PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4865497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/24/2017

CONVEYING PARTY DATA

Name	Execution Date
DATTO, INC.	10/24/2017
SOONR, INC.	10/24/2017

RECEIVING PARTY DATA

Name:	DATTO, INC.
Street Address:	101 MERRITT 7
Internal Address:	7TH FLOOR
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	7779069
Patent Number:	7899891
Patent Number:	7933254
Patent Number:	8116288

CORRESPONDENCE DATA

Fax Number: (617)526-5000

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: 6175266000
Email: WHIPDocketStaff@wilmerhale.com
Correspondent Name: WILMERHALE
Address Line 1: 60 STATE STREET
Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	2212827
NAME OF SUBMITTER:	MICHAEL E. CONNORS
SIGNATURE:	/Michael E. Connors/
DATE SIGNED:	03/14/2018

Total Attachments: 119
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AGREEMENT AND PLAN OF MERGER

by and among

Datto, Inc.;

Asteroid Merger Sub, Inc.;

Autotask Superior Holding, Inc.;

and

Shareholder Representative Services LLC, as the Securityholders' Representative

Dated as of October 24, 2017

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List of Exhibits

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (as may be amended from time to time, this "***Agreement***") is made and entered into as of October 24, 2017, by and among: Datto, Inc., a Delaware corporation ("***Parent***"); Asteroid Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("***Merger Sub***"); Autotask Superior Holding, Inc., a Delaware corporation (the "***Company***"); and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the Securityholders' Representative. Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. (i) The Significant Stockholders have entered into and (ii) prior to the Closing, certain other holders of Company Options and Company Common Stock (together with the Significant Stockholders, the "***Rollover Holders***") will enter into Rollover Contribution Agreements (each, a "***Rollover Agreement***" and collectively, the "***Rollover Agreements***"), pursuant to which, immediately prior to the Closing, each such Rollover Holder will contribute certain Company Options and shares of Company Common Stock (collectively, the "***Contributed Shares***") to Merritt Topco, Inc., a Delaware corporation ("***Topco***"), subject to the terms and conditions set forth therein (the "***Rollover***").

B. Parent, Merger Sub and the Company intend to effect a merger of Merger Sub into the Company (the "***Merger***") in accordance with this Agreement and the General Corporation Law of the State of Delaware (the "***DGCL***"). Upon consummation of the Merger, Merger Sub will cease to exist as a separate corporate entity, and the Company will become a wholly-owned subsidiary of Parent.

C. The Significant Stockholders have concurrently delivered the duly executed Support Agreement, attached hereto as Exhibit F.

D. The respective boards of directors of Parent, Merger Sub and the Company have approved this Agreement and the consummation of the transactions contemplated hereby, including the Merger.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 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, 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 DGCL. Without limiting the generality of the foregoing, and subject to the DGCL and this Agreement, at the Effective Time, all of the

property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.3 Closing; Effective Time. The consummation of the transactions contemplated by this Agreement (the "***Closing***") shall take place at the offices of Kirkland & Ellis LLP, 555 California Street, San Francisco, CA 94104, as promptly as practicable, but unless otherwise mutually agreed by the Company and Parent, no later than the second Business Day after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in SECTION 6 and SECTION 7 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) (the date of the Closing, the "***Closing Date***"). Subject to the provisions of this Agreement, the certificate of merger, substantially in the form attached hereto as Exhibit B (the "***Certificate of Merger***"), shall be duly executed by the Company and, concurrently with or as soon as practicable following the Closing, delivered to and filed with the Secretary of State of the State of Delaware in accordance with the DGCL. The Merger shall become effective upon the date and time of the filing of such Certificate of Merger with the Secretary of State of the State of Delaware, or at such later time as may be mutually agreed in writing by the Company and Parent and specified in the Certificate of Merger (the "***Effective Time***").

1.4 Certificate of Incorporation and Bylaws; Directors and Officers

(a) The certificate of incorporation of the Surviving Corporation shall be amended and restated as of the Effective Time to conform to the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time, except that the name of the Surviving Corporation may be changed by Parent.

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

(c) The directors and officers of the Surviving Corporation as of the Effective Time shall be the respective individuals who are directors and officers of Merger Sub immediately prior to the Effective Time.

1.5 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of Parent, Merger Sub, the Company or any stockholder of the Company:

(a) any shares of Company Common Stock then held by the Company (or held in the Company's treasury) shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(b) any shares of Company Common Stock then held by Parent, Merger Sub or any other subsidiary of Parent shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor (each, an "***Excluded Share***");

(c) except as provided in Sections 1.5(a) and 1.5(b), and subject to withholdings and adjustments as set forth in Sections 1.12, 1.13, 1.14, 1.15 and 1.16, each share of Company Common Stock outstanding immediately prior to the Effective Time (except for Contributed Shares, Dissenting Shares and Excluded Shares) shall cease to be existing, outstanding and issued and shall be automatically converted, by virtue of the Merger and without any action on the part of the holders thereof into the right to receive, without interest, an amount in cash equal to: (i) the Applicable Per Share Closing Merger Consideration, in accordance with (and subject to) the terms of this Agreement, *plus* (ii) any cash disbursements if and when payable from the Escrow Fund with respect to such Company Common Stock to the former holder thereof (based on such holder's portion of the released amount related to such Company Common Stock), *plus* (iii) any cash disbursements if and when payable from the Securityholders' Representative Reserve with respect to such Company Common Stock to the former holder thereof (based on such holder's portion of the released amount related to such Company Common Stock), *plus* (iv) any cash disbursements if and when payable, if any, under Section 1.13(d) due to a positive Adjustment Amount with respect to such Company Common Stock to the former holder thereof (based on such holder's portion of the Adjustment Amount related to such Company Common Stock), in each case, in accordance with the methodologies set forth on the Closing Payment Schedule and subject, in each case, to the terms and conditions set forth in this Agreement and the agreements contemplated by this Agreement; and

(d) each share of the common stock, $0.001 par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation, such that immediately following the Effective Time, Parent shall become the sole and exclusive owner of all of the issued and outstanding capital stock of the Company as the Surviving Corporation.

