PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4325313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/26/2015

CONVEYING PARTY DATA

Name	Execution Date
RIGHTWARE, INC.	08/26/2015

RECEIVING PARTY DATA

Name:	SWEETLABS, INC.
Street Address:	510 MARKET ST #301
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92101

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	13116817
Application Number:	14146267
Application Number:	14709992

CORRESPONDENCE DATA

Fax Number: (216)696-8731

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-696-8730
Email: epas@thepatentattorneys.com
Correspondent Name: AMIN, TUROCY & WATSON, LLP
Address Line 1: 127 PUBLIC SQUARE
Address Line 2: 57TH FLOOR, KEY TOWER
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	RWAR MATTERS
NAME OF SUBMITTER:	THOMAS WATSON
SIGNATURE:	/Thomas Watson/
DATE SIGNED:	03/18/2017

Total Attachments: 67
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EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

among:

SWEETLABS, INC.,
a Delaware corporation;

SWEETAPPS ACQUISITION CORPORATION,
a Washington corporation;

APPATTACH, INC.,
a Washington corporation;

and

Shareholder Representative Services LLC
in its capacity as
SHAREHOLDERS' REPRESENTATIVE

Dated as of August 26, 2015

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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "*Agreement*") is made and entered into as of August 26, 2015, by and among: SWEETLABS, INC., a Delaware corporation ("*Parent*"); SweetApps Acquisition Corporation a Washington corporation and a wholly owned subsidiary of Parent ("*Merger Sub*"); APPATTACH, INC., a Washington corporation (the "*Company*"); the shareholders of the Company party hereto (the "*Shareholders*"); and SHAREHOLDER REPRESENTATIVE SERVICES LLC, a Colorado limited liability company solely in its capacity as the representative of the Shareholders pursuant to Section 6.1 hereof (the "*Shareholders' Representative*"). Certain other capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger of Merger Sub into the Company in accordance with the terms of this Agreement and the WBCA (the "*Merger*"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly owned subsidiary of Parent.

B. This Agreement has been approved and declared advisable by the respective boards of directors of Parent, Merger Sub and the Company and such respective boards of directors have determined that the Merger is in the best interests of the stockholders or shareholders of their respective companies.

C. The parties intend that the issuance of Parent Common Stock in connection with the Merger be accomplished through a private placement of the requisite shares of Parent Common Stock exempt from registration under Regulation D promulgated under the Securities Act of 1933, as amended.

AGREEMENT

The parties to this Agreement agree as follows:

1. DESCRIPTION OF TRANSACTION

1.1 Merger of Merger Sub into the Company. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the WBCA, at the Effective Time, Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "*Surviving Corporation*").

1.2 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the WBCA.

1.3 Closing; Effective Time. Immediately following the signing of this Agreement, the Shareholders shall execute and deliver to Parent, the Shareholder Consents, in the form of Exhibit B. The consummation of the transactions contemplated by this Agreement (the "***Closing***") shall take place on the date hereof, immediately following the execution and delivery of the Shareholder Consents (the "***Closing Date***"). As promptly as practicable after the Closing and on the Closing Date, the parties shall cause the Merger to be consummated by filing articles of merger (the "***Articles of Merger***") with the Secretary of State of the State of Washington (the "***Washington Secretary of State***") executed in accordance with the relevant provisions of the WBCA, and, as soon as practicable on or after the Closing Date, shall make all other filings or recordings required under the WBCA. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Washington Secretary of State, or at such other time as Parent and the Company shall agree and shall specify in the Articles of Merger (the time the Merger becomes effective being the "***Effective Time***").

(a) At the Closing Parent shall receive the following agreements and documents, each of which shall be in full force and effect:

(i) A consent of the Closing Time Shareholders as required under the WBCA in the form set forth in Exhibit B executed by each Shareholder (the "***Shareholder Consent***");

(ii) the employment packages in the form set forth in Exhibit C, executed by the Key Persons (the "***Employment Packages***");

(iii) a Second Amended and Restated Right of First Refusal and Co-Sale Agreement in the form set forth in Exhibit D, executed by each Shareholder (the "***Right of First Refusal and Co-Sale Agreement***");

(iv) a release in the form set forth in Exhibit E, executed by each of the Shareholders (the "***Release***");

(v) the insurance warranty letter in the form set forth in Exhibit F executed by the parties thereto (the "***Insurance Warranty Letter***");

(vi) a certificate executed by the Secretary of the Company attaching and certifying the Company Articles of Incorporation, bylaws and the resolutions of the Company's board of directors and shareholders approving and adopting this Agreement, the Merger and the other transactions contemplated by this Agreement;

(vii) the Articles of Merger, executed by the Company;

(viii) written resignations of all officers and directors of the Company, effective as of the Effective Time;

(ix) a certificate of existence/authorization from the Washington Secretary of State which is dated within ten (10) business days prior to Closing with respect to the Company;

(x) the executed FIRPTA Certificate;

(xi) a certificate executed by each of the Shareholders certifying as to each Shareholder's Pro Rata Fraction (the "***Pro Rata Fraction***"); and

(xii) a duly and validly executed copy of all agreements, instruments, certificates and other documents, in form and substance reasonably satisfactory to Parent, that are necessary or appropriate to evidence the release of all liens.

(b) At the Closing the Company shall have received the following agreements and documents, each of which shall be in full force and effect:

(i) the Employment Packages in the form set forth in Exhibit C, countersigned by Parent;

(ii) a Right of First Refusal and Co-Sale Agreement in the form set forth in Exhibit D, executed by Parent; and

(iii) a certificate executed by the Secretaries of Parent and Merger Sub attaching and certifying as to the resolutions of the board of directors of Parent and the resolutions of the board of directors and shareholders of Merger Sub approving and adopting this Agreement and the transactions contemplated hereby.

1.4 Certificate of Incorporation and Bylaws; Directors and Officers. Unless otherwise determined by Parent and the Company prior to the Effective Time:

(a) the Certificate of Incorporation of the Surviving Corporation shall be amended and restated as of the Effective Time to conform to the articles of incorporation of Merger Sub as in effect immediately prior to the Effective Time, except that Article "First" thereof shall be amended as follows: "The name of the Corporation is appAttach, Inc.";

(b) the bylaws of the Surviving Corporation shall be amended and restated as of the Effective Time to conform to the bylaws of Merger Sub as in effect immediately prior to the Effective Time; and

(c) the directors and officers of the Surviving Corporation immediately after the Effective Time shall be the directors and officers of Merger Sub immediately prior to the Effective Time.

1.5 Conversion of Shares. At the Effective Time, subject to Section 1.7, Section 1.8 and Section 1.9, by virtue of the Merger and without any further action on the part of Parent, Merger Sub, the Company or the Shareholders, each share of Company Common Stock and Company Preferred Stock outstanding immediately prior to the Effective Time shall, in accordance with the Articles of Merger, be converted into the right to receive that number of shares of Parent Common Stock set forth on Schedule 1.5.

All other outstanding subscription, call, phantom stock right or right (including conversion or preemptive rights) (whether or not currently exercisable) to acquire or purchase any shares of the capital stock or other securities of the Company shall have been terminated on or prior to the Closing.

1.6 Stock Options.

(a) At the Effective Time, each then-outstanding Company Option, shall be cancelled as follows: (i) in the case of a vested Company Option having a per share exercise price less than $0.106, such Company Option shall, to the extent then exercisable or vested, be cancelled in exchange for the right to receive from the Surviving Corporation for each share of Company Common Stock subject to such Company Option immediately prior to the Effective Time the number of shares of Parent Common Stock listed on Schedule 1.6(a); or (ii) in the case of any unvested Company Option or any Company Option having a per share exercise price equal to or greater than $0.106, such Company Option shall be cancelled without the payment of cash or issuance of other securities in respect thereof. The cancellation of a Company Option as provided in the immediately preceding sentence shall be deemed a release of any and all rights the holder thereof had or may have had in respect of such Company Option except for the right to receive the aggregate amount payable in respect of the cancellation of the Company Options as set forth in this Section 1.6(a).

(b) Termination of the Company Option Plan. The Company Option Plan shall be terminated as of the Effective Time and the provisions in any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of Company Common Stock shall be canceled as of the Effective Time. The Company shall ensure that following the Effective Time no participant in the Company Option Plan or other plans, programs or arrangements shall have any right thereunder to acquire any equity securities of the Company, the Surviving Corporation or any subsidiary thereof.

1.7 Closing of the Company's Transfer Books, Exchange of Certificates.

(a) At the Effective Time, holders of certificates representing shares of the Company Common Stock and Company Preferred Stock that were outstanding immediately prior to the Effective Time shall cease to have any rights as shareholders of the Company, and the stock transfer books of the Company shall be closed with respect to all shares of such Company Common Stock and Company Preferred Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of the Company Common Stock or Company Preferred Stock shall be made on such stock transfer books after the Effective Time. Each valid certificate previously representing any of such shares of the Company Common Stock (a "***Company Stock Certificate***") and each valid certificate previously representing any of such shares of the Company Preferred Stock (a "***Company Preferred Stock Certificate***") shall be canceled and shall be exchanged as provided in Section 1.5.

(b) From and after the Effective Time, each Company Stock Certificate and each Company Preferred Stock Certificate shall be deemed to represent only the right to receive the consideration payable pursuant to Section 1.5 and the holder of each such Company Stock

Certificate and Company Preferred Stock Certificate shall cease to have any rights with respect to the Company Common Stock formerly represented thereby. Parent shall, subject to this Section 1.7, issue in the name of each Closing Time Shareholder a certificate representing shares of Parent Common Stock in compliance with Schedule 1.5 and Schedule 1.6(a) (all such shares of Parent Common Stock referred to herein as the "***Consideration Shares***").

(c) Parent and the Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Closing Time Shareholder pursuant to Section 1.5 or any other section of this Agreement such amounts as Parent or the Surviving Corporation may be required to deduct or withhold therefrom under the Code or under any Tax law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

(d) Each certificate representing shares of Parent Common Stock to be issued in accordance with this Agreement may bear one or all of the following legends:

(i) THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT;

(ii) Any legend required by any applicable state securities laws; and

(iii) Any legend required by the Right of First Refusal and Co-Sale Agreement.

