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**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**SOLFICE RESEARCH, INC.,**

**LUMINAR TECHNOLOGIES, INC.,**

**AND**

**CONDOR ACQUISITION SUB II, INC.**

**Dated as of June 15, 2022**

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## **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of June 15, 2022, is made by and among Condor Acquisition Sub II, Inc., a Delaware corporation (“Buyer”), Luminar Technologies, Inc., a Delaware corporation (“Parent”), and Solstice Research, Inc., a Delaware corporation (the “Seller”).

WHEREAS, the Seller wishes to sell, assign and transfer to Buyer, and Buyer wishes to purchase and accept the transfer from the Seller, substantially all the assets and properties of the Seller, subject to the terms and conditions set forth herein; and

WHEREAS, the respective boards of directors of each of Buyer and the Seller have determined that it would be advisable and in the best interests of their respective stockholders to consummate the transactions contemplated by this Agreement, and have approved this Agreement and the transactions contemplated by this Agreement and the Transaction Documents (defined below).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows. Capitalized terms shall have the meaning ascribed to them in Article 1 or elsewhere in this Agreement.

### **Article 1 Definitions**

Section 1.1 Definitions. As used in this Agreement, the following terms will have the following meanings:

“Accrued Employee Amounts” means all vacation and paid time off that has been incurred or accrued but unused as of the Closing Date by any current or former employee, officer, director, independent contractor or other individual service provider of the Seller, as well as all incurred, accrued or owed but unpaid wages, pro-rated bonuses, commissions, fees and other incurred, accrued or owed but unpaid compensation and benefits by the Seller or its Subsidiaries of any such Person, as well as any Liabilities (including, but not limited to, any related interest) related to the Seller’s or its Subsidiaries’ obligation to pay regular rates of pay (or other amounts payable to employees) pursuant to regular payroll periods under Applicable Law or as otherwise required by Applicable Law, as of the Closing Date.

“Acquisition Proposal” with respect to the Seller, means any offer, inquiry, indication of interest or proposal relating to any transaction or series of related transactions involving: (a) the sale, license, lease, transfer, disposition or acquisition of all or a substantial portion of (excluding sales of inventory and licensing of the Seller’s Products or services in the ordinary course of business consistent with past practice) the business or assets of the Seller or any of its Subsidiaries; (b) the issuance, disposition or acquisition of (i) any capital stock or other equity interests of the Seller, (ii) any option, call, warrant or right (whether or not immediately exercisable) to acquire any capital stock or other equity interests of the Seller, or (iii) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity interests of the Seller; (c) any merger, consolidation, share exchange, business combination, reorganization, recapitalization or similar transaction involving the Seller or any of its Subsidiaries; (d) any liquidation, dissolution, recapitalization or other significant corporate reorganization of the Seller or any of its Subsidiaries; or (e) any combination of the foregoing; provided, however, that the transactions between Buyer and the Seller contemplated by this Agreement will not be deemed an Acquisition Proposal.

“Affiliate” of any particular Person means any other Person controlling, controlled by or

under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“Agreed Amount” is defined in Section 9.4(c)(iii).

“Agreement” is defined in the Preamble.

“Allocation Schedule” is defined in Section 2.6.

“Applicable Law” means, with respect to any Person, any federal, state, local, municipal, foreign or other law, constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

“Assigned Contracts” is defined in Section 2.1(b).

“Assumed Liabilities” is defined in Section 2.3(a).

“Balance Sheet” is defined in Section 4.7(a).

“Bill of Sale” is defined in Section 7.5(b).

“Books and Records” is defined in Section 2.1(e).

“Business Day” means any day other than a Saturday, Sunday, or a day on which all banking institutions of New York, New York or San Francisco, California are authorized or obligated by Law or executive order to close.

“Buyer” is defined in the Preamble.

“Buyer Adjustment Amount” is defined in Section 3.3(f)(i).

“Buyer CIIAA” is defined in Section 7.2(e).

“Buyer Documents” is defined in Section 5.2.

“Buyer Officer’s Certificate” is defined in Section 7.5(a).

“Buyer Released Parties” is defined in Section 6.2.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act of 2020.

“Cash” means, as of a given time, an amount equal to (a) the aggregate amount of all cash, cash equivalents and marketable securities of the Seller or any of its Subsidiaries, determined in accordance with GAAP, excluding restricted cash, *plus* (b) all uncleared deposits of the Seller and its Subsidiaries outstanding *less* (c) all uncleared checks or withdrawals of the Seller and the Subsidiaries outstanding.

“Cause” means an individual’s (a) gross negligence or willful misconduct in the performance of his or her duties and responsibilities to Buyer or its Affiliates or such individual’s material violation of any material written policy of Buyer or its Affiliates; (b) commission of any act of fraud, theft,

embezzlement, financial dishonesty or any other willful misconduct that has caused or is reasonably expected to result in injury to Buyer or its Affiliates; (c) conviction of, or pleading guilty or nolo contendere to, any felony or a lesser crime involving dishonesty or moral turpitude; (d) repeated abuse of alcohol or any other substance; (e) unauthorized use or disclosure of any proprietary information or trade secrets of Buyer or its Affiliates or any other party to whom such individual owes an obligation of nondisclosure as a result of his or her relationship with Buyer or its Affiliates; or (f) material breach of any of his or her obligations under any written agreement or covenant with Buyer or its Affiliates.

“Closing” is defined in Section 3.1.

“Closing Consideration” means \$5,297,500.

“Closing Date” is defined in Section 3.1.

“Closing Indebtedness” means the amount of Indebtedness outstanding as of immediately prior to the Closing.

“Closing Proceeds” means (a) the Closing Consideration, minus (b) Closing Indebtedness, minus (c) Unpaid Transaction Expenses, minus (d) Retained Cash. For the avoidance of doubt, no items included in the definitions of Indebtedness, Unpaid Transaction Expenses or Retained Cash will be double counted for purposes of calculating the Closing Proceeds hereunder.

“Closing Proceeds Elements” means, collectively, Closing Indebtedness, Unpaid Transaction Expenses and Retained Cash.

“Closing Statement” is defined in Section 3.3(b).

“Closing VWAP” means the volume-weighted average price, rounded up to the nearest \$0.01, of a single share of Parent Common Stock on the Nasdaq Stock Market GS for the five trading days ending on the day prior to the Closing, as reported by Bloomberg Financial Markets.

“Cloud Software Accounts” is defined in Section 2.1(c).

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidentiality Agreement” means the Non-Disclosure Agreement, between Buyer and the Seller, dated as of October 23, 2020.

“Consideration Base Shares” means a number of shares of Parent Common Stock, which is determined by dividing (x) the Estimated Closing Proceeds by (y) the Closing VWAP, rounded up to the nearest \$0.01.

“Contract” means any agreement, contract, subcontract, license, sublicense, lease, indenture, purchaser order or other legally binding commitment or undertaking of any nature (whether oral or written).

“COVID-19 Law” means (a) the CARES Act, (b) the Executive Order signed by President Trump on August 8, 2020, or (c) the Consolidated Appropriations Act of 2021, which was signed into law on December 27, 2020, each as may be amended or modified from time to time, and including, in each case, any rules or regulations promulgated thereunder or any analogous provision of U.S. state, local or non-U.S. Law.



“Defenses and Claims” is defined in Section 2.3(b).

“Deferred Proceeds Base Amount” means an amount equal to (x) \$5,297,500 minus (y) any adjustments in accordance with Section 2.8(b), Section 3.3 and Section 9.3(d) hereof.

“Deferred Shares” means a number of shares of Parent Common Stock, which is determined by dividing (a) Deferred Proceeds Base Amount by (b) Deferred VWAP, rounded up to the nearest \$0.01.

“Deferred VWAP” means the volume-weighted average price, rounded up to the nearest \$0.01, of a single shares of Parent Common Stock on the Nasdaq Stock Market GS for the five trading days ending on the day immediately preceding the first anniversary of the Closing Date, as reported by Bloomberg Financial Markets.

“DGCL” means the General Corporation Law of the State of Delaware.

“Direct Claim” is defined in Section 9.4(a).

“Disclosure Schedule” is defined in Article 4.

“Disputed Items” is defined in Section 3.3(c).

“Employee Offer Letters” is defined in Section 7.2(e).

“Employee Plan” is defined in Section 4.17(b).

“Employment Condition” means, with respect to a particular individual as of a specified date, that such individual (or, in the case of individuals who were not employees as of immediately prior to the Closing Date, then each of the Key Employees) has remained continuously employed by the Buyer (including, for such purpose, its controlled affiliates, as the case may be) following the Closing and is in good standing as of such date. Notwithstanding the foregoing, in the event that an individual’s (or, in the case of individuals who were not employees as of immediately prior to the Closing Date, the Key Employees’) employment is terminated for any reason other than Cause or the individual resigns for Good Reason, such termination or resignation will automatically result in the deemed satisfaction of the Employment Condition for all purposes at each applicable vesting date thereafter.

“Enforceability Exceptions” is defined in Section 4.2(a).

“Environmental Claim” means any administrative, regulatory or judicial action, suit, order, claim, demand, directive, Lien, investigation, proceeding, notice or request by or from any Governmental Authority or any other Person seeking information or alleging liability relating to or arising out of any Environmental Law or Environmental Permit, including a Release of, or human exposure to, any Hazardous Material.

“Environmental Laws” means all Laws as enacted and in effect on or prior to the Closing Date concerning pollution, the environment or the protection of human health from environmental hazards, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any Hazardous Materials, substances or wastes.

“Environmental Permit” means any permit, license, exemption, registration, emissions

allocation or credit, order, franchise, authorization, consent or approval required under any applicable Environmental Law for the Seller or its Subsidiaries to conduct its respective businesses.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means each entity that is treated as a single employer with the Seller or any of its Subsidiaries for purposes of Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

“Estimated Closing Indebtedness” means the Seller’s good faith estimate of the amount of Closing Indebtedness determined in accordance with GAAP.

“Estimated Closing Proceeds” means (a) the Closing Consideration, minus (b) Estimated Closing Indebtedness, minus (c) Estimated Unpaid Transaction Expenses, minus (d) Retained Cash. For the avoidance of doubt, no items included in the definitions of Estimated Closing Indebtedness, Estimated Unpaid Transaction Expenses or Retained Cash will be double counted for purposes of calculating the Estimated Closing Proceeds hereunder.

“Estimated Closing Proceeds Elements” means, collectively, Estimated Closing Indebtedness, Estimated Unpaid Transaction Expenses and Retained Cash.

“Estimated Closing Statement” is defined in Section 3.3(a).

“Estimated Unpaid Transaction Expenses” means the Seller’s good faith estimate of the amount of Unpaid Transaction Expenses determined in accordance with GAAP.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Excluded Assets” is defined in Section 2.2.

“Excluded Liabilities” is defined in Section 2.3.

“Final Consideration Schedule” has the meaning set forth in Section 4.5(f).

“Final Resolution” is defined in Section 9.4(c)(iv).

“Financial Statements” is defined in Section 4.7(a).

“Fraud” means a false statement or act of concealment made or done either with knowledge or belief with reckless indifference to its falsity, with an intent to induce a party to act or refrain from acting, following which, the party acted or did not act in justifiable reliance on the representation, and the party suffered Losses as a result of such reliance.

“Fundamental Representations” means the representations and warranties contained in, Section 4.2 (Authorization), Section 4.4 (Non-Contravention), Section 4.5 (Capitalization), Section 4.12 (Intellectual Property) and Section 4.16 (Tax Matters).

“GAAP” means United States generally accepted accounting principles.

“Good Reason” means (a) with respect to any individual, other than for Cause and without such individual’s consent, a material reduction in such individual’s base salary as in effect as of the Closing

Date (i.e., a reduction greater than 10% and not in connection with a broad-based reduction of similarly situated employees), (b) the individual's providing the Seller with written notice of the acts or omissions constituting the event or circumstance described in the foregoing clause (a) within 60 days of the initial occurrence or existence of such event or circumstance, and (c) the Seller's failure to cure or reverse such event or circumstance within 30 days following the date on which the Seller receives such written notice. For the avoidance of doubt, an individual will be deemed not to have resigned for Good Reason unless such individual resigns within 30 days after the expiration of such 30-day cure period.

"Governmental Authority" means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, or (c) governmental or quasi governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Person and any court or other tribunal).

"Hazardous Materials" means any material, substance, chemical, or waste (or combination thereof) that (i) is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Environmental Law or (ii) can form the basis of any liability under any Environmental Law.

"Indebtedness" means, without duplication, as of any particular time, as determined in accordance with GAAP, (a) the amount of all indebtedness for borrowed money of the Seller and its Subsidiaries (including any unpaid principal, premium, credit card payables related to charges prior to the Closing Date, incurred and unpaid interest, related expenses, prepayment penalties, commitment and other fees, reimbursements, indemnities and all other amounts payable in connection therewith), (b) Liabilities of the Seller and its Subsidiaries evidenced by bonds, debentures, notes, or other similar instruments or debt securities, (c) Liabilities of the Seller and its Subsidiaries to pay the deferred purchase price of property or services other than trade payables incurred in the ordinary course of business consistent with past practice, (d) all Liabilities of the Seller and its Subsidiaries arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates, (e) any deferred purchase price Liabilities related to past acquisitions of the Seller or any of its Subsidiaries, (f) the amount of Lease Obligations, (g) all indebtedness in the nature of guarantees of the obligations of other Persons described in the immediately preceding clauses (a) through (f), (h) Liabilities relating to advance payments from customers, (i) all future payments in connection with the California Labor Commissioner's Order by and between the Seller and Gabriel Cruz dated October 25, 2021, and any employer portion of payroll or other Taxes or obligations incurred or to be incurred in connection therewith, including but not limited to, all amounts owed in connection with the Notice of Levy from the California Employment Development Department dated October 28, 2021, (j) the Subsequent Luxembourg Payments (k) an amount (not less than zero for each Tax in each jurisdiction) equal to any unpaid Pre-Closing Taxes (whether or not such Taxes are due and payable as of the Closing Date), (l) any accounts payable to the extent not included in Unpaid Transaction Expenses, (m) any accrued liabilities to the extent not included in Unpaid Transaction Expenses or (l), (n) all Accrued Employee Amounts, and any employer portion of payroll taxes incurred or to be incurred in connection therewith, and (o) all Liabilities of the Seller and its Subsidiaries arising out of any Third Party Claims against the Seller and its Subsidiaries that should have been recorded on the books and records of the Seller pursuant to GAAP but were excluded from such records. Notwithstanding the foregoing, "Indebtedness" shall not include Liabilities evidenced by the Seller Convertible Notes. A non-exhaustive reference calculation of Indebtedness as of April 30, 2022, is attached hereto as Schedule A.

"Indemnification Claim Notice" is defined in Section 9.4(c)(i).

"Indemnification Claim Response" is defined in Section 9.4(c)(iii).

“Indemnified Persons” is defined in Section 9.2.

“Independent Accountant” is defined in Section 3.3(d).

“Initial Consideration Schedule” has the meaning set forth in Section 4.5.

“Intellectual Property Rights” or “IP Rights” means all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, including all U.S. and foreign (a) Patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (b) rights in Trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and rights in copyrightable subject matter, (d) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (e) rights in trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models, and methodologies, (f) rights of publicity, privacy, and rights to personal information, (g) moral rights and rights of attribution and integrity, (h) rights in social media addresses and accounts and usernames, account names and identifiers (whether textual, graphic, pictorial or otherwise), and sub-domain names and personal URL’s used or acquired in connection with a third-party website, (i) all rights in the foregoing and in other similar intangible assets, (j) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in clauses “(a)” through “(j)” above; and (k) together with, in each of clauses “(a)” through “(j)” above, all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same.

“Interim Period” is defined in Section 6.6.

“IP” means inventions, discoveries, improvements, Trade Secrets and proprietary methods or materials, whether or not patentable, including sequences, linkers, primers, data and databases, technical information, designs, models, plans, designs, formulations, assays, reagents, processes, procedures, methods, techniques, know-how, reports and results (including negative results), algorithms, deep learning, machine learning, and other artificial intelligence models, application programming interfaces (“APIs”), protocols, specifications, Software, Software code (in any form, including source code and executable or object code), subroutines, techniques, and other forms of technology of any kind (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

“IP Contributor” is defined in Section 4.12(c)(i).

“IRS” means the United States Internal Revenue Service or any successor agency.

“Key Employees” means, collectively, Scott Harvey, Stefan Safko, and Satya Vakkaleri.

“Knowledge” means, with respect to the Seller, the actual knowledge of the Key Employees after due inquiry and the knowledge that each such Person would reasonably be expected to obtain in the course of diligently performing his or her duties for the Seller.

“Law” means any law (including common law), rule, regulation, judgment, order, decree, or other pronouncement having the effect of law of any Governmental Authority.

“Lease Obligation” means, without duplication of any item that would otherwise be included in the term Indebtedness, any obligation (including interest expense incurred and unpaid as of the Closing Date) of the Seller or its Subsidiaries under a lease agreement that would be capitalized determined in accordance with GAAP. Notwithstanding the foregoing, Lease Obligations will not include any breakage costs, prepayment penalties or fees or other similar amounts payable in connection with any capitalized leases; provided, however, Lease Obligations will include breakage costs, prepayment penalties or fees or other similar amounts in connection with a capitalized lease but only to the extent that the capital lease requires prepayment penalties or fees or other similar amounts in connection with the consummation of the transactions contemplated by this Agreement.

“Liabilities” means liabilities, debts or other obligations of any nature, whether known or unknown, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become due or otherwise, and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP.

“Liens” means any liens, statutory liens, pledges, mortgages, security interests, charges, easements, rights of way, covenants, claims, restrictions, rights, options, conditional sale or other title retention agreements or encumbrances of any kind or nature.

“Losses” means any and all losses, damages (including special, incidental and consequential damages), Liabilities, Taxes, costs (including reasonable out-of-pocket costs of investigation) and expenses, including interest, penalties, settlement costs, judgments, awards, fines, costs of mitigation, court costs and fees (including reasonable attorneys’ fees and expenses); provided, however, that Losses will not include (a) any punitive damages unless such damages are awarded to a Third-Party, (b) any losses, damages or expenses resulting solely from any item explicitly disclosed on the Disclosure Schedule (other than solely for informational purposes) or already taken into account in calculating the Closing Consideration or (c) any liability to the extent it is accrued for or reserved for on the Financial Statements.

“Material Adverse Effect” means any change, effect, event, occurrence, state of facts or development (any such item, an “Effect”) that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on: (a) the business, assets, properties, results of operations or financial condition of the Seller and its Subsidiaries, taken as a whole; provided, however, Effects, alone or in combination, that arise out of or result from the following, individually or in the aggregate, will not be considered when determining whether a Material Adverse Effect has occurred: (i) changes in economic conditions, financial, credit or securities markets in general or the industries and markets in which the Seller and its Subsidiaries operate; (ii) any change after the date hereof in Laws, GAAP or any other accounting standard applicable to the Seller, or the enforcement or interpretation thereof; or (iii) acts of God (including any hurricane, flood, tornado, earthquake or other natural disaster or any other force majeure event), calamities, epidemics and pandemics, national or international political or social conditions, including acts of war, the engagement in hostilities, or the occurrence of any military attack or terrorist act in the jurisdictions in which the Seller and its Subsidiaries operate or any escalation or worsening of any of the foregoing; (iv) any failure by the Seller to meet internal or other estimates, predictions, projections or forecasts, including as provided to Buyer or any of its Representatives by the Seller or any of the Seller’s Representatives (provided, however, the facts giving rise or contributing to any such failure may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect; provided, further, that this clause (iv) will not be construed as implying the Seller is making any representation or warranty hereunder with regard to any such estimates, predictions, projections or forecasts); (v) any changes solely attributable to any breach by Buyer of this Agreement, the Confidentiality Agreement or any other related transaction document; or (vi) the taking of any action by Buyer or any of Buyer’s Representatives, or the taking of any action by the Seller approved in writing by Buyer or that are

otherwise permitted under the terms of this Agreement; provided, further, the foregoing exceptions will only be applicable to the extent that such Effects do not have a disproportionate impact on the Seller and its Subsidiaries relative to businesses in the same or similar industries; or (b) the ability of the Seller to perform its obligations under this Agreement in a timely manner or to consummate the transactions contemplated by this Agreement.

“Objection Notice” is defined in Section 3.3(c).

“Open Source Materials” means any Software that contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as open source Software or similar licensing and distribution models, including Software licensed or distributed under any of the licenses or distribution models now or in the future identified by the Open Source Initiative at <http://www.opensource.org/licenses/alphabetical>, or any similar license or distribution model.

“Options” means all options to acquire shares of Seller Stock which are outstanding as of immediately prior to the Closing (whether or not exercisable).

“Order” means, with respect to any Person, any order, writ, rule, injunction, award, judgment, decree, stipulation, verdict or ruling issued, made, rendered, enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person or its property.

“Outside Date” is defined in Section 8.1(b).

“Parent Common Stock” means the shares of Class A common stock of Parent.

“Parent SEC Documents” is defined in Section 5.6.

“Participating Securityholders” means Securityholders that are entitled to receive a portion of the Purchase Consideration from the Seller pursuant to the Seller Convertible Notes or in accordance with the Amended and Restated Certificate of Incorporation of the Seller in effect as of the date hereof.

“Patents” means patents (including utility, utility model, plant and design patents, and certificates of invention) and patent applications (including additions, provisional, national, regional and international applications, as well as original, continuation, continuation-in-part, divisionals, continued prosecution applications, reissues, and re-examination applications), and all reissues, divisions, renewals, extensions, provisionals, certificates of invention and statutory invention registrations, continued prosecution applications, requests for continued examination, reexaminations, continuations and continuations-in-part thereof.

“Permit” is defined in Section 4.15.

“Permitted Liens” means: (a) Liens for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves with respect thereto are maintained on the Seller’s books in accordance with GAAP; (b) statutory, landlord’s, mechanic’s, materialmen’s, and similar Liens arising or incurred in the ordinary course of business consistent with past practice for amounts which are not yet due and payable or which are being contested in good faith by appropriate proceedings if reserves with respect thereto are maintained on the Seller’s books in accordance with GAAP to the satisfaction of Buyer, or, with respect to mechanics’ or materialmens’ liens, have been sufficiently bonded over to the satisfaction of Buyer; (c) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority which are not violated by the current use or occupancy of such real property

or the operation of the business; (d) non-exclusive licenses to Intellectual Property Rights or IP owned by or licensed to the Seller or its Subsidiaries; (e) non-disclosure agreements or material transfer agreements made in the ordinary course of business and on the Seller's standard form and (f) easements, covenants, conditions and restrictions of record.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority.