1.6 Treatment of Company Options. Except as may otherwise be agreed between Parent and a holder of Company Options with respect to such awards of Company Options set forth on Schedule 1.6 (the "***Company Rollover Options***"), Company Options shall be treated as follows:

(a) Neither Parent nor the Surviving Corporation shall assume any Company Option in connection with the transactions contemplated hereby. Contingent on and effective immediately prior to the Effective Time, each Company Vested Option that is not an Out-of-the-Money Company Option and that is outstanding and unexercised immediately prior to the Effective Time, shall be cancelled at the Effective Time and, in consideration of such cancellation, the holder thereof, subject to Sections 1.12, 1.13, 1.14, 1.15 and 1.16, shall be entitled to receive, without interest, a cash payment in an amount equal to: (i) (A) the aggregate number of shares of Company Common Stock issuable upon the exercise of such Company Vested Option, *multiplied* by (B) the amount by which the Applicable Per Share Closing Merger Consideration exceeds the exercise price per share of such Company Vested Option, rounding such amount down to the nearest whole cent (the "***Closing Options Payout Amount***"), *plus* (ii) any cash disbursements if and when payable from the Escrow Fund with respect to such Company Vested Option to the former holder thereof (based on such holder's portion of the released amount related to such Company Vested Option), *plus* (iii) any cash disbursements if,

when and to the extent payable from the Securityholders' Representative Reserve with respect to such Company Vested Option to the former holder thereof (based on such holder's portion of the released amount related to such Company Vested Option), *plus* (iv) any cash disbursements if, when and to the extent payable, if any, under Section 1.13(d) due to a positive Adjustment Amount with respect to such Company Vested Option to the former holder thereof (based on such holder's portion of the Adjustment Amount related to such Company Vested Option), subject, in each case, to the terms and conditions set forth in this Agreement and the agreements contemplated by this Agreement; provided that the amounts payable under clauses (ii) through (iv) shall not be paid to any holder following the fifth anniversary of the Closing Date.

(b) Contingent on and effective immediately prior to the Effective Time, each Company Unvested Option and each Out-of-the-Money Company Option that is outstanding and unexercised immediately prior to the Effective Time, shall be cancelled and extinguished at the Effective Time without the payment of cash, issuance of other securities or the right to any other consideration in respect thereof.

(c) The Company agrees that the Board of Directors of the Company shall adopt such resolutions and take all other actions (including obtaining any required consents) prior to the Effective Time as are required to effect the transactions described in this Section 1.6. All cash amounts payable in respect of Employee Options in accordance with this Section 1.6 shall be paid pursuant to the Surviving Corporation's standard payroll procedures in accordance with Section 1.12(b). Parent shall cause the Payment Agent to pay all cash amounts payable in respect of Non-Employee Options in accordance with this Section 1.6 pursuant to Section 1.12(a).

1.7 Total Merger Consideration.

(a) The aggregate consideration to be paid by Parent pursuant to the Merger (the "***Total Merger Consideration***") will be equal to, subject to adjustment after the Effective Time pursuant to Section 1.13:

(i) $500,000,000 (the "***Purchase Price***"),

(ii) *plus* the aggregate amount of the Estimated Closing Date Cash,

(iii) (1) *plus* the amount by which the Estimated Closing Working Capital is greater than the Target Working Capital, or (2) *minus* the amount by which the Estimated Closing Working Capital is less than the Target Working Capital (the result of clause (1) or (2), as applicable, the "***Estimated Working Capital Adjustment Amount***"),

(iv) *minus* the Estimated Closing Date Indebtedness,

(v) *minus* the Estimated Closing Date Transaction Expenses;

(b) "***Closing Merger Consideration***" shall mean: (i) the Total Merger Consideration, *minus* (ii) the Escrow Amount, *minus* (iii) the Securityholders' Representative Reserve.

1.8 Closing Payments and Closing Payment Schedule.

(a) On the Closing Date, Parent will make, or cause to be made, the following payments, by wire transfer of immediately available funds, as set forth herein:

(i) To the Company, the portion of the Closing Options Payout Amount payable in respect of Employee Options, as set forth in Section 1.6;

(ii) To the Payment Agent, to make the payments set forth on the Closing Payment Schedule (other than in respect of Employee Options), an aggregate amount in cash (the "***Closing Payment Amount***") equal to:

(1) the Total Merger Consideration as of the Closing Date,

(2) *minus* the portion of the Closing Options Payout Amount payable in respect of Employee Options,

(3) *minus* the Aggregate Rollover Consideration,

(4) *minus* the Escrow Amount, as set forth in Section 1.14,

(5) *minus* the Securityholders' Representative Reserve, as set forth in Section 1.16(d);

(iii) To the Escrow Agent, the Escrow Amount, as set forth in Section 1.14;

(iv) To the Payment Agent, to make the applicable payments identified on the Estimated Closing Statement, the Estimated Closing Date Transaction Expenses, as set forth in Section 1.13(f);

(v) To the Payment Agent, to make the applicable payments identified on the Estimated Closing Statement, the Estimated Closing Date Indebtedness, as set forth in Section 1.13(f); and

(vi) To the Payment Agent, to deposit into an account designated by the Securityholders' Representative, the Securityholders' Representative Reserve, as set forth in Section 1.16.

(b) No less than three Business Days prior to the Closing Date, the Company shall deliver to Parent and the Payment Agent a spreadsheet (the "***Closing Payment Schedule***") setting forth:

(i) the name and address of each holder of Company Common Stock and Company Options immediately prior to the Effective Time,

(ii) a designation, with respect to each Company Option, as to whether such Company Option is an Employee Option or a Non-Employee Option,

(iii) the number of shares of Company Common Stock and/or Company Options (including the number of Company Vested Options, Company Unvested Options and Out-of-the-Money Company Options) and, for each of the Company Options, (A) the name of the holder of such Company Option; (B) the total number of shares of Company Common Stock that are subject to such Company Option; (C) the exercise price per share of Company Common Stock purchasable under such Company Option; (D) the grant date of such Company Option; (E) the expiration date of such Company Option; and (F) the vesting schedule (and performance criteria, if applicable), each as of immediately prior to the Effective Time.

(iv) a calculation of the Total Merger Consideration and Closing Merger Consideration, as well as the Applicable Per Share Closing Merger Consideration for each class and series of Company Common Stock,

(v) the portion of the Closing Merger Consideration which each holder of Company Common Stock or Company Vested Option is eligible to receive as of the Closing Date,

(vi) the Pro Rata Fraction for each Participating Securityholder as of the Closing.