1.8 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, any shares of Company Common Stock and/or Company Preferred Stock that are issued and outstanding immediately prior to the Effective Time and held by a shareholder who has neither voted in favor of the Merger nor consented thereto in writing and who has properly exercised such shareholder's appraisal rights in compliance with the provisions of Chapter 23B.13 of the WBCA (the "***Dissenting Shares***") shall not be converted into or be exchangeable for the right to receive the Consideration Shares, unless and until such shareholder shall have failed to perfect, or shall have effectively withdrawn or lost such shareholder's right to appraisal under the WBCA. By virtue of the Merger, all Dissenting Shares shall be cancelled and shall cease to exist and the holders of such Dissenting Shares shall thereafter be entitled only to such rights with respect to such Dissenting Shares as are provided under Chapter 23B.13 of the WBCA; provided, however, that notwithstanding the foregoing, all Dissenting Shares held by a shareholder who shall have failed to perfect or shall have effectively withdrawn or lost such right to appraisal shall thereupon be converted into and become exchangeable only for the right to receive, as of the Effective Time, the Consideration Shares for each share of Company Common Stock and/or Company Preferred Stock held by such shareholder without any interest thereon, in the case of

Certificates, upon surrender of the Certificate or Certificates that formerly evidenced such shares of Company Common Stock and/or Company Preferred Stock in the manner set forth in Section 1.5.

1.9 No Fractional Shares. No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Company Stock Certificates and Company Preferred Stock Certificates and such fractional share shall not entitle the record or beneficial owner thereof to vote or to any other rights as a stockholder of Parent. In lieu of receiving any such fractional share (after taking into account all Company Stock Certificates and Company Preferred Stock Certificates delivered by such shareholder), the shareholder shall receive cash (without interest) in an amount rounded to the nearest whole cent, determined by multiplying (i) the fair market value of the Parent Common Stock on the date of this Agreement by (ii) the fractional share to which such shareholder would otherwise be entitled.

1.10 Tax Consequences. It is intended that the Merger constitute a "reorganization" under Section 368(a) of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g). Notwithstanding the foregoing, Parent makes no representations, warranties or covenants to the Company or to any Closing Time Shareholder regarding the tax treatment of the Merger, or any of the tax consequences to the Company or to any such holder of Company securities of this Agreement, the Merger or any of the other transactions or agreements contemplated hereby, and Company and the Shareholders acknowledge that Company and the Shareholders are relying solely on their own tax advisors in connection with this Agreement, the Merger and the other transactions contemplated by this Agreement.

1.11 Transfer. The rights of each Closing Time Shareholder under this Agreement are personal to each such securityholder and shall not be transferable for any reason other than pursuant to a Permitted Transfer. Any attempted transfer of such right by any holder thereof (otherwise than as permitted by the immediately preceding sentence) shall be null and void.

1.12 Further Action. If, at any time after the Effective Time, any further action is determined by Parent to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation or Parent with full right, title and possession of and to all rights and property of Merger Sub and the Company, the officers and directors of the Surviving Corporation and Parent shall be fully authorized (in the name of Merger Sub, in the name of the Company and otherwise) to take such action.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SHAREHOLDERS

The Company and the Shareholders represent and warrant, subject to such exceptions as are specifically disclosed in the Company Disclosure Schedule, supplied by the Company to Parent and dated as of the date hereof, to and for the benefit of Parent, as follows:

2.1 Due Organization; No Subsidiaries; Etc.

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Washington and has all necessary power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own and use its assets in the manner in which its assets are currently owned and used; and (iii) to perform its obligations under all mortgages, indentures, contracts, leases, agreements, instruments or contracts to which it is party or by which it is bound.

(b) Except as set forth in Part 2.1(b) of the Company Disclosure Schedule, the Company has not conducted any business under or otherwise used, for any purpose or in any jurisdiction, any fictitious name, assumed name, trade name or other name.

(c) The Company is not and has not been required to be qualified, authorized, registered or licensed to do business as a foreign corporation in any jurisdiction other than the jurisdictions identified in Part 2.1(c) of the Company Disclosure Schedule, except where the failure to be so qualified, authorized, registered or licensed has not had and will not have a material adverse effect on the Company. The Company is in good standing as a foreign corporation in each of the jurisdictions identified in Part 2.1(c) of the Company Disclosure Schedule.

(d) Part 2.1(d) of the Company Disclosure Schedule accurately sets forth (i) the names of the members of the board of directors of the Company, and (ii) the names and titles of the officers of the Company.

(e) The Company does not own any interest in any Entity. The Company has not agreed and is not obligated to make any future investment in or capital contribution to any Entity. Except as set forth in Part 2.1(e) of the Company Disclosure Schedule, the Company has not guaranteed and is not responsible or liable for any obligation of any Entity in which it owns or has owned any equity interest. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.2 Certificate of Incorporation and Bylaws; Records. The Company has made available to Parent accurate and complete copies of: (1) the Company Articles of Incorporation and bylaws, including all amendments thereto; (2) the stock records of the Company; and (3) the minutes and other records of the meetings and other proceedings (including actions taken by written consent or otherwise without a meeting) of the shareholders of the Company, the board of directors of the Company and all committees of the board of directors of the Company. The Company is not in violation of any of the provisions of the Company Articles of Incorporation or bylaws, and the Company has not taken any action that is inconsistent in any material respect with any resolution adopted by the Company's shareholders, the Company's board of directors or any committee of the Company's board of directors that was not subsequently ratified. The stock records, minute books and other corporate records of the Company are accurate, up-to-date and complete in all material respects.

2.3 Capitalization, Etc.

(a) The authorized capital stock of the Company, at the time of immediately prior to the Closing, consists of: (i) 7,500,000 shares of Series A Preferred Stock, par value $0.001 (the "***Company Series A Preferred Stock***"), of which 5,154,019 shares are issued and outstanding; (ii) 2,000,000 shares of Series A-1 Preferred Stock, par value $0.001 (the "***Company Series A-1 Preferred Stock***" and, together with the Company Series A Preferred Stock, the ***"Company Preferred Stock"***), of which 1,643,408 shares are issued and outstanding and (ii) 35,000,000 shares of Common Stock, par value $0.001 (the "***Company Common Stock***") of which 6,210,207 shares are issued and outstanding. 2,637,709 shares of Company Common Stock are reserved for issuance under the Option Plan, of which no shares are subject to outstanding stock options under the Option Plan (after taking account the net exercise of Company stock options which shall occur immediately prior to the Closing) and 1,513,013 shares have been issued pursuant to the exercise of options and are included in the number of outstanding shares of Company Common Stock set forth above (of which 998,530 were issued upon net exercise of Company stock options immediately prior to the Closing).

(b) Other than as set forth in Section 2.3(a), there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), proxy or shareholder agreements, or agreements of any kind for the purchase or acquisition from the Company of any of its securities.

(c) All issued and outstanding shares of Company Common Stock (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance with all applicable state and federal laws concerning the issuance of securities and (iii) are subject to a right of first refusal in favor of the Company upon transfer.

(d) The rights, preferences, privileges and restrictions of the Company Common Stock are as stated in the Company Articles of Incorporation. The sale of the Company Common Stock is not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

(e) No stock plan, stock purchase, stock option or other agreement between the Company and any holder of any securities or rights exercisable or convertible for securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of the occurrence of any event.

(f) The allocation of the Consideration Shares set forth in Section 1.5 and Section 1.6 is consistent with the Company Articles of Incorporation as of immediately prior to the Effective Time.

2.4 Authorization; Binding Obligations. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization of this Agreement and the performance of all obligations of the Company hereunder at the Closing has been taken. The Agreement, when executed and delivered, will be valid and binding obligations of the Company enforceable against the Company in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of

general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

2.5 Liabilities; Cash at Effective Time. The Company has no material liabilities. As of the Effective Time, the Company shall not have liabilities in excess of the Company's assets of more than $6,000.

2.6 Financial Statements.

(a) The Company has delivered to Parent the following financial statements (collectively, the "***Company Financial Statements***"):

(i) The unaudited balance sheets and the unaudited statements of operations, changes in Shareholders' equity and cash flows of the Company as of and for the years ended December 31, 2014 and 2013 and related footnotes;

(ii) The unaudited balance sheet (the "***Unaudited Interim Balance Sheet***") and statements of operations and cash flows of the Company as of and for the period ended July 31, 2015, a copy of each of which is included in Part 2.6(a)(ii) of the Company Disclosure Schedule.

(b) The Company Financial Statements are accurate and complete in all material respects and present fairly the financial position of the Company as of the respective dates thereof and the results of operations for the periods set forth therein. The Company Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods covered (except that the Unaudited Interim Balance Sheet does not contain footnotes and is subject to normal and recurring year-end adjustments, which such adjustments will not, individually or in the aggregate, be material in magnitude). The Company Financial Statements are attached to Part 2.6 of the Company Disclosure Schedule.

2.7 Obligations to Related Parties. Except as set forth in Part 2.7 of the Company Disclosure Schedule, there are no obligations of the Company to officers, directors, shareholders, employees or consultants of the Company. None of the officers, directors, shareholders or, to the Company's Knowledge, other key employees of the Company or any members of their immediate families, is indebted to the Company or has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, other than (i) passive investments in publicly traded companies (representing less than 1% of such company) which may compete with the Company and (ii) investments by venture capital funds with which directors of the Company may be affiliated and serve as a board member of a company in connection therewith due to a person's affiliation with a venture capital fund or similar institutional shareholder in such company. No officer, director or shareholder, or, to the Company's Knowledge, any member of their immediate families, is, directly or indirectly, interested in any material contract with the Company (other than such contracts as relate to any

such person's ownership of capital stock or other securities of the Company). The Company is not a guarantor or indemnitor of any indebtedness of any other person, firm or organization.

2.8 Title to Properties and Assets; Liens, Etc. The Company has good and marketable title to its properties and assets, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge, other than (a) those resulting from taxes which have not yet become delinquent and (b) minor liens and encumbrances that have arisen in the ordinary course of business which do not materially detract from the value of the property subject thereto or materially impair the operations of the Company. All material facilities, machinery, equipment, fixtures, vehicles and other material properties owned, leased or used by the Company are in reasonably good operating condition and repair and are reasonably fit and usable for the purposes for which they are being used.

2.9 Bank Accounts. Set forth on Part 2.9 of the Company Disclosure Schedule is an accurate and complete list of all information with respect to each account maintained by or for the benefit of the Company at any bank or other financial institution.

2.10 Receivables; Customers; Inventories.

(a) Set forth on Part 2.10(a) of the Company Disclosure Schedule is an accurate and complete breakdown and aging of all accounts receivable, notes receivable and other receivables of the Company as of August 26, 2015. All existing accounts receivable of the Company (including those accounts receivable reflected on the Unaudited Interim Balance Sheet that have not yet been collected and those accounts receivable that have arisen since the date of the Unaudited Interim Balance Sheet and have not yet been collected): **(i)** represent valid obligations of customers of the Company arising from bona fide transactions entered into in the ordinary course of business; and **(ii)** are current and the Company has not received any notice or other communication or information (in writing or otherwise) indicating, and the Company has no basis for believing, that those accounts receivable will not be collected in full when due, without any counterclaim or set off.