"Personal Data" means any data or information relating to an identified or identifiable natural individual and any other data or information that constitutes personal data, personal information or personally identifiable information under any applicable Privacy Obligation and Seller privacy policy, and includes an individual's combined first and last name, home address, telephone number, fax number, email address, social security number or other Governmental Authority-issued identifier (including state identification number, tax identification number, driver's license number, or passport number), precise geolocation information of an individual or device, biometric data, medical or health information, credit card and other financial information (including bank account information), cookie identifiers associated with registration information, or any other browser- or device-specific number or identifier not controllable by the end user, and web or mobile browsing or usage information that is linked to the foregoing; an identifiable natural individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier and to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural individual.

"PPP Loans" means, collectively, that certain Paycheck Protection Program Note, by and between the Seller and Silicon Valley Bank, dated as of April 21, 2020, and that certain Paycheck Protection Program Note, by and between the Seller and Silicon Valley Bank, dated as of February 7, 2021.

"Pre-Closing Tax Period" means (a) any Tax period ending on or before the Closing Date and (b) the portion of the Straddle Period that ends on and includes the Closing Date.

"Pre-Closing Taxes" means all Liabilities for (a) Taxes of the Seller or any of its Subsidiaries for Pre-Closing Tax Periods, determined without regard to any carryback of a loss or credit arising after the Closing Date (and, for the avoidance of doubt, including any such Taxes that were deferred pursuant to any COVID-19 Law), (b) Taxes of any Person imposed on the Seller or any of its Subsidiaries as a result of being a member of any affiliated, consolidated or combined group before the Closing pursuant to Treasury Regulation Section 1.1502-6 or any similar state, local, or foreign Law, (c) Taxes of any Person for which the Seller or any of its Subsidiaries becomes liable as a transferee or successor, by Contract (including any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person other than any Contract entered into in the ordinary course of business and not primarily related to Taxes), or pursuant to any Law, to the extent such Taxes relate to an event or transaction occurring before the Closing, (d) Taxes imposed on any Securityholder or the Seller for any Taxable period on behalf of any Taxes or Liabilities resulting from or in connection with any Restricted Stock arrangements, including but not limited to, any Liabilities related to Section 83(b) of the Code by any Securityholders, (e) any withholding, payroll, social security, unemployment or similar Taxes attributable to any payments that are contingent upon or payable as a result of the transactions contemplated by this Agreement (other than the employer portion of payroll or employment Taxes to the extent not payable prior to, at or substantially contemporaneous with the Closing) and (f) the Seller's share of Transfer Taxes pursuant to Section 6.11. For purposes of this Agreement, in the case of any Taxes that are payable for a Straddle Period, the portion of such Tax related to the portion of such Tax period ending on and including the Closing Date will (i) in the case of any Taxes that are imposed on an annual or periodic basis

(other than gross receipts, sales or use Taxes, employment or payroll Taxes, and Taxes based upon or related to income) be deemed to be the amount of such Tax for the entire Tax period multiplied by a fraction, the numerator of which will be the number of days in the Tax period ending on and including the Closing Date, and the denominator of which will be the number of days in the entire Tax period and (ii) in the case of any other Tax, be deemed equal to the amount that would be payable if the relevant Tax period ended on and included the Closing Date based on a hypothetical closing of the books of the Seller.

“Privacy Agreements” is defined in Section 4.13.

“Privacy Obligations” means, with respect to the Seller or any of its Subsidiaries, all Applicable Laws, contractual obligations, enforceable self-regulatory standards (including, but not limited to, as applicable the Payment Card Industry Data Security Standards and the Payment Application Data Security Standards) and all written policies and published terms of use of Seller Products, or any consents obtained by the Seller or any of its Subsidiaries (as applicable) that are related to privacy, security, data protection or Processing of Personal Data, including, and as applicable and when effective, the European Union General Data Protection Regulation (Regulation (EU) 2016/679), the European Union ePrivacy Directive (Directive 2002/58/EC) and applicable implementing laws, the California Consumer Privacy Act, the California Privacy Rights Act, the Federal Trade Commission Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children’s Online Privacy Protection Act, the Computer Fraud and Abuse Act, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, state data security laws, state unfair or deceptive trade practices laws that are related to privacy, security, data protection or Processing of Personal Data, state biometric privacy acts, state social security number protection laws, state data breach notification laws, Brazil’s Lei Geral de Proteção de Dados, Canada’s Personal Information Protection and Electronic Documents Act, Indian Information Technology Act, 2000, and any Laws concerning requirements for website and mobile application privacy policies and practices, data or web scraping, cybersecurity disclosures in public filings, call or electronic monitoring or recording or any outbound communications (including, outbound calling and text messaging, telemarketing, and email marketing). For the avoidance of doubt, obligations related to “personal information” and “sensitive personal data or information” as defined under the Indian Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Or Information) Rules, 2011 or any other Applicable Law will be considered Privacy Obligations.

“Proceeding” means any claim, demand, action, arbitration, audit, hearing, inquiry, investigation, examination proceeding, litigation or suit (whether civil, criminal or administrative) commenced, brought, conducted, or heard by or before, or otherwise involving any Governmental Authority or arbitrator.

“Process” or “Processing” means any operation or set of operations which is performed on data, or on sets of data, including Personal Data, whether or not by automated means, such as the receipt, access, acquisition, arrangement, collection, copying, creation, maintenance, modification, recording, organization, processing, compilation, selection, structuring, storage, visualization, adaptation, alteration, retrieval, consultation, use, disclosure by transfer, transmission, dissemination or otherwise making available, alignment or combination, restriction, disposal, erasure or destruction, or instruction, training or other learning relating to such data or combination of such data.

“Proprietary Software” means all Software that is proprietary (or purported to be proprietary) to the Seller or any of its Subsidiaries.

“Purchase Consideration” means the aggregate consideration to which the Seller becomes entitled pursuant to Section 2.8 and Section 3.3.



“Purchase Price” is defined in Section 2.5.

“Purchased Assets” is defined in Section 2.1.

“Registered IP” means all Intellectual Property Right registrations and applications therefor owned or purported to be owned by Seller included in Seller IP that are registered, filed, issued, or granted under the authority of, with, or by any Governmental Authority or, in the case of domain names, social media identifiers, and the like, a domain name administrator or social media platform, as applicable, including all Patents, registered Trademarks (including domain names, social media identifiers, and the like), registered copyrights, and all applications for any of the foregoing.

“Related Party” or “Related Parties” means any relative of an officer, director, equityholder or Affiliate of the Seller, and any “related party” as defined under the Indian Companies Act, 2013.

“Release” means any release, spill, emission, leaking, pumping, emitting, depositing, discharging, injecting, escaping, leaching, dispersing, dumping, pouring, disposing or migrating into, onto or through the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or within any building, structure, facility or fixture.

“Remotely Transferable Assets” is defined in Section 6.13.

“Representatives” means, with respect to any Person, any officer, director, principal, partner, manager, member, attorney, accountant, agent, employee, consultant, financial advisor or other authorized representative of such Person.

“Resolution Period” is defined in Section 3.3(d).

“Resolved Matters” is defined in Section 3.3(d).

“Restricted Stock” is defined in Section 4.5(a).

“Retained Cash” means an amount of Cash equal to \$100,000.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities” is defined in Section 4.21.

“Securities Act” means the Securities Act of 1933, as amended.

“Securityholders” means the holders of the issued and outstanding Seller Stock, together with the holders of all other issued and outstanding equity interests of the Seller, including securities convertible into, or exercisable or exchangeable for, securities of the Seller, including Options, Warrants and Seller Convertible Notes.

“Seller” is defined in the Preamble.

“Seller Adjustment Amount” is defined in Section 3.3(f).

“Seller Common Stock” means the Common Stock, par value \$0.00001 per share, of the Seller.

“Seller Contract” is defined in Section 4.8(a).

“Seller Convertible Notes” means the convertible promissory notes outstanding as of the date hereof issued by the Seller and listed on Schedule C hereto.

“Seller Data” means all data of any kind or character contained in the Seller IT Systems or any databases owned or controlled by the Seller or its designees (including any and all Trade Secrets), and all other data compilations collected, generated, obtained, or received by the Seller through the delivery or provision of any Seller Product.

“Seller Documents” is defined in Section 4.2(a).

“Seller Founders Preferred Stock” means the Founders Preferred Stock, par value \$0.00001 per share, of the Seller.

“Seller Governance Documents” is defined in Section 4.1(a).

“Seller IP” means all IP and Intellectual Property Rights in which the Seller has or purports to have an ownership interest or an exclusive license or similar exclusive right in any field or territory, including Seller Data owned or purported to be owned by Seller and Proprietary Software, including all those items included in Section 4.12(a)(i)-(iii) of the Disclosure Schedule together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Seller with respect to such IP or Intellectual Property Rights; and (ii) claims and causes of action with respect to such IP or Intellectual Property Rights, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present or future infringement, misappropriation, or other violation thereof.

“Seller IT Systems” means all information technology and computer systems (including Software and hosted services, information technology and telecommunications hardware and other equipment, such as networks), whether owned and controlled by the Seller or any other Person for the Seller’s benefit, relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data in electronic format, that are used in the Seller’s conduct of its business.

“Seller Management Bonus Plan” means the Management Bonus Plan of the Seller adopted by the Board of Directors of the Seller on December 29, 2019.

“Seller Officer’s Certificate” is defined in Section 7.5(f).

“Seller Preferred Stock” means the Seller Series A Preferred Stock and the Seller Series Seed Convertible Preferred Stock, each with a par value of \$0.00001 per share, of the Seller.

“Seller Product” means each of the products and services that have been, or are currently being, marketed, distributed, licensed, sold, offered, or otherwise provided or made available by the Seller.

“Seller Secretary’s Certificate” is defined in Section 7.5(g).

“Seller Series A Preferred Stock” means the Series A Preferred Stock, par value \$0.00001 per share, of the Seller.

“Seller Series Seed Preferred Stock” means the Series Seed Convertible Preferred Stock, par value \$0.00001 per share, of the Seller.

“Seller Stock” means the Seller Common Stock, the Seller Preferred Stock and the Seller

## Founders Preferred Stock.

“Software” means any and all (a) software applications and programs in all forms of expression, including firmware, middleware, source code, object code, assembly language, compiler language, machine code, applets, interfaces (including user interfaces), scripts, application programming interfaces, tools (including development tools), screens, report formats, templates, menus, buttons and icons, databases, compilations, computer instructions, code and languages, operating system software and software implementation of algorithms, models and methodologies; (b) all versions, releases, patches, corrections (including error corrections), updates, upgrades, enhancements, translations, modifications, adaptations, derivative works thereto and other changes or functionality additions thereto; and (c) all designs and design documents (whether detailed or not), descriptions, developer notes, code comments, annotations, technical summaries, specifications, documentation (including training documentation), flow charts, logic diagrams, white papers, manuals, guides and other work product to design, plan, organize, and develop or otherwise associated with any of the foregoing in (a) and (b).

“Stockholder” means each holder of shares of Seller Stock.

“Stockholder Approval” is defined in Section 4.2(b).

“Stockholder Written Consent” means a written consent of certain Stockholders, in the form attached hereto as Exhibit A.

“Straddle Period” means any Tax period that includes (but does not end on) the Closing Date.

“Subsequent Luxembourg Payments” means the future payments to be made to the University of Luxembourg pursuant to that certain Project Contract by and between Solrice Research SARL, and the University of Luxembourg dated January 3, 2020, as amended by the Partnership Framework Agreement, dated October 15, 2020, Amendment No. 1, dated February 14, 2020, Amendment No. 2, dated July 22, 2021, and Amendment No. 3, dated May 11, 2022, that have not yet been invoiced.

“Subsidiary” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, association or other business entity which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association or other business entity or is or controls the managing director or general partner of such partnership, association or other business entity.

“Tangible Personal Property” is defined in Section 2.1(e).

“Tax” means (a) all income, capital gains, gross income, gross receipts, sales, use, ad valorem, franchise, capital, profits, license, and other withholding, employment, social security, payroll, severance, transfer, conveyance, documentary, stamp, property, lease, abandoned or unclaimed property, escheat, inventory, value added, alternative, goods and services, digital services, environmental, customs duties, base erosion, minimum, estimated and any other tax, fee, charge, levy, excise, duty or assessment in the nature of a tax, together with additions to tax or additional amounts, interest and penalties relating thereto that may be imposed by any Taxing Authority, (b) any liability in connection with the filing of any

Report of Foreign Bank and Financial Accounts (FBAR), and (c) any Liability of the Seller or any of its Subsidiaries for the payment of any amount of any type described in clause “(a)” or “(b)” as a result of (i) the Seller or any of its Subsidiaries being a transferee, successor or a member of an affiliated, consolidated, unitary or combined group prior to the Closing, or (ii) an express written obligation to indemnify any other Person.

“Tax Returns” means any return, claims for refund, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Governmental Authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax, and including any amendment thereof.

“Taxing Authority” means the IRS and any other Governmental Authority responsible for the administration of any Tax.

“Third-Party” means any Person or group other than Buyer, the Seller, the Seller or any of Affiliates of Buyer, the Seller and the Seller.

“Third-Party Claim” is defined in Section 9.4(b)(i).

“Third-Party Data” means all data of any kind or character obtained from or about a Third-Party contained in the Seller IT Systems or any databases owned or controlled by the Seller or its designees (including any and all Trade Secrets and user data), and all other information and data compilations used by, or necessary to the business of, the Seller that was licensed, received, or collected from any other Person.

“Trade Secrets” means trade secrets (including, those trade secrets defined in the Uniform Trade Secrets Act and Defend Trade Secrets Act and under corresponding foreign statutory and common law), and any other business, technical and know-how information, non-public information, and confidential information, including all source code, documentation, know how, processes, technology, formulae, customer lists or data, databases and data collections and all rights therein, business and marketing plans, inventions (whether or not patentable) and marketing information, as well as and rights to limit the use or disclosure thereof by any Person.

“Trademarks” means trade names, logos, trademarks, service marks, trade dress, slogans, fictitious business names (D/B/As), domain names, social media identifiers and the like, and all other source identifiers of any kind and registrations and applications therefor, including all goodwill therein, and any and all common law rights therein or thereto.

“Transaction Documents” means this Agreement, together with the Bill of Sale, the Seller Officer’s Certificate, the Seller Secretary’s Certificate, the Buyer Officer’s Certificate, and each of the other agreements, documents, certificates and instruments to be delivered hereunder or thereunder.

“Transfer Tax” is defined in Section 6.12.

“Transferred Employees” is defined in Section 6.3(a).

“Treasury Regulations” means the United States Treasury Regulations promulgated under the Code, and any reference to any particular Treasury Regulation section will be interpreted to include any final or temporary revision of or successor to that section regardless of how numbered or classified.

“Unpaid Transaction Expenses” means, without duplication, to the extent not paid prior to the Closing, the amount of (a) all fees, costs and expenses (including fees, costs and expenses of legal

counsel, investment bankers, brokers or other representatives and consultants; appraisal fees, costs and expenses; and travel, lodging, entertainment and associated expenses) incurred by the Seller prior to Closing in connection with this Agreement, (b) all fees payable by the Seller or any of its Subsidiaries to any Seller Securityholder or any Affiliate of any such Person in connection with this Agreement or the transactions contemplated hereby, or otherwise, (c) the aggregate amount of all change in control, sale, retention, severance, or similar bonuses or payments or the value of any acceleration of benefits to any current or former director, officer, employee independent contractor or consultant of the Seller and its Subsidiaries payable or effected as a result of, or in connection with, this Agreement or any of the transactions contemplated hereby, (d) all amounts or Liabilities pursuant to the Seller's reimbursements or payments pursuant to medical, health or welfare benefits to any current or former director, officer, employee, independent contractor or consultant of the Seller and its Subsidiaries, (e) the aggregate amount of Taxes (including the employer portion of payroll or employment Taxes incurred in connection with any payments under clauses (d) above or any other compensatory payments made by the Seller or its Subsidiaries pursuant to this Agreement to the extent payable prior to, at or substantially contemporaneous with the Closing) payable by the Seller or any Subsidiary at the Closing, and (f) any payments in connection with any change in control obligations resulting from or in connection with any of the transactions contemplated by this Agreement, or any payment or consideration arising under or in relation to obtaining any consents, waivers or approvals of any party under any Assigned Contract as are required in connection with the transactions contemplated by this Agreement for any such Assigned Contract to remain in full force and effect following the Closing or resulting from an agreed-upon modification or early termination of any such Assigned Contract.

"Unresolved Claims" is defined in Section 9.3(d).

"Unresolved Matters" is defined in Section 3.3(d).

"WARN" means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

"Warrants" means all warrants to acquire shares of Seller Stock which are outstanding as of immediately prior to the Closing (whether or not exercisable).

"Willful Breach" means, with respect to a party, the making of any representation or warranty in this Agreement or any other Transaction Document where such party making such representation or warranty had actual knowledge that such representation or warranty was false when made.

"Wind-Down" is defined in Section 6.5(a).

"Wind-Down Requirements" is defined in Section 6.5(c).

## Section 1.2 Other Definitional Provisions.

(a) The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(b) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole (including any annexes, exhibits and schedules to this Agreement) and not to any particular provision of this Agreement, unless otherwise specified, and recital, article, section, subsection, exhibit, annex and schedule references are to this Agreement, unless otherwise

specified. The exhibits, annexes and schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. The words “include,” “including” or “includes” when used herein will be deemed in each case to be followed by the words “without limitation” or words having similar import. The word “extent” in the phrase “to the extent” means the degree to which a thing extends, and does not simply mean “if.” The headings and table of contents in this Agreement are included for convenience of reference only and will not limit or otherwise affect the meaning or interpretation of this Agreement. The use of the terms “Affiliates” and “Subsidiaries” will be deemed to be followed by the words “as such entities exist as of the relevant date of determination.” When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. References to any period of days will be deemed to be the relevant number of calendar days, unless otherwise specified. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action will be extended to the next succeeding Business Day. References herein to a Person in a particular capacity or capacities will exclude such Person in any other capacity. References herein to any contract mean such contract as amended, supplemented or modified (including any waiver thereto). The terms “dollars” or “\$” mean dollars in the lawful currency of the United States of America and all payments made pursuant to this agreement will be in United States dollars. References herein to any gender will include each other gender. The word “or” is not exclusive, unless the context otherwise requires. A reference to a statute, listing rule, regulation, order or other Applicable Law includes a reference to the corresponding regulations and instruments and includes a reference to each of them as amended, consolidated, recreated, replaced or rewritten. References herein to any Person will include such Person’s heirs, executors, personal Representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.2(b) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement. Unless the context otherwise clearly indicates, each defined term used in this Agreement will have a comparable meaning when used in its plural or in its singular form. Any reference to any document being “made available” to Buyer means that the Seller has posted complete and correct copies of such document to the virtual data room managed by the Seller and hosted by Box.com as of 5:00 p.m. Pacific Time on the date that is three (3) Business Days prior to the date hereof and that Buyer has had continuous access to such documents since such time. Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition of such term set forth in this Agreement will control.

## **Article 2**

### **Purchase and Sale**

Section 2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, the Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from the Seller, free and clear of all encumbrances, all of the Seller’s right, title and interest in, to and under the following assets, properties and rights (collectively, the “Purchased Assets”):

- (a) all Contracts set forth on Section 2.1(a) of the Disclosure Schedules (the “Assigned Contracts”);
- (b) all Seller IP in which the Seller has or purports to have an ownership interest, including all those items included in Section 4.12(a)(i)-(iv) of the Disclosure Schedule;
- (c) all Seller IT Systems, including, but not limited to, the information technology and cloud software accounts set forth on Section 2.1(c) of the Disclosure Schedule (the “Cloud Software Accounts”);

(d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property of the Seller (the “Tangible Personal Property”); and

(e) originals or, where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records, strategic plans and marketing and promotional surveys, material and research (collectively, “Books and Records”), to the extent such Books and Records relate to the Purchased Assets;

Section 2.2 Excluded Assets. Notwithstanding the foregoing, the Seller shall retain all of its right, title and interest in and to, and Buyer shall not acquire any interest in, any assets other than the Purchased Assets (collectively, the “Excluded Assets”).

Section 2.3 Assumed Liabilities.

(a) Subject to and upon the terms of this Agreement, Buyer hereby assumes from the Seller and shall pay, perform and discharge according to their terms the obligations of the Seller under the Assigned Contracts solely to the extent such performance arises after the Closing (collectively, the “Assumed Liabilities”), but no other Liabilities.

(b) Nothing herein shall be deemed to deprive Buyer of any defenses, set-offs or counterclaims that the Seller may have had or that Buyer shall have (to the extent relating to the Assumed Liabilities) to any of the Assumed Liabilities (the “Defenses and Claims”). The Seller hereby assigns, transfers and conveys to Buyer all Defenses and Claims and agrees to cooperate with Buyer to maintain, secure, perfect and enforce such Defenses and Claims.

Section 2.4 Excluded Liabilities. Notwithstanding the provisions of Section 2.3 or any other provisions of this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of the Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (collectively, the “Excluded Liabilities”), including, for the avoidance of doubt:

(a) any Liabilities arising out of or relating to the Seller’s ownership of the Purchased Assets prior to the Closing Date;

(b) any Liabilities relating to or arising out of the Excluded Assets;

(c) any Liabilities relating to or arising out of the Seller Convertible Notes;

(d) any Liabilities in respect of any pending or threatened action arising out of, related to or otherwise in respect of the Purchased Assets to the extent such action relates to such operation on or prior to the Closing Date;

(e) any Liabilities of the Seller arising under or in connection with any Employee Plan providing for any compensation or benefits to any present or former employee, officer, director, independent contractor or other individual service provider of the Seller;

(f) any Liabilities of the Seller for any present or former employees, officers,

directors, retirees, independent contractors, consultants or other individual service providers of the Seller, including without limitation, any Liabilities or obligations (including, but not limited to, any related interest) associated with, resulting from, arising out of, relating to, in the nature of, or caused by (i) any accrued, incurred, owed or unpaid wages, compensation, or other benefits (including any benefits mandated by Applicable Law or Contract), any offer letter, employment, consulting or independent contractor agreement, bonuses, commissions, profit-sharing plans, vacation, leave or paid time off, violation of any Applicable Law, workers' compensation, unemployment compensation, unemployment insurance, severance, retention, misclassification, discrimination, harassment, immigration, termination or other payments, (ii) any employees or other individual service providers who are not Transferred Employees, and (iii) any Liabilities with respect to any of the foregoing with respect to the employer portion of any payroll or employment Taxes;

(g) any Liabilities for (i) Taxes relating to the business of the Seller, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) ending on or prior to the Closing Date, (ii) any other Taxes of the Seller or any stockholders or Affiliates of the Seller (other than Taxes allocated to Buyer under Section 6.11) for any taxable period, including on behalf of any Taxes or Liabilities resulting from or in connection with any Restricted Stock arrangements, including but not limited to, any Liabilities related to Section 83(b) of the Code by any Securityholders, and (iii) any Pre-Closing Taxes; and

(h) any Liabilities of the Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others; and

(i) any Liabilities of the Seller set forth on Section 2.4 of the Disclosure Schedules.