1.9 Loan Payoff. Prior to the Closing, the Company shall satisfy all notification and consent requirements, as applicable, under the terms of the agreements with respect to the Closing Date Indebtedness set forth on Schedule 1.9. The Company shall obtain, prior to the Closing, payoff letters for the Closing Date Indebtedness, in form and substance reasonably satisfactory to Parent ("***Payoff Letters***"), which shall provide the dollar amount of all Closing Date Indebtedness required to be paid in order to fully pay off such Closing Date Indebtedness as of the Closing.

1.10 Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation 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 take such action, so long as such action is not inconsistent with this Agreement.

1.11 Closing of the Company's Transfer Books. At the Effective Time: (a) all shares of Company Common Stock outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist, and all holders of certificates representing shares of Company Common Stock that were outstanding immediately prior to the Effective Time shall cease to have any rights as stockholders of the Company, and each certificate representing any such Company Common Stock (a "***Company Stock Certificate***") shall thereafter represent the right to receive the consideration referred to in Section 1.5 (or if applicable, Section 1.14), if any; and (b) the stock transfer books of the Company shall be closed with respect to all shares of Company Common Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of Company Common Stock shall be made on such stock transfer books after the Effective Time.

1.12 Exchange/Payment.

(a) The costs and fees of the Payment Agent shall be borne by Parent. At the Closing, Parent shall deposit with the Payment Agent cash in the amount of the Closing Payment Amount. In no event later than one Business Day after the Effective Time, the Payment Agent shall mail to the holders of Company Common Stock and the holders of Non-Employee Options that are neither Company Unvested Options nor Out-of-the-Money Company Options, in each case as of immediately prior to the Effective Time: (i) a letter of transmittal in substantially the form attached hereto as Exhibit C (the "***Letter of Transmittal***"), (ii) instructions for use in effecting the surrender of Company Common Stock in exchange for the cash amounts payable in accordance with Section 1.5 and Section 1.6 (but subject to Sections 1.12, 1.13, 1.14, 1.15 and 1.16), and (iii) instructions for use in effecting the surrender of such Non-Employee Options in exchange for the cash amounts payable in accordance with Section 1.6. Upon surrender of a duly executed Letter of Transmittal, the holder of such Company Common Stock shall be entitled to receive in exchange therefor the cash amounts payable in accordance with Section 1.5 (in each case, subject to Sections 1.12, 1.13, 1.14, 1.15 and 1.16). Upon surrender to the Payment Agent of a duly executed Letter of Transmittal, a holder of Non-Employee Options that are neither Company Unvested Options nor Out-of-the-Money Company Options shall be entitled to receive in exchange therefor the cash amounts payable in accordance with Section 1.6 (subject to Sections 1.12, 1.13, 1.14, 1.15 and 1.16).

(b) Within one payroll period following the Effective Time and subject to Section 1.12(e), Parent shall cause the Surviving Corporation to pay to each applicable holder of Employee Options an amount equal to the applicable Closing Options Payout Amount payable with respect to such Employee Option that is a Company Vested Option and is not an Out-of-the-Money Company Option.

(c) Any portion of the amounts payable in accordance with Section 1.5 and Section 1.6 that remains undistributed by the Payment Agent to holders of Company Stock Certificates or holders of Non-Employee Options as of the first anniversary of the Effective Time (but excluding amounts held in escrow pursuant to Sections 1.12, 1.13, 1.14, 1.15 and 1.16) shall be delivered to Parent upon demand, and any holders of Company Stock Certificates or holders of Non-Employee Options who have not theretofore surrendered the documentation contemplated under this Section 1.12 shall thereafter look only to Parent for satisfaction of their claims for the cash amounts payable in accordance with Sections 1.5 and 1.6.

(d) Neither Parent nor the Surviving Corporation shall be liable to any holder or former holder of Company Common Stock or Company Options with respect to any amounts properly delivered to any public official pursuant to any applicable abandoned property Law or escheat Law.

(e) Each of Parent, the Surviving Corporation, the Payment Agent and the Escrow Agent (each a "***Withholding Agent***") will be entitled to deduct and withhold from the consideration otherwise payable under this Agreement in respect of Company Common Stock or Company Options, the amounts such Withholding Agent is required to deduct and withhold under the Code or any other Tax Law. If any withholding obligation may be avoided by any

holder of Company Common Stock or Company Options providing information or documentation to a Withholding Agent, the Withholding Agent shall request such information from such holder of Company Common Stock or Company Options and use commercially reasonable efforts to avoid such withholding obligation. To the extent that amounts are so withheld and properly paid over to the applicable Governmental Body in accordance with applicable Law, such withheld and paid over amounts will be treated as having been paid to the applicable holder of Company Common Stock or Company Options.

(f) If any Company Stock Certificate shall have been lost, stolen or destroyed, then upon the making of an affidavit of that fact by the person claiming such Company Stock Certificate to be lost, stolen or destroyed and an indemnity reasonably satisfactory to the Surviving Corporation against any claim that may be made against the Surviving Corporation or any of its Affiliates with respect to such certificate or instrument, the Payment Agent will issue in exchange for such lost, stolen or destroyed Company Stock Certificate the Applicable Per Share Closing Merger Consideration to which the holder thereof is entitled pursuant to Section 1.5(c), for each share of Company Common Stock formerly represented by such Company Stock Certificates.

1.13 Post Closing Adjustment to Total Merger Consideration.

(a) Not less than three Business Days prior to the Closing Date, the Company shall deliver to Parent a written schedule (the "***Estimated Closing Statement***") setting forth in reasonable detail the Company's good faith estimate of (A) the Closing Date Cash (the "***Estimated Closing Date Cash***"), (B) the Closing Date Indebtedness (the "***Estimated Closing Date Indebtedness***"), (C) the Closing Date Transaction Expenses (the "***Estimated Closing Date Transaction Expenses***") and (D) the Closing Working Capital (the "***Estimated Closing Working Capital***"). The Estimated Closing Statement shall be prepared in conformity with GAAP and in a manner consistent with the illustrative calculation (the "***Closing Date Adjustment Illustration***") of Closing Date Cash, Closing Date Indebtedness, Closing Date Transaction Expenses and Closing Working Capital attached hereto as Exhibit D. Upon the delivery of the Estimated Closing Statement, the Company will make available to Parent and its representatives the work papers (subject to the execution of customary work paper access letters, if requested) and other books and records used in preparing the Estimated Closing Statement.