(b) Set forth on Part 2.10(b) of the Company Disclosure Schedule is an accurate and complete list of each loan or advance made by the Company to any Company Employee, other than routine travel advances made to employees in the ordinary course of business.

(c) Set forth on Part 2.10(c) of the Company Disclosure Schedule is an accurate and complete breakdown of the revenues received from each customer of the Company in each of the fiscal years ended December 31, 2014 and December 31, 2013. The Company has not received any notice or other communication or information (in writing or otherwise) indicating, and the Company has no basis for believing, that any customer set forth on Part 2.10(c) of the Company Disclosure Schedule may cease dealing with the Company or may otherwise reduce the volume of business transacted by such Person with the Company below historical levels.

2.11 Intellectual Property.

(a) The Company has never misappropriated, or otherwise made unlawful use of any Intellectual Property Right of any other Person or engaged in unfair competition. To the Company's Knowledge, the Company has never infringed (directly, contributorily, by inducement, or otherwise) any Intellectual Property Right of any other Person. To the Company's Knowledge, no Person has infringed, misappropriated, or otherwise violated, and no Person is currently infringing, misappropriating, or otherwise violating, any Intellectual Property Rights owned by or licensed to the Company. Set forth on Part 2.11(a) of the Company Disclosure Schedule is a listing of all Company Intellectual Property Rights (i) wholly or partially owned or purportedly owned by the Company; (ii) any and all Intellectual Property Rights licensed to or by the Company; and (iii) any and all other Intellectual Property Rights used in the conduct of the business of the Company; in each case, whether registered or unregistered. The Company does not have any obligations to pay any royalties to any third party.

(b) The Company has not received any communications alleging that the Company has violated or, by conducting its business as presently proposed to be conducted, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity.

(c) The Company is not aware that any of its employees or consultants is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with their duties to the Company or that would conflict with the Company's business as proposed to be conducted. Each former and current employee, officer and consultant of the Company has executed a proprietary information and inventions agreement, including with respect to the assignment of the Intellectual Property Rights set forth on Part 2.11(c) of the Company Disclosure Schedule, in the form(s) delivered to Parent. No current or former employee, officer or consultant of the Company has (i) excluded works or inventions made prior to his or her employment or consultancy with the Company from his or her assignment of inventions pursuant to such employee, officer or consultant's proprietary information and inventions agreement or (ii) failed to affirmatively indicate in such proprietary information and inventions agreement that no such works or inventions made prior to his or her employment or consultancy with the Company exist. The Company does not believe it is or will be necessary to utilize any inventions, trade secrets or proprietary information of any of its current or former employees or consultants made prior to their employment or consultancy by the Company, except for inventions, trade secrets or proprietary information that have been assigned to the Company which assignment is valid and enforceable and not subject to any limitations.

2.12 Compliance with Other Instruments. The Company is not in violation or default of any term of the Company Articles of Incorporation or the Company's bylaws. The Company is not in violation or default of any provision of any mortgage, indenture, contract, lease, agreement, instrument or contract to which it is party or by which it is bound or of any judgment, decree, order or writ. The execution, delivery, and performance of and compliance with this Agreement and the issuance and sale of the Parent Common Stock will not, with or

without the passage of time or giving of notice, result in any such material violation, or be in conflict with or constitute a material default under any such term or provision, or result in the acceleration of any payment, the loss of any material right or the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. The Company has not performed any act, the occurrence of which would result in the Company's loss of any material right granted under any license, distribution agreement or other agreement.

2.13 Litigation. There is no claim, complaint, charge, action, suit, proceeding or investigation pending or, to the Company's Knowledge, currently threatened against the Company that would reasonably be expected to result, either individually or in the aggregate, in any material adverse change in the assets, condition or affairs of the Company, financially or otherwise, or any change in the current equity ownership of the Company or that questions the validity of this Agreement or the right of the Company to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby, nor is Company aware that there is any basis for any of the foregoing. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or, to Company's Knowledge, threatened involving the prior employment of any of the Company's employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. Neither the Company nor, to its Knowledge, any of its directors in their capacity as directors of Company, is a party or is subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

2.14 Tax Returns and Payments. The Company is and always has been a subchapter C corporation. The Company has filed all tax returns (federal, state and local) required to be filed by the Company since its date of incorporation. All taxes shown to be due and payable on such returns, any assessments imposed, and to Company's Knowledge, all other taxes due and payable by the Company on or before the Closing, have been paid or will be paid prior to the time they become delinquent. The Company has not been advised (a) that any of its returns, federal, state or other, have been or are being audited as of the date hereof, or (b) of any deficiency in assessment or proposed judgment to its federal, state or other taxes. The Company has no Knowledge of any liability of any tax to be imposed upon its properties or assets as of the date of this Agreement that is not adequately provided for.

2.15 Employees.

(a) Part 2.15(a) of the Company Disclosure Schedules sets forth the name, compensation and benefits of each employee and consultant of the Company. The Company has no collective bargaining agreements with any of its employees. There is no labor union organizing activity pending or, to the Company's Knowledge, threatened with respect to the Company. Except as set forth on Part 2.15(a) of the Company's Disclosure Schedules, the Company is not a party to or bound by any currently effective employment contract, deferred

compensation arrangement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation plan or agreement. No employee of the Company has been granted the right to continued employment by the Company or to any material compensation following termination of employment with the Company. To the Company's Knowledge, no employee of the Company, nor any consultant with whom the Company has contracted, is in violation of any term of any employment contract, proprietary information agreement or any other agreement relating to the right of any such individual to be employed by, or to contract with, the Company; and to the Company's Knowledge the continued employment by the Company of its present employees, and the performance of the Company's contracts with its independent contractors, will not result in any such violation. Neither the execution nor delivery of this Agreement, nor the carrying on of the Company's business by the employees of the Company will, to the Company's Knowledge, conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any contract, covenant or instrument under which any of such employees is now obligated. The Company has not received any notice alleging that any such violation has occurred. The Company is not aware that any officer, key employee or group of employees intends to terminate his, her or their employment with the Company, nor does the Company have a present intention to terminate the employment of any officer, key employee or group of employees. Each former employee of the Company whose employment was terminated by the Company has entered into an agreement with the Company providing for the full release of any claims against the Company or any related party arising out of such employment. There are no actions pending, or to the Company's Knowledge, threatened, by any former or current employee concerning such person's employment by the Company.

(b) Each Company Employee Plan or other contract that is subject to Section 409A of the Code has been maintained, operated and administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and the regulations thereunder, except for any instances of noncompliance that would not result in a liability to the Company. The Company does not have an obligation to gross-up, indemnify or otherwise reimburse any current or former service provider to the Company for any tax incurred by such service provider pursuant to Section 409A of the Code.

2.16 Contracts.

(a) Part 2.16 of the Company Disclosure Schedule identifies each Company Contract that constitutes a "Material Contract" (other than end user license agreements for Company Product entered into by the Company, or an authorized distributor of the Company, in the ordinary course of business). For purposes of this Agreement, each of the following shall be deemed to constitute a "***Material Contract***":

(i) Any agreements, understandings or proposed transactions between the Company and any of its officers, directors, employees, affiliates or any affiliate thereof.

(ii) Any agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or to its Knowledge by which it is bound which may involve (i) future obligations to and of the Company, (ii) the transfer or license of any patent, copyright, trade secret or other proprietary

right to or from the Company (other than the IP Assignment Agreements and licenses by the Company of "off the shelf" or other standard products), (iii) provisions restricting the development, manufacture or distribution of the Company's products or services, or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(iii) Any other agreement the breach or termination of which would reasonably be expected to have a material adverse effect on the Company.

(b) The Company has not (i) accrued, declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred or guaranteed any indebtedness for money borrowed or any other liabilities (other than trade payables incurred in the ordinary course of business or as disclosed in the Company Financial Statements), (iii) made any loans or advances to any person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business.

2.17 Registration Rights and Voting Rights. The Company is presently not under any obligation, and has not granted or agreed to grant any rights, to register under the Securities Act, any of the Company's presently outstanding securities or any of its securities that may hereafter be issued. No shareholder of the Company has entered into any agreement with the Company, or to the Company's Knowledge, another shareholder, with respect to the voting of equity securities of the Company.

2.18 Compliance with Laws; Permits. The Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition or operations of the Company. No domestic governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of this Agreement. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which could materially and adversely affect the business, assets, properties or financial condition of the Company and believes it can obtain, without undue burden or expense, any similar authority for the conduct of its business as planned to be conducted.

2.19 Environmental and Safety Laws. To its Knowledge, the Company is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, and to its Knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation. No Hazardous Materials (as defined below) are used or have been used, stored, or disposed of by the Company, or, to the Company's Knowledge, by any other person or entity on any property owned, leased or used by the Company.

2.20 Shareholder Requisite Power and Authority. Each Shareholder has all necessary power and authority to execute and deliver this Agreement and the Right of First

Refusal and Co-Sale Agreement and to carry out their provisions. All action on Shareholder's part required for the lawful execution and delivery of this Agreement and the Right of First Refusal and Co-Sale Agreement has been taken. Upon their execution and delivery, this Agreement and the Right of First Refusal and Co-Sale Agreement will be valid and binding obligations of Shareholder, enforceable against Shareholder in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

2.21 Investment Representations. Each Shareholder understands that Parent Common Stock has not been registered under the Securities Act. Each Shareholder also understands that the shares of Parent Common Stock are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon each Shareholder's representations contained in this Agreement. Each Shareholder hereby represents and warrants as follows:

(a) Shareholder Bears Economic Risk. Shareholder has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Shareholder must bear the economic risk of this investment indefinitely unless the Parent Common Stock is registered pursuant to the Securities Act, or an exemption from registration is available. Shareholder understands that Parent has no present intention of registering the Parent Common Stock. Shareholder also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Shareholder to transfer all or any portion of the Parent Common Stock in the amounts or at the times Shareholder might propose.

(b) Acquisition for Own Account. Shareholder is acquiring the Parent Common Stock for Shareholder's own account for investment only, and not with a view toward distribution.

(c) Shareholder Can Protect Its Interest. By reason of its, or of its management's, business or financial experience, Shareholder has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement and the Right of First Refusal and Co-Sale Agreement. Further, Shareholder is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(d) Accredited Shareholder. Shareholder represents that it is an accredited Shareholder within the meaning of Regulation D under the Securities Act.