**Section 2.5 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be \$10,595,000, subject to adjustment as provided for in Section 3.3 (the "Purchase Price"), plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid as provided in Section 2.6.

**Section 2.6 Allocation of Purchase Price.** The Seller and Buyer agree that the Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule (the "Allocation Schedule"). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to the Seller within one hundred twenty (120) days following the final determination of the Closing Proceeds under Section 3.3. If the Seller notifies the Buyer in writing that the Seller objects to one or more items reflected in the Allocation Schedule, the Seller and Buyer shall negotiate in good faith to resolve such dispute; provided, however that if the Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within sixty (60) days following the Closing Date, such dispute shall be resolved by the Independent Accountant. The fees and expenses of such accounting firm shall be borne equally by the Seller and Buyer. The Seller and Buyer shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule, as finally determined. Any adjustments to the Purchase Price pursuant to Section 3.3 herein shall be allocated in a manner consistent with the Allocation Schedule.

**Section 2.7 Non-Assignable Assets.**

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, assignment or transfer of any Assigned Contract if such sale, assignment or transfer: (i) violates Applicable Law; or (ii) requires the consent or waiver of a Person who is not a party to this



Agreement or an Affiliate of a party to this Agreement and such consent or waiver has not been obtained prior to the Closing.

(b) Following the Closing, the Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent or waiver, or any release, substitution or amendment required to novate all Liabilities under any and all Assigned Contracts or other Liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such Liabilities from and after the Closing Date; provided, however, that neither the Seller nor Buyer shall be required to pay any consideration therefor. Once such consent, waiver, release, substitution or amendment is obtained, the Seller shall sell, assign and transfer to Buyer the relevant Assigned Contract to which such consent, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment or transfer shall be paid in accordance with Section 6.11.

(c) To the extent that any Purchased Asset or Assumed Liability cannot be transferred to Buyer pursuant to this Section 2.7, Buyer and the Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under Applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing. For any Cloud Software Accounts that are not assignable to Buyer, Seller shall migrate all software, data and any electronic embodiments of Seller IP contained in such Cloud Software Accounts to an account designated by Buyer, and thereafter upon the request of Buyer delete any such Cloud Software Account. Buyer shall, as agent or subcontractor for the Seller, pay, perform and discharge fully the liabilities and obligations of the Seller thereunder from and after the Closing Date. To the extent permitted under Applicable Law, the Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, all income, proceeds and other monies received by the Seller from and after the Closing Date, to the extent related to such Purchased Asset in connection with the arrangements under this Section 2.7. The Seller shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

## Section 2.8 Consideration.

(a) Consideration Base Shares. At the Closing, Parent will issue or cause to be issued to Seller the Consideration Base Shares.

### (b) Deferred Shares.

(i) On the first anniversary of the Closing, Parent will issue or cause to be issued to Seller the Deferred Shares. It will be an express condition to the Seller's receipt of any Deferred Shares that, as of the issuance date, the Employment Condition for each Key Employee has been met; provided, however, that the number of Deferred Shares to be actually issued to the Seller will be reduced by 1/3rd for each Key Employee who fails to meet its respective Employment Condition prior to the date on which such Deferred Shares are issuable.

(ii) For the avoidance of doubt, (A) the issuance of Deferred Shares, which will occur after the Closing Date, to the Seller, shall be treated by the parties as a payment of Purchase Price in connection with the transactions contemplated by this Agreement, unless otherwise required by a "determination" within the meaning of Section 1313 of the Code or a corresponding provision of state or local Tax Law, and (B) the termination of a Key Employee by reason of death or disability will not result in a reduction in the number of Deferred Shares issuable pursuant to Section 2.8(b) to the Seller or its

successors or assigns. Without limiting the foregoing, the actual number of Deferred Shares to be issued to the Seller pursuant hereto will be subject to offset in accordance with Section 3.3 and Article 9 hereof.

(c) Tax Treatment of Deferred Shares. The parties agree that the Seller will be responsible for all Taxes that it is legally obligated to pay as a result of the Deferred Shares. The Seller agrees to indemnify and hold harmless Buyer for any federal, state, and local income Taxes and related Tax withholding and employment Taxes and related Tax withholding required to be collected by Buyer or the Seller in connection with the Deferred Shares or payable by the recipients of the Deferred Shares. Any indemnity payable by the Seller pursuant to this Section 2.8(c) will be paid within 30 days of the Buyer's written request. The Seller also agrees to cooperate fully with the Buyer in exchanging such information and providing such assistance as Buyer may reasonably request in connection with the filing of Tax Returns and any audit, litigation, or other proceeding with respect to the Deferred Shares. The Seller agrees that Buyer has not provided any tax advice regarding the Deferred Shares.

(d) Legends. The certificates or book-entry positions representing the shares of Parent Common Stock issuable pursuant to this Agreement will include an endorsement typed or otherwise denoted conspicuously thereon of the following legend (along with any other legends that may be required under applicable securities Laws or by Buyer):

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY NOT BE RESOLD OR TRANSFERRED UNLESS REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR, UNLESS IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER, AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE, AND HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED.”

Section 2.9 Withholding. Each of the Seller and Buyer (and any other Person that has any withholding obligation with respect to any payment made pursuant to this Agreement) will be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement such amounts as may be required to be deducted and withheld therefrom under the Code or any other Applicable Law, as determined thereby in good faith. If any of the Seller and Buyer (and any other Person that has any withholding obligation with respect to any payment made pursuant to this Agreement) determines that withholding is applicable to a payment made pursuant to this Agreement, such person shall, as soon as a reasonably practicable upon determining a withholding obligation exists, provide written notice to the recipient of such payment to allow such recipient to provide any documentation reasonably necessary to establish a basis to reduce or eliminate such withholding. To the extent that amounts are so deducted or withheld, such amounts will be timely paid over to the applicable Governmental Authority in accordance with Applicable Law and will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.10 Tax Treatment of the Purchased Assets. The parties agree that the acquisition of the Purchased Assets is a fully taxable transaction to the Seller for federal and applicable state and local income Tax purposes in which gain or loss will be recognized on the exchange of the Purchased Assets for the Purchase Price. Buyer and the Seller shall not take any action or fail to take any action following the Closing, that would cause the acquisition to fail to qualify as a fully taxable transaction for applicable income Tax purposes. Buyer and the Seller shall report the acquisition in a manner consistent with the foregoing intent and shall maintain such reporting position unless otherwise required by a “determination”

within the meaning of Section 1313 of the Code or a corresponding provision of state or local Tax Law.

### **Article 3**

#### **The Closing; Purchase Price Adjustment**

Section 3.1 The Closing. The closing of the transactions contemplated by this Agreement (the “Closing”), will take place (a) at 9:00 a.m. Pacific Time on the second Business Day following full satisfaction or due waiver of all of the closing conditions set forth in Article 7 (other than those to be satisfied at the Closing) or (b) on such other date and time as is mutually agreed to in writing by the parties. The date and time of the Closing are referred to herein as the “Closing Date”. The Closing will take place virtually by exchange of the Closing deliverables set forth in this Agreement by PDF or other electronic transmission.

Section 3.2 The Closing Transactions. Subject to the terms and conditions set forth in this Agreement, the parties will consummate the following transactions on the Closing Date:

(a) Parent will issue and deliver, or cause to be issued and delivered, the Consideration Base Shares to the Seller, for subsequent distribution to the Participating Securityholders in accordance with the terms of this Agreement, Seller’s Governance Documents, and the Final Consideration Schedule;

(b) Buyer will repay, or cause to be repaid, on behalf of the Seller, all amounts necessary to discharge fully the then-outstanding balance of all Indebtedness set forth in the Estimated Closing Statement by wire transfer of immediately available funds to the account(s) designated by the holders of such Indebtedness, provided, however, to the extent any then-outstanding balances of Indebtedness are owed to any employee, officer, director, independent contractor or other individual service provider by the Seller, including, but not limited to, any Accrued Employee Amounts, Buyer will repay, or cause to be repaid, all such amounts to the Seller for subsequent distribution to the recipients thereof through the payroll system of the Seller;

(c) Buyer will pay, on behalf of the Seller, all Unpaid Transaction Expenses to each Person who is owed a portion thereof;

(d) Buyer will pay to the Seller the amount of the Retained Cash; and

(e) Buyer and the Seller will make such other deliveries as are required by Article 7.

#### Section 3.3 Estimated Closing Proceeds; Closing Proceeds Adjustment.

(a) On the third Business Day prior to the Closing Date, the Seller will deliver to Buyer a statement (the “Estimated Closing Statement”) that is certified by the Seller’s Chief Executive Officer setting forth the Seller’s good faith calculation and estimate of the aggregate amount of the Estimated Closing Proceeds and each of the Estimated Closing Proceeds Elements, together with reasonable supporting detail of each of the calculations set forth in the Estimated Closing Statement. The Estimated Closing Statement will be prepared in a manner consistent with the terms of (including the definitions contained in) this Agreement and in accordance with GAAP . The Seller will review any comments proposed by Buyer with respect to the Estimated Closing Statement and will consider in good faith any appropriate changes thereto prior to the Closing.

(b) No later than 120 days after the Closing Date, Buyer will prepare and deliver to the Seller a statement (the “Closing Statement”), setting forth Buyer’s calculation of the Closing Proceeds, including each of the Closing Proceeds Elements and the Buyer Adjustment Amount or the Seller

Adjustment Amount (if any), together with reasonable supporting detail of each of the calculations set forth in the Closing Statement. The Closing Statement will be prepared in a manner consistent with the terms of (including the definitions contained in) this Agreement and in accordance with GAAP.

(c) Following delivery of the Closing Statement and until the final determination of the Closing Proceeds, Buyer and its Subsidiaries will provide the Seller and its Representatives reasonable access, during normal business hours and upon reasonable notice, to Buyer's and its Subsidiaries' employees and advisors involved in the preparation of the Closing Statement, provided in each case that such access does not unreasonably disrupt the normal operations of the Buyer. The Closing Statement will be conclusive, final and binding on all parties absent manifest error unless the Seller gives Buyer written notice (an "Objection Notice"), of any disputes or objections thereto (collectively, the "Disputed Items"), with reasonable supporting detail as to such Disputed Items within 30 days after receipt of the Closing Statement.

(d) If an Objection Notice is delivered to Buyer, then Buyer and the Seller will, for a period of 30 days (or such longer period as Buyer and the Seller may agree in writing) following delivery of an Objection Notice to Buyer (the "Resolution Period"), attempt in good faith to resolve their differences (all such discussions and communications related thereto will (unless otherwise agreed by Buyer and the Seller in writing) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule), and any such written resolution by them as to any Disputed Items will be conclusive, final and binding on all parties absent manifest error. Any Disputed Items agreed to by Buyer and the Seller in writing, together with any items or calculations set forth in the Closing Statement not disputed or objected to by the Seller in the Objection Notice, are collectively referred to herein as the "Resolved Matters". Any Resolved Matters will be conclusive, final and binding on all parties absent manifest error, except to the extent such component could be affected by other components of the calculations set forth in the Closing Statement that are the subject of an Objection Notice. If, at the end of the Resolution Period, Buyer and the Seller have been unable to resolve any differences they may have with respect to the matters specified in the Objection Notice, Buyer or the Seller may, upon written notice to the other, refer all matters that remain in dispute with respect to the Objection Notice (the "Unresolved Matters"), for resolution to a nationally-recognized accounting firm as is acceptable to Buyer and the Seller (the "Independent Accountant"). If one or more Unresolved Matters are submitted to the Independent Accountant for resolution, Buyer and the Seller will enter into a customary engagement letter with, and, to the extent necessary, will waive any conflicts with, the Independent Accountant at the time such dispute is submitted to the Independent Accountant and will cooperate with the Independent Accountant in connection with its determination pursuant to this Section 3.3. Within ten (10) Business Days after the Independent Accountant has been retained, each of Buyer and the Seller will furnish, at its own expense, to the Independent Accountant and substantially simultaneously to the other a written statement of its position with respect to each Unresolved Matter. Within five (5) Business Days after the expiration of such ten (10) Business Day period, each of Buyer and the Seller may deliver to the Independent Accountant its response to the other's position on each Unresolved Matter (provided, however, that it delivers a copy thereof substantially simultaneously to the other). With each submission, each of Buyer and the Seller may also furnish to the Independent Accountant such other information and documents as it deems relevant or such information and documents as may be requested by the Independent Accountant (provided, however, that it delivers a copy thereof substantially simultaneously to the other). The Independent Accountant may, at its discretion, conduct one or more conferences (whether in person or by teleconference or videoconference) concerning the disagreement and each of Buyer and the Seller will have the right to present additional documents, materials and other information and to have present its Representatives at such conferences.

(e) The Independent Accountant will be directed to promptly, and in any event within 30 days after its appointment pursuant to Section 3.3(d), render its decision on the Unresolved Matters (and not on any other matter or calculation set forth in the Closing Statement) in accordance with the terms of

(including the definitions contained in) this Agreement and in accordance with GAAP. The Independent Accountant's determination, acting as an expert in accounting and not as an arbitrator, as to each Unresolved Matter will be set forth in a written statement delivered to each of Buyer and the Seller, which will include the Independent Accountant's (i) determination as to the calculation of each of the Unresolved Matters and (ii) the corresponding corrective calculations set forth in the Closing Statement that are derived from its determination as to the calculations of the Unresolved Matters, all of which will be conclusive, final and binding on all parties absent manifest error. In resolving any Unresolved Matter, the Independent Accountant may not assign a value to such item greater than the greatest value for such item claimed by Buyer in the Closing Statement or by the Seller in the Objection Notice or less than the lowest value for such item claimed by Buyer in the Closing Statement or by the Seller in the Objection Notice. The fees, costs and expenses of the Independent Accountant will be paid by each of the Seller and Buyer based on the inverse proportion to the difference between the Closing Proceeds proposed by each of them and the Closing Proceeds as determined by the Independent Accountant. For example, if the Seller claims that the appropriate adjustments are \$500 greater than the amount determined by Buyer and if the Independent Accountant ultimately resolves the dispute by awarding to the Seller \$100 of the \$500 contested, then the fees, costs and expenses of the Independent Accountant will be allocated 20% to Buyer and 80% to the Seller.

(f) Within five (5) Business Days after the final determination of the Closing Proceeds, including each of the components thereof, pursuant to this Section 3.3:

(i) If the Closing Proceeds as finally determined pursuant to this Section 3.3 are less than the Estimated Closing Proceeds (the amount of such deficiency, the "Buyer Adjustment Amount"), by an amount greater than \$20,000, then Buyer will recover the full amount of such Buyer Adjustment Amount until satisfied by reducing the Deferred Proceeds Base Amount until the Deferred Proceeds Base Amount equals \$0. For the avoidance of doubt, such reduction in the Deferred Proceeds Base Amount as contemplated by this Section 3.3 will set off the number of Deferred Shares otherwise issuable to the Seller.

(ii) If the Closing Proceeds as finally determined pursuant to this Section 3.3 are greater than the Estimated Closing Proceeds (the amount of such excess, the "Seller Adjustment Amount") by an amount greater than \$20,000, then Buyer will (A) issue or cause to be issued, shares of Parent Common Stock, valued at an amount equal to the Seller Adjustment Amount (calculated using the Closing VWAP) or (B) at Buyer's sole discretion, pay or cause to be paid such amount in cash to Seller by wire transfer of immediately available funds.

(g) All payments to be made pursuant to Section 3.3(f) will be treated by all parties for Tax purposes as adjustments to the Purchase Price to the maximum extent permitted by Law.

## **Article 4**

### **Representations and Warranties of the Seller**

Except as set forth in the Disclosure Schedule supplied by the Seller to Buyer, dated as of the date hereof (the "Disclosure Schedule"), the Seller represents and warrants to Buyer as follows, as of the date hereof and as of the Closing Date:

#### **Section 4.1     Organization and Corporate Power.**

(a) Each of the Seller and its Subsidiaries is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation. Each of the Seller and its Subsidiaries has all requisite corporate power and authority and all authorizations, licenses and Permits

necessary to own, lease and operate its properties and assets and to carry on its businesses as now being, or proposed to be, conducted. Each of the Seller and its Subsidiaries is duly qualified to do business as a foreign corporation and is in good standing (or its equivalent, if applicable) in every jurisdiction in which the ownership, leasing and use of its properties and assets, or the conduct of business as now conducted, requires it to qualify, each of which is set forth in Section 4.1(a) of the Disclosure Schedule, except, in each case, where the failure to be so qualified and in good standing would reasonably be expected to be material to the Seller or its Subsidiaries. The Seller has delivered and made available to Buyer prior to the date hereof a true and complete copy of the Certificate of Incorporation of the Seller and the Bylaws of the Seller, each as amended to date (together, the “Seller Governance Documents”), and the certificate of incorporation and bylaws or equivalent organizational documents of each of its Subsidiaries and each such instrument is in full force and effect. The Seller is not in violation of the provisions of the Seller Governance Documents.

(b) The minute books of the Seller and its Subsidiaries contain true, complete and correct records of all meetings and other corporate actions of their respective stockholders and their respective boards of directors and committees thereof. The stock records of the Seller and its Subsidiaries are true, complete and correct and reflect all issuances, transfers, repurchases and cancellations of shares of capital stock of the Seller and its Subsidiaries, respectively. The Seller has made available to Buyer true, complete and correct copies of (i) all minute books (containing the records of meetings of stockholders, the board of directors and any committees of the board of directors to date) of the Seller and its Subsidiaries, (ii) all stock certificate or stock record books of the Seller and its Subsidiaries and (iii) any similar records or documents of the Seller and its Subsidiaries. Neither the Seller nor any of its Subsidiaries have any prior names, and since their respective dates of incorporation, neither the Seller nor any of its Subsidiaries have conducted business under any name other than its respective current name.

#### Section 4.2 Authorization.

(a) The Seller has all necessary power and authority to execute and deliver this Agreement and each other Transaction Document to which it is, or at or prior to the Closing will be, a party (the “Seller Documents”), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Seller Documents by the Seller and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement (other than the Stockholder Approval) and the other Seller Documents. This Agreement has been, and each of the other Seller Documents will be at or prior to the Closing, duly and validly authorized, executed and delivered by the Seller, and assuming that this Agreement and each of the other Seller Documents is a valid and binding obligation of the other parties hereto and thereto, this Agreement constitutes, and each of the other Seller Documents when so executed and delivered will constitute, a legal, valid and binding obligation of the Seller, enforceable against it in accordance with their respective terms, except as enforceability may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors’ rights generally and general principles of equity (the “Enforceability Exceptions”).

(b) The affirmative votes of (i) the holders of a majority of the outstanding shares of Seller Stock (voting together as a single class on an as-converted to common stock basis) and (ii) the holders of a majority of the Seller Preferred Stock (voting as a single class on an as-converted to common stock basis) are the only votes of the holders of Seller Stock required to approve this Agreement by the Stockholders (the “Stockholder Approval”).

#### Section 4.3 Governmental Authorization. The execution, delivery and performance by the

Seller of this Agreement and the consummation by the Seller of the transactions contemplated hereby require no action by or in respect of, or filing by the Seller or any of its Subsidiaries with, any Governmental Authority other than (a) compliance with any applicable requirements of applicable U.S. state or federal securities laws, and (b) any actions or filings the absence of which would be, individually or in the aggregate, material to the Seller or its Subsidiaries or impair the ability of the Seller or its Subsidiaries to consummate the transactions contemplated by this Agreement.

Section 4.4 Non-Contravention. The execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the Seller Governance Documents, (b) contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (c) require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Seller or its Subsidiaries is entitled under any provision of any Contract binding upon the Seller or its Subsidiaries or any license, franchise, permit, certificate, approval or other similar authorization affecting, or relating in any way to, the assets or business of the Seller or its Subsidiaries or (d) result in the creation or imposition of any Lien on any asset of the Seller or its Subsidiaries.

Section 4.5 Capitalization; Subsidiaries.

(a) The authorized capital stock of the Seller consists of (i) 20,000,000 shares of Seller Common Stock, 6,795,668 shares of which are issued and outstanding as of the date hereof, (ii) 6,645,156 shares of Seller Preferred Stock, 3,290,000 of which shares have been designated Series A Preferred Stock, 1,910,789 shares of which are issued and outstanding as of the date hereof, and 3,355,156 of which shares have been designated Series Seed Convertible Preferred Stock, all of which are issued and outstanding as of the date hereof and (iii) 1,700,000 shares of Founders Preferred Stock, all of which are issued and outstanding as of the date hereof. Each share of Seller Preferred Stock is convertible on a one-share for one-share basis into Seller Common Stock. The Seller Stock is held by the Persons and in the amounts set forth in Section 4.5(a) of the Disclosure Schedule, which further sets forth for each such Person (i) the number of shares held, (ii) class and series of such shares, (iii) the domicile addresses of record of such Persons, (iv) whether any portion of such shares are unvested or otherwise subject to a repurchase option, risk of forfeiture or other similar condition under any applicable stock restriction agreement or other Contract with the Seller ("Restricted Stock"), and (v) to the extent any portion of such shares constitutes Restricted Stock, whether such Restricted Stock was issued by virtue of any early exercise of an Option or grant of Restricted Stock.

(b) As of the date hereof, there were outstanding Options to purchase an aggregate of 3,868,449 shares of Seller Common Stock (of which Options to purchase an aggregate of 2,458,752 shares of Seller Common Stock were exercisable).

(c) As of the date hereof, there were outstanding Warrants to purchase an aggregate of 50,813 shares of Seller Series A Preferred Stock.