(b) Within 90 calendar days following the Closing, Parent shall prepare and deliver to the Securityholders' Representative a written schedule (the "***Closing Statement***") setting forth in reasonable detail its good faith calculation of (i) the Closing Date Cash, (ii) the Closing Date Indebtedness, (iii) the Closing Date Transaction Expenses and (iv) the Closing Working Capital; *provided*, however, that if Parent fails to provide such written schedule to the Securityholders' Representative within such 90-day period, then the Estimated Closing Statement shall be deemed to be the Closing Statement (without modification) and the Estimated Closing Statement, the Estimated Closing Date Cash, the Estimated Closing Date Indebtedness, the Estimated Closing Date Transaction Expenses and the Estimated Closing Working Capital shall be final, binding and conclusive for all purposes hereunder. Following the delivery of the Closing Statement, Parent shall provide the Securityholders' Representative and its representatives reasonable access (including by electronic delivery of documents), during regular

business hours, in such a manner as to not interfere with the normal operation of Parent or the Surviving Corporation, to work papers (subject to the execution of customary work paper access letters, if requested) and books and records relating to the preparation of the Closing Statement solely for the purpose of assisting the Securityholders' Representative in its review of the Closing Statement and the calculations contained therein. The Closing Statement shall be prepared in conformity with GAAP and in a manner consistent with the Closing Date Adjustment Illustration.

(c) If the Securityholders' Representative disagrees with the calculations in the Closing Statement, the Securityholders' Representative shall notify Parent of such disagreement in writing (the "***Dispute Notice***") within 30 days after delivery of the Closing Statement. The Dispute Notice must set forth in reasonable detail (A) any item on the Closing Statement which the Securityholders' Representative believes has not been prepared in accordance with this Agreement and the Securityholders' Representative's determination of the amount of such item and (B) the Securityholders' Representative's alternative calculation of the Closing Date Cash, the Closing Date Indebtedness, the Closing Date Transaction Expenses and/or the Closing Working Capital, as the case may be. Any item or amount that Securityholders' Representative does not dispute in reasonable detail in the Dispute Notice within such 30-day period shall be final, binding and conclusive for all purposes hereunder. In the event any such Dispute Notice is timely provided, Parent and Securityholders' Representative shall use commercially reasonable efforts for a period of 15 calendar days (or such longer period as they may mutually agree) to resolve any disagreements with respect to the calculations included in the Closing Statement that were disputed in the Dispute Notice. If, at the end of such period, the Securityholders' Representative and Parent remain unable to resolve the dispute in its entirety, then the unresolved items and amounts thereof in dispute shall be submitted to PricewaterhouseCoopers International Limited, or if such firm cannot or does not accept such engagement, another nationally recognized independent accounting firm, reasonably acceptable to Parent and Securityholders' Representative, which shall not be the independent accountants of Parent or the Company (the "***Dispute Auditor***"). The Dispute Auditor shall determine, based solely on the provisions of this Section 1.13(b) and the written presentations by Securityholders' Representative and Parent, and not by independent review, only those items and amounts that remain then in dispute as set forth in the Dispute Notice. The Dispute Auditor's determination of the Closing Date Cash, the Closing Date Indebtedness, the Closing Date Transaction Expenses and/or the Closing Working Capital, as applicable, shall be made within 45 days after the dispute is submitted for its determination and shall be set forth in a written statement delivered to Securityholders' Representative and Parent. A judgment of a court of competent jurisdiction selected pursuant to Section 10.5 hereof may be entered upon the Dispute Auditor's determination. The Dispute Auditor shall have exclusive jurisdiction over, and resorting to the Dispute Auditor as provided in this Section 1.13(b) shall be the only recourse and remedy of the parties against one another with respect to, those items and amounts that remain in dispute under this Section 1.13(b), and neither Parent nor the Securityholders' Representative shall be entitled to seek indemnification or recovery of any attorneys' fees or other professional fees incurred by such party in connection with any dispute governed by this Section 1.13(b). The Dispute Auditor shall allocate its fees and expenses between the Parent and Securityholders' Representative according to the degree to which the positions of the respective parties are not accepted by the Dispute Auditor. In no event shall the decision of the Dispute Auditor assign a

value to any item greater than the greatest value for such item claimed by either Parent or Securityholders' Representative or lesser than the smallest value for such item claimed by either Parent or Securityholders' Representative. Any determinations made by the Dispute Auditor pursuant to this Section 1.13(b) shall be final, non-appealable and binding on the parties hereto, absent manifest error or fraud.

(d) If the Adjustment Amount is a positive number, then the Total Merger Consideration shall be increased by the Adjustment Amount, and if the Adjustment Amount is a negative number, then the Total Merger Consideration shall be decreased by the Adjustment Amount. If the Adjustment Amount is a positive number, then within 5 Business Days after the final determination of the amount, (i) Parent shall pay to the Payment Agent the portion of the Adjustment Amount due to the Participating Securityholders that are holders of Company Common Stock or Non-Employee Options for further distribution to such Participating Securityholders based on the portion of the Adjustment Amount payable in respect of Company Common Stock or Non-Employee Options, and (ii) Parent shall pay to the Surviving Corporation for further distribution to the applicable Participating Securityholders the portion of the Adjustment Amount due to Participating Securityholders in respect of Employee Options. Parent shall cause the amounts referenced in the preceding clause (ii) to be paid to the applicable Participating Securityholders through the Surviving Corporation's customary payroll processes within one payroll period after the final determination of the Adjustment Amount. If the Adjustment Amount is a positive number, prior to any distribution of the Adjustment Amount to the Participating Securityholders, the Securityholders' Representative shall deliver to Parent and the Payment Agent an updated Closing Payment Schedule (which need not be certified by an officer of the Company) setting forth the portion of the Adjustment Amount payable to each Participating Securityholder. If the Adjustment Amount is a negative number, then within 5 Business Days after the final determination of such amount (the "***Parent Adjustment Amount***") in accordance with this Section 1.13, Parent and the Securityholders' Representative shall deliver joint written instructions to the Escrow Agent instructing it to disburse to Parent from the Escrow Fund, cash equal to the Parent Adjustment Amount. For the avoidance of doubt, any then-remaining amounts in the Escrow Fund shall represent Parent's sole and exclusive recourse with respect to any Parent Adjustment Amount.

(e) "***Adjustment Amount***" means the net amount (if disputed, as finally determined in accordance with Section 1.13(b) or 1.13(c) (as applicable)), which may be positive or negative, equal to:

(i) (a) the Closing Date Cash, *minus* (b) the amount of the Estimated Closing Date Cash; *plus*

(ii) (a) the Estimated Closing Date Indebtedness, *minus* (b) the amount of Closing Date Indebtedness; *plus*

(iii) (a) the Estimated Closing Date Transaction Expenses, *minus* (b) the amount of Closing Date Transaction Expenses; *plus*

(iv) (a) Closing Working Capital, *minus* (b) the Estimated Working Capital Adjustment Amount.