(e) Parent Information. Shareholder has received and read the Parent Financial Statements and has had an opportunity to discuss Parent's business, management and financial affairs with directors, officers and management of Parent and has had the opportunity to review Parent's operations and facilities. Shareholder has also had the opportunity to ask

questions of and receive answers from, Parent and its management regarding the terms and conditions of this investment.

(f) Rule 144. Shareholder acknowledges and agrees that the shares of Parent Common Stock are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Shareholder has been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about Parent, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

2.22 Further Limitations on Disposition. Without in any way limiting the representations set forth above, each Shareholder further agrees not to make any disposition of all or any portion of the shares of Parent Common Stock unless and until the transferee has agreed in writing for the benefit of Parent to be bound by the restrictions on such Shareholder under this Section 2 and:

(a) There is then in effect a Registration Statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such Registration Statement; or

(b) Such Shareholder shall have notified Parent of the proposed disposition and shall have furnished Parent with a detailed statement of the circumstances surrounding the proposed disposition; and (ii) such Shareholder shall have furnished Parent with an opinion of counsel, reasonably satisfactory to Parent, that such disposition will not require registration of such shares under the Securities Act.

Notwithstanding the provisions of paragraphs (a) and (b), no such registration statement or opinion of counsel shall be necessary for a transfer by the Shareholder to an Affiliated Fund (as defined below) or a constituent shareholder, member or partner (including a constituent of a constituent) of the Shareholder, if the transferee or transferees agree in writing to be subject to the terms hereof to the same extent as if they were the Shareholder hereunder. For purposes of this Agreement, an "***Affiliated Fund***" means a fund or entity managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, under common control with or otherwise affiliated with such manager or managing member or general partner or management company.

2.23 Tax Advisors. Such Shareholder has reviewed with such Shareholder's own tax advisors the federal, state and local tax consequences of this investment, where applicable, and the transactions contemplated by this Agreement. Each such Shareholder is relying solely on such advisors and not on any statements or representations of the Company or any of its agents regarding tax issues and understands that each such Shareholder shall be responsible for such Shareholder's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

2.24 Vote Required. The adoption of this Agreement and approval of the Merger requires no approval of the shareholders of the Company or any other Person, other than the affirmative vote of the of (i) the majority of the holders of Company Common Stock issued and outstanding and (ii) the majority of the holders of Company Preferred Stock issued and outstanding.

2.25 Brokers' and Finders' Fees. No broker, finder or investment banker is entitled to brokerage or finders' fees or agents' commissions or investment bankers' fees or any similar charges from the Company or the Shareholders in connection with the Merger, this Agreement or any transaction contemplated hereby.

2.26 Full Disclosure. This Section 2 (including the Company Disclosure Schedule) does not, (i) contain any representation, warranty or information that is false or misleading with respect to any material fact, or (ii) omit to state any material fact or necessary in order to make the representations, warranties and information contained and to be contained herein and therein (in the light of the circumstances under which such representations, warranties and information were or will be made or provided) not false or misleading.

3. REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and the Merger Sub represent and warrant, to and for the benefit of Company and the Shareholders, as follows:

3.1 Due Organization. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own and use its assets in the manner in which its assets are currently owned and used; and (iii) to perform its obligations under all mortgages, indentures, contracts, leases, agreements, instruments or contracts to which it is party or by which it is bound.

3.2 Authority; Binding Nature of Agreement. All corporate action on the part of Parent and Merger Sub, their respective officers, directors and stockholders or shareholders necessary for the authorization of this Agreement, the performance of all obligations of Parent and Merger Sub hereunder at the Closing has been taken. The Agreement when executed and delivered, will be valid and binding obligations of Parent and Merger Sub enforceable against Parent and Merger Sub in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

4. CERTAIN COVENANTS OF THE COMPANY AND SHAREHOLDERS

4.1 FIRPTA Matters. At the Closing: (a) the Company shall deliver to Parent a statement (in such form as may be reasonably requested by counsel to Parent) conforming to the requirements of Section 1.897 – 2(h)(1)(i) of the United States Treasure Regulations (the "***FIRPTA Certificate***"); and (b) the Company shall deliver to the Internal Revenue Service the notification required under Section 1.897 - 2(h)(2) of the United States Treasury Regulations.

5. INDEMNIFICATION, ETC.

5.1 Survival Of Representations And Covenants.

(a) Except as set forth in Sections 5.1(c) and 5.1(d), the representations and warranties of the Company and the Shareholders shall expire twenty-four (24) months after the Closing Date (the "***Initial Expiration Date***"); *provided, however,* that if an Indemnification Demand relating to any such representation or warranty is given to the Shareholders' Representative on or prior to the Initial Expiration Date, then, notwithstanding anything to the contrary contained in this Section 5.1, such representation or warranty shall not so expire, but rather shall remain in full force and effect until such time as each and every claim that is based directly or indirectly upon, or that relates directly or indirectly to, any Breach or alleged Breach of such representation or warranty has been fully and finally resolved. Except as set forth in Sections 5.1(c) and 5.1(d), the representations and warranties of Parent and Merger Sub shall expire on the Initial Expiration Date. The agreements, covenants and other obligations of the parties hereto shall survive the Closing in accordance with their respective terms. It is the express intent of the parties that, if an applicable survival period as contemplated by this Section 5.1 is shorter than the statute of limitations that would otherwise apply, then, by contract, the applicable statute of limitations shall be reduced to the survival period contemplated hereby. The parties further acknowledge that the time periods set forth in this Section 5.1 for the assertion of claims under this Agreement are the result of arms'-length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the parties.

(b) The representations, warranties, covenants and obligations of the Company and the Closing Time Shareholders, and the rights and remedies that may be exercised by Parent Indemnitees, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or any knowledge of, any of Parent Indemnitees or any of their Representatives.

(c) Subject to Section 5.1(d), the representations and warranties set forth in Sections 2.1(a), 2.3, 2.4 and 2.21 shall expire on the statute of limitations (the Initial Expiration Date and each such expiration date, the "***Applicable Expiration Date***"); *provided, however,* that if an Indemnification Demand relating to any representation or warranty set forth in any of said Sections is given to the Shareholders' Representative on or prior to the Applicable Expiration Date, then, notwithstanding anything to the contrary contained in this Section 5.1(b), such representation or warranty shall not so expire, but rather shall remain in full force and effect until such time as each and every claim that is based directly or indirectly upon, or that relates directly or indirectly to, any Breach or alleged Breach of such representation or warranty has been fully and finally resolved.

(d) Nothing contained in this Section 5 or elsewhere in the Agreement shall limit any rights or remedy for claims based on Fraud.

(e) For purposes of this Agreement, each statement or other item of information set forth in any schedule hereto shall, when read together with the representations

and warranties contained in this Agreement, be deemed to be a representation and warranty made by the Company or the Closing Time Shareholders, as the case may be, in this Agreement.

5.2 Indemnification By the Closing Time Shareholders.

(a) Subject to Section 5.9 below, from and after the Effective Time, each Closing Time Shareholder shall severally, based upon each Closing Time Shareholder's Pro Rata Fraction, hold harmless and indemnify each of the Parent Indemnitees from and against, and shall compensate and reimburse each of the Parent Indemnitees for, any Damages that are suffered or incurred by any of the Parent Indemnitees (regardless of whether or not such Damages relate to any third-party claim) and that arise from:

(i) any inaccuracy or Breach of any representation or warranty made by the Company or such Closing Time Shareholder in this Agreement or in the Company Disclosure Schedule;

(ii) any Breach of any covenant or obligation of the Company or such Closing Time Shareholder in this Agreement;

(iii) (x) any failure of any former or current employee, officer or consultant of the Company to assign Intellectual Property Rights to the Company, including by failure to execute a proprietary information and inventions agreement, (y) any deficiency in or breach or violation of any proprietary information and inventions agreement executed by any former or current employee, officer or consultant of the Company or (z) any other claim by any current or former employee or consultant of the Company relating to such Person's employment with the Company and/or the actions taken by the Company in connection with the termination of such employment;

(iv) any Fraud on the part of any Closing Time Shareholder or the Company;

(v) any proceeding in respect of Dissenting Shares and any payments to any Person that was a holder of Company Capital Stock immediately prior to the Effective Time in respect of such Person's Dissenting Shares, to the extent such payments exceed the cash amount to which such Person would have been entitled pursuant to Section 1.5 in respect of such Dissenting Shares if such Person had not exercised appraisal or dissenters rights in respect thereof; and

(vi) any Legal Proceeding relating to any matter of the type referred to in clause "(i)," "(ii)," "(iii)," "(iv)" or (v) above.

(b) It is understood and agreed that if the Company suffers, incurs or otherwise becomes subject to any Damages as a result of or in connection with any inaccuracy in or Breach of any representation, warranty, covenant or obligation, then (without limiting any of the rights of such Company as a Parent Indemnitee) Parent shall also be deemed, by virtue of its direct or indirect ownership of the stock of the Company, to have incurred (the same, not additional) Damages as a result of and in connection with such inaccuracy or Breach.

5.3 Adjustment to Merger Consideration. Any indemnity payment made pursuant to Section 5 shall be treated as an adjustment to the Merger consideration for Tax purposes, unless a final determination with respect to the Parent Indemnitee causes such payment to be treated other than as an adjustment to the amount of the Merger consideration for federal income Tax purposes.

5.4 Contribution. Each Closing Time Shareholder waives, and acknowledges and agrees that such Closing Time Shareholder shall not have and shall not exercise or assert (or attempt to exercise or assert), any right of contribution, right of indemnity or other right or remedy against Merger Sub or the Company in connection with any indemnification obligation or any other liability to which he may become subject under or in connection with this Agreement or any other agreement or document delivered to Parent in connection with this Agreement.

5.5 Maximum Liability; Limitations.

(a) Except in the case of Fraud, claw-back or set-off, as applicable, against (A) the Consideration Shares received by each Closing Time Shareholder and (B) the Retention Amount shall be the exclusive remedy for Parent Indemnitees for the matters covered by this Section 5.

(b) Nothing in this Agreement shall limit the rights or remedies of any Parent Indemnitee against any particular Closing Time Shareholder, or the liability of any particular Closing Time Shareholder, for a breach by such particular Closing Time Shareholder of any provision of any agreement (other than this Agreement) executed and delivered by such Closing Time Shareholder in connection with the transactions contemplated by this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, no Parent Indemnitee shall be entitled to recover any Damages under Section 5 (a) unless and until the aggregate Damages for which they would otherwise be entitled to indemnification under Section 5 (without giving effect to any limitations as to materiality or a material adverse effect on the Company set forth in any representation or warranty made by the Company in this Agreement for purposes of determining the amount of Damages) exceeds $15,000 (the ***"Basket"***) (at which point the Parent Indemnitees shall become entitled to be indemnified for all Damages (including the initial Damages taken into account to calculate the Basket)).