(d) All of the issued and outstanding shares of Seller Stock have been, and all of the shares of Seller Stock that may be issued pursuant to any Option or upon conversion of any share of Seller Preferred Stock will be, when issued in accordance with the respective terms thereof, duly authorized, validly issued, fully paid and nonassessable. All Options were granted with an exercise price per share no lower than the fair market value of one share of Seller Stock on the date of the corporate action effectuating the grant and are exempt under Section 409A of the Code. Each Option designated as an incentive stock option within the meaning of Section 422 of the Code meets all requirements for such designation, and the

Seller has complied with all reporting and withholding requirements with respect to the exercise of such Options. Other than as set forth on Section 4.5(d) of the Disclosure Schedule, no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including, rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Seller is authorized, outstanding or promised. The Seller does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of Indebtedness or assets of the Seller. The Seller does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no authorized, outstanding or promised stock appreciation, phantom stock, profit participation or similar rights with respect to the Seller. Other than the shares of Seller Stock outstanding as of the date hereof and other than Seller Stock issuable upon the exercise of Options or Warrants, there are no other outstanding securities of the Seller entitled, and no separate contractual rights to which the Seller is a party entitling any holders thereof, to vote on any matters put to a vote of the Stockholders. No shares of Seller Stock are subject to employment-related forfeiture restrictions. All issued and outstanding shares of capital stock of the Seller have been offered, issued and sold by the Seller in compliance with all Applicable Laws.

(e) All outstanding shares of Seller Stock are owned of record by the holders and in the respective amounts as are set forth in the Initial Consideration Schedule, and as updated in the Final Consideration Schedule.

(f) The information set forth as of the date hereof in Section 4.5(f) of the Disclosure Schedule (the “Initial Consideration Schedule”), and as updated prior to the Closing and delivered to Buyer five (5) Business Days prior to the Closing Date (the “Final Consideration Schedule”), including the portion of the Purchase Consideration to be delivered to each Securityholder, is a good faith estimate as of the date hereof and, as updated and delivered to Buyer pursuant to this Section 4.5(f), will be true, complete and correct as of the Closing, and the calculations performed to compute such information are, and will be, accurate and in accordance with the terms of this Agreement and the Seller Documents and all other agreements and instruments among the Seller and the Securityholders. Without limitation of the foregoing, the Final Consideration Schedule when delivered to Buyer will contain, all of the following:

(i) a calculation of the Estimated Closing Proceeds and each of the Estimated Closing Proceeds Elements;

(ii) with respect to each Participating Securityholder: (A) the name, address, telephone number and email address of such holder, in each case, as reflected in the Seller’s records; (B) whether such holder is a current or former employee of the Seller; (C) the number, class and series of shares of Seller Stock held by such holder; (D) the date of acquisition of such shares; (E) whether any portion of such shares constitutes Restricted Stock; (F) to the extent any portion of such shares constitutes Restricted Stock, whether such Restricted Stock was issued by virtue of any early exercise of an Option or grant of Restricted Stock; and (G) such other additional information which Buyer may reasonably request; and, in the case of the holders of Seller Convertible Notes, (H) the outstanding principal amount of, and all accrued and unpaid interest on, the Seller Convertible Note; (I) the grant date and maturity date thereof; (J) the number of shares of Seller Stock issuable upon conversion of such Seller Convertible Note pursuant to its terms; and (K) the amount of any withholding required with respect to the consideration that the holder is entitled to receive pursuant to this Agreement; and

(iii) with respect to each outstanding Option: (A) the name, address, telephone number and e-mail address of the holder of such Option, in each case, as reflected in the Seller’s records; (B) the type of entity of the holder and whether such holder is a current or former employee, individual consultant, individual independent contractor or non-employee director of the Seller and whether such



holder is a Transferred Employee; (C) the grant date and expiration date thereof; (D) whether such Option was granted pursuant an Employee Plan; (E) the exercise price per share and the number, class and series of Seller Stock underlying such Option immediately prior to the Closing; (F) the vesting schedule of such Option, including to the extent vested as of the date hereof and whether such vesting is subject to acceleration as a result of or in connection with the transactions contemplated by this Agreement or any other events; and (G) whether such Option is a non-statutory option or qualifies as an incentive stock option (as defined in Code Section 422).

(g) The Seller covenants, represents, warrants and agrees that, without limitation of the foregoing, the Initial Consideration Schedule and Final Consideration Schedule will be true, complete and correct as of the Closing, and the calculations performed to compute such information are, and will be as of the Closing, accurate and in accordance with the terms of this Agreement and the Seller Governance Documents and all other agreements and instruments among the Seller and the Securityholders.

Section 4.6 Subsidiaries. Section 4.6 of the Disclosure Schedule sets forth a true, correct and complete list of the Seller's Subsidiaries listing for each Subsidiary its name, type of entity, the jurisdiction of its incorporation or organization, its authorized capital stock, the number and type of its issued and outstanding shares of capital stock and the current ownership of such shares. The Seller is the sole direct or indirect beneficial and record owner of the outstanding equity interests in each of its Subsidiaries, free and clear of all Liens, except as otherwise set forth on Section 4.6 of the Disclosure Schedule.

Section 4.7 Financial Matters.

(a) Attached as Section 4.7(a) of the Disclosure Schedule are the following financial statements (collectively, the "Financial Statements"): (i) the consolidated unaudited balance sheet of the Seller and its Subsidiaries as of December 31, 2020 and December 31, 2021, and the related statements of income and cash flows for the fiscal years then ended, in each case, including the notes thereto, and (ii) consolidated unaudited balance sheet of the Seller and its Subsidiaries as of April 30, 2022 (the "Balance Sheet") and the related statements of income and cash flows for the four-month period then ended. The Financial Statements fairly present in all material respects the financial condition and the results of operations of the Seller and its Subsidiaries as of the respective dates and for the periods indicated therein. No financial statements of any Person other than the Seller and its Subsidiaries are required by GAAP to be included in the financial statements of the Seller and its Subsidiaries.

(b) Neither the Seller nor any of its Subsidiaries have extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer (or equivalent thereof) of the Seller or any of its Subsidiaries, and neither the Seller nor any of its Subsidiaries are party to any off-balance sheet arrangements that could have a current or future effect upon the Seller or any of its Subsidiaries' financial condition or results of operations.

(c) The Seller and its Subsidiaries have no liabilities or obligations of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than (i) liabilities and obligations reflected on the Balance Sheet, (ii) the liabilities or obligations identified in Section 4.7(c) of the Disclosure Schedule; (iii) liabilities or obligations under the Contracts identified in Section 4.8(a) of the Disclosure Schedule, to the extent the nature and magnitude of such liabilities can be specifically ascertained by reference to the text of such Contracts; (iv) liabilities or obligations arising under this Agreement; and (v) any other liabilities and obligations which have been incurred in the ordinary course of business since December 31, 2021 that do not exceed \$5,000 in the aggregate.

(d) Section 4.7(d) of the Disclosure Schedule contains an accurate, correct and

complete list of the names and addresses of all banks, commercial lending institutions and other financial institutions at which the Seller and each of its Subsidiaries has an account, deposit, safe-deposit box, line of credit or other loan facility or relationship, lock box or other arrangement for the collection of accounts receivable, with the names of all Persons authorized to draw or borrow thereon or to obtain access thereto.

(e) Since December 31, 2021, through the date hereof, there has not been a Material Adverse Effect. Without limiting the generality of the foregoing, since December 31, 2021 through the date hereof, (i) the Seller and each of its Subsidiaries has conducted its business only in the ordinary course of business consistent with past practice and (ii) there has not been any action taken or committed to be taken by the Seller or any of its Subsidiaries that would have been prohibited by Section 6.6 absent approval by Buyer if it had been taken after the date hereof and prior to the Closing Date.

#### Section 4.8 Seller Contracts.

(a) Section 4.8(a) of the Disclosure Schedule contains a complete and accurate list of all Contracts to which the Seller or any of its Subsidiaries is a party or by which the Seller or any of its Subsidiaries is bound, other than (i) purchase orders issued or received in the ordinary course of business and that are not subject to material unfulfilled terms and conditions, and (ii) non-exclusive licenses to “off-the-shelf” third-party software or hosted services that are generally commercially available at a cost of \$5,000 or less per year for an unlimited use, enterprise-wide license (each such contract, a “Seller Contract”). The Seller made available to Buyer accurate and complete copies of all written Contracts identified in Section 4.8(a) of the Disclosure Schedule, including all amendments thereto. Section 4.8(a) of the Disclosure Schedule provides an accurate description of the terms of any Seller Contract that is not in written form.

(b) Each Seller Contract is a valid and binding agreement of the Seller or the applicable Subsidiary, and is in full force and effect, and the Seller or the applicable Subsidiary is not and, to the Knowledge of the Seller, no other party thereto is in default or breach in any material respect under the terms of any such Contract, and, to the Knowledge of the Seller, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or would reasonably be expected to, (i) result in a violation or breach of any of the provisions of the Seller Contract, (ii) give any Person the right to declare a default or exercise any remedy under the Seller Contract, (iii) give any Person the right to accelerate the maturity or performance of the Seller Contract, or (iv) give any Person the right to cancel, terminate or modify the Seller Contract.

(c) None of the Seller nor any of its Subsidiaries have received any written notice or, to the Knowledge of the Seller, any other communication regarding any violation or breach of, or default under, any Seller Contract. Section 4.8(c) of the Disclosure Schedule contains a complete and accurate list of all Seller Contracts for which the Seller or the applicable Subsidiary which is a party thereto has delivered a notice exercising its right of termination under such Seller Contract.

(d) No Person is renegotiating, or has a right (or has asserted a right) pursuant to the terms of any Seller Contract to renegotiate, any amount paid or payable to the Seller or the applicable Subsidiary under the Seller Contract or any other material term or provision of the Seller Contract.

Section 4.9 Compliance with Applicable Laws. Each of the Seller and its Subsidiaries are, and at all times have been, in compliance in all material respects with all Applicable Laws applicable to its business, operations and assets. Neither the Seller nor any of its Subsidiaries have received any written notice alleging a failure comply in all material respects with all Applicable Laws applicable to its business, operations and assets.

#### Section 4.10 Litigation.

(a) There is no pending Proceeding, and to the Knowledge of the Seller, no Person has threatened to commence any Proceeding: (i) that involves the Seller or its Subsidiaries or any of the assets owned or used by the Seller or any of its Subsidiaries or any Person whose liability the Seller has or may have retained or assumed, either contractually or by operation of law; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the transactions contemplated by this Agreement. To the Knowledge of the Seller, except as set forth in Section 4.10(a) of the Disclosure Schedule, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that would reasonably be expected to, give rise to or serve as a basis for the commencement of any such Proceeding.

(b) There is no order, writ, injunction, directive, restriction, judgment or decree to which the Seller, or any of the assets owned or used by the Seller or any of its Subsidiaries, is subject or which restricts in any respect the ability of the Seller to conduct its business as currently conducted. To the Knowledge of the Seller, no officer or other employee of the Seller is subject to any order, writ, injunction, judgment or decree that prohibits such officer or other employee from engaging in or continuing any conduct, activity or practice relating to the business of the Seller.

#### Section 4.11 Properties; Assets.

(a) None of the Seller nor any of its Subsidiaries own, and never have owned, any real property. With respect to all leased properties, the Seller and its Subsidiaries have valid leasehold interests in all property reflected on Section 4.11 of the Disclosure Schedule. None of such property or assets is subject to any Lien, except for Permitted Liens.

(b) Section 4.11(b) of the Disclosure Schedule contains a complete and accurate list of all Tangible Personal Property. The Seller and its Subsidiaries have good and marketable title to, or a valid leasehold interest in, the Tangible Personal Property, free and clear of any Liens other than Permitted Liens. All such Tangible Personal Property is in all material respects in good working order and condition, ordinary wear and tear excepted, and is adequate for the present uses to which it is being put. The tangible assets, properties, and rights owned or leased by the Seller and its Subsidiaries collectively (i) constitute in all respects all tangible assets, properties, and rights which are used in or reasonably necessary to enable the operation of the business of the Seller as currently conducted, and (ii) are reasonably sufficient in the aggregate to permit Buyer and the Seller to continue to conduct the business of the Seller as currently contemplated to be conducted following the Closing in all material respects. Upon Closing, no Securityholder nor any Affiliate of such Securityholder will hold any tangible assets, properties, or rights that are necessary to enable the current operation of the business of the Seller.

#### Section 4.12 Intellectual Property.

##### (a) Registered IP, Unregistered Material Seller IP, and Seller Products.

(i) Section 4.12(a)(i) of the Disclosure Schedule accurately identifies all Registered IP, including: (A) all Patents owned or filed by, or on behalf of, the Seller, including any Patents to which the Seller has exclusive rights in any territory or field of use, including the country of filing, owner, filing number, date of issue or filing, and title, and, in the case of exclusively licensed patents, the scope of exclusivity; (B) all registered Trademarks owned or filed by, or on behalf of, the Seller, including the country of filing, owner, registration or application number, date of issue, and description of goods and services or (x) with respect to domain names, including the owner, domain name administrator, date of registration, and date of renewal and (y) with respect to social media identifiers and the like, including the

applicable platform; (C) all registered copyrights owned or filed by, or on behalf of, the Seller, including the country of filing, owner, filing number, date of issue and expiration date, and description of the covered work; and (D) any other Seller IP owned or purported to be owned by Seller of any kind or character that has been registered or applied for with any Governmental Authority or similar authority. Section 4.12(a)(i) of the Disclosure Schedule also identifies any other Person that has or purports to have an ownership interest of any nature in any item of Registered IP and the nature of such interest. The Seller has made available to Buyer complete and accurate copies of all applications, correspondence with any Governmental Authority or similar authority and other material documents related to each item of Registered IP identified in Section 4.12(a)(i) of the Disclosure Schedule that is not available from public sources.

(ii) Section 4.12(a)(ii) of the Disclosure Schedule accurately identifies all Seller IP that is not Registered IP that is both (A) material to the Seller's operation of its business and (B) jointly owned or is purported to be jointly owned with any other Person. Section 4.12(a)(ii) of the Disclosure Schedule also identifies such Person and the nature of such joint ownership.

(iii) Section 4.12(a)(iii) of the Disclosure Schedule accurately identifies (A) all Seller Products that currently have been made available for use or purchase, including any product or service currently under development and scheduled for commercial release within 180 days following the Closing, and (B) the release date for each such Seller Product (and each version thereof).

(iv) Section 4.12(a)(iv) of the Disclosure Schedule accurately identifies all Seller IP that is not Registered IP that is material to the Seller's operation of its business.

(b) Seller IP Agreements.

(i) Section 4.12(b)(i) of the Disclosure Schedule accurately identifies: (A) each Contract pursuant to which any IP or IP Right, or Third-Party Data, is or has been licensed, sold, assigned, or otherwise conveyed or provided to the Seller or under which the Seller is the beneficiary of a covenant not to sue or other agreement not to assert claims involving IP or IP Rights other than Open Source Materials and nonexclusive licenses to "off-the-shelf" third-party software or hosted services that are: (w) generally commercially available at a cost of \$50,000 or less per year for an unlimited use, enterprise-wide license; (x) not distributed by the Seller; (y) not incorporated into, or distributed with, any Seller Product; and (z) whether the rights or licenses granted to the Seller in each such Contract are exclusive or nonexclusive; (B) the types and amounts of all royalties, fees, commissions, and other amounts payable by the Seller to any other Person for the use of such IP, IP Right or Third-Party Data, and the Contract under which such amounts are payable; (C) each Contract identified in Section 4.12(b)(i)(A) of the Disclosure Schedule under which the Seller is bound to indemnify, defend, hold harmless, or reimburse any other Person with respect to, or otherwise assumed or agreed to discharge or otherwise take responsibility for, any existing or potential claim involving the infringement, misappropriation, or other violation or unlawful use of any other Person's IP or IP Rights other than those provided by Seller in connection with any Seller Product; and (D) each Contract identified in Section 4.12(b)(i)(A) of the Disclosure Schedule under which the Seller grants another party a "most-favored customer" status, perpetual rights or any kind of exclusivity.

(ii) Section 4.12(b)(ii) of the Disclosure Schedule accurately identifies: (A) each Contract under which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Seller IP or any Seller Product (other than nonexclusive licenses to use a Seller Product); and (B) each Contract identified in Section 4.12(b)(ii) of the Disclosure Schedule under which the Seller is bound to indemnify, defend, hold harmless, or reimburse any other Person with respect to, or otherwise assumed or agreed to discharge or otherwise take responsibility for, any existing or potential claim involving the infringement, misappropriation, or other violation or unlawful use of any other Person's IP or IP Rights (other than those

provided by Seller in connection with any Seller Product and other than indemnification provisions in the Seller's standard forms made available under Section 4.12(b)(iii)). Except for the Contracts set forth in Section 4.12(b)(ii) and for nonexclusive licenses to use a Seller Product granted to its customers, the Seller is not bound by, and no Seller IP is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the Seller's ability to use, exploit, make available, assert, or enforce its rights in any Seller IP.

(iii) To the extent they exist, the Seller has made available to Buyer a complete and accurate copy of each standard form of Contract used by the Seller since January 1, 2019 under which the Seller either receives or grants to any Person any IP or IP Rights, including each standard form of the following: (A) end-user license agreement, terms of use or service, or similar agreement regarding the end-use of Seller Products or third-party software or hosted services; (B) invention assignment agreement (for each of employees and consultants); (C) confidentiality agreement and other nondisclosure agreements; (D) maintenance and support agreement; (E) distribution, reseller, value-added reseller, referral, or other similar agreement; (F) manufacturing and supply or related sourcing agreement; and (G) data license agreement. The Seller has not licensed, distributed, or otherwise made available any Seller Product except under a valid and enforceable Contract in the form made available to Buyer under this Section 4.12(b)(iii). Section 4.12(b)(iii) of the Disclosure Schedule further identifies any Contract under which the Seller has licensed, distributed, or otherwise made available any Seller Product that deviates in any material respect from the applicable standard form and any Contract with an employee or consultant in which the employee or consultant expressly reserved or retained any IP or IP Rights related to the Seller's business or research and development.

(c) Sufficiency of Assets; Ownership. To the Knowledge of the Seller and except for (i) IP and IP Rights licensed to the Seller under nonexclusive licenses in Contracts identified in Section 4.12(b)(i)(A) of the Disclosure Schedule and (ii) Open Source Materials and nonexclusive licenses to "off-the-shelf" third-party software or hosted services, the Seller IP collectively constitutes all of the IP and IP Rights necessary for the conduct of the Seller's business as currently conducted. The Seller is the sole and exclusive owner of all right, title, and interest in and to the Seller IP (other than IP Rights exclusively licensed to the Seller under the Contracts identified in Section 4.12(c) of the Disclosure Schedule), free and clear of any encumbrances (other than those granted under the Contracts identified in Section 4.12(c) of the Disclosure Schedule) and no Subsidiary owns, is the exclusive licensee of or has any rights or interests in any IP. Without limiting the generality of the foregoing:

(i) each Person (including the Seller's founders and any current or former employee or consultant of the Seller) who is or was involved in the authorship, discovery, development, or conception of any Seller IP owned or purported to be owned by the Seller (each a "IP Contributor") has signed a written Contract containing, to the extent allowed by Law: (A) an irrevocable assignment to the Seller of all IP and IP Rights authored, discovered, developed, or conceived by such Person in the course of that IP Contributor's work for or on behalf of the Seller, including all IP and IP Rights pertaining to any Seller IP or Seller Product; and (B) customary confidentiality provisions protecting such IP, IP Rights, Seller IP, and Seller Products, and, to the Knowledge of the Seller, no such IP Contributor has any obligation to any Person with respect to such IP, IP Rights, Seller IP, or Seller Products;

(ii) no IP Contributor has retained or asserted against Seller any claim, right (whether or not currently exercisable) or interest in or to any Seller IP or Seller Product;

(iii) the Seller has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all material Trade Secrets and other material proprietary or confidential information of the Seller, the Seller IP, the Seller Products, and the Seller's business;

(iv) to the Knowledge of the Seller, the Seller owns or otherwise has, and after the Closing Buyer will continue to have, all IP and IP Rights necessary and sufficient to conduct the Seller's business as currently conducted;

(v) the Seller is not now, nor has it ever been, a member or promoter of, or contributor to, any industry standards body or any similar organization that could reasonably be expected to require or obligate the Seller or, following the Closing and by way of the transactions contemplated hereby, Buyer, to grant or offer to any other Person any right or license to any Seller IP or Seller Product; and

(vi) no funding, facilities, or personnel of any Governmental Authority or any university, educational, or similar research institution were used, or are being used, directly or indirectly, to author, discover, develop, conceive, or reduce to practice, any Seller IP or Seller Product, whether in whole or in part.

(d) Validity and Enforceability. To the Seller's Knowledge, all Seller IP is valid, subsisting, and enforceable. Without limiting the generality of the foregoing:

(i) To the Seller's Knowledge, no Trademark owned, used, or applied for by the Seller is or may be confusingly similar to any Trademark owned, used, or applied for by any other Person;

(ii) no interference, opposition, cancellation, reissue, reexamination or other Proceeding is or has been pending or, to the Seller's Knowledge, threatened, in which the scope, validity or enforceability of any Seller IP is being, has been, or would reasonably be expected to be contested or challenged and, to the Seller's Knowledge and except for prior art identified in the prosecution of the Seller IP before any Governmental Authority, there is no basis for a claim that any Seller IP is invalid or unenforceable;

(iii) all necessary registration, maintenance, renewal, and similar fees that are or have been due and payable in respect of Registered IP have been paid and all necessary documents and certificates have been filed with the relevant Governmental Authority to maintain such Registered IP; and

(iv) the Seller has not taken, or failed to take, any action that has, or would reasonably be expected to, abandon or dedicate to the public, or entitle any Person to cancel, forfeit, modify, or consider abandoned, any Seller IP.

(e) Effects of the Transaction. Neither the execution, delivery or performance of this Agreement nor the consummation of any of the transactions contemplated by this Agreement will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (i) a loss of, or encumbrance on, any Seller IP or any Seller Product; (ii) a breach of or default under, or right to terminate or suspend performance of, any Contract identified in Section 4.14 of the Disclosure Schedule; (iii) the release, disclosure or delivery of any Seller IP or Seller Product by or to any escrow agent or other Person; (iv) the grant, assignment, or transfer to any other Person of any license or other right or interest under, to or in any Seller IP or Seller Product; (v) by the terms of any Contract, a reduction of any royalties, revenue sharing, or other payments the Seller would otherwise be entitled to with respect to any Seller IP or Seller Product; or (vi) a license or other claim or right to the IP or IP Rights of Buyer.