(f) On the Closing Date, (i) Parent shall cause the payment of the Estimated Closing Date Transaction Expenses, if any, to the Persons identified on the Estimated Closing Statement and (ii) Parent shall cause the payment of the Estimated Closing Date Indebtedness, if any, to the Persons identified on the Estimated Closing Statement. The Company shall deliver all applicable wire instructions and final invoices for the payment of any Estimated Closing Date Transaction Expenses or Estimated Closing Date Indebtedness to Parent at least three Business Days prior to the Closing.

1.14 Escrow. On the Closing Date, Parent shall deliver to the Escrow Agent, as a contribution to the Escrow Fund, cash in an amount equal to $2,500,000 (the "***Escrow Amount***") from the Total Merger Consideration for the purpose of securing the obligations of the Participating Securityholders with respect to any Parent Adjustment Amount pursuant to Section 1.13(d) of this Agreement. The Escrow Fund shall be held by the Escrow Agent in accordance with the terms of this Agreement and the terms of the Escrow Agreement. The Escrow Fund shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Person, and shall be held and disbursed solely for the purposes and in accordance with the terms of the Escrow Agreement. Promptly (and in any event within five Business Days) following the determination of the Adjustment Amount, if any, or following the determination that no Adjustment Amount shall apply, in each case, in accordance with Section 1.13 (as applicable, the "***Escrow Expiration Date***"), if there are any amounts remaining in the Escrow Fund after payment of any positive Adjustment Amount to Parent (the "***Remaining Escrow Amount***"), then Parent and the Securityholders' Representative shall deliver joint written instructions to the Escrow Agent to pay to (a) the Payment Agent the portion of the Remaining Escrow Amount due to the Participating Securityholders that are holders of Company Common Stock or Non-Employee Options for further distribution to such Participating Securityholders based on the portion of the Remaining Escrow Amount payable in respect of Company Common Stock or Non-Employee Options, and (b) the Surviving Corporation for further distribution to the applicable Participating Securityholders the portion of the Remaining Escrow Amount due to Participating Securityholders in respect of Employee Options (which Parent shall cause to be paid to the applicable Participating Securityholders through the Surviving Corporation's customary payroll processes within one payroll period after the Escrow Expiration Date).

1.15 Appraisal and Dissenters' Rights.

(a) Notwithstanding any other provision of this Agreement to the contrary, shares of Company Common Stock held by a holder who has made a demand for appraisal of such shares in accordance with Section 262 of the DGCL (any such shares being referred to as "***Dissenting Shares***" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under Section 262 of the DGCL with respect to such shares), will not be converted into or represent the right to receive cash in accordance with Section 1.5, but will be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the DGCL (and at the Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be cancelled and shall

cease to exist, and such holder shall cease to have any rights with respect thereto, except the rights set forth in Section 262 of the DGCL); *provided, however,* that if a holder of Dissenting Shares (a "***Dissenting Stockholder***") withdraws or loses such holder's demand for such payment and appraisal or becomes ineligible for such payment and appraisal then, as of the later of the Effective Time or the date on which such Dissenting Stockholder withdraws such demand or otherwise becomes ineligible for such payment and appraisal, such holder's Dissenting Shares will cease to be Dissenting Shares and will be converted into the right to receive a cash payment determined in accordance with and subject to the provisions of Section 1.5 (subject to Sections 1.13, 1.14 and 1.15) upon surrender of the certificate representing such shares in accordance with the terms of Section 1.12.

(b) The Company shall give Parent: (i) notice of: (A) any written demand received by the Company prior to the Effective Time to effect appraisal rights pursuant to Section 262 of the DGCL; and (B) any withdrawal of any such demand; and (ii) the opportunity to participate in and control (provided that such control is in compliance with applicable Law and does not give rise to any liability or obligation of the Company in the event the Closing is not consummated) all negotiations and proceedings with respect to any such demand under the DGCL. During the Pre-Closing Period, the Company shall not voluntarily make any payment with respect to any such demands or offer to settle or settle any such demands and shall not use an estimate of fair value in an amount greater than the Applicable Per Share Closing Merger Consideration in any offer of payment, in each case, without Parent's prior written consent.

1.16 Securityholders' Representative.

(a) In order to efficiently administer certain matters contemplated hereby following the Closing, including any actions that the Securityholders' Representative may, in its sole discretion, determine to be necessary, desirable or appropriate in connection with the matters set forth in Sections 1.12, 1.13 and 1.14, the Participating Securityholders, by the adoption of this Agreement, acceptance of consideration under this Agreement and/or the completion and execution of the Letters of Transmittal (or other agreement or documentation that may be required with respect to holders of Company Vested Options) shall be deemed to have designated Shareholder Representative Services LLC as the representative of the Participating Securityholders (the "***Securityholders' Representative***").

(b) In the event the Securityholders' Representative dies, becomes unable to perform his, her or its responsibilities hereunder or resigns from such position, the Participating Securityholders who hold at least a majority in interest of the Pro Rata Fractions 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 the Securityholders' Representative for all purposes of this Agreement and the documents delivered pursuant hereto.

(c) By their adoption of this Agreement, acceptance of consideration under this Agreement and/or the delivery of the Letter of Transmittal contemplated by Section 1.12, the Participating Securityholders shall be deemed to have agreed, in addition to the foregoing, that:

(i) the Securityholders' Representative shall be appointed and constitute the true and lawful attorney-in-fact of each Participating Securityholder, 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 and in general to do all things and to perform all acts including executing and delivering any agreements, certificates, receipts, instructions, notices or instruments contemplated by or deemed advisable in connection with this Agreement. The Securityholders' Representative hereby accepts such appointment;

(ii) the Securityholders' Representative shall have full authority to (A) execute, deliver, acknowledge, certify and file on behalf of the Participating Securityholders (in the name of any or all of the Participating Securityholders or otherwise) any and all documents that the Securityholders' Representative may, in its sole discretion, determine to be necessary, desirable or appropriate, in such forms and containing such provisions as the Securityholders' Representative may, in its sole discretion, determine to be appropriate, (B) give and receive notices and other communications relating to this Agreement and the transactions contemplated hereby and thereby (except to the extent that this Agreement contemplates that such notice or communication shall be given or received by the Participating Securityholder individually), (C) take or refrain from taking any actions (whether by negotiation, settlement, litigation or otherwise) to resolve or settle all matters and disputes arising out of or related to this Agreement and the transactions contemplated hereby and thereby and (D) engage attorneys, accountants, financial and other advisors, paying agents and other persons necessary or appropriate in the judgment of the Securityholders' Representative for the accomplishment of the foregoing;