5.6 Limits on Indemnification Applicable to the Parent Indemnitees. Except with respect to Parent's obligation to pay the Consideration Shares in accordance with this Agreement, the Parent Indemnitees shall not have any liability for Damages arising out of or relating to this Agreement or the transactions contemplated by this agreement.

5.7 Defense Of Third Party Claims. In the event of the assertion or commencement by any Person of any claim or Legal Proceeding (whether against Merger Sub or the Company, against Parent or against any other Person) with respect to which any Closing Time Shareholder may become obligated to hold harmless, indemnify, compensate or reimburse any Parent Indemnitee pursuant to Section 5, Parent shall have the right, at its election, to proceed with the

defense of such claim or Legal Proceeding on its own with counsel reasonably satisfactory to the Shareholders' Representative. If Parent so proceeds with the defense of any such claim or Legal Proceeding:

(i) Subject to the other provisions of Section 5, all reasonable expenses relating to the defense of such claim or Legal Proceeding shall be deemed Damages and borne and paid exclusively by the Closing Time Shareholders;

(ii) The Closing Time Shareholders shall make available to Parent any documents and materials in their possession or control that may be necessary to the defense of such claim or Legal Proceeding; and

(iii) Parent shall have the right to settle, adjust or compromise such claim or Legal Proceeding; *provided, however*, that if Parent settles, adjusts or compromises any such claim or Legal Proceeding without the consent of the Shareholders' Representative, such settlement, adjustment or compromise shall not be conclusive evidence of the amount of Damages incurred by Parent Indemnitee in connection with such claim or Legal Proceeding (it being understood that if Parent requests that the Shareholders' Representative consent to a settlement, adjustment or compromise, the Shareholders' Representative shall not unreasonably withhold or delay such consent). If Parent settles, adjusts or compromises any such claim or Legal Proceeding with the consent of the Shareholders' Representative, such settlement, adjustment or compromise shall be conclusive evidence of the amount of Damages incurred by Parent Indemnitee in connection with such claim or Legal Proceeding.

(iv) Parent shall give the Shareholders' Representative prompt notice of the commencement of any such Legal Proceeding against Parent, Merger Sub or the Company; *provided, however*, that any failure on the part of Parent to so notify the Shareholders' Representative shall not limit any of the obligations of the Closing Time Shareholders under Section 5 (except to the extent such failure materially prejudices the defense of such Legal Proceeding). If Parent does not elect to proceed with the defense of any such claim or Legal Proceeding, the Closing Time Shareholders may proceed with the defense of such claim or Legal Proceeding with counsel reasonably satisfactory to Parent; *provided, however*, that neither the Closing Time Shareholders nor the Shareholders' Representative may settle, adjust or compromise any such claim or Legal Proceeding without the prior written consent of Parent (which consent may not be unreasonably withheld or delayed).

5.8 Exercise Of Remedies By Indemnitees Other Than Parent. No Parent Indemnitee (other than Parent, the Merger Sub or any successor thereto or assign thereof) shall be permitted to assert any indemnification claim or exercise any other remedy under this Agreement unless Parent (or any successor thereto or assign thereof) shall have consented to the assertion of such indemnification claim or the exercise of such other remedy.

5.9 Indemnification Claims.

(a) In order to seek indemnification under this Section 5, a Parent Indemnitee entitled to indemnification under Section 5.2 (an "***Indemnified Party***") shall deliver, in good

faith, a written demand (an "***Indemnification Demand***") to the Shareholders' Representative which contains (i) a description and the amount (the "***Asserted Damages Amount***") of any Damages incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a statement that the Indemnified Party is entitled to indemnification under this Section 5 for such Damages and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Damages.

(b) Within thirty (30) days after delivery of an Indemnification Demand to the Shareholders' Representative, the Shareholders' Representative shall deliver to the Indemnified Party a written response (the "***Response***") in which the Shareholders' Representative shall: (i) agree that the Indemnified Party is entitled to receive all of the Asserted Damages Amount, in which case Parent shall exercise its claw-back or set-off rights in accordance with Section 5.9(e) against the Consideration Shares and/or Retention Amount such number of shares of Parent Common Stock or dollar value, as applicable, as have an aggregate Value equal to the Asserted Damages Amount; (ii) agree that the Indemnified Party is entitled to receive part, but not all, of the Asserted Damages Amount (such portion, the "***Agreed Portion***"), in which case, Parent shall exercise its claw-back or set-off rights in accordance with Section 5.9(e) against the Consideration Shares and/or Retention Amount such number of shares of Parent Common Stock or dollar value, as applicable, as have an aggregate Value equal to the Agreed Portion; or (iii) dispute that the Indemnified Party is entitled to receive any of the Asserted Damages Amount.

(c) In the event that the Shareholders' Representative shall (i) dispute that the Indemnified Party is entitled to receive any of the Asserted Damages Amount, or (ii) agree that the Indemnified Party is entitled to only the Agreed Portion of the Asserted Damages Amount, the Shareholders' Representative and Parent shall attempt in good faith to agree upon the rights of the respective parties with respect to each of the indemnification claims that comprise the Asserted Damages Amount (or the portion of the Asserted Damages Amount not comprising the Agreed Portion). If the Shareholders' Representative and Parent should so agree, a memorandum setting forth such agreement shall be prepared and signed by both such parties and Parent shall claw-back or set-off in accordance with Section 5.9(e) against the Consideration Shares and/or Retention Amount, such number of shares of Parent Common Stock or dollar value, as applicable, as have an aggregate Value equal to the agreed upon Damages. If no such agreement can be reached after good faith negotiation within sixty (60) days after delivery of a Response, either the Indemnified Party or the Shareholders' Representative may demand arbitration of any matter set forth in the applicable Indemnification Demand. The matter shall be settled by arbitration conducted by one arbitrator mutually agreeable to the Indemnified Party and the Shareholders' Representative. In the event that, within thirty (30) days after submission of any dispute to arbitration, the Indemnified Party and the Shareholders' Representative cannot mutually agree on one arbitrator, then the parties shall arrange for the American Arbitration Association to designate a single arbitrator in accordance with the rules of the American Arbitration Association.

(d) Any such arbitration shall be held in San Diego, California, under the rules and procedures then in effect of the American Arbitration Association. The arbitrator shall determine how all expenses relating to the arbitration shall be paid, including the respective expenses of each party, the fees of the arbitrator and the administrative fee of the American

Arbitration Association; *provided, however,* that any such resolution shall be subject to the terms, conditions and limitations set forth in this Section 5. The arbitrator shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the Indemnified Party and the Shareholders' Representative an opportunity, adequate in the sole judgment of the arbitrator to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrator shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions, including attorneys' fees and costs, to the same extent as a competent court of law or equity, should the arbitrator determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The decision of the arbitrator as to the validity and amount of any indemnification claim in such Indemnification Demand shall be subject to the limitations set forth in this Agreement and final, binding and conclusive upon the parties. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Parent shall claw-back or set-off in accordance with Section 5.9(e) against the Consideration Shares and/or the Retention Amount such number of shares of Parent Common Stock or dollar value, as applicable, as have an aggregate Value equal to the Damages determined to be payable to the Parent Indemnitees by the arbitrator.

(e) In the event Parent becomes entitled to exercise claw-back or set-off rights in accordance with this Section 5.9, such claw-back or set-off rights shall be exercised in the following priority until all Damages have been clawed-back or set-off by Parent:

(i) Claw-back or set-off rights for Damages relating to facts set forth in Section 5.2(a)(iii) above shall be applied first (to the extent paid, payable or reasonably expected to be payable), to all paid and unpaid (vested and unvested) portions of the Retention Amount, and second, to the Consideration Shares severally based upon each Closing Time Shareholder's Pro Rata Fraction, and third, to any shares of Parent Common Stock (including options to purchase shares of Parent Common Stock) issued pursuant to an Employment Package (the "Employment Shares") on a pro rata basis based on the number and type (options versus shares of Parent Common Stock) of Employment Shares so issued.

(ii) Claw-back or set-off rights for Damages relating to facts other than those set forth in Section 5.2(a)(iii) above shall be applied first, to (A) the Consideration Shares and (B) all paid and unpaid (vested and unvested) portions of the Retention Amount (to the extent paid, payable or reasonably expected to be payable) based upon each Closing Time Shareholder's Pro Rata Fraction (which Pro Rata Fraction shall take into account, for purposes of this paragraph, the value of such paid or unpaid (vested and unvested) Retention Amount (to the extent paid, payable or reasonably expected to be payable) (calculated by determining the aggregate dollar value as of the Closing Date of the Consideration Shares and the Retention Amount), provided that in the case of any set off rights applied against a Closing Time Shareholder entitled to receive a Retention Amount, such set off rights shall be applied first to such Closing Time Shareholder's Retention Amount (to the extent paid, payable or reasonably expected to be payable) and thereafter to the Consideration Shares issued to such Closing Time

Shareholder; and second, to any Employment Shares on a pro rata basis based on the number and type (options versus shares of Parent Common Stock) of Employment Shares so issued.

(f) In the event of Damages, Parent shall give notice to the Closing Time Shareholders to promptly return the Company Stock Certificates for the Consideration Shares in order to enable Parent to issue new Company Stock Certificates to reflect such set-off (in accordance with each Closing Time Shareholder's Pro Rata Fraction as set forth in this Section 5.9). Notwithstanding whether such Company Stock Certificates evidencing the Consideration Shares are returned to Parent, Parent shall have the right to change Parent's stock ledger to reflect the number of shares of Company Common Stock each Closing Time Shareholder holds, after giving effect to such set off against each Closing Time Shareholder; provided that if Parent's stock ledger and the Company Stock Certificates held by any Closing Time Shareholder conflict, Parent's stock ledger shall prevail.

6. MISCELLANEOUS PROVISIONS

6.1 Shareholders' Representative.

(a) In order to efficiently administer certain matters contemplated hereby following the Closing, including the defense or settlement of any claims for which Parent Indemnitees may be entitled to indemnification pursuant to Section 5, by the adoption of this Agreement, the Closing Time Shareholders shall be deemed to have designated Shareholder Representative Service LLC as the representative of the Closing Time Shareholders for the purposes of this Agreement.