(f) Intellectual Property Infringement.

(i) To the Seller's Knowledge, no Person has infringed, misappropriated, or

otherwise violated, and no Person is currently infringing, misappropriating, or otherwise violating any Seller IP (including Seller's IP Rights therein). The Seller has made available to Buyer complete and accurate copies of all documents regarding any actual, alleged, or suspected infringement, misappropriation, or other violation of any Seller IP or IP Rights included therein.

(ii) To the Seller's Knowledge, the Seller and the operation of its business (including the development, marketing, and distribution of any Seller Product), as well as the Seller Products, have not infringed, misappropriated, or otherwise violated in any manner, or made any unlawful use of, and do not currently infringe, misappropriate, or otherwise violate in any manner, or make any unlawful use of, any IP or IP Right of any other Person. No infringement, misappropriation, or similar claim or Proceeding is pending or, to the Seller's Knowledge, threatened against the Seller in writing or against any other Person who may be entitled to be indemnified, defended, held harmless, or reimburse by the Seller with respect to any such claim or Proceeding. The Seller has made available to Buyer complete and accurate copies of all documents and summaries of all communications regarding any actual, alleged, or suspected infringement, misappropriation, or other violation of any other Person's IP or IP Rights, including any letter or other communication suggesting or offering that the Seller obtain a license to any other Person's IP or IP Rights.

(g) Data Collection and Use. The Seller complies, and has at all times complied, in all material respects with the applicable data privacy provisions under: (i) any Contract governing the Seller's use of any API used to receive or collect Third-Party Data; (ii) any Contract governing the Seller's collection and use of any Third-Party Data collected or generated using web scraping, web crawling, or web harvesting software, or any software, service, tool, or technology that turns the unstructured data found on the internet into machine-readable, structured data; (iii) any Contract with any other Person that has provided to the Seller, or from which the Seller has received or collected, any Third-Party Data; and (iv) all Applicable Laws relating to the Seller's collection and use of Third-Party Data and Seller Data.

(h) Software and IT Systems.

(i) Neither the Seller Products nor, to Seller's Knowledge, any Seller IT Systems contain any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (A) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (B) damaging or destroying any data or file without the user's consent.

(ii) To Seller's Knowledge, all Seller IT Systems have been properly maintained by technically competent personnel in accordance with standards set by the manufacturers or otherwise in accordance with standards prudent in the industry, to ensure proper operation, monitoring and use. The Seller has not experienced any material disruption to, or material interruption in, the Seller's conduct of its business attributable to a defect, bug, breakdown or other failure or deficiency of any Seller IT System. The Seller has taken reasonable measures to provide for the back-up and recovery of the data and information necessary for the Seller to conduct of its business without material disruption to, or material interruption in, the Seller's conduct of its business.

Section 4.13 Privacy and Cybersecurity.

(a) The Seller is, and has at all times in the past three (3) years been, in material compliance with all Privacy Obligations. The Seller has delivered to Buyer accurate and complete copies of all Contracts (or portions thereof) in effect between the Seller and any Person, in each case that are

applicable to the use and disclosure of Personal Data (such policies and Contracts being hereinafter referred to as “Privacy Agreements”) of the Seller.

(b) The Privacy Agreements do not require the delivery of any notice to or consent from any Person, or prohibit the transfer of Personal Data collected and in the possession or control of the Seller to Buyer, in connection with the execution, delivery, or performance of this Agreement or the consummation of any of the transactions contemplated by this Agreement.

(c) The Seller has implemented and maintains a written information security program that is comprised of reasonable and appropriate organizational, physical, administrative, and technical safeguards designed to protect the security, confidentiality, integrity and availability of the Seller IT Systems, including all Seller Data and Personal Data Processed thereby, against loss, theft, unauthorized access, unauthorized disclosure or unlawful Processing, or other misuse, and that are reasonably consistent with (i) reasonable practices in the industry in which the Seller operates, and (ii) the Seller’s Privacy Obligations. The Seller has implemented reasonable backup, business continuity and disaster recovery technology and arrangements consistent with industry practices.

(d) No Person (including any Governmental Authority) has threatened to bring any Proceeding involving a Governmental Authority pursuant to any written notice, or commenced any Proceeding with respect to the Seller’s privacy, security or data protection practices, including any loss, damage or unauthorized access, use, disclosure, modification or other misuse of any Personal Data maintained by, or on behalf of, the Seller and, to the knowledge of the Seller, there is no reasonable basis for such Proceeding. The execution, delivery, performance and consummation of the transaction contemplated hereunder (including the processing of Personal Data in connection therewith) comply with the Privacy Agreements.

(e) There has been no material: (i) illegal or unauthorized acquisition of, access to, loss of, misuse (by any means) of any Seller Data, including Personal Data, or (ii) unauthorized or unlawful processing of Seller Data, including Personal Data, in each case that was collected by or on behalf of the Seller and is in the possession or control of the Seller.

Section 4.14 Insurance Coverage. The Seller has made available to Buyer a list of, and accurate and complete copies of, all insurance policies and fidelity bonds relating to the assets, business, operations, employees, officers or directors of the Seller and its Subsidiaries, each of which is in full force and effect. There is no claim by the Seller or any of its Subsidiaries pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds or in respect of which such underwriters have reserved their rights. All premiums payable under all such policies and bonds have been timely paid and the Seller and its Subsidiaries have otherwise complied fully with the terms and conditions of all such policies and bonds.

Section 4.15 Licenses and Permits. Except as would not reasonably be expected to have a Material Adverse Effect, the Seller and its Subsidiaries have, and at all times have had, all licenses, permits, qualifications, accreditations, approvals and authorizations of any Governmental Authority (collectively, the “Permits”), and have made all necessary filings required under Applicable Law, necessary to service its accounts in accordance with Applicable Laws and otherwise to conduct the business of the Seller and its Subsidiaries. None of the Seller nor any of its Subsidiaries have received any written notice or other written communication regarding any actual or possible violation of or failure to comply with any term or requirement of any Permit or any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Permit. Section 4.15 of the Disclosure Schedule sets forth an accurate and complete list of all Permits issued to the Seller or any of its Subsidiaries. Each such Permit has been validly issued or obtained and is, and after the consummation of the transactions contemplated by this



Agreement will be, in full force and effect. Section 4.15 of the Disclosure Schedule sets forth an accurate and complete list of all Permits for which the Seller or any of its Subsidiaries have applied or have taken the steps necessary to secure or maintain or that the Seller or any of its Subsidiaries otherwise intend to obtain.

Section 4.16 Tax Matters.

(a) The Seller and its Subsidiaries have duly and timely filed with the appropriate Tax authorities all income and other material Tax Returns required to be filed. All such Tax Returns are complete and accurate in all material respects. All Taxes due and owing by the Seller and each of its Subsidiaries (whether or not shown on any Tax Returns) have been paid. None of the Seller nor any of its Subsidiaries are currently the beneficiary of any extension of time within which to file any Tax Return. No written claim has ever been made to the Seller or any of its Subsidiaries by a Taxing Authority or other Governmental Authority in a jurisdiction where the Seller or such Subsidiary does not file Tax Returns that the Seller or such Subsidiary is or may be subject to taxation by that jurisdiction.

(b) No deficiencies for Taxes with respect to the Seller or any of its Subsidiaries have ever been claimed, proposed or assessed in writing by any Taxing Authority or other Governmental Authority. None of the Seller nor any of its Subsidiaries have ever been the subject of any audit, assessment or other action for or relating to any liability in respect of Taxes of the Seller or such Subsidiary. There are no matters under discussion with any Taxing Authority with respect to Taxes that are likely to result in an additional liability for Taxes with respect to the Seller or any of its Subsidiaries. The Seller has delivered or made available to Buyer complete and accurate copies of all federal, state, local and foreign Tax Returns of the Seller and its Subsidiaries (and any predecessor thereof) for the most recent three (3) years.

(c) There are no Liens for Taxes upon any property or asset of the Seller or any of its Subsidiaries (other than Permitted Liens).

(d) None of the Seller nor any of its Subsidiaries will be required to make any adjustment in any material respect (nor has any Governmental Authority proposed in writing any such adjustment) pursuant to Section 481 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law) for any taxable period ending after the Closing Date as a result of a change in accounting method. None of the Seller nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) closing agreement as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law) executed on or prior to the Closing Date, (ii) intercompany transaction or excess loss account described in the Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law), (iii) installment sale or open transaction disposition made on or prior to the Closing Date, (iv) prepaid amount received on or prior to the Closing Date (v) election under Section 108(i) or Section 965(h) of the Code or interest held by the Seller or any of its Subsidiaries in a “controlled foreign corporation” (as that term is defined in Section 957 of the Code) on or before the Closing Date pursuant to Sections 951 or 951A of the Code.

(e) None of the Seller nor any of its Subsidiaries have distributed stock or shares of another entity, and none of the Seller nor any of its Subsidiaries have had its shares or stock distributed by another entity, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code.

(f) None of the Seller nor any of its Subsidiaries have engaged in a trade or business, had a permanent establishment (within the meaning of an applicable Tax treaty), or otherwise become

subject to Tax with respect to a jurisdiction outside the United States.

(g) None of the Seller nor any of its Subsidiaries (i) is a partner for Tax purposes with respect to any joint venture, partnership, or other arrangement or Contract which is treated as a partnership for Tax purposes, and (ii) own an equity interest in any entity.

(h) None of the Seller nor any of its Subsidiaries are a party to or bound by any Tax indemnity agreement, Tax sharing agreement, Tax allocation agreement or similar Contract, other than customary tax provisions in a commercial agreement (such as a lease) entered into in the ordinary course, the principal purpose of which is not the sharing or allocation of Tax.

(i) None of the Seller nor any of its Subsidiaries have ever been subject to the limitations of Section 163(j) of the Code, or any corresponding or similar provision of state, local, or non-U.S. Tax Law.

(j) None of the Seller nor any of its Subsidiaries have ever been a “passive foreign investment company” within the meaning of Section 1297 of the Code with respect to the Seller or such Subsidiary or a “surrogate foreign corporation” within the meaning of Section 7874(a)(2)(b) of the Code.

(k) The Seller and its Subsidiaries have complied with applicable information reporting and record maintenance requirements of Sections 6038, 6038A and 6038B of the Code and the regulations thereunder.

(l) None of the Seller nor any of its Subsidiaries are a party to a “gain recognition agreement” within the meaning of the Treasury Regulations under Section 367 of the Code.

(m) The Seller and its Subsidiaries have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or stockholder of the Seller or any of its Subsidiaries or other Person. The Seller and its Subsidiaries have properly classified all individuals providing services to it as employees or non-employees for all relevant purposes.

(n) The Seller and its Subsidiaries (i) have properly complied with all requirements in order to defer the amount of the employer’s share of any “applicable employment taxes” under Section 2302 of the CARES Act and any other provision under COVID-19 Law, (ii) have properly complied with and duly accounted for all credits received under Sections 7001 through 7005 of the FFCRA Act, Section 2301 of the CARES Act and any other provision under COVID-19 Law, and (iii) except for the PPP Loans, have not sought, and do not intend to seek, (A) any loan pursuant to the Paycheck Protection Program in Section 1102 and Section 1106 of the CARES Act, respectively, (B) any funds pursuant to the Economic Injury Disaster Loan program or an advance on an Economic Injury Disaster Loan pursuant to Section 1110 of the CARES Act, or (C) any loan or funds under similar programs in any foreign jurisdictions or pursuant to any law enacted after the date of this Agreement.

(o) None of the Seller nor any of its Subsidiaries are, nor has they ever been, a party to any “listed transaction,” as defined in Sections 6011, 6662A and 6707A of the Code and Treasury Regulations Section 1.6011-4(b).

#### Section 4.17 Employees and Employee Benefit Plans.

(a) Section 4.17(a) of the Disclosure Schedule sets forth an accurate and complete list of the names, titles, hire dates, vacation entitlement, accrued vacation and paid-time-off, leave status, annual

base salary or hourly wage rate, as applicable, commission, bonus or other cash incentive opportunity, or any other material special circumstances (including pregnancy, maternity protection, parental leave, handicapped status, membership to the works council, if any, or military service) of all employees of and independent contractors to the Seller and each of its Subsidiaries as of the date of this Agreement, including their principal work location and status as exempt or nonexempt from the application of the state and federal (or jurisdictional equivalent) wage and hour laws applicable to employees who do not occupy a managerial, administrative, professional or other exempt position, and indicating whether any employee is on a work visa as of the date of this Agreement. The services provided by each such employee and independent contractor are terminable at the will of the Seller or the applicable Subsidiary. No employee or independent contractor of the Seller or any of its Subsidiaries has informed the Seller or such Subsidiary (whether orally or in writing) of any plan to terminate employment with or services for the Seller or such Subsidiary, and, to the Seller's Knowledge, no such Person has any plans to terminate employment with or services for the Seller or such Subsidiary.

(b) Section 4.17(b) of the Disclosure Schedule sets forth an accurate and complete list identifying each "employee benefit plan," as defined in Section 3 of ERISA (whether or not subject to ERISA), each employment, severance, termination or similar Contract and each other plan, policy, agreement, program or arrangement (written or oral) providing for compensation, bonuses, commission, compensation payments for post-contractual non-competition and/or non-solicitation prohibitions, profit-sharing, stock option or other stock-or equity-linked benefits or rights, incentive, deferred compensation, vacation, overtime or paid-time-off benefits, insurance (including any self-insured arrangements and direct pension insurance), death, life, dental, vision, health or medical benefits, employee assistance, disability or sick leave benefits, workers' compensation, supplemental unemployment benefits, retention, transaction, change of control payments, savings, pension, retirement, post-employment or retirement benefits and each other employee compensation plan (including company pension scheme, program, policy, agreement, program, arrangement or commitment, in each case, which is maintained, administered or contributed to by the Seller or any of its Subsidiaries or any ERISA Affiliate thereof and covers any employee or former employee, consultant, officer or director of the Seller or any of its Subsidiaries, or with respect to which the Seller or any of its Subsidiaries have or may have any Liability, whether actual or contingent (collectively, the "Employee Plan")).

(c) The Seller has furnished or made available to Buyer accurate and complete copies of (i) all documents constituting each Employee Plan (and written descriptions of all material terms of any plan that is not in writing), including all amendments thereto and all related trust documents and other funding arrangements, (ii) the three most recent annual reports (Form 5500 and all schedules and financial statements attached thereto), if any, required under ERISA or the Code in connection with each Employee Plan, (iii) if the Employee Plan is funded, the most recent annual and periodic accounting of Employee Plan assets, (iv) the most recent summary plan description together with the summary(ies) of material modifications thereto, if any, required under ERISA with respect to each Employee Plan, (v) all written Contracts relating to each Employee Plan to the extent currently effective, including administrative service agreements and group insurance contracts, (vi) the most recent determination or opinion letter from the Internal Revenue Service relating to each Employee Plan, if any, and (vii) all correspondence within the past three (3) years to or from any Governmental Authority relating to any Employee Plan.

(d) No Employee Plan is, and neither the Seller, nor any of its Subsidiaries nor any ERISA Affiliate thereof (nor any predecessor thereof) sponsors, maintains or contributes to, or has in the past sponsored, maintained or contributed to, any (i) pension plan subject to Part 3 of Subtitle B of Title I of ERISA, Title IV of ERISA or Section 412 or 430 of the Code, (ii) multiemployer plan, as defined in Section 3(37) of ERISA, (iii) multiple employer plan, as defined in Section 413(c) of the Code, or (iv) multiple employer welfare arrangement, within the meaning of Section 3(40) of ERISA.

(e) The Seller and each of its Subsidiaries have performed all obligations required to be performed by it thereunder, is not in default or violation of, and the Seller has no Knowledge of any default or violation by any other party to, any Employee Plan. Each Employee Plan has been established, operated and maintained in all material respects in accordance with its terms and in compliance in all material respects with all Applicable Laws, including ERISA and the Code. Each Employee Plan which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter (or opinion letter, if applicable), or has pending or has time remaining in which to file, an application for such determination from the Internal Revenue Service, and to the Seller's Knowledge there is no reason any such determination letter could be revoked or not be reissued. Each trust established in connection with any Employee Plan which is intended to be exempt from federal income taxation under Section 401(a) of the Code is so exempt, and no fact or event has occurred that would reasonably be expected to adversely affect the exempt status of any such trust. No events have occurred with respect to any Employee Plan that could result in payment or assessment by or against the Seller or any of its Subsidiaries of any excise taxes under Sections 4972, 4975, 4976, 4977, 4979, 4980B, 4980D, 4980E or 5000 of the Code.

(f) The consummation of the transactions contemplated by this Agreement will not (either alone or together with any other event, including a subsequent termination of employment or service), including pursuant to any Employee Plan, (i) entitle any current or former employee, independent contractor or director of the Seller or any of its Subsidiaries or any other Person to any payment, (ii) accelerate the time of payment or vesting or trigger any payment of funding (through a grantor trust or otherwise) of compensation or benefits, including any equity award, to any such Person, (iii) increase the amount or compensation or benefits due or payable to any such Person, or (iv) trigger any other obligation pursuant to any Employee Plan.

(g) There is no Contract covering any employee or other service provider of the Seller or any of its Subsidiaries that, considered individually or considered collectively with any other such Contracts, will, or could reasonably be expected to, give rise directly or indirectly to the payment of any amount that could be characterized as an "excess parachute payment" within the meaning of Section 280G(b)(2) of the Code.

(h) The Seller and its Subsidiaries and each of their respective ERISA Affiliates are in compliance in all material respects with (i) the applicable requirements of Section 4980B of the Code and any similar state law, and (ii) the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations (including the proposed regulations) thereunder. No Employee Plan is a voluntary employee benefit association under Section 501(a)(9) of the Code.

(i) No Employee Plan (other than fully insured health plans) is maintained through a human resources and benefits outsourcing entity, professional employer organization, or other similar vendor or provider.

(j) Each Person providing services to the Seller and its Subsidiaries that has been characterized as a consultant or independent contractor and not an employee has been properly characterized as such, there has been no determination by any Governmental Authority that any independent contractor is an employee of the Seller, and neither the Seller nor any ERISA Affiliate thereof has any Liability or obligations, including under or on account of any Employee Plan, arising out of the hiring or retention of persons to provide services to the Seller, its Subsidiaries or any ERISA Affiliate thereof and treating such persons as consultants or independent contractors and not as employees of the Seller, its Subsidiaries or any ERISA Affiliate thereof.

(k) Neither the Seller nor any of its Subsidiaries maintain or sponsor any "nonqualified

deferred compensation plan” (as defined in Section 409A(d)(1) of the Code). With respect to any nonqualified deferred compensation plan (within the meaning of Section 409A of the Code) maintained by the Seller or any of its Subsidiaries, (i) such plan has in all material respects complied and continues to comply in form and operation with Section 409A of the Code and the guidance issued thereunder and (ii) the transactions contemplated by this Agreement will not result in any adverse tax consequences to the participants in such plan as the result of Section 409A of the Code (including the inclusion in income of deferred amounts, or any additional tax pursuant to Section 409A(a)(1)(b) of the Code).

(l) Neither the Seller nor any of its Subsidiaries is a party to or subject to, or is currently negotiating in connection with entering into, any collective bargaining agreement or other contract or understanding with a labor union, works council or similar organization. Neither the Seller nor any of its Subsidiaries have experienced any strike, slowdown, work stoppage, picketing, lockouts or other organized work interruption with respect to any employees, nor, to the Seller’s Knowledge, are any such strikes, slowdowns, work stoppages, picketings, lockouts or other organized work interruptions threatened. No general promises made to all employees are valid and in force at the Seller or any of its Subsidiaries.

(m) The Seller is in compliance with all Applicable Laws regarding labor, employment, and employment practices, including all Applicable Laws respecting terms and conditions of employment, employee safety and health, employee leave issues, immigration status (including the completion of Forms I-9 for all U.S. employees and the proper confirmation of employee visas), and wages and hours, and in each case, with respect to employees (i) is not liable for any arrears of wages, compensation, severance pay or any Taxes or any penalty for failure to comply with any of the foregoing, and (ii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (in each case, other than routine payments to be made in the normal course of business and consistent with past practice). The Seller and, as applicable, its Subsidiaries, have fully and timely paid all wages, salaries, wage premiums, commissions, bonuses, severance and termination payments, fees, and other compensation that have become due and payable to its current or former employees and independent contractors under Applicable Laws, Contract or Seller policies. There are no controversies pending, or to the Knowledge of the Seller, threatened between the Seller or any of its Subsidiaries and any of their respective current or former employees that could result in a Proceeding. Since January 1, 2021, there has not been any material change in the compensation of any individual set forth in clause (a) (except for compensation increases and decreases in the ordinary course of business consistent with past practice). Since January 1, 2016, neither the Seller nor any of its Subsidiaries have taken any action which would constitute a “plant closing” or “mass layoff” within the meaning of WARN or issued any notification of a plant closing or mass layoff required by WARN without complying with WARN. Since January 1, 2016, there have been no employment discrimination, employment harassment, sexual assault, sexual harassment or improper fraternization allegations raised, brought, threatened, or settled relating to any officer or director of the Seller or any Subsidiary involving or relating to services provided to the Seller or such Subsidiary. The policies and practices of the Seller and its Subsidiaries comply with all Applicable Laws concerning employment discrimination, employment harassment, sexual assault, sexual harassment or improper fraternization.

(n) To the Knowledge of the Seller, no employee or independent contractor of the Seller or any of its Subsidiaries is in violation of any term of any employment agreement, noncompetition agreement, or any restrictive covenant to a former employer relating to the right of any such employee to be employed by the Seller or such Subsidiary because of the nature of the business conducted or presently proposed to be conducted by the Seller or such Subsidiary or to the use of trade secrets or proprietary information of others.

(o) The Seller maintains an accurate and complete Form I-9 for each employee for

whom such a Form I-9 must be maintained. No Proceeding against the Seller is pending or threatened in writing under the Immigration Reform and Control Act of 1986, as amended.