(iii) Parent shall be entitled to rely conclusively on the instructions and decisions given or made by the Securityholders' Representative as to any of the matters described in this Section 1.16, 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;

(iv) all actions, decisions and instructions of the Securityholders' Representative shall be conclusive and binding upon each of the Participating Securityholders, and no Participating Securityholders shall have any cause of action against the Securityholders' Representative for any action taken, decision made or instruction given by the Securityholders' Representative in connection with this Agreement or the agreements ancillary hereto, except for fraud or willful misconduct on the part of the Securityholders' Representative;

(v) the provisions of this Section 1.16 are independent and severable, are irrevocable and coupled with an interest, and shall be enforceable notwithstanding any rights or remedies that any Participating Securityholder may have in connection with the transactions contemplated by this Agreement;

(vi) the provisions of this Section 1.16 shall be binding upon the executors, heirs, legal representatives successors and assigns of each Participating Securityholders, and any references in this Agreement to a Participating Securityholder or the Participating Securityholders shall mean and include the successors to the Participating Securityholders' rights hereunder, whether pursuant to testamentary disposition, the laws of descent and distribution or otherwise.

(d) At the Closing, Parent shall cause to be deposited, in an account designated by the Securityholders' Representative, $150,000 (the "***Securityholders' Representative Reserve***") from the Total Merger Consideration. For Tax purposes, Parent shall be deemed to have paid at Closing each Participating Securityholder its, his or her share of the Securityholders' Representative Reserve and then each Participating Securityholder shall be deemed to have voluntarily contributed such amount to the Securityholders' Representative Reserve held by the Securityholders' Representative (and, for the avoidance of doubt, the amount of the Securityholders' Representative Reserve that is returned to the Participating Securityholders shall not again be subject to information reporting or Tax withholding). The Participating Securityholders will not receive any interest or earnings on the Securityholders' Representative Reserve and irrevocably transfer and assign to the Securityholders' Representative any ownership right that they may otherwise have had in any such interest or earnings. The Securityholders' Representative will not be liable for any loss of principal of the Securityholders' Representative Reserve other than as a result of its fraud or willful misconduct. The Securityholders' Representative will hold these funds separate from its corporate funds, will not use these funds for its operating expenses or any other corporate purposes and will not voluntarily make these funds available to its creditors in the event of bankruptcy. The Securityholders' Representative Reserve may be applied as the Securityholders' Representative, in its sole discretion, determines to be appropriate to defray, offset, or pay any charges, fees, costs, liabilities or expenses that the Securityholders' Representative incurred in connection with the transactions contemplated by this Agreement, including in connection with the matters contemplated by Section 1.13 (the "***Securityholders' Representative Expenses***"). The balance of the Securityholders' Representative Reserve held pursuant to this Section 1.16(d), if any shall, at the sole discretion of the Securityholders' Representative and at such time to be determined in the sole discretion of the Securityholders' Representative, be deposited with the Payment Agent (for payments in respect of Company Common Stock or Non-Employee Options) or the Surviving Corporation (for payments in respect of Employee Options) and distributed to the Participating Securityholders according to each such Participating Securityholder's share of such amount; *provided, however*, consistent with Section 5.6(c)(i), no Tax withholding or information reporting shall be required in connection with the subsequent distribution of any portion of the Securityholders' Representative Reserve to the Participating Securityholders. Prior to any such distribution of the Securityholders' Representative Reserve, the Securityholders' Representative shall deliver to Parent and the Payment Agent an updated Closing Payment Schedule (which need not be certified by an officer of the Company) setting forth the portion of the Securityholders' Representative Reserve payable to each Participating Securityholder.

(e) As between the Participating Securityholders and the Securityholders' Representative, the Securityholders' Representative shall not be liable for any act done or omitted in connection with this Agreement or the agreements ancillary hereto 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 Participating Securityholders shall indemnify, defend and hold harmless the Securityholders' Representative from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (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 Securityholders' Representative's execution and performance of this

Agreement and any agreements ancillary hereto, 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 fraud or willful misconduct of the Securityholders' Representative, the Securityholders' Representative will reimburse the Participating Securityholders the amount of such indemnified Representative Loss to the extent attributable to such fraud or willful misconduct. If not paid directly to the Securityholders' Representative by the Participating Securityholders, any such Representative Losses may be recovered by the Securityholders' Representative from (i) the funds in the Securityholders' Representative Reserve and (ii) the amounts in the Escrow Fund at such time as remaining amounts would otherwise be distributable to the Participating Securityholders; provided, that while this section allows the Securityholders' Representative to be paid from the aforementioned sources of funds, this does not relieve the Participating Securityholders from their obligation to promptly pay such Representative Losses as they are suffered or incurred, nor does it prevent the Securityholders' Representative from seeking any remedies available to it at law or otherwise. In no event will the Securityholders' Representative be required to advance its own funds on behalf of the Participating Securityholders or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of the Participating Securityholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Securityholders' Representative under this section. The foregoing indemnities will survive the Closing, the resignation or removal of the Securityholders' Representative or the termination of this Agreement.

1.17 Contributed Shares. Each Rollover Holder will receive as consideration in respect of his or her Contributed Shares (x) the form of consideration set forth in his or her Rollover Agreement, the value of which shall equal the Rollover Share Consideration (in respect of each Contributed Share), *plus* (y) the Pro Rata Fraction of (i) the Escrow Fund distributed to the Participating Securityholders (when and as distributed) plus (ii) the Adjustment Amount, if any, due to the Participating Securityholders pursuant to Section 1.13 and (iii) the Securityholders' Representative Reserve distributed to the Participating Securityholders (if, when and as distributed) that are, in each case, allocable to such Rollover Holder in respect of his or her Contributed Shares.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Merger Sub, except as set forth in the Disclosure Schedule, as follows:

2.1 Authority; Binding Nature of Agreement. The Company has all necessary corporate power and authority to enter into and to perform its obligations under this Agreement. As of the date of this Agreement, the Board of Directors of the Company (at a meeting duly called and held) has (a) determined that the Merger is advisable and fair and in the best interests of the Company and its stockholders, (b) authorized and approved the execution, delivery and performance of this Agreement by the Company and approved the Merger, and (c) recommended the adoption of this Agreement by the Company Stockholders and directed that this Agreement be submitted for consideration by the Company Stockholders by written consent. Other than the Required Company Stockholder Vote, no additional action or approval by the Board of Directors

or Company Stockholders is necessary for the Company to consummate the Merger. This Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

2.2 Subsidiaries; Due Incorporation; Etc.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority to conduct its business in the manner in which its business is currently being conducted and to own lease or operate its properties and assets.