(b) The Shareholders' Representative may resign at any time. In the event the Shareholders' Representative becomes unable to perform his or her responsibilities hereunder or resigns from such position, the Closing Time Shareholders who hold a majority in interest of the Consideration Shares at such time shall be authorized to and shall select another representative to fill such vacancy and such substituted representative shall be deemed to be a Shareholders' Representative for all purposes of this Agreement and the documents delivered pursuant hereto.

(c) All decisions and actions by the Shareholders' Representative pursuant to this Agreement, including any agreement between the Shareholders' Representative and Parent relating to the defense or settlement of any claims for which a Parent Indemnitee may be entitled to indemnification pursuant to Section 5, shall be binding upon all of the Closing Time Shareholders, and no Closing Time Shareholders shall have the right to object, dissent, protest or otherwise contest any such decision or action.

(d) As between the Closing Time Shareholders and the Shareholders' Representative, the Shareholders' Representative shall not be liable for any act done or omitted hereunder as Shareholders' Representative while acting in good faith, and any act done or omitted to be done pursuant to the advice of counsel shall be conclusive evidence of such good faith. The Shareholders' Representative shall be entitled to be indemnified and held harmless by the Closing Time Shareholders against any loss, liability, damage, claim, penalty, fine, forfeiture, action, fee, cost or expense including the fees and expenses of counsel and experts and their

staffs and all expense of document location, duplication and shipment) (collectively, "***Representative Losses***") arising out of or in connection with the acceptance or administration of its duties hereunder, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Shareholders' Representative, the Shareholders' Representative will reimburse the Closing Time Shareholders the amount of such indemnified Representative Loss to the extent attributable to such gross negligence or willful misconduct. In no event will the Shareholders' Representative be required to advance its own funds on behalf of the Closing Time Shareholders or otherwise. The Closing Time Shareholders acknowledge and agree that the foregoing indemnities will survive the resignation or removal of the Shareholders' Representative or the termination of this Agreement.

(e) By their adoption of this Agreement, the Closing Time Shareholders shall be deemed to have agreed, in addition to the foregoing, that:

(i) The Shareholders' Representative is hereby appointed and constituted the true and lawful attorney-in-fact of each Shareholder, with full power in his, her or its name and on his, her or its behalf to act according to the terms of this Agreement. The Shareholders' Representative hereby accepts such appointment.

(ii) Parent shall be entitled to rely conclusively on the instructions and decisions given or made by the Shareholders' Representative as to any of the matters described in this Section 6.1(e), and no party shall have any cause of action against Parent for any action taken by Parent in reliance upon any such instructions or decisions;

(iii) all actions, decisions and instructions of the Shareholders' Representative shall be conclusive and binding upon all of the Closing Time Shareholders, and no Closing Time Shareholder shall have any cause of action against the Shareholders' Representative for any action taken, decision made or instruction given by the Shareholders' Representative under this Agreement, except for Fraud or willful breach of this Agreement on the part of the Shareholders' Representative;

(iv) the provisions of this Section 6.1(e) are independent and severable, are irrevocable and coupled with an interest, and shall be enforceable notwithstanding any rights or remedies that any Shareholder may have in connection with the transactions contemplated by this Agreement; and

(v) the provisions of this Section 6.1 shall be binding upon the executors, heirs, legal representatives successors and assigns of each Closing Time Shareholder, and any references in this Agreement to the Closing Time Shareholders shall mean and include the successors to the Closing Time Shareholder's rights hereunder, whether pursuant to testamentary disposition, the laws of descent and distribution or otherwise.

6.2 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other

actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

6.3 Fees and Expenses. Except as set forth in Section 5, each party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such party in connection with the transactions contemplated by this Agreement, including all fees, costs and expenses incurred by such party in connection with or by virtue of (a) the investigation and review conducted by Parent and its Representatives with respect to the Company's business (and the furnishing of information to Parent and its Representatives in connection with such investigation and review), (b) the negotiation, preparation and review of this Agreement (including the Company Disclosure Schedule) and all agreements, certificates, opinions and other instruments and documents delivered or to be delivered in connection with the transactions contemplated by this Agreement, (c) the preparation and submission of any filing or notice required to be made or given in connection with any of the transactions contemplated by this Agreement, and the obtaining of any consent required to be obtained in connection with any of such transactions and (d) the consummation of the Merger.

6.4 Attorneys' Fees. Except as set forth in Section 5, if any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

6.5 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by facsimile or electronic mail) to the address, facsimile telephone number or electronic mail address set forth beneath the name of such party below (or to such other address, facsimile telephone number or electronic mail address as such party shall have specified in a written notice given to the other parties hereto):

if to Parent:

SweetLabs, Inc.
510 Market St Suite 301,
San Diego, CA 92101
Attention: Johnny Chen
Facsimile: (858) 344-8234
Email: jchen@sweetlabs.com

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

Cooley LLP
4401 Eastgate Mall
San Diego, California 92121
Attention: Ken Rollins
Facsimile: (858) 550-6420
Email: krollins@cooley.com

if to the Shareholders' Representative:

Shareholder Representative Services LLC
1614 15th Street, Suite 200
Denver, CO 80202
Attention: Managing Director
Facsimile: (303) 623-0294
Email: deals@srsacquiom.com

6.6 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, including facsimile and electronic copies, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

6.8 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

6.9 Successors and Assigns. This Agreement shall be binding upon: the parties and their successors and assigns (if any). This Agreement shall inure to the benefit of the Closing Time Shareholders (to the extent set forth in Section 1.5). No Closing Time Shareholders may assign any of their rights under this Agreement without the consent of Parent.

6.10 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative). The parties to this Agreement agree that, in the event of any Breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, such other party shall be entitled (in addition to any other remedy that may be available to it) to (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (b) an injunction restraining such Breach.

6.11 Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power,

right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.12 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

6.13 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

6.14 Parties in Interest. Except for the provisions of Section 1.5 and Section 5, none of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

6.15 Publicity. The Closing Time Shareholders and the Shareholders' Representative agree that on and at all times after the Closing Date: (a) no press release or other publicity concerning the Merger is issued or otherwise disseminated by or on its behalf without Parent's prior written consent; (b) the Closing Time Shareholders and the Shareholders' Representative shall continue to keep the terms of this Agreement strictly confidential; and (c) neither the Closing Time Shareholders nor the Shareholders' Representative uses or discloses to any other Person, any non-public document or other information that relates directly or indirectly to Parent or the Company; *provided* that notwithstanding the foregoing, following Closing, the Shareholders' Representative shall be permitted to: (i) after the public announcement of the Merger, publicly announce that it has been engaged to serve as the Shareholders' Representative in connection with the Merger as long as such announcement does not disclose any of the other terms of the Merger or the other transactions contemplated herein; and (ii) disclose information as required by law or to employees, advisors or consultants of the Shareholders' Representative and to the Closing Time

Shareholders, in each case who have a need to know such information, provided that such persons either (A) agree to observe the terms of this Section 6.15 or (B) are bound by obligations of confidentiality to the Shareholders' Representative of at least as high a standard as those imposed on the Shareholders' Representative under this Section 6.15.

6.16 Entire Agreement. This Agreement and the other agreements referred to herein set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof.

6.17 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

6.18 Conflict Waiver. Notwithstanding that the Company has been represented by Company Counsel in the preparation, negotiation and execution of the this Agreement and the transactions contemplated hereby, the Company agrees that after the Closing Company Counsel may represent the Shareholders' Representative, the Closing Time Shareholders and/or their affiliates in matters related to this Agreement and the transactions contemplated hereby, including without limitation in respect of any indemnification claims pursuant to this Agreement and the transactions contemplated hereby. The Company hereby acknowledges, on behalf of itself and its affiliates, that it has had an opportunity to ask for and has obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation, and it hereby waives any conflict arising out of such future representation.

The parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

SWEETLABS, INC.

By:_____

Name: Darrius Thompson

Title: CEO

SWEETAPPS ACQUISITION CORPORATION

By:_____

Name: Darrius Thompson

Title: CEO

APPATTACH, INC.

By:_____

Name:_____

Title:_____

By:_____

Name: James DePoy

By:_____

Name: John DePoy

By:_____

Name: Phil DePoy

The parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

SWEETLABS, INC.

By:_____

Name:_____

Title:_____

SWEETAPPS ACQUISITION CORPORATION

By:_____

Name:_____

Title:_____

APPATTACH, INC.

By: DocuSigned by: James DePoy AD0733FFBB6749C... _____

Name: James DePoy

Title: President/CEO

By: DocuSigned by: James DePoy AD0733FFBB6749C... _____

Name: James DePoy

By:_____

Name: John DePoy

By:_____

Name: Phil DePoy

The parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

SWEETLABS, INC.

By:_____

Name:_____

Title:_____

SWEETAPPS ACQUISITION CORPORATION

By:_____

Name:_____

Title:_____

APPATTACH, INC.

By:_____

Name:_____

Title:_____

By:_____

Name: James DePoy

By: DocuSigned by: John DePoy
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Name: John DePoy

By:_____

Name: Phil DePoy

The parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

SWEETLABS, INC.

By:_____

Name:_____

Title:_____

SWEETAPPS ACQUISITION CORPORATION

By:_____

Name:_____

Title:_____

APPATTACH, INC.

By:_____

Name:_____

Title:_____

By:_____

Name: James DePoy

By:_____

Name: John DePoy

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Name: Phil DePoy

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Name: Eric Clow

By:_____

Name: Rudy Gadre

By:_____

Name: David Thacher

By:_____

Name: Don Krysinski

By:_____

Name: Cameron Altenhof-Long

POINT B CAPITAL

By:_____

Name:_____

Title:_____

WASHINGTON RESEARCH FUND

By:_____

Name:_____

Title:_____

By:_____

Name: Eric Clow

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Name: Don Krysinski

By:_____

Name: Cameron Altenhof-Long

POINT B CAPITAL

By:_____

Name:_____

Title:_____

WASHINGTON RESEARCH FUND

By:_____

Name:_____

Title:_____

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Name: Eric Clow

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Name: Rudy Gadre

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Name: David Thacher

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Name: Don Krysinski

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Name: Cameron Altenhof-Long

POINT B CAPITAL

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Title:_____

WASHINGTON RESEARCH FUND

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Name: Eric Clow

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Name: Cameron Altenhof-Long

POINT B CAPITAL

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WASHINGTON RESEARCH FUND

By:_____

Name:_____

Title:_____

By:_____

Name: Eric Clow

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Name: Rudy Gadre

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Name: David Thacher

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Name: Don Krysinski

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Name: Cameron Altenhof-Long

POINT B CAPITAL

By:_____

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WASHINGTON RESEARCH FUND

By:_____

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Title:_____

By:_____

Name: Eric Clow

By:_____

Name: Rudy Gadre

By:_____

Name: David Thacher

By:_____

Name: Don Krysinski

By:_____

Name: Cameron Altenhof-Long

POINT B CAPITAL

By: DocuSigned by: Henry Lin B41A51D72C61443...