(p) There has not been, nor are there currently, any Proceedings or internal investigations or inquiries conducted by the Seller or any of its Subsidiaries, the Board of Directors or any committee thereof of the Seller or any of its Subsidiaries (or any Person at the request of any of the foregoing) concerning any financial, accounting, Tax, conflict of interest, illegal activity, fraudulent or deceptive conduct, discrimination/sexual harassment, whistleblowing or other misfeasance or malfeasance issues with respect to any current or former director, officer, advisor, consultant or employee of the Seller or any of its Subsidiaries.

Section 4.18 Affiliate Transactions. No director, officer, employee, Affiliate (which for purposes of this Section 4.18 will include any stockholder of the Seller or any of its Subsidiaries that owns more than 5% of the capital stock or other equity interests of the Seller or any of its Subsidiaries) or “associate” or Related Parties, other than in its capacity as a director, officer or employee of the Seller or any of its Subsidiaries (a) is involved, directly or indirectly, in any material business arrangement or other material relationship with the Seller or any of its Subsidiaries (whether written or oral), (b) directly or indirectly owns, or otherwise has any right, title, interest in, to or under, any material property or right, tangible or intangible, that is used by the Seller or any of its Subsidiaries or (c) is engaged, directly or indirectly, in the conduct of the business of the Seller or any of its Subsidiaries. In addition, to the Knowledge of the Seller, no officer or employee of the Seller or any of its Subsidiaries has an interest in any Person that competes with the business of the Seller or any of its Subsidiaries in any market presently served by the Seller or any of its Subsidiaries (except for ownership of less than one percent of the outstanding capital stock of any corporation that is publicly traded on any recognized stock exchange or in the over-the-counter market).

Section 4.19 Environmental Matters. Except for those matters that individually or in the aggregate have not had and would not reasonably be expected to be material to the Seller or any of its Subsidiaries, taken as a whole: (a) neither the Seller nor any of its Subsidiaries have, in a manner that could give rise to liability under Applicable Laws, released any Hazardous Materials in, on, under, from or affecting any properties or facilities currently or formerly owned, leased or operated by the Seller or any of its Subsidiaries and, to the Knowledge of the Seller, (i) except as set forth on Section 4.19 of the Disclosure Schedule, Hazardous Materials are not otherwise present at or affecting any such properties or facilities, or at any other location, that could reasonably be expected to result in liability to or otherwise adversely affect the Seller or any of its Subsidiaries, and (ii) there is no reasonable basis for any Environmental Claim against it, or any liability or obligation of it under any Environmental Laws; and (b) neither the Seller nor any of its Subsidiaries have retained or assumed, either contractually or, to the Knowledge of the Seller, by operation of Applicable Law, any liabilities or obligations that could reasonably be expected to form the basis of any claim under any Environmental Laws or regarding any Hazardous Materials against the Seller or any of its Subsidiaries.

Section 4.20 Finders’ Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Seller or any of its Subsidiaries who might be entitled to any fee or commission from the Seller or any of its Subsidiaries or any of its Affiliates in connection with the transactions contemplated by this Agreement.

Section 4.21 Purchase Entirely For Own Account. This Agreement is made with Seller in reliance in part upon Seller’s representation to Buyer and Parent, which by Seller’s execution of this Agreement, Seller hereby confirms, that (i) Seller and each of the Stockholders and holders of Seller Convertible Notes are “accredited investors” as defined in Regulation D promulgated under the Securities Act, and (ii) the shares of Parent Common Stock comprising the Purchase Consideration (the “Securities”),

to be acquired by Seller pursuant to this Agreement will be acquired for investment for Seller's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that Seller has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, Seller further represents that Seller 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 Securities. Seller has not been formed for the specific purpose of acquiring the Securities. Notwithstanding the foregoing, Seller will be distributing the Securities to the Participating Securityholders who are Accredited Investors in connection with its pending winding up and dissolution pursuant to the terms of the Seller Governance Documents and Section 6.5. It will be an express condition to a Securityholder's receipt of any Securities that such Securityholder delivers an accredited investor questionnaire completed to Buyer and Parent's reasonable satisfaction.

Section 4.22 Avoidable Transfer; Solvency. The following statements are and, after giving effect to the acquisition by Buyer of the Purchased Assets and the other transactions contemplated hereby, will be true and correct:

(a) The aggregate value of all assets and properties of Seller, at their respective then present fair saleable values, exceeds the amount of all the debts and Liabilities of Seller. Seller understands that, in this context, "present fair saleable value" means the amount which may be realized within a reasonable time through a sale within such period by a capable and diligent businessperson from an interested buyer who is willing to purchase under ordinary selling conditions. In determining the present fair saleable value of Seller's contingent Liabilities (such as litigation, guarantees and pension plan liabilities), Seller has considered such Liabilities that could possibly become actual or matured Liabilities.

(b) Seller is not insolvent as such term is used in Section 548 of the Bankruptcy Code and the Uniform Fraudulent Transfers Act as adopted in the State of Delaware and all other applicable fraudulent transfer or fraudulent conveyance laws, statutes, rules or regulations applicable to Seller.

## **Article 5**

### **Representations and Warranties of Buyer**

Parent and Buyer represent and warrant to the Seller as follows as of the date hereof and as of the Closing Date:

Section 5.1 Organization and Corporate Power. Parent and Buyer are corporations duly organized, validly existing and in good standing under the Laws of their jurisdictions of formation.

Section 5.2 Authorization. Each of Parent and Buyer have all necessary power and authority to execute and deliver this Agreement and each other Transaction Document to which it is, or at or prior to the Closing will be, a party (the "Buyer Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each other applicable Buyer Document by Parent and Buyer and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all requisite corporate action, and no other corporate proceedings on the part of Parent and Buyer are necessary to authorize the execution, delivery or performance of this Agreement and each other Buyer Document, as applicable. This Agreement has been, and each of the other Buyer Documents will be at or prior to the Closing, duly and validly authorized, executed and delivered by Parent and Buyer, as applicable, and assuming that this Agreement and each of the other Buyer Documents is a valid and binding obligation of the other parties hereto and thereto, this Agreement constitutes, and each of the other Buyer Documents when so executed and delivered will constitute, a legal, valid and binding obligation of Buyer, as applicable, enforceable against them in accordance with their respective terms, except as enforceability

may be affected by the Enforceability Exceptions.

Section 5.3 Governmental Authorization. The execution, delivery and performance by each of Parent and Buyer of this Agreement and the consummation by each of Parent and Buyer of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority, other than (a) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other U.S. state or federal securities laws or the laws of any national securities exchange, and (b) any actions or filings the absence of which would not be reasonably expected to materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 5.4 Non-Contravention. The execution, delivery and performance by each of Parent and Buyer of this Agreement and the consummation by Parent and Buyer of the transactions contemplated hereby do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation of Parent and Buyer, as applicable or (b) contravene, conflict with or result in a violation or breach of any provision of any Applicable Law.

Section 5.5 Issuance of Shares. The shares of Parent Common Stock issuable as Purchase Consideration, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the applicable state and federal securities Laws and liens or encumbrances created by or imposed by the Seller. Based in part on the accuracy of the representations of the Seller in this Agreement and subject to filings pursuant to applicable state securities laws, the offer, sale and issuance of the Purchase Consideration to be issued pursuant to and in conformity with the terms of this Agreement, will be issued in compliance with all applicable federal and state securities Laws.

Section 5.6 SEC Reports; Financials. Since January 1, 2021, Parent has timely filed with the SEC all periodic reports required to be filed by Buyer under the Securities Act or the Exchange Act (excluding Section 16) (such reports, the “Parent SEC Documents”). As of their respective dates, each of the Parent SEC Documents, as amended (including all financial statements included therein, exhibits and schedules thereto and documents incorporated by reference therein), was prepared with and complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such Parent SEC Documents, and none of the Parent SEC Documents contained, when filed or, if amended prior to the date of this Agreement, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No notice of any SEC review or investigation of the Parent or such Parent SEC Documents has been received by Buyer. As used in this Section 5.6, the term “file” will be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC or the Nasdaq Stock Market.

Section 5.7 Broker and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker’s, finder’s, financial advisor’s or other fee or commission in connection with this Agreement and the transactions contemplated hereby based upon arrangements made by or on behalf of Buyer or its Affiliates.

Section 5.8 No Other Representations; Non-Reliance. Buyer acknowledges that the Seller is not making any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except as provided in Article 4 of this Agreement, respectively. Buyer is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this



Agreement, express or implied, except for the representations and warranties provided in Article 4 of this Agreement.

## **Article 6**

### **Covenants of the Seller and Buyer**

#### **Section 6.1      Confidentiality; Public Announcements.**

(a) For purposes of securities law compliance, no party to this Agreement nor any Securityholder will issue any press release or make any other public announcement relating to this Agreement without the prior written approval of the other party, except that Buyer reserves the right, without the Seller's prior consent, to make any public disclosure it believes in good faith, and upon advice of counsel, is required by applicable securities Laws or securities listing standards (in which case Buyer agrees to use reasonable efforts to advise the Seller prior to making such disclosure).

(b) Each party agrees that this Agreement, the other Transaction Documents and the terms and conditions set forth herein and therein will be kept confidential and will not be disclosed or otherwise made available to any other Person and that copies of this Agreement and the other Transaction Document will not be publicly filed or otherwise made available to the public, except (i) where such disclosure, availability or filing, upon the advice of outside counsel, is required by Applicable Law (including the periodic reporting requirements under the Exchange Act) and only to the extent required by such Law or under the rules of any securities exchange on which the securities of Parent are listed, and (ii) as otherwise agreed by each of Buyer and the Seller. In the event that any such disclosure, availability or filing is required by Applicable Law (other than any filing required by the Exchange Act or the Securities Act), each of Buyer and the Seller agrees to use its commercially reasonable efforts to obtain "confidential treatment" or similar treatment of this Agreement and the other Transaction Documents and to redact such terms of this Agreement and the other Transaction Documents that the other reasonably requests. Notwithstanding anything herein to the contrary, following Closing, the Seller will be permitted to disclose information to advisors and representatives of the Seller, in each case who have a need to know such information, provided, that such persons are subject to confidentiality obligations with respect thereto. The Seller and each of the parties hereto acknowledges that Parent Common Stock is publicly traded, and that any non-public information obtained during the course of its due diligence could be considered to be material non-public information within the meaning of federal and state securities Laws. Accordingly, the Seller acknowledges and agrees not to engage in any discussions or correspondence regarding, or transactions in, Parent Common Stock in violation of applicable securities Laws.

(c) Following the Closing, neither Seller nor any Seller Subsidiary shall retain copies of any Seller IP, Software or other Technology included in the Purchased Assets, even if such Purchased Assets are such that more than one copy may exist. Seller hereby waives, solely for the benefit of Buyer and its affiliates, any rights to which Seller is entitled under any employee confidential information and invention assignment agreement or similar Contract or arising under Applicable Law with respect to the subject matter thereof.

#### **Section 6.2      Release.**

(a) Seller, on its own behalf and on behalf of each of its Affiliates and their respective employees, officers, directors, and other representatives, generally, irrevocably, unconditionally and completely releases and forever discharges Buyer and its Affiliates and each of their respective Related Parties, and each of their respective successors and assigns and each of their respective Related Parties (collectively, the "Buyer Released Parties"), from all Proceedings, disputes, claims, Losses, controversies, demands, rights, liabilities, actions and causes of action of every kind and nature, whether known or

unknown, arising from any matter concerning the Seller and any of its Subsidiaries occurring prior to the Closing Date (other than as contemplated by this Agreement); provided, however, that nothing in this Section 6.2 will release Buyer Released Parties from their obligations: (i) under this Agreement or the other Transaction Documents or any other Contract to which any Buyer Released Party is a party or (ii) any claim based on Fraud.

(b) The releases contained herein are intended to be complete, global and all-encompassing and specifically include claims that are known, unknown, fixed, contingent or conditional with respect to the matters described herein as of the Closing Date. Seller hereby expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its settlement with the released party, including, without limitation, the following provisions of California Civil Code Section 1542: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

### Section 6.3 Transferred Employees.

(a) The Seller (i) commencing on the Closing Date shall terminate all employees of the Seller who are actively at work on the Closing Date, and (ii) shall identify to Buyer all employees or service providers of the Seller or its Subsidiaries who have been actively working on the business of the Seller within one year prior to the Closing Date. At Buyer’s sole discretion, Buyer may offer employment, on an “at will” basis, to any or all of such employees and service providers (collectively, the “Transferred Employees”).

(b) The Seller and Buyer will cooperate with respect to any employee communications regarding any matters provided for herein, provided, however, that Buyer will retain the sole and absolute discretion to approve of, in advance, any written employee communications relating to any compensation or benefits to be provided by it or its Affiliates, or by the Seller or its Affiliates under this Agreement. The parties further agree to coordinate in advance any formal meetings or presentations between Transferred Employees and any representative of Buyer and any Buyer written employee communications.

(c) Prior to the Closing, if requested by Buyer, the Seller will take all actions necessary to terminate or amend any and all Employee Plans, including without limitation any plan intended to qualify under Section 401(a) of the Code, effective not earlier than immediately prior to the Closing (or, with respect to a 401(k) plan, no later than one day prior to the Closing).

(d) Nothing in this Section 6.3 will (i) be construed as an amendment to any employee benefit plan or program, (ii) create any third-party beneficiary or other right (including without limitation any right to continued employment) in any Continuing Employee with respect to Buyer or the Seller, or (iii) require Buyer or the Seller to continue any Employee Plan or prevent the amendment, modification or termination of any Employee Plan after the Closing.

Section 6.4 Further Actions. Subject to the other express provisions of this Agreement, upon the request of any party to this Agreement, the other parties will (a) furnish to the requesting party any additional information, (b) execute and deliver, at their own expense, any other documents and (c) take any other actions as the requesting party may reasonably require to more effectively carry out the intent of this Agreement and the transactions contemplated by this Agreement.

Section 6.5 Wind-Down and Dissolution; Distribution to Participating Securityholders.

(a) Payment of Liabilities. Prior to the Closing, Seller shall adopt a plan of liquidation in form reasonably satisfactory to Buyer. Immediately after the Closing, Seller shall initiate the wind down of Seller's business in accordance with Applicable Law and pay or otherwise satisfy all outstanding Liabilities of Seller, including Excluded Liabilities, and provide evidence reasonably satisfactory to Buyer that all such liabilities have been paid or satisfied, or obtain a release of claims from such creditors in a form reasonably acceptable to Buyer (collectively, the "Wind-Down"). Seller shall ensure that prior to the Wind-Down, Seller has made adequate provision and reserved sufficient capital for any and all Liabilities of Seller for Taxes and other Liabilities in accordance with Applicable Law. Following the Closing, Ronjon Nag will provide transition services to the Seller to assist with the Wind-Down, through the greater of (a) 15 months, or (b) such shorter amount of time required to effectively complete the Wind-Down Requirements. As consideration for such services, the Seller will pay or cause to be paid to Ronjon Nag, an amount equal to \$30,000.

(b) Certificate of Dissolution or Amendment to Organization. Seller shall use reasonable commercial efforts to complete the Wind-Down and file a Certificate of Dissolution no earlier than twelve months following the Closing and no later than eighteen months following the Closing. An authorized officer of Seller shall file a Certificate of Dissolution in form reasonably satisfactory to Buyer with the Secretary of State of Delaware with respect to Seller, and provide a certified, filed copy of such Certificate of Dissolution to Buyer.

(c) Officer's Certificate. Prior to any distribution of (i) any Deferred Shares, or (ii) Retained Cash to any Participating Securityholders, Seller shall deliver to Buyer: (i) a certificate executed by an authorized officer of Seller to the effect that each of the conditions specified in Section 6.5(a) and Section 6.5(b) (collectively, the "Wind-Down Requirements"), has been satisfied in all respects and (ii) a certification of the approvals of the Seller's board of directors and the shareholders necessary to effect the contemplated distribution of any final liquidating distributions to the Participating Securityholders in accordance with the terms of this Agreement, Applicable Law and Seller's Governance Documents, the delivery of which shall constitute a representation by Seller that such distribution complies with this Agreement, Applicable Law and Seller's Governance Documents.

Section 6.6 Conduct of Business. From the date hereof until the Closing or the earlier termination of this Agreement (such period, the "Interim Period"), except as expressly contemplated or required by this Agreement, as consented to in writing by Buyer, as set forth in Section 6.5 of the Disclosure Schedule and as required by Applicable Law, the Seller will: (a) conduct its business only in the ordinary course of business consistent with past practice, (b) use commercially reasonable efforts to (i) preserve intact its present business operations and organization, including existing relations and goodwill with Governmental Authorities, clients, customers, vendors and suppliers, (ii) retain the services of its present directors, officers, employees, contractors and consultants and (iii) manage working capital of the Seller in the ordinary course of business consistent with past practice, (c) pay or perform all of the Seller's obligations when due (including the timely withholding, collecting, remitting and payment of all Taxes required under Applicable Law) and (d) not:

(i) (A) amend or propose to amend the Seller Governance Documents in any manner or (B) split, combine, recapitalize or reclassify the capital stock or other equity interests of the Seller;

(ii) issue, deliver, sell, pledge, transfer or dispose of, or agree to issue, sell, deliver, pledge, transfer or dispose of, any shares of capital stock or other equity interests of the Seller or issue any shares of capital stock or equity interests of any class or issue or become a party to any

subscriptions, warrants, rights, options, convertible securities or other agreements or commitments of any character relating to the issued or unissued capital stock or other equity interests of the Seller (other than this Agreement and pursuant to the exercise of currently outstanding options), or grant any stock appreciation or similar rights;

(iii) reclassify, combine, split, subdivide, redeem, purchase or otherwise acquire any outstanding shares of capital stock or other equity interests of the Seller or declare, set aside or pay any dividend or make any other distribution to any Person in respect of any shares of capital stock or other equity interests of the Seller;

(iv) sell, license, pledge or otherwise dispose of or encumber any Seller IP owned, used, or held for use by the Seller in the conduct of their businesses except for non-exclusive licenses or sublicenses of Seller IP in the ordinary course of business consistent with past practice, or permit any Seller IP required to be set forth in Section 4.12(a)(i) of the Disclosure Schedule to lapse, expire or be abandoned;

(v) sell, lease, license, transfer, abandon, allow the loss or lapse of or otherwise dispose of or subject to any Lien other than Permitted Liens any property or assets of the Seller having a value in excess of \$10,000 individually or \$25,000 in the aggregate, in each case, other than sales of assets in the ordinary course of business consistent with past practice or pursuant to existing Contracts made available to Buyer;

(vi) sell, license, license, pledge or otherwise dispose of or encumber any Seller IP owned, used, or held for use by the Seller in the conduct of their businesses except for non-exclusive licenses or sublicenses of Seller IP in the ordinary course of business consistent with past practice pursuant to the Seller's standard form of customer Contract (the form of which has been made available to Buyer), or permit any Seller IP required to be set forth in Section 4.12(a)(i) of the Disclosure Schedule to lapse, expire or be abandoned;

(vii) amend or waive any material rights under or terminate (except for a termination resulting from the expiration of a Contract in accordance with its terms) any Seller Contract or enter into any new Contract that would be a Seller Contract if entered into prior to the date hereof;

(viii) enter into any Contract that provides for aggregate payments to or from the Seller in excess of \$10,000;

(ix) make any loans, advances or capital contributions to or investments in any other Person or otherwise incur or guarantee any Indebtedness other than loans, advances or capital contributions by the Seller to any employee in connection with travel, entertainment and related business expenses or other customary out-of-pocket expenses in the ordinary course of business consistent with past practice;

(x) commit or authorize any commitment to make any capital expenditures in excess of \$5,000 individually or \$15,000 in the aggregate or defer any capital expenditures specified in the capital budget of the Seller;

(xi) make any change in any method of accounting or auditing practice, (including, procedures with respect to revenue recognition, payments of accounts payable and collection of accounts receivable) other than changes required as a result of changes in GAAP or Applicable Law;

(xii) enter into any partnership, joint venture, joint development or other similar

arrangement with one or more Persons;

(xiii) except to the extent required by any Employee Plan, (A) grant any increase in the compensation or benefits payable or to become payable to any current or former director, officer, employee, contractor or consultant of the Seller (except for increases in the ordinary course of business with respect to non-management individuals earning less than \$100,000 in total direct compensation); (B) grant any such individual any bonus, equity or equity-based compensation, retention, severance, change in control or similar rights; (C) terminate, modify or adopt any Employee Plan (or any arrangement that would constitute an Employee Plan, if adopted); (D) commence or terminate the employment, change the title, office or position, or materially alter the responsibilities of any director, officer, employee, contractor or consultant of the Seller (except for terminations for cause or actions taken in the ordinary course of business or the payment of accrued or earned but unpaid bonuses with respect to non-management individuals earning less than \$100,000 in total direct compensation); (E) accelerate the timing of payment or vesting of any compensation or benefits; (F) implement any employee layoffs in violation of WARN; (G) negotiate or enter into any collective bargaining agreement or other contract with any labor organization, union or employee organization relating to any employee of the Seller; or (H) waive, release, limit, or condition any restrictive covenant obligation of any current or former employee, director or other individual service provider of the Seller;

(xiv) (A) settle or commence any Proceeding or litigation or (B) enter into any consent decree, injunction or other similar restraint or form of equitable relief in settlement of any claim or litigation;

(xv) change or modify its credit, collection or payment policies, procedures or practices, including accelerating collections or receivables (whether or not past due) or failing to pay or delaying payment of payables or other Liabilities;

(xvi) (A) make, change or rescind any Tax election or method of accounting, (B) file any amended Tax Return, (C) request, waive or consent to any extension or waiver of the limitations period applicable to the assessment, determination or collection of any Taxes, (D) settle, resolve or otherwise dispose of any material claim or proceeding relating to Taxes (other than the timely payment of Taxes in the ordinary course of business consistent with past practice), (E) enter into any closing agreement affecting any Tax liability or refund, (F) file any request for rulings or special Tax incentives with any Governmental Authority, or (G) take, or cause or permit any other Person to take, any action or actions which could, individually or in the aggregate, (i) increase the Liability for Taxes of Buyer or any of its Affiliates (including, after the Closing, the Seller) or (ii) result in, or change the character of, any income or gain that Buyer or any of its Affiliates (including, after the Closing, the Seller) must report on any Tax Return;

(xvii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization, or other reorganization or make any material reductions in force;

(xviii) take any other actions that would have a Material Adverse Effect on the Seller or its Subsidiaries; or

(xix) authorize, commit or agree to take any action described in this Section 6.6.