(b) The Company is qualified to do business as a foreign corporation, and is in good standing, under the laws of all jurisdictions where the character of its owned or leased properties or the nature of its business requires such qualification, except where the failure to be so qualified or in such good standing has not resulted in and would not reasonably be expected to result in a Company Material Adverse Effect.

(c) All of the issued and outstanding shares of capital stock or other equity securities of the Company's Subsidiaries are listed on Part 2.2(c) of the Disclosure Schedule and are directly or indirectly wholly-owned by the Company, free and clear of all Liens, other than Permitted Encumbrances. Each Subsidiary of the Company is validly existing and in good standing under the laws of its respective jurisdiction of formation, each of which is set forth on Part 2.2(c) of the Disclosure Schedule, and is qualified to do business as a foreign entity in each jurisdiction where the character of its owners or leased properties or the nature of its business requires such qualification, except where the failure to be so qualified has not resulted in and would not reasonably be expected to result in a Company Material Adverse Effect. Each of the Subsidiaries listed on Part 2.2(c) of the Disclosure Schedule has all requisite power and authority necessary to own and operate its assets and to carry on its businesses as presently conducted, except where the failure to have such power and authority would not reasonably be expected to result in a Company Material Adverse Effect.

2.3 Certificate of Incorporation and Bylaws. The Company has delivered or made available to Parent true and correct copies of the Company Charter, Company bylaws and the organizational documents for each of the Company's Subsidiary, in each case, including all amendments thereto, as in effect on the date hereof, which organizational documents are in full force and effect.

2.4 Capitalization, Etc.

(a) As of the date of this Agreement, the authorized capital of the Company consists of:

(i) 500,000 shares of Company Common Stock, of which 234,625.383 shares are issued and outstanding and 100,000 shares of preferred stock, par value $0.001 per share, of which zero shares are issued and outstanding. 28,145,593 shares of

Company Common Stock are reserved for issuance under the Option Plan, of which (A) 25,762.380 shares are subject to outstanding Company Options under the Option Plan, (B) 2,383.213 shares remain available for future grant under the Option Plan, and (C) 162.190 shares have been issued pursuant to the exercise of Company Options and are included in the number of outstanding shares of Company Common Stock set forth above.

(b) Except for the Company Option and those rights set forth in Part 2.4(b) of the Disclosure Schedule, (A) there are no other existing options, warrants, calls, rights (including conversion rights, preemptive rights, co-sale rights, rights of first refusal or other similar rights) or agreements to which the Company, or to the Company's Knowledge, any Company Stockholder or holder of Company Options, is a party requiring, and there are no securities of the Company outstanding which upon conversion or exchange would require, the issuance, sale or transfer of any additional shares of capital stock or other equity securities of the Company or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase shares of Company Common Stock or other equity securities of the Company, (B) there are no obligations, contingent or otherwise, of the Company to (1) repurchase, redeem or otherwise acquire any shares of Company Common Stock or (2) to make any material investment in (in the form of a loan, capital contribution or otherwise) any Person and (C) there are no outstanding stock appreciation, phantom stock, profit participation or similar rights with respect to the Company.

(c) Except for those rights set forth in Part 2.4(c) of the Disclosure Schedule, there are no bonds, debentures, notes or other Debt of the Company having the right to vote or consent (or, convertible into, or exchangeable for, securities having the right to vote or consent) on any matters on which the Company Stockholders may vote. Except as set forth in Part 2.4(c) of the Disclosure Schedule, there are no voting trusts, irrevocable proxies or other contracts or understandings to which the Company, or, to the Company's Knowledge, any Company Stockholder or any holder of Company Options is a party or is bound with respect to the voting or consent of any shares of Company Common Stock.

(d) All of the outstanding shares of Company Common Stock have been duly authorized and validly issued, and are fully paid and non-assessable and have been issued and granted in all material respects in compliance with all applicable securities Laws.

(e) Part 2.4(e) of the Disclosure Schedule sets forth, with respect to each Company Option that is outstanding as of the date of this Agreement: (i) the name of the holder of such Company Option; (ii) the total number of shares of Company Common Stock that are subject to such Company Option; (iii) the exercise price per share of Company Common Stock purchasable under such Company Option; (iv) the grant date of such Company Option; (v) the expiration date of such Company Option; and (vi) the vesting schedule (and performance criteria, if applicable) and whether such Company Option is a Vested Company Option or an Unvested Company Option.

2.5 Non-Contravention; Consents. Except as set forth in Part 2.5 of the Disclosure Schedule and, with respect to clauses (b) and (c) only, except for violations and defaults that would not have a Company Material Adverse Effect, the execution and delivery of this

Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement will not cause a: (a) violation of any of the provisions of the Company Charter or bylaws of the Company; (b) violation by any Acquired Corporation of any Law applicable to the Acquired Corporations; or (c) default (or an event that, with or without notice or lapse of time or both would constitute a default) on the part of any Acquired Corporation under, or give to others any rights of termination, acceleration or cancellation of, loss of a material benefit to any Acquired Corporation, or result in the creation of a Lien on any of the properties or assets of the Acquired Corporations (other than a Permitted Encumbrance) or a material liability of any Acquired Corporation pursuant to, any Material Contract. Except as set forth in Part 2.5 of the Disclosure Schedule and except as may be required by (x) the DGCL and (y) the HSR Act or any other antitrust Law or governmental regulation and (z) any Consent where the failure to obtain such Consent would not reasonably be expect to result in a material liability or loss of a material benefit of any Acquired Corporation, no Acquired Corporation is required to obtain any Consent from any Governmental Body at any time prior to the Closing in connection with the execution and delivery of this Agreement or the consummation by the Company of the Merger.