Name: Henry Lin

Title: Managing Director

WASHINGTON RESEARCH FUND

By:_____

Name:_____

Title:_____

By:_____

Name: Eric Clow

By:_____

Name: Rudy Gadre

By:_____

Name: David Thacher

By:_____

Name: Don Krysinski

By:_____

Name: Cameron Altenhof-Long

POINT B CAPITAL

By:_____

Name:_____

Title:_____

WASHINGTON RESEARCH FUND

By: DocuSigned by: John Reagh
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Name: John Reagh

Title: Mgr. Bus. Dev. & Legal Affairs

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Shareholders' Representative

DocuSigned by:

By: _____

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Name: Sam Riffe

Title: Executive Director

EXHIBIT A

CERTAIN DEFINITIONS

Applicable Expiration Date. "Applicable Expiration Date" shall have the meaning set forth in Section 5.1(b) of the Agreement.

Affiliated Fund. "Affiliated Fund" shall have the meaning set forth in Section 2.22(b) of the Agreement.

Agreed Portion. "Agreed Portion" shall have the meaning set forth in Section 9(b) of the Agreement.

Agreement. "Agreement" shall mean the Agreement and Plan of Merger and Reorganization to which this Exhibit A is attached (including the Disclosure Schedule), as it may be amended from time to time.

Articles of Merger. "Articles of Merger" shall have the meaning set forth in Section 1.3 of the Agreement.

Asserted Damages Amount. "Asserted Damages Amount" shall have the meaning set forth in Section 5.9(a) of the Agreement.

Breach. There shall be deemed to be a "Breach" of a representation, warranty, covenant, obligation or other provision if there is or has been (a) any inaccuracy in or breach (including any inadvertent or innocent breach) of, or any failure (including any inadvertent failure) to comply with or perform, such representation, warranty, covenant, obligation or other provision, or (b) any claim (by any Person) or other circumstance that is inconsistent with such representation, warranty, covenant, obligation or other provision; and the term "Breach" shall be deemed to refer to any such inaccuracy, breach, failure, claim or circumstance.

Closing. "Closing" shall have the meaning set forth in Section 1.3 of the Agreement.

Closing Date. "Closing Date" shall have the meaning set forth in Section 1.3 of the Agreement.

Closing Time Shareholder. "Closing Time Shareholder" shall mean any holder of Company Capital Stock as of immediately prior to the Effective Time, including Company Capital Stock issued upon exercise of Company Options pursuant to Section 1.6 above.

Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

Company. "Company" shall have the meaning set forth in the introductory paragraph of the Agreement.

Company Articles of Incorporation. "Company Articles of Incorporation" shall mean the Company's Amended and Restated Certificate of Incorporation dated February 16, 2012, and amendments thereto.

Company Capital Stock. "Company Capital Stock" shall mean, collectively, the Company Common Stock and the Company Preferred Stock.

Company Common Stock. "Company Common Stock" shall have the meaning set forth in Section 2.3(a) of the Agreement.

Company Contract. "Company Contract" shall mean any Contract: (a) to which the Company is a party; (b) by which the Company or any of its assets is or may become bound or under which the Company has, or may become subject to, any obligation; or (c) under which the Company has or may acquire any right or interest.

Company Counsel. "Company Counsel" shall mean Carney Badley Spellman P.S. and any other legal counsel that has provided services to or on behalf of the Company in connection with the transactions contemplated by the Agreement.

Company Disclosure Schedule. "Company Disclosure Schedule" shall mean the schedule (dated as of the date of the Agreement) delivered to Parent on behalf of the Company and the Shareholders.

Company Employee Plan. "Company Employee Plan" shall mean any plan, program, policy, practice, contract or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written, unwritten or otherwise, funded or unfunded, including each "employee benefit plan," within the meaning of Section 3(3) of ERISA (whether or not ERISA is applicable to such plan), that is or has been maintained, contributed to, or required to be contributed to, by the Company for the benefit of any employee of the Company, or with respect to which the Company has or may have any liability or obligation, except such definition shall not include any Company Employee Agreement.

Company Intellectual Property Right. "Company Intellectual Property Right" shall mean all Intellectual Property Rights owned or purported to be owned by the Company.

Company Option. "Company Option" shall mean each option to purchase shares of Company Common Stock (or exercisable for cash) outstanding under the Company Option Plan or otherwise.

Company Option Plan. "Company Option Plan" shall mean any stock option, equity incentive, stock appreciation unit or similar plan of the Company.

Company Preferred Stock. "Company Preferred Stock" shall have the meaning set forth in Section 2.3(a) of the Agreement.

Company Preferred Stock Certificate. "Company Preferred Stock Certificate" shall have the meaning set forth in Section 1.7(a) of the Agreement.

Company Stock Certificate. "Company Stock Certificate" shall have the meaning set forth in Section 1.7(a) of the Agreement.

Company Transaction Expenses. "Company Transaction Expenses" shall mean all fees, costs and expenses that have been incurred or that are incurred (whether prior to the date of the Agreement or at or after the Effective Time) by or on behalf of any of the Company relating directly or indirectly to, or arising from or in connection with, the transactions contemplated by the Agreement, including (a) any fees, costs or expenses payable to the Company Counsel or to any financial advisor, accountant or other Person who performed services for or on behalf of the Company, or who is otherwise entitled to any compensation from the Company, in connection with the Agreement or any of the transactions contemplated by the Agreement, and (b) any fees, costs, expenses, liabilities or obligations that arise or are expected to arise, are triggered or become due or payable in whole or in part to vendors, customers, employees, or consultants as a direct result of the consummation of the Merger or any of the other transactions contemplated by the Agreement.

Consideration Shares. "Consideration Shares" shall have the meaning set forth in Section 1.7(b) of the Agreement.

Damages. "Damages" shall include any loss, damage, injury, decline in value, lost opportunity, liability, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including reasonable attorneys' fees), charge, cost (including costs of investigation) or expense of any nature but shall exclude any punitive or consequential or exemplary damages in connection therewith (except for those payable to a third party).

Dissenting Shares. "Dissenting Shares" shall have the meaning set forth in Section 1.8 of the Agreement.

Effective Time. "Effective Time" shall have the meaning set forth in Section 1.3 of the Agreement.

Employment Packages. "Employment Packages" shall have the meaning set forth in the 1.3(a)(ii).

Entity. "Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

FIRPTA Certificate. "FIRPTA Certificate" shall have the meaning set forth in Section 4.1 of the Agreement.

Fraud. "Fraud" shall mean any intentional misrepresentation, deceit, or concealment of a material fact with the intention of depriving a Person of property or legal rights or otherwise causing injury.

Governmental Body. "Governmental Body" means any national, federal, regional, state, provincial, local, or foreign or other governmental authority or instrumentality, legislative body, court, administrative agency, regulatory body, commission or instrumentality, including any multinational authority having governmental or quasi-governmental powers, or any other industry self-regulatory authority.

Hazardous Materials. "Hazardous Materials" shall mean (a) materials which are listed or otherwise defined as "hazardous" or "toxic" under any applicable local, state, federal and/or foreign laws and regulations that govern the existence and/or remedy of contamination on property, the protection of the environment from contamination, the control of hazardous wastes, or other activities involving hazardous substances, including building materials, or (b) any petroleum products or nuclear materials.

Indemnified Party. "Indemnified Party" shall have the meaning specified in Section 5.9(a) of the Agreement.

Indemnification Demand. "Indemnification Demand" shall have the meaning set forth in Section 5.9(a) of the Agreement.

Initial Expiration Date. "Initial Expiration Date" shall have the meaning set forth in Section 5.1(a) of the Agreement.

Intellectual Property Rights. "Intellectual Property Rights" shall mean all (a) United States and foreign patents and patent applications and disclosures relating thereto (and any patents that issue as a result of those patent applications), and any renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of the patents and patent applications, as well as all related foreign patent and patent applications that are counterparts to such patents and patent applications, and any other national and multinational statutory invention registrations and disclosures relating thereto, (b) United States and foreign trademarks, trade names, service marks, service names, trade dress, logos, slogans, 800 numbers and corporate names, whether registered or unregistered, and the goodwill associated therewith, together with any registrations and applications for registration thereof, (c) rights in works of authorship including any United States and foreign copyrights and rights under copyrights, whether registered or unregistered, including moral rights, and any registrations and applications for registration thereof (and including any such rights in Software), (d) United States and foreign mask work rights or equivalents, and registrations and applications for registration thereof, (e) rights in databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of the United States or any other jurisdiction, whether registered or unregistered, and any applications for registration therefor, (f) trade secrets and other rights in know-how and confidential or proprietary information (including any business plans, designs, technical data, Customer Data, financial information, pricing and cost information, bills of material, or other similar information), (g) URL and domain name registrations, (h) inventions (whether or not patentable) and improvements thereto, and all prior user rights, (i) all claims and causes of action arising out of or related to infringement or misappropriation of any of the foregoing and (j) other proprietary or intellectual property rights now known or hereafter recognized in any jurisdiction worldwide.

IP Assignment Agreements. "IP Assignment Agreements" shall have the meaning set forth in Section 1.3 of the Agreement.

Key Person. "Key Person" shall mean James DePoy and Jim Stackman.

Knowledge. "Knowledge" shall mean, with respect to any fact, circumstance, event or other matter in question, the actual Knowledge of such fact, circumstance, event or other matter after reasonable inquiry of the officers, directors and individuals set forth on Schedule A; *provided, that,* for the purposes of Section 2.11, "Knowledge" shall mean, with respect to any fact, circumstance, event or other matter in question, the actual Knowledge of such fact, circumstance, event or other matter of the officers, directors and individuals set forth on Schedule B.

Legal Requirement. "Legal Requirement" shall mean any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any governmental authority.

Material Contract. "Material Contract" shall have the meaning set forth in Section 2.16 of the Agreement.

Merger. "Merger" shall have the meaning set forth in Recital A of the Agreement.

Merger Sub. "Merger Sub" shall have the meaning set forth in the introductory paragraph to the Agreement.

Parent. "Parent" shall have the meaning set forth in the introductory paragraph to the Agreement.

Parent Common Stock. "Parent Common Stock" shall mean shares of common stock of Parent, par value $0.001.