#### Section 6.7 Stockholder Approval.

(a) Immediately prior to the execution of this Agreement, the Seller will duly take all

lawful action to obtain the Stockholder Written Consent evidencing the Stockholder Approval as promptly as practicable after the date hereof. Promptly following the receipt of the Stockholder Approval, the Seller will deliver evidence of such approval to Buyer.

(b) As expeditiously as possible (and in any event within three (3) Business Days) following the date hereof, the Seller will deliver to the holders of Seller Stock who did not execute the Stockholder Written Consent a written notice informing them of the approval of this Agreement and the transactions contemplated hereby in accordance with Section 228 of the DGCL.

(c) The information furnished in any document mailed, delivered or otherwise furnished to the Stockholders in connection with the solicitation of their consent to, and adoption of, this Agreement and the approval of the principal terms of the transactions contemplated hereby, will not contain, at or prior to the Closing, any untrue statement of a material fact and will not omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(d) Prior to the Closing, the Seller will notify each Stockholder that did not execute the Stockholder Written Consent and each holder of Options of the transactions contemplated hereby, in each case, to the extent required by the terms and conditions of this Agreement, the Seller Governance Documents, the Employee Plan, any Laws (including the DGCL) or other Contracts or instruments governing such securities and as contemplated herein.

Section 6.8 [Reserved].

Section 6.9 Exclusivity. During the Interim Period, the Seller will, and the Seller will not permit any of its Affiliates or Representatives acting on its behalf to, directly or indirectly, (a) solicit, initiate, seek or take any action to facilitate or encourage the submission of any Acquisition Proposal or any inquiry, offer or proposal that would reasonably be expected to lead to any Acquisition Proposal, (b) enter into or participate in any discussions or negotiations with, furnish any documents or information relating to the Seller or afford access to the business, properties, assets, books or records of the Seller to, or otherwise cooperate in any way with, any third party that has made, or to the Seller's Knowledge, is seeking to make, or would reasonably be expected to make, any Acquisition Proposal, or (c) accept any offer or proposal, enter into any letter of intent or other agreement (whether binding or non-binding) or make any public announcement with respect to any Acquisition Proposal with any Person other than Buyer. The Seller will, and each of them will cause its Affiliates and Representatives to, (i) immediately cease and cause to be terminated all existing discussions, negotiations or other activities with any other Person conducted prior to the date hereof with respect to any Acquisition Proposal and (ii) promptly request the return or destruction of all confidential information provided to any other Person pursuant to any confidentiality agreement or otherwise in connection with any such discussions, negotiations or other activities.

Section 6.10 Access. During the Interim Period and subject to Applicable Laws, Buyer will be entitled, through its Representatives, to have such access to the properties, businesses, operations and personnel of the Seller and such examination of the books, records and financial condition of the Seller as it reasonably requests and to make extracts and copies of such books and records. Any such access and examination will be conducted upon reasonable prior notice during regular business hours and under reasonable circumstances and in a manner that does not unreasonably interfere with the normal operations of the Seller, and the Seller will, and will cause its Representatives to, cooperate with Buyer and its Representatives in connection with such investigation and examination. Notwithstanding anything to the contrary herein, no such access or examination will be permitted to the extent that it would require the Seller to disclose information subject to attorney-client privilege solely to the extent that the disclosure of such information would, in the reasonable and good faith judgment of the Seller's outside counsel, violate

such attorney-client privilege; provided, however, the Seller will promptly notify Buyer of such circumstance and use commercially reasonable efforts to seek alternative means to disclose such information as completely as possible without adversely affecting such attorney-client privilege.

Section 6.11 Notification of Certain Matters. During the Interim Period, the Seller will promptly notify Buyer of (a) any notice or other communication received by the Seller from any Governmental Authority in connection with the transactions contemplated by this Agreement or from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, (b) any Proceedings commenced or, to the knowledge of the Seller, threatened against, relating to or involving or otherwise affecting the Seller that relate to the transactions contemplated by this Agreement, (c) the discovery of any fact or circumstance that, or the occurrence or non-occurrence of any event the occurrence or non-occurrence of which, has caused any representation or warranty made by such party contained in this Agreement to be untrue or inaccurate in any material respect or that would render any condition set forth in Section 7.2 incapable of being satisfied (whether or not curable), (d) any failure of the Seller, its Subsidiaries or, to the knowledge of the Seller, their respective Representatives to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder; and (e) any Material Adverse Effect. For the avoidance of doubt, the delivery of any notice pursuant to this Section 6.11 will not (i) cure any breach of, or non-compliance with, any other provision of this Agreement, (ii) limit the remedies available to an Indemnified Person, or (iii) constitute an acknowledgment or admission of breach of this Agreement.

Section 6.12 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 6.13 Transfer Taxes. Any transfer, sales, use, documentary, stamp, recording, registration, and other such Taxes and fees (including any additions to Tax or additional amounts, and penalties and interest relating thereto) (collectively, "Transfer Taxes") that arise by reason of the transactions contemplated by this Agreement will be borne 50% by Buyer and 50% by the Seller. The Buyer will be responsible for the timely remittance of any Transfer Taxes to the appropriate Taxing Authority and will, at its expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, subject to reimbursement for the portion attributable to the Seller of such Transfer Taxes at least five (5) Business Days prior to the deadline for remittance of such Transfer Taxes to the appropriate Taxing Authority. Buyer and the Seller shall use commercially reasonable efforts to minimize any Transfer Taxes payable in connection with the purchase and sale of the Purchased Assets. Buyer and the Seller agree that any software, related data, and software documentation included in the Purchased Assets and any other Purchased Assets that can be transmitted to Buyer by electronic transmission (collectively, the "Remotely Transferable Assets") shall be delivered to Buyer by electronic transmission as of or promptly following the Closing to hardware specified by Buyer. The Seller shall electronically deliver, or cause to be electronically delivered, Remotely Transferable Assets by the means designated by Buyer, which may include ftp transfer, other means of remote telecommunications, or by direct installation on the Purchaser's hardware (i.e., "load and leave").

Section 6.14 Seller Tax Returns. On or prior to the Closing Date, the Seller shall prepare, or cause to be prepared, and shall timely file or cause to be timely filed, all Tax Returns of the Seller required to be filed on or prior to the Closing Date and shall timely pay all Taxes owed with respect to such Tax Returns. After the Closing Date, the Seller shall prepare, or cause to be prepared, and shall timely file, or cause to be timely filed, all Tax Returns of the Seller required to be filed after the Closing Date with respect to the Pre-Closing Tax Period and shall timely pay all Taxes owed with respect to such Tax Returns. With respect to any income or material Tax Return which relate to the Pre-Closing Tax Period, the Seller shall provide each such Tax Return to Buyer at least twenty (20) Business Days prior to filing and shall consider

in good faith any reasonable comments made by Buyer to any such material non-income Tax Returns.

Section 6.15 Tax Cooperation. Buyer and the Seller shall use commercially reasonable efforts to cooperate, as and to the extent reasonably requested by another party hereto, in connection with (a) the filing of any Tax Return, amended Tax Return or claim for refund, (b) filing requests for tax clearance or bulk sale notice, (c) determining a liability for Taxes and (d) conducting any Tax Contest, in each case, relating to the Purchased Assets or the business of the Seller. Such cooperation shall include obtaining and providing appropriate forms, retaining and providing Tax Returns, records and information that are reasonably relevant to any such Tax Return or Tax Contest, and making employees available on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder. The Seller shall retain copies of all Tax Returns, schedules and work papers, and all records and other documents relating to any Taxes for which Buyer could reasonably be expected to have Liability as a transferee or successor, by operation of Law, or otherwise, for the later of seven (7) years following the Closing or with respect to such Tax documents related an ongoing audit, until such time as such Tax Contest is resolved. Notwithstanding anything to the contrary in this Agreement or any related Agreements, Buyer shall not be required to provide any Tax Returns of Buyer to any other Person.

Section 6.16 Receivables. From and after the Closing, if the Seller or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or other Purchased Asset, the Seller or its Affiliate shall remit such funds to Buyer within five (5) Business Days after its receipt thereof. From and after the Closing, if Buyer or its Affiliate receives or collects any funds relating to any Excluded Asset, Buyer or its Affiliate shall remit any such funds to the Seller within five (5) Business Days after its receipt thereof.

## **Article 7**

### **Conditions to Closing**

Section 7.1 Conditions to All Parties' Obligations. The respective obligations of each party to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver, in whole or in part, by the party for whose benefit such condition exists in its sole discretion, to the extent permitted by Applicable Law) of the following conditions as of immediately prior to the Closing:

(a) Stockholder Approval. The Stockholder Approval will have been received and will not have been rescinded, revoked, or changed.

(b) No Laws; Orders. No Governmental Authority of competent jurisdiction will have enacted, issued, promulgated, enforced or entered any Law or Order that has or would have the effect of prohibiting or enjoining the transactions contemplated by this Agreement or any other Transaction Document illegal.

(c) Regulatory Approvals. The parties will have received all applicable regulatory approvals.

Section 7.2 Conditions to Buyer's Obligations. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver, in whole or in part, by Buyer in its sole discretion, to the extent permitted by Applicable Law) of the following conditions immediately prior to the Closing:

(a) Accuracy of Representations and Warranties. The (i) representations and warranties set forth in Article 4 of this Agreement (other than the first sentence of Section 4.7(e)) (without giving effect to any materiality, Material Adverse Effect or similar words or phrases limiting the scope of



such representation or warranty, other than to the extent that such words or phrases define the scope of items or matters described on the Disclosure Schedule) will be true and correct in all material respects as of the date hereof and as of the Closing Date (except to the extent such representations and warranties by their terms speak as of an earlier date, in which case they will be true and correct in all material respects as of such date); and (ii) Fundamental Representations will be true and correct in all respects as of the date hereof and as of the Closing Date (except to the extent such representations and warranties by their terms speak as of an earlier date, in which case they will be true and correct in all material respects as of such date).

(b) Performance of Covenants. The Seller will have performed in all material respects all covenants and agreements required to be performed and complied with by it under this Agreement at or prior to the Closing.

(c) No Material Adverse Effect. There will not have occurred a Material Adverse Effect since the date hereof.

(d) No Legal Proceedings. There will be no Proceeding of any kind or nature pending or threatened against the Seller, Buyer or any of their respective Affiliates, arising out of, or in any way connected with, this Agreement or the transactions contemplated by this Agreement or any other Transaction Document, in each case, which may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with the transactions contemplated by this Agreement or any other Transaction Document or which otherwise seeks material damages.

(e) Employment Arrangements.

(i) The Key Employees will have accepted an offer letter from Buyer or one of its Affiliates (collectively, the “Employee Offer Letters”), and executed Buyer’s form of confidential information and invention assignment agreement (each, a “Buyer CIIAA”), and a Restrictive Covenant Agreement, and will not have revoked, rescinded or otherwise repudiated, the same.

(ii) The Seller employees listed on Schedule B, will (a) have accepted an offer letter from Buyer or one of its Affiliates, and executed a Buyer CIIAA, each of which will be in full force and effect as of the Closing and will not have been revoked, rescinded or otherwise repudiated the same, and (b) not have expressed an intention or interest (whether formally or informally) in, or taken action toward, terminating their employment or engagement with Buyer and its Affiliates following the Closing.

(f) Release Agreements. Stefan Safko, Satya Vakkaleri, Scott Harvey, Nathan Monahelis and Nicholas Stanley will each have executed a release agreement by and between such Person and the Seller regarding any Accrued Employee Amounts owed to such Person by the Seller in the form attached hereto as Exhibit H (each, a “Seller Release Agreement”), and will not have revoked, rescinded or otherwise repudiated, the same.

(g) Required Cash. The Seller will have undertaken all actions required to ensure that Buyer will not, and in any event Buyer will not, be required to pay an aggregate amount of cash in excess of \$2,050,000 pursuant to Section 3.2 in connection with the consummation of the Closing.

(h) Closing Deliverables. Buyer will have received the deliveries required under Section 7.5.

Section 7.3 Conditions to the Seller’s Obligations. The obligation of the Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver, in whole or in

part, by the Seller in its sole discretion, to the extent permitted by Applicable Law) of the following conditions immediately prior to the Closing:

(a) Accuracy of Representations and Warranties. The representations and warranties set forth in Article 5 of this Agreement will be true and correct in all material respects as of the date hereof and as of the Closing Date.

(b) Performance of Covenants. Buyer will have performed in all material respects all the covenants and obligations required to be performed by them under this Agreement at or prior to the Closing.

(c) Closing Deliverables. The Seller will have received the deliveries required under Section 7.6.

Section 7.4 Frustration of Closing Conditions. None of the Seller or Buyer may rely on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was primarily caused by such party's failure to comply with any provision of this Agreement.

Section 7.5 Closing Deliveries of the Seller. At or prior to the Closing, the Seller will deliver or cause to be delivered to Buyer the following:

- (a) the Final Consideration Schedule;
- (b) a bill of sale in the form of Exhibit B attached hereto (the "Bill of Sale"), duly executed by the Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;
- (c) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement, including an intellectual property assignment agreement in the form of Exhibit F attached hereto (the "Seller Intellectual Property Assignment Agreement"), duly executed by the Seller;
- (d) delivery in a form and manner reasonably requested by Buyer of all tangible or electronic embodiments of Seller IP including, but not limited to, (i) administrator access to and ownership of all Cloud Software Accounts and (ii) true and complete copies of all data and software contained in the Cloud Software Accounts;
- (e) a certificate signed by an officer of the Seller in the form of Exhibit C (the "Seller Officer's Certificate"), dated as of the Closing Date, certifying that the conditions specified in Section 7.2(a), Section 7.2(b), Section 7.2(c) and Section 7.2(e) have been satisfied;
- (f) a certificate dated as of the Closing Date in the form of Exhibit D (the "Seller Secretary's Certificate"), duly executed by the Secretary of the Seller, certifying as to (i) attached copies of the Seller Governance Documents, and stating that such Seller Governance Documents have not been amended, modified, revoked or rescinded and (ii) an attached copy of the resolutions of the board of directors of the Seller authorizing and approving the execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement, and stating that such resolutions have not been amended, modified, revoked or rescinded;
- (g) a certificate of the Secretary of State of the State of Delaware as to the good

standing of the Seller as of a date not more than three (3) Business Days prior to the Closing Date;

(h) payoff letters, in form and substance reasonably satisfactory to Buyer, with respect to all outstanding Indebtedness for borrowed money of the Seller, providing for the release of all Liens relating to such Indebtedness following satisfaction of the terms contained in such payoff letters;

(i) payoff letters or invoices, in form and substance reasonably satisfactory to Buyer, with respect to all Unpaid Transaction Expenses;

(j) duly executed copies of all Third-Party consents, approvals, assignments, notices, waivers, authorizations or other certificates set forth in Section 4.4 of the Disclosure Schedule;

(k) a properly executed certificate from the Seller meeting the requirements of Treasury Regulation Section 1.1445-2(b) (including a form of notice to the IRS in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2) and in the customary form along with written authorization for Buyer to deliver such notice form to the IRS on behalf of the Seller upon the Closing);

(l) duly executed copies of the Omnibus Amendment to Convertible Promissory Notes, in the forms attached hereto as Exhibit G (the “Amendment to Convertible Promissory Notes”), duly executed by the Seller and each applicable holder of a Seller Convertible Note; and

(m) evidence, reasonably satisfactory to Buyer, that the Seller Management Bonus Plan has been terminated.

**Section 7.6** Closing Deliveries of Buyer. At or prior to the Closing, Buyer will deliver or cause to be delivered or made available to the Seller the following:

(a) the Bill of Sale duly executed by Buyer; and

(b) a certificate signed by an officer of Buyer in the form of Exhibit E (the “Buyer Officer’s Certificate”), dated as of the Closing Date, certifying that the conditions specified in Section 7.3(a) and Section 7.3(b) have been satisfied.

## **Article 8** **Termination**

**Section 8.1** Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Buyer and the Seller;

(b) by Buyer or the Seller, by notice to the other if the Closing will not have occurred on or before 5:00 p.m. (Pacific Time) on July 31, 2022 (the “Outside Date”); provided, however, the right to terminate this Agreement under this Section 8.1(b) will not be available to a party whose action or failure to act has been the primary cause of, or otherwise primarily resulted in, the failure of the Closing to occur on or before the Outside Date;

(c) by Buyer or the Seller, upon the issuance by a Governmental Authority of an Order permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, which Order will have become final and non-appealable (unless such Order has been withdrawn, reversed or otherwise made inapplicable) or any Law has been enacted that would make the

transactions contemplated by this Agreement illegal;

(d) by Buyer, if Buyer has not received evidence of receipt of the Stockholder Approval within 24 hours from the time of the execution of this Agreement;

(e) by Buyer, if (i) Buyer is not in material breach of its representations warranties, covenants or other obligations set forth in this Agreement that renders or would render the conditions set forth in Section 7.3(a) or Section 7.3(b) incapable of being satisfied on the Outside Date and (ii) the Seller is in breach of its representations warranties, covenants or other obligations set forth in this Agreement that renders or would render the conditions set forth in Section 7.2(a) or Section 7.2(b) incapable of being satisfied on the Outside Date, and such breach is either (a) not capable of being cured prior to the Outside Date or (b) if curable, is not cured by the earlier of (x) ten (10) days after the giving of written notice by Buyer to the Seller or (y) three (3) Business Days prior to the Outside Date; or

(f) by the Seller, if (i) the Seller is not in material breach of its representations warranties, covenants or other obligations set forth in this Agreement that renders or would render the conditions set forth in Section 7.2(a) or Section 7.2(b) incapable of being satisfied on the Outside Date and (ii) Buyer is not in breach of its representations warranties, covenants or other obligations set forth in this Agreement that renders or would render the conditions set forth in Section 7.3(a) or Section 7.3(b) incapable of being satisfied on the Outside Date, and such breach is either (a) not capable of being cured prior to the Outside Date or (b) if curable, is not cured by the earlier of (x) ten days after the giving of written notice by the Seller to Buyer or (y) three (3) Business Days prior to the Outside Date.

**Section 8.2** Notice of Termination; Effect of Termination. If a party hereto wishes to terminate this Agreement pursuant to Section 8.1, then such party will deliver to the other parties to this Agreement a written notice stating that such party is terminating this Agreement and setting forth a brief description of the basis on which such party is terminating this Agreement. Any termination of this Agreement under Section 8.1 above will be effective immediately upon the delivery of a valid written notice of the terminating party to the other parties. If this Agreement is terminated pursuant to Section 8.1, this Agreement will be of no further force or effect without Liability on the part of any party hereto or any of their respective officers or directors and all rights and obligations of any party hereto will cease; provided, however, notwithstanding anything to the contrary herein (a) the provisions set forth in Section 6.1, this Section 8.2 and Article 10 will survive the termination of this Agreement and (b) nothing herein will relieve any party hereto from Liability for Fraud or Willful Breach. No termination of this Agreement will affect the obligations of the parties contained in the Confidentiality Agreement, all of which obligations will survive termination of this Agreement in accordance with their terms.

## **Article 9**

### **Indemnification**

#### **Section 9.1** Survival.

(a) Subject to Section 9.1(b), each representation and warranty contained in Article 4 and Article 5 will survive the Closing and will terminate on the 12 month anniversary of the Closing Date. The covenants and agreements contained in this Agreement (i) that are required to be performed in whole prior to the Closing will survive the Closing and will terminate on the 12 month anniversary of the Closing Date and (ii) that require performance after the Closing will survive until the date or dates expressly specified therein or, if not so specified, until performed in accordance with their terms.

(b) Notwithstanding anything to the contrary herein, the obligations to indemnify and hold harmless an Indemnified Person pursuant to this Article 9 in respect of a breach of representation or

warranty, covenant or agreement will terminate on the applicable survival termination date (as set forth in Section 9.1(a)), unless Buyer will have made a claim for indemnification pursuant to Section 9.2, subject to the terms and conditions of this Article 9, prior to such survival termination date, as applicable, including by delivering an Indemnification Claim Notice to the Seller. Notwithstanding anything to the contrary herein, if an Indemnified Person has made a claim for indemnification pursuant to Section 9.2 and delivered an Indemnification Claim Notice to the Seller prior to such survival termination date, then such claim (and only such claim), if then unresolved, will not be extinguished by the passage of the deadlines set forth in Section 9.1(a).

(c) In determining the existence of, and any Losses arising from, any inaccuracy or breach of a representation or warranty herein, the terms “material” or “materially,” any clause or phrase containing “material,” “materially,” “material respects,” “Material Adverse Effect” or any similar terms, clauses or phrases in any such representation or warranty will be disregarded (as if such word or clause, as applicable, were deleted from such representation, warranty or covenant).

**Section 9.2 Indemnification by the Seller.** Subject to the limitations set forth in this Article 9, from and after the Closing, the Seller agrees to indemnify, defend and hold Buyer, each of its Affiliates and each of their respective Representatives (collectively, the “Indemnified Persons”) harmless from and in respect of any and all Losses that they may incur arising out of, relating to or resulting from:

(a) any breach or inaccuracy of any representations or warranties of the Seller and its Subsidiaries set forth in this Agreement or any other Transaction Document to the extent not included as a liability in the calculation of Indebtedness, Unpaid Transaction Expenses, Retained Cash or otherwise as a reduction in the Closing Proceeds;

(b) any breach or failure of the Seller to perform any of its covenants or other agreements that are required to be performed in whole or in part prior to the Closing contained in this Agreement or any other Transaction Document;

(c) any inaccuracies in the Estimated Closing Statement, in each case, to the extent not reflected as a reduction to the Closing Proceeds as finally determined pursuant to Section 3.3;

(d) any inaccuracies in the Final Consideration Schedule;

(e) any Excluded Asset or Excluded Liability;

(f) any claim alleging fraudulent conveyance or successor liability in connection with the transactions contemplated by this Agreement;

(g) any claim or actions by Persons who are or were Securityholders, in their capacities as such, arising out of facts or circumstances existing on or prior to the Closing (including the execution and delivery of this Agreement, the performance by the Seller of its obligations hereunder, or the consummation of the transactions contemplated by this Agreement and claims alleging breach of fiduciary duty);

(h) any claim by a Securityholder with respect to the actions or omissions of the Seller, including any claim for fraud or misrepresentation, breach, or non-fulfillment of any representation, warranty, covenant, or agreement made by the Seller in this Agreement; and

(i) any Fraud or Willful Breach by or on behalf of the Seller or its Representatives (in their capacities as such).

