceed with a transaction. No contract or agreement providing for any transaction will exist or be deemed to exist between Buyer and Condor until a final definitive agreement has been executed and delivered.

<i>Transaction:</i>	Buyer to purchase 100% of the outstanding equity interests (and rights to acquire equity interests) in the Company in exchange for the Total Consideration (as defined below) and to enter into employment agreements with certain current employees of Condor (the "Transaction").
<i>Total Consideration:</i>	The Total Consideration will consist entirely of shares of Buyer's publicly traded common stock ("Buyer Shares") with a total value of \$12.5 million (the "Total Consideration"). The Total Consideration will be paid 50% at closing of the transaction and, subject to the continued employment of certain key employees, 25% at the first-year anniversary of the Transaction and 25% at the second-year anniversary of the Transaction.
<i>Certain Assumptions:</i>	This Term Sheet assumes that, as of the Closing, the Company will have (i) a level of working capital consistent with historical metrics and (ii) no financial debt outstanding.
<i>Definitive Documentation:</i>	The Company (and/or the selling equity-holders), on the one hand, and Buyer, on the other hand, will enter into a definitive acquisition agreement relating to the Transaction (the "Definitive Agreement") that will contain representations, warranties, covenants, indemnification and other provisions customary for transactions of this type and reflective of any findings in due diligence. Buyer's counsel will provide the initial draft of the Definitive Agreement.
<i>Employment Agreements:</i>	The Transaction will be contingent upon Buyer and select Condor employees entering into mutually agreed employment agreements which will provide for, among other things, the issuance of restricted stock units with a 4-year vesting schedule including a 1-year cliff and a ratable quarterly vesting schedule thereafter.
<i>Due Diligence:</i>	Buyer will require a financial, operational and legal review of the Company that is customary for transactions of this nature. Buyer anticipates that key areas of diligence will include, without limitation, review of: (i) historical and projected financial results, (ii) customer engagements, (iii) intellectual property (including, but not limited to, patents), (iv) human resources and (v) legal matters.
<i>Approvals:</i>	Buyer has reviewed this non-binding Term Sheet internally with our executive management team. Prior to entering into a definitive agreement, Buyer would

	<p>require final approval from its Board of Directors following the satisfactory completion of its due diligence. Outside of customary government or regulatory approvals, Buyer does not anticipate requiring any other third-party approvals for this Transaction.</p>
<i>Exclusivity:</i>	<p>Buyer has the ability to move expeditiously to complete its due diligence and negotiate the Definitive Agreement, and the ancillary agreements relating thereto. In order for Buyer to devote the necessary resources—both human and financial—to complete its due diligence and negotiate definitive documentation on an accelerated timeline, the Company agrees to the following exclusivity:</p> <p>Commencing on the date on which the Company countersigns this term sheet and continuing at all times until the earlier of (i) the Expiration Date or (ii) the execution of the Definitive Agreement (the “Exclusivity Period”), the Company will not, and will not authorize or permit any of its subsidiaries, officers, directors, stockholders, affiliates, employees, agents, advisors (including financial advisors, attorneys and accountants), or other representatives (collectively, “Representatives”) to, directly or indirectly, (A) solicit, initiate, encourage, cooperate with or participate in any inquiry, proposal, offer or other discussions or negotiations relating to an Alternative Transaction (each, a “Proposal”), (B) take any other action to facilitate any Proposal or Alternative Transaction, or (C) authorize, enter into any agreement, arrangement or understanding (whether binding or nonbinding, written or oral) relating to, or engage in or consummate, any Proposal or Alternative Transaction. The Company will promptly (within 24 hours) advise and provide copies (if written) to Buyer of, and provide to Buyer a summary of the principal terms of (if not written), any Proposal that has been submitted directly or indirectly, to the Company or any of its employees or their respective Representatives during the Exclusivity Period, including the identity of the party making such Proposal and any related information Buyer may reasonably request with respect to such Proposal, and will promptly advise Buyer of any request for disclosure or access described in subclause (B) above, including the identity of the party requesting such disclosure or access and any other information Buyer may reasonably request with respect to such request for disclosure or access. The Company represents and warrants to Buyer that any discussions or negotiations previously commenced between the Company or any of its Representatives relating to any Proposal or Alternative Transaction have been terminated prior to the execution of this term sheet.</p> <p>As used herein:</p> <p>(i) “Alternative Transaction” means (x) any direct or indirect acquisition (in each case regardless of the form of transaction) of (i) all or a material portion of the assets of the Company or any of its subsidiaries, (ii) any equity interest in the Company or any of its subsidiaries (including, without limitation, equity interests held by the existing equity holders of the Company), any right to acquire any such equity interest in the Company or any of its subsidiaries, or any security convertible into or exercisable for any such equity interest, or (iii) all or a material portion of the Company’s intellectual property rights (via exclusive license or otherwise), (y) any joint venture or other strategic investment in or involving the Company or any of its subsidiaries or affiliates or (z) any transaction by the Company or any of its subsidiaries or affiliates outside the ordinary course of business (not consistent with past practice) the consummation of which would reasonably be expected to prevent or materially impede, interfere with or delay the contemplated</p>

	Transaction; and  (ii) "Expiration Date" means 11:59 p.m. California time on the date that is 60 days after the execution of this term sheet by the Company.
<i>Expenses:</i>	Each of Buyer, on the one hand, and the Company and its equityholders, on the other hand, will be responsible for its respective fees and expenses.
<i>Confidentiality:</i>	This Term Sheet, the existence of the potential Transaction and any related discussions and correspondence are subject to that certain Mutual Non-Disclosure Agreement between the parties hereto dated as of October 23, 2020.
<i>Expiration:</i>	This Term Sheet will expire at the close of business on December 14, 2021, unless executed by the Company and Buyer prior to such date.

Acknowledged and Agreed:

Buyer

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: December \_\_\_\_, 2021

Condor

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: December \_\_\_\_, 2021