Parent Financial Statements. "Parent Financial Statements" shall mean the unaudited balance sheets and the unaudited statements of operations as of and for the year ended December 31, 2014 and the quarters ended March 31, 2015 and June 30, 2015 as set forth in the Information Statement distributed to the Company Shareholders which sets forth the material terms and conditions of the Merger.

Parent Indemnitees. "Parent Indemnitees" shall mean the following Persons: (a) Parent; (b) Parent's current and future affiliates (including the Surviving Corporation); (c) the respective Representatives of the Persons referred to in clauses "(a)" and "(b)" above; and (d) the respective successors and assigns of the Persons referred to in clauses "(a)" and "(b)" above.

Person. "Person" shall mean any individual, Entity or Governmental Body.

Permitted Transfer. "Permitted Transfer" shall mean any transfer upon the death of Shareholder pursuant to any will, trust or similar instrument or pursuant to the laws of descent and distribution.

Pro Rata Fraction. "Pro Rata Fraction" shall have the meaning set forth in Section 1.3(a)(xi).

Release. "Release" shall have the meaning set forth in the 1.3(a)(iv).

Representatives. "Representatives" shall mean officers, directors, employees, agents, attorneys, accountants, advisors and representatives.

Response. "Response" shall have the meaning set forth in Section 5.9(b) of the Agreement.

Retention Amount. "Retention Amount" shall have the meaning set forth in the Employment Package entered into between the Company and James Depoy.

Right of First Refusal and Co-Sale Agreement. "Right of First Refusal and Co-Sale Agreement" shall have the meaning set forth in Section 1.3(a)(iii) of the Agreement.

Securities Act. "Securities Act" shall mean the Securities Act of 1933, as amended.

Shareholder Consent. "Shareholder Consent" shall have the meaning set forth in Section 1.3(a)(i).

Shareholders. "Shareholders" shall have the meaning set forth in the introductory paragraph of the Agreement.

Shareholders' Representative. "Shareholders' Representative" shall have the meaning set forth in the in the introductory paragraph to the Agreement.

Subscription Agreement. "Subscription Agreement" shall have the meaning set forth in Section 2.17 of the Agreement.

Surviving Corporation. "Surviving Corporation" shall have the meaning set forth in Section 1.1 of the Agreement.

Tax. "Tax" shall mean any tax (including any income tax, franchise tax, capital gains tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax or payroll tax), levy, assessment, tariff, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Body.

Tax Return. "Tax Return" shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

Value. "Value" shall mean the fair market value of a share of Parent Common Stock at the time of the final determination of Damages as determined in the good faith judgment of Parent's board of directors.

Washington Secretary of State. "Washington Secretary of State" shall have the meaning set forth in Section 1.3 of the Agreement.

WBCA. "WBCA" shall mean the Washington Business Corporation Act.

EXHIBIT B

SHAREHOLDER CONSENT

EXHIBIT C

EMPLOYMENT PACKAGE

EXHIBIT D

SECOND AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

EXHIBIT E

RELEASE

EXHIBIT F

INSURANCE WARRANTY LETTER

COMPANY DISCLOSURE SCHEDULES

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

among:

SWEETLABS, INC.,

a Delaware corporation;

SWEETAPPS ACQUISITION CORPORATION,

a Washington corporation;

APPATTACH, INC.,

a Washington corporation;

and

Shareholder Representative Services LLC

in its capacity as

SHAREHOLDERS' REPRESENTATIVE

Dated as of August 26, 2015

THESE DISCLOSURE SCHEDULES RELATE TO THAT CERTAIN AGREEMENT AND PLAN OF MERGER AND REORGANIZATION, DATED AS OF AUGUST 26, 2015 (THE "AGREEMENT") BY AND AMONG SWEETLABS, INC., A DELAWARE CORPORATION ("PARENT"), SWEETAPPS ACQUISITION CORPORATION, A WASHINGTON CORPORATION ("MERGER SUB"), APPATTACH, INC., A WASHINGTON CORPORATION (THE "COMPANY"), THE STOCKHOLDERS OF THE COMPANY NAMED THEREIN, AND SHAREHOLDER REPRESENTATIVE SERVICES LLC ("SRS"), IN ITS CAPACITY AS THE REPRESENTATIVE OF THE STOCKHOLDERS PURSUANT TO SECTION 6.1 OF THE AGREEMENT. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING ASSIGNED TO THEM IN THE AGREEMENT.

THE DISCLOSURE SCHEDULE AND THE INFORMATION AND DISCLOSURES CONTAINED HEREIN ARE INTENDED TO DISCLOSE INFORMATION PURSUANT TO, OR QUALIFY AND LIMIT THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY CONTAINED IN THE AGREEMENT. NOTHING IN THIS DISCLOSURE SCHEDULE IS INTENDED TO, NOR SHALL IT BE CONSTRUED TO, EXPAND IN ANY WAY THE SCOPE OR EFFECT OF ANY OF THE COMPANY'S REPRESENTATIONS, WARRANTIES OR COVENANTS

CONTAINED IN THE AGREEMENT. THIS DISCLOSURE SCHEDULE AND THE INFORMATION AND DISCLOSURES CONTAINED HEREIN ARE AS OF THE DATE OF THE AGREEMENT UNLESS OTHERWISE SPECIFIED.

THE DISCLOSURES IN THIS DISCLOSURE SCHEDULE SHALL RELATE ONLY TO THE REPRESENTATIONS AND WARRANTIES IN THE SECTION OR SUB-SECTION OF THE AGREEMENT TO WHICH EACH SCHEDULE EXPRESSLY REFERS; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT IT IS REASONABLY APPARENT ON THE FACE OF ANY SUCH DISCLOSURE THAT SUCH DISCLOSURE IS APPLICABLE TO ANOTHER REPRESENTATION OR WARRANTY, SUCH DISCLOSURE SHALL BE DEEMED TO APPLY TO SUCH OTHER REPRESENTATION OR WARRANTY. INCLUSION OF ANY SPECIFIC ITEM IN THE DISCLOSURE SCHEDULE IS NOT INTENDED TO IMPLY THAT THE ITEMS SO INCLUDED ARE OR ARE NOT MATERIAL OR WITHIN OR OUTSIDE THE ORDINARY COURSE OF BUSINESS. THE INFORMATION CONTAINED IN THE DISCLOSURE SCHEDULE IS DISCLOSED SOLELY FOR THE PURPOSES OF THIS AGREEMENT, AND NO INFORMATION CONTAINED IN THE DISCLOSURE SCHEDULE SHALL BE DEEMED TO BE AN ADMISSION BY ANY PARTY HERETO TO ANY THIRD PARTY OF ANY MATTER WHATSOEVER, INCLUDING, AN ADMISSION OF ANY VIOLATION OF ANY LAW OR BREACH OF ANY AGREEMENT.

THE HEADINGS AND CAPTIONS USED IN THIS DISCLOSURE SCHEDULE ARE FOR REFERENCE ONLY AND IN NO WAY MODIFY, AFFECT, OR ARE TO BE CONSIDERED IN CONSTRUING OR INTERPRETING THE AGREEMENT OR ANY INFORMATION PROVIDED HEREIN. THE ANNEXES OR EXHIBITS TO ANY PARTICULAR SECTION HEREOF FORM AN INTEGRAL PART OF THE DISCLOSURE SCHEDULE AND ARE INCORPORATED BY REFERENCE FOR ALL PURPOSES AS IF SET FORTH HEREIN.

LIST OF SCHEDULES

REDACTED

[redacted]	[redacted]
Part 2.1(B)	FictitiousNames, Assumed Names, Trade Names, or Other Names
Part 2.1(D)	Directors and Officers of the Company
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Part 2.11(A)	Company Intellectual Property Rights
Part 2.11(C)	Assignment by Employee of Intellectual Property Rights
[redacted]	[redacted]
[redacted]	[redacted]
Schedule A	Knowledge After Reasonable Inquiry
Schedule B	Knowledge

PART 2.1(b)
FICTITIOUS NAMES, ASSUMED NAMES, TRADE NAMES, OR OTHER NAMES

ENTITY NAME	BUSINESS NAME	REGISTERED TRADE NAMES	STATE REGISTERED
APPATTACH INC.	RIGHTWARE, INC.	APPATTACH (03/12/2012)	WASHINGTON

PART 2.1(d)
DIRECTORS AND OFFICERS OF THE COMPANY

DIRECTORS

NAME	POSITION
DON KRYSINSKI	CHAIRMAN, BOARD MEMBER
DAVID THACHER	BOARD MEMBER
JAMES DEPOY	BOARD MEMBER

OFFICERS

NAME	POSITION
JAMES DEPOY	FOUNDER, CEO

PART 2.11(a)
COMPANY INTELLECTUAL PROPERTY RIGHTS

NAME	REGISTERED	NUMBER	TYPE	PUBLICATION DATE	ASSIGNEE
ONLINE MARKETPLACE FOR PRE-INSTALLED SOFTWARE AND ONLINE SERVICES	YES	US8650558 B2	PATENT	FEB 11, 2014	RIGHTWARE, INC.
APPATTACH MARKETPLACE	NO	N/A	TRADEMARK	N/A	N/A
APPATTACH ANALYTICS	NO	N/A	TRADEMARK	N/A	N/A
INSIDEAPPS	NO	N/A	TRADEMARK	N/A	N/A
DEVMGR	NO	N/A	TRADEMARK	N/A	N/A
SUGGESTED APPS	NO	N/A	TRADEMARK	N/A	N/A

PART 2.11(c)
ASSIGNMENT BY EMPLOYEE OF INTELLECTUAL PROPERTY RIGHTS

LIST OF EMPLOYEES/CONTRACTORS WITHOUT SIGNED PROPRIETARY INFORMATION AND INVENTIONS AGREEMENTS

NAME	EMPLOYEE OR CONSULTANT	POSITION
MITCHELL HYMOWITZ	EMPLOYEE	CFO
DAVE BLOCK	CONTRACTOR	VICE PRESIDENT, MARKETING & SALES

Schedule A
Constructive Knowledge People

NAME	TITLE
JAMES DEPOY	FOUNDER, CEO, BOARD MEMBER
JIM STACKMAN	VICE PRESIDENT, BUSINESS DEVELOPMENT
CAMERON ALTENHOF-LONG	CTO
DON KRYSINSKI	CHAIRMAN, BOARD MEMBER
DAVID THACHER	BOARD MEMBER

Schedule B
Actual Knowledge People

NAME	TITLE
JAMES DEPOY	FOUNDER, CEO
JIM STACKMAN	VICE PRESIDENT, BUSINESS DEVELOPMENT
CAMERON ALTENHOF-LONG	CTO