Section 9.3 Limitations on Indemnification. Notwithstanding anything to the contrary herein, the maximum amount of indemnifiable Losses that the Seller will be liable for, or that may be recovered by the Indemnified Persons, in the aggregate, will not exceed the amount of the Deferred Shares, which will be satisfied solely pursuant to Section 9.3(d) through the forfeiture of the Seller's right to receive Deferred Shares (whether or not then issuable). Notwithstanding anything to the contrary herein, there will be no cap on the amount of indemnifiable Losses that the Seller will be liable for, or that may be recovered by an Indemnified Person, with respect to the Seller's Willful Breach or Fraud or Willful Breach or Fraud in connection with the transactions contemplated by this Agreement of which the Seller had actual knowledge.

(a) Insurance and Other Payments; Mitigation. Payments by the Seller pursuant to Section 9.2 in respect of any Loss will be limited to the amount of any Liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Person (or its Affiliates) from any third parties (other than the Seller) in respect of any such claim, net of any costs of recovery and increases in premiums. Buyer will, and will cause each its Representatives to, use commercially reasonable efforts to mitigate its Losses that are indemnifiable under this Article 9.

(b) No Duplication. Losses will be determined without duplication of any other Loss for which an indemnification claim has been made or could be made under any other representation, warranty, covenant or agreement. The Indemnified Persons will not be entitled to recover more than once for the same Loss.

(c) Other Matters. No indemnity may be sought hereunder in respect of any Loss to the extent such Loss was taken into account in determining the Purchase Consideration.

(d) Recourse. From and after the Closing, any indemnification to which any Indemnified Person is entitled to under this Agreement as a result of any Loss will be satisfied by such Indemnified Person by reducing the Deferred Proceeds Base Amount (whether or not then issuable) by the amount of such Losses, in accordance with the limitations set forth in this Article 9. For the avoidance of doubt, such reduction in the Deferred Proceeds Base Amount as contemplated by this Section 9.3(d) will set off the number of Deferred Shares otherwise issuable to the Seller. For the avoidance of doubt, the Deferred Proceeds Base Amount will be reduced by the amount that Parent determines in good faith to be necessary to satisfy all indemnification claims for which Indemnification Claim Notices have been delivered that are not fully and finally resolved pursuant to a Final Resolution (or if resolved, not fully paid in accordance with the Final Resolution in respect thereof, if applicable) (any such indemnification claims, collectively, "Unresolved Claims"). After Final Resolution of any Unresolved Claims (and full payment in accordance with the Final Resolution in respect thereof, if applicable), any remaining Deferred Shares not issued to Seller pursuant to the immediately preceding sentences and not subject to any other Unresolved Claims shall be issued by Parent to Seller promptly thereafter.

(e) Knowledge; Waiver. No Indemnified Person will be required to show reliance on any representation, warranty, covenant or other agreement in order for such Indemnified Person to be entitled hereunder to indemnification, defense and being held harmless from Losses that they may incur, or any other remedy to which they may be entitled hereunder.

(f) Exclusive Remedy. Except as expressly provided otherwise in this Agreement, and subject to Section 10.7, the parties acknowledge and agree that, following the Closing, the remedies provided for in Section 3.3 and this Article 9 will be the sole and exclusive remedies for claims and Losses available to the parties and their respective Affiliates arising out of or relating to this Agreement, except that nothing herein will limit the Liability of the Seller for claims arising out of, relating to or resulting from

the Seller's Willful Breach or Fraud.

Section 9.4     Indemnification Procedures.

(a)     Direct Claims. Any claim by an Indemnified Person on account of a Loss which does not result from a Third-Party Claim (a "Direct Claim") will be asserted by Buyer by delivering an Indemnification Claim Notice with respect to such Direct Claim to the Seller. Buyer will allow the Seller and its Representatives to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, as provided in Section 9.4(c).

(b)     Third-Party Claims.

(i)     If Buyer receives notice of the assertion or commencement of any action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "Third Party Claim") against an Indemnified Person with respect to which the Seller may be obligated to provide indemnification under this Agreement, Buyer will deliver an Indemnification Claim Notice with respect to such Third-Party Claim to the Seller. Such Indemnification Claim Notice will describe the Third-Party Claim in reasonable detail, and where reasonably practicable, will include copies of all letters, claims, complaints, filings, documents and material correspondence received by the Indemnified Person or its Representatives with respect thereto.

(ii)     The Seller will have the right, but not the obligation, to participate in any Third-Party Claim using the Seller's own counsel (at the Seller's cost and expense), and Buyer will cooperate in good faith with the Seller in respect of such participation.

(iii)     The Indemnified Persons may, subject to the provisions of this Article 9, pay, compromise or defend such Third-Party Claim and seek indemnification for any and all Losses that they may incur arising out of, relating to or resulting from such Third-Party Claim. Buyer will keep the Seller reasonably informed concerning the status of any such Third-Party Claim and any related proceedings and all stages thereof. The Seller will cooperate in good faith with Buyer in all reasonable respects in connection with the defense of any Third-Party Claim, including making available and retaining records relevant or relating to such Third-Party Claim as may be reasonably necessary for the preparation of the defense for, and the defense of, such Third-Party Claim. Buyer will not agree to any settlement of such Third-Party Claim without the written consent of the Seller (which consent will not be unreasonably withheld, conditioned or delayed); provided, however, if a Third-Party Claim (A) seeks relief other than the payment of monetary damages or could result in the imposition of an Order that would restrict in any respect any present or future activity or conduct of any Indemnified Person, (B) seeks a finding or admission of a violation of Law (including any Third-Party Claim seeking to impose criminal fines, penalties or sanctions) or of any Order or of a violation of the rights of any Person by any Indemnified Person or (C) together with all other pending Third-Party Claims, seeks relief in excess of the Seller's remaining maximum indemnification obligations hereunder with respect to such Third-Party Claim, then, in each such case, Buyer will be entitled to solely direct the defense of any such Third-Party Claim.

(c)     Claim Procedure.

(i)     In order for any Indemnified Person to be entitled to make a claim for indemnification under this Article 9, Buyer will deliver a written notice (an "Indemnification Claim Notice") to the Seller, as promptly as reasonably practicable after it acquires knowledge of the fact, event or circumstance giving rise to a claim for Losses pursuant to this Article 9. Buyer may update an Indemnification Claim Notice from time to time to reflect any change in circumstances following the date

of delivery thereof. Each Indemnification Claim Notice will specify in reasonable detail the nature of, the facts, circumstances and the amount or a good faith estimate (to the extent ascertainable) of the potential Losses against which such Indemnified Person seeks indemnification for, such claim asserted, and the provisions of this Agreement upon which such claim for indemnification is made; provided, however, any failure by Buyer to give such prompt Indemnification Claim Notice will not relieve the Seller of its indemnification obligations, except and only to the extent that the Seller is actually and materially prejudiced thereby.

(ii) After delivery of an Indemnification Claim Notice to the Seller, Buyer will, upon written request from the Seller, supply and make available to the Seller and its Representatives (at the Seller's cost and expense) all relevant information in its or its Affiliates' possession relating to the claim reasonably requested by the Seller (except to the extent that such action could jeopardize attorney-client privilege); provided, however, Buyer will use its commercially reasonable efforts to provide such information in such format to the Seller, or on an outside-counsel-only basis or in such other manner, that would not result in the loss of such attorney-client privilege and Buyer will, and will cause its Representatives, to (A) be reasonably available to the Seller and its Representatives (at the Seller's cost and expense) on reasonable advance notice during normal business hours to discuss such claim, (B) render to the Seller and its Representatives such assistance as may reasonably be requested by the Seller, (C) provide reasonable access to such books, records, accountant work papers and other documents or information in their possession or that may be reasonably obtained as the Seller and/or its Representatives may reasonably require (at the Seller's cost and expense) (provided, however, Buyer's accountants will not be obligated to make any working papers available to the Seller or its Representatives unless and until the Seller or its Representatives, as applicable, have signed a customary confidentiality agreement relating to such access to working papers in form and substance reasonably acceptable to such accountants), and (D) otherwise cooperate with the Seller and its Representatives in good faith (at the Seller's cost and expense). Without limiting the foregoing, such cooperation will include the retention and (upon the Seller's request) the provision to the Seller or its Representatives of books, records and other documents and information which are actually and reasonably relevant to such claim.

(iii) The Seller may, within 30 days after receipt of an Indemnification Claim Notice, deliver to Buyer a written response (an "Indemnification Claim Response") disputing such claim, which response must state (A) in reasonable detail the reasons why the Seller disputes such claim, together with reasonable supporting detail, and (B) in respect of such claim, (x) that the Indemnified Person is entitled to receive an amount (the "Agreed Amount") of cash that is less than the amount of all Losses set forth in such Indemnification Claim Notice or (y) that the Indemnified Person is not entitled to recovery in connection with the matters claimed in the Indemnification Claim Notice. Acceptance by an Indemnified Person of an Agreed Amount will be without prejudice to the Indemnified Person's right to claim the balance of the Losses claimed in such Indemnification Claim Notice.

(iv) Any Losses (or portion thereof) claimed in an Indemnification Claim Notice or any other matter set forth therein will be deemed to be finally resolved for purposes of this Article 9 upon the earlier of (A) such amounts (or portions thereof) or other matters having been resolved by a written agreement executed by the Seller and Buyer, (B) such amounts (or portions thereof) or other matters having been resolved by a final, nonappealable order, decision or ruling of a court of competent jurisdiction or arbitrator with respect to such amounts or matters in dispute, or portions thereof and (C) 30 days after delivery of such Indemnification Claim Notice if the Seller fails to deliver an Indemnification Claim Response in respect thereof prior to the expiry of such 30 day period (clauses (A), (B) and (C), together, a "Final Resolution").

(v) If any amount is payable to Buyer pursuant to a Final Resolution, Buyer will recover pursuant to Section 9.3(d).



Section 9.5 Treatment of Indemnification Payments. The parties agree that any indemnification payments made pursuant to this Agreement will be treated for Tax purposes as an adjustment to the Purchase Price, unless otherwise required by Applicable Law.

## **Article 10**

### **Miscellaneous**

Section 10.1 Notices. All notices, demands and other communications under this Agreement will be in writing and will be deemed given (a) when personally delivered, (b) when sent by email (with written confirmation of transmission) or (c) one Business Day following the day sent by a nationally-recognized overnight courier (with written confirmation of receipt), in each case, at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

(a) If to the Seller:

Solfice Research, Inc.  
P.O. Box 105  
San Francisco, CA 94104  
Attn: Stefan Safko  
Email: civilmapsprocess@gmail.com

with a copy (which will not constitute notice) to:

Perkins Coie LLP  
3150 Porter Drive  
Palo Alto, California 94304  
Attn: Arman Pahlavan  
Email: apahlavan@perkinscoie.com

(b) If to Buyer:

Luminar Technologies, Inc.  
2603 Discovery Dr., Suite 100  
Orlando, FL 32826  
Attn: Chief Financial Officer  
Email: tom@luminartech.com

with a copy (which will not constitute notice) to:

2603 Discovery Dr., Suite 100  
Orlando, FL 32826  
Attn: Al Prescott  
Email: al@luminartech.com

and

Orrick, Herrington & Sutcliffe LLP  
631 Wilshire Blvd., Ste. 2-c  
Santa Monica, CA 90403  
Attention: Matthew Gemello, Dan Kim

Email: mgemello@orrick.com, dan.kim@orrick.com

Section 10.2 Severability. If any provision of this Agreement will be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement and the application of such provision to other Persons or circumstances other than those which it is determined to be illegal, void or unenforceable, will not be impaired or otherwise affected and will remain in full force and effect to the fullest extent permitted by Applicable Law.

Section 10.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument. Copies of executed counterparts transmitted by electronic signature (including by means of email in .pdf format) will be considered original executed counterparts for purposes of this Section 10.3.

Section 10.4 Expenses. Except as otherwise expressly provided herein, whether or not the Closing occurs, each party will each pay their respective expenses incurred in connection with the negotiation and execution of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 10.5 Assignment; Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns; provided, however, no party to this Agreement may directly or indirectly assign any or all of its rights or delegate any or all of its obligations under this Agreement without the express prior written consent of the other parties to this Agreement, except that Buyer may assign, in its sole discretion, all or part of its rights or obligations hereunder to one or more of its Affiliates or to any Person in connection with an internal restructuring, joint venture, sale or divestiture of all or any part of the equity interests or the assets of Buyer or any of its Affiliates. No assignment of any obligations hereunder will relieve any party of any such obligations.

Section 10.6 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by Buyer, on the one hand, and the Seller (prior to or on the Closing Date) and Seller, on the other hand. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party, or a failure or delay by any party in exercising any power, right or privilege under this Agreement will be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement and in connection with the Closing hereunder. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach. After approval and adoption of this Agreement and the transactions contemplated hereby by the Stockholders and without their further approval, no amendment or waiver will reduce the amount or change the kind of consideration to be received in exchange for any share of Seller Stock.

Section 10.7 Remedies. The parties acknowledge and agree that irreparable damage would occur and that the parties may not have any adequate remedy at Law in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such failure to perform or any such breach. Accordingly, the parties acknowledge and agree that, without limitation of the other parties' rights to seek any other form or amount of relief as may be available under this Agreement (including monetary damages) or to terminate this Agreement under Article 8 and pursue damages after such termination (subject to the terms of this Agreement), in the event of any breach or threatened breach by any party of its respective covenants or obligations set forth in this Agreement, the other parties will be

entitled to injunctive relief to prevent or restrain breaches or threatened breaches of this Agreement by such party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, such party's covenants and obligations under this Agreement, without proof of actual damages or inadequacy of legal remedy and without bond or other security being required. Each of the parties hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by the Seller or Buyer, as applicable, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the Seller or Buyer, as applicable, under this Agreement. The pursuit of specific enforcement or other equitable remedies by any party will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy (whether at Law or in equity) to which such party may be entitled at any time. Subject to Section 9.3, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise at any time of any other remedy.

Section 10.8 Third Parties. This Agreement does not create any rights, claims or benefits inuring to any Person that is not a party nor create or establish any Third-Party beneficiary hereto (including with respect to any Continuing Employees); provided, however, notwithstanding the foregoing, the Indemnified Persons are intended Third-Party beneficiaries of, and may enforce, Article 9.

Section 10.9 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any Laws, rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 10.10 Consent to Jurisdiction; Waiver of Jury Trial.

(a) Each of the parties hereby irrevocably and unconditionally (i) submits, for itself and its property, to the exclusive jurisdiction of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any Federal court of the United States of America sitting in the State of Delaware), and any appellate court from any thereof, in any Proceeding arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such Proceeding will be heard and determined in such Delaware Court of Chancery (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any Federal court of the United States of America sitting in the State of Delaware), (ii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Proceeding arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) in the Delaware Court of Chancery, any Federal court of the United States of America sitting in the State of Delaware, or in any Delaware State court, (iii) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Proceeding in any such court and (iv) agrees that a final judgment in any such proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties agrees that service of process, summons, notice or document by registered mail addressed to it at the applicable

address set forth in Section 10.1 will be effective service of process for any Proceeding brought in any such court.

(b) THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, EXECUTION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT OR THE TRANSACTION DOCUMENTS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 10.11 Disclosure Schedule. The Disclosure Schedule is hereby incorporated and made a part hereof and is an integral part of this Agreement. Disclosures included in the Disclosure Schedule will be considered to be made for purposes of such other sections to the Disclosure Schedule to which such disclosures are specifically referenced or cross-referenced and in all other sections to the Disclosure Schedule to the extent that the relevance of any disclosure to any such other section of the Disclosure Schedule is reasonably apparent on the face of such disclosure. Any capitalized terms used in the Disclosure Schedule but not otherwise defined therein will be defined as set forth in this Agreement.

Section 10.12 Entire Agreement. This Agreement and the other agreements, instruments, and documents contemplated hereby or executed in connection herewith (including the Confidentiality Agreement, the Transaction Documents and the Exhibits hereto) set forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersede any prior understandings, agreements or representations by or between the parties hereto, written or oral, which may have related to the subject matter hereof. In the event of any inconsistency between the provisions of this Agreement and any other Transaction Document, the provisions of this Agreement will prevail.


Section 10.13 Relationship of the Parties. Nothing in this Agreement creates a joint venture or partnership between the parties. This Agreement does not authorize any party (a) to bind or commit, or to act as an agent, employee or legal representative of, another party, except as may be specifically set forth in other provisions of this Agreement or (b) to have the power to control the activities and operations of another party. Each party agrees not to hold itself out as having any authority or relationship contrary to this Section 10.13.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first above written.


**Buyer:**

Condor Acquisition Sub II, Inc.

By:   
Name: Thomas Fennimore  
Title: President

**Parent:**

Luminar Technologies, Inc.

By:   
Name: Thomas Fennimore  
Title: CFO

**Seller:**

Solfice Research, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first above written.

**Buyer:**

Condor Acquisition Sub II, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Parent:**

Luminar Technologies, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Seller:**

Solfice Research, Inc.

By: \_\_\_\_\_  
Name: Stefan Safko  
Title: Chief Executive Officer

DocuSigned by:  
*Stefan Safko*  
ADA5B853F28649A...

## Schedule A

### Reference Calculation of Indebtedness as of April 30, 2022<sup>(1)</sup>

(\$Thousands)

Non-exhaustive

	Balance as of 4/30/22 <sup>1</sup>
<u>(a) Borrowed money incl. credit cards</u>	
2130 SVB Stefan Credit Card (5871)	\$50,292.22
<u>(b)-(h)</u>	\$0.00
<u>(i) future payments to Gabriel Cruz</u>	\$0.00
<u>(j) Subsequent Luxembourg Payments</u>	
Payments due 5/30/22, 9/30/22 & 1/31/2023 @ EUR/USD=1.05 <sup>(2)</sup>	\$164,822.93 <sup>1</sup>
<u>(k)</u>	\$0.00
<u>(l) Accounts payable</u>	
AMAZON WEB SERVICES	\$6,752.38
AoS Management LLP	\$900.00
BELLISSIMO VENTURES PRIVATE LIMITED	\$20,126.00
Covered California for Small Business	\$2,053.34
Daedalus Tech Research Development	\$10,000.00
DSK	\$7,298.48
Eisner Advisory Group LLC	\$11,358.00
EMBROKER INSURANCE SERVICES	\$3,819.03
GOOGLE.COM	\$737.50
Intelink Law Group	\$109,798.75
Iron.io	\$1,500.00
Kluk Farber Law	\$4,200.00
Miscellaneous	\$1,050.00
Montgomery Pacific Corp	\$5,603.19
Orrick,Herrington & Sutcliffe LLP	\$123,315.12
PERKINS COIE LLP	\$32,237.00
PWC	\$27,864.96
Sai Infotech Systems Ltd.	\$18,444.00
Slack	\$255.00
The Design Factory	\$8,000.00
Universite Du Luxembourg	\$165,523.50
WiLine Networks Inc.	\$17,682.50
<u>(n) Accrued Employee Amounts</u>	
Accrued Liabilities	\$550,518.89
<u>(o)</u>	\$0.00
<b>Total Indebtedness</b>	<b><u><u>\$1,344,152.79</u></u></b>

<sup>1</sup> Note: Converted to USD using EUR/USD exchange rate as of 04/30/2022.

Schedule B

Seller Employees

1. Nallamalli Rupa Lakshmi
2. Karthik Reddy Katta
3. Naineni Vinay Rao
4. Rajasekhar Bhuma
5. Ch Sri Vidhya
6. Nupur Nises
7. Anugrah Soy
8. Pavan Kumar Reddy Chillakuru
9. Gaintyala Spandana
10. Yeluri Vinod Pranava Swamy
11. Ramya Sree Poodi
12. Stefan Safko
13. Scott Harvey
14. Satyanarayan Vakkaleri
15. Nicholas Stanley



Schedule C

Seller Convertible Notes

	<u>Date</u>	<u>Principal Amount</u>
<u>2019 Bridge Notes</u>		
ERA LEAD LIMITED	9/23/2019	\$200,000.00
Motus-VGO Autonomous IOT Fund LP	9/25/2019	\$75,000.00
ERA LEAD LIMITED	10/30/2019	\$100,000.00
ERA LEAD LIMITED	11/5/2019	\$15,000.00
Motus-VGO Autonomous IOT Fund LP	11/5/2019	\$14,570.00
ERA LEAD LIMITED	12/6/2019	\$100,000.00
ERA LEAD LIMITED	12/30/2019	\$60,000.00
ERA LEAD LIMITED	1/14/2020	\$25,000.00
Total		\$589,570.00
<u>2020 Bridge Notes</u>		
ERA LEAD LIMITED	2/7/2020	\$250,000.00
ERA LEAD LIMITED	3/13/2020	\$90,000.00
ERA LEAD LIMITED	4/17/2020	\$55,000.00
ERA LEAD LIMITED	7/31/2020	\$50,000.00
AM Kanam Limited	7/31/2020	\$250,000.00
Clarence LP	8/8/2020	\$50,000.00
Motus-VGO Autonomous IOT Fund LP	9/24/2020	\$10,000.00
TEEC Angel Fund III LP	10/15/2020	\$100,000.00
ERA LEAD LIMITED	10/27/2020	\$25,000.00
ERA LEAD LIMITED	11/13/2020	\$29,975.00
ERA LEAD LIMITED	12/4/2020	\$74,978.00
AM Kanam Limited	12/29/2020	\$110,000.00
ERA LEAD LIMITED	4/7/2021	\$100,000.00
Total		\$1,194,953.00
<u>2021-2022 Bridge Notes</u>		
Nila Ann Nag Trust	12/6/2021	\$37,500.00
Rowan Nag Trust	12/6/2021	\$37,500.00
Ronjon Nag	12/16/2021	\$125,000.00
AM Kanam Limited	7/7/2021	\$200,000.00
Naguib S Sawiris	7/12/2021	\$50,000.00
Clarence LP	9/1/2021	\$33,334.00
Serenity Investments LLC	9/1/2021	\$16,666.00
Ronjon Nag	11/5/2021	\$50,000.00
Ronjon Nag	12/3/2021	\$50,000.00
Ronjon Nag	12/13/2021	\$95,000.00
Ronjon Nag	1/30/2022	\$25,000.00
Ronjon Nag	3/8/2022	\$20,000.00
AM Kanam Ltd.	3/8/2022	\$20,000.00
Ronjon Nag	4/12/2022	\$30,000.00
Total		\$790,000.00
<b>Total</b>		<b>\$2,574,523.00</b>