2.6 Financial Statements. The Company has delivered or otherwise made available to Parent or its counsel (a) the Company's and its Subsidiaries' audited consolidated balance sheet as of December 31, 2016, and (b) the Company's and its Subsidiaries' audited consolidated statement of operations and statement of cash flows for the year ended December 31, 2016 (together with balance sheet referenced in clause "(a)", the "***Audited Financial Statements***") and (c) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of September 30, 2017 (the "***Unaudited Balance Sheet***") and unaudited statement of operations for the nine months ended September 30, 2017 (the financial statements referred to in this clause "(c)", the "***Interim Financial Statements***" and all of the foregoing financial statements of the Company referred to in clauses "(a)" through "(c)" and any notes thereto are hereinafter collectively referred to as the "***Company Financial Statements***"). The Company Financial Statements were prepared in accordance with GAAP, and fairly present in all material respects the financial condition of the Company and its Subsidiaries at the dates therein indicated and the results of operations of the Company and its Subsidiaries for the periods therein specified in accordance with GAAP, except (i) as may be indicated in the footnotes to such financial statements and (ii) that the Interim Financial Statements do not contain footnotes, are subject to normal year-end adjustments, including review of detailed inventory for obsolescence and lower of cost/market reserves, assessment of tax and legal obligations (including those related to professional services contemplated under this transaction) under Accounting Standard Codification 450, Contingencies, and review of certain of the Company's reserves that are subject to estimates and assumptions, which if presented may differ materially from those presented in the audited Company Financial Statements.

2.7 Absence of Certain Changes. Except as expressly contemplated by this Agreement between December 31, 2016 and the date of this Agreement there has not been any event or series of related events that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Except as expressly contemplated by this Agreement, between the date of the Unaudited Balance Sheet and the date

of this Agreement, there has not been any event or action that would require the consent of Parent pursuant to Section 4.2 if such event or action occurred during the Pre-Closing Period.

2.8 Title to Assets. The Acquired Corporations have good and valid title to all assets owned by them as of the date of this Agreement, other than Intellectual Property which is governed exclusively by Section 2.11, including all assets (other than capitalized or operating leases) reflected on the Unaudited Balance Sheet (except for assets sold or otherwise disposed of since the date of the Unaudited Balance Sheet in the ordinary course of business). Except as set forth in Part 2.8 of the Disclosure Schedule, all of such assets are owned by the Acquired Corporations free and clear of any Liens (other than Permitted Encumbrances).

2.9 Equipment. All material items of equipment and other tangible assets owned by or leased to the Acquired Corporations are adequate for the uses to which they are being put and are in good condition and repair (ordinary wear and tear and ordinary maintenance excepted).

2.10 Real Property; Leasehold. The Acquired Corporations do not own any real property, and the Acquired Corporations do not own any interest in real property, except for the leaseholds created under the Leases identified in Part 2.10 of the Disclosure Schedule (the "***Leased Real Property***"). The Company has delivered or made available to Parent a true and complete copy of each Lease document. The Acquired Corporations are in material compliance with such Leases, and have a valid and subsisting leasehold interest in all Leased Real Property, in each case free and clear of all Liens, other than Permitted Encumbrances. The Acquired Corporations have not granted any other Person the right to occupy or use any Leased Real Property. There are no written or oral subleases, licenses, concessions, occupancy agreements or other contracts granting to any other Person the right of use or occupancy of any Leased Real Property. The Acquired Corporations have not received written notice of (a) default, or intention to terminate or not renew, any real property lease or (b) any eminent domain, condemnation or similar proceeding pending or threatened, against all or any portion of any Leased Real Property. To the Company's Knowledge, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute a breach or default, or permit the termination, increase or acceleration of rent under any Lease.

2.11 Intellectual Property.

(a) Part 2.11(a)(i) of the Disclosure Schedule identifies each item of Registered IP owned by the Acquired Corporations, including the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number. As of the date of this Agreement, each item of Registered IP that is listed or required to be listed on Part 2.11(a)(i), other than pending applications, is valid and subsisting, and to the Company's Knowledge, enforceable. As of the date of this Agreement, each item of Registered IP that is listed or required to be listed on Part 2.11(a)(i) is in material compliance with all Laws and all filings, payments, and other actions required to be made or taken to maintain such item of Registered IP.

(b) The Acquired Corporations own all right, title and interest in (free and clear of all Liens other (i) than Permitted Encumbrances and (ii) licenses granted by the Acquired Corporations (A) in the ordinary course of business or (B) pursuant to contracts listed

in Part 2.11(b) of the Disclosure Schedule) or otherwise possess an enforceable, written license to use all of the Intellectual Property necessary to enable or be used in the operation of its business as currently conducted.

(c) The Acquired Corporations' conduct of business has not infringed, diluted, misappropriated, or otherwise violated any Intellectual Property rights of others. As of the date of this Agreement, there is no pending or, to the Acquired Corporations' Knowledge, threatened suit or legal action against any Acquired Corporation in which such Acquired Corporation is alleged to have infringed the Intellectual Property rights of another Person, and the Company has not received any written notices, requests for indemnification or threats from any Person related to the foregoing, nor has the Company requested or received any opinions of counsel related to the same.

(d) To the Company's Knowledge, as of the date of this Agreement, no Person is currently infringing, diluting, misappropriating, or otherwise violating any Company Intellectual Property and the Company has not filed any claims related to the foregoing.

(e) Part 2.11(e) of the Disclosure Schedule identifies each contract pursuant to which any Intellectual Property is licensed, sold, assigned, or otherwise conveyed or provided to the Company (other than (i) agreements between the Company and its employees and consultants, (ii) non-disclosure agreements entered into in the ordinary course of business, and (iii) non-exclusive licenses to commercially available third-party software with a total replacement cost of less than $200,000 or open source software) ("***Inbound Licenses***").

(f) Part 2.11(f) of the Disclosure Schedule identifies each contract pursuant to which any Company Intellectual Property is licensed, sold, assigned, or otherwise conveyed or provided by the Company (other than (i) non-disclosure agreements entered into in the ordinary course of business, and (ii) non-exclusive licenses to customers (including managed service providers) or end-users entered into in the ordinary course of business) ("***Outbound Licenses***").

(g) The Acquired Corporations have taken commercially reasonable security measures, including measures against unauthorized disclosure, to protect the secrecy, confidentiality, and value of its trade secrets and other technical information, including by implementing industry standard procedures designed to prevent unauthorized access and the introduction of any virus, worm, Trojan horse or similar disabling code or program ("***Malicious Code***"), and the taking and storing on-site and off-site of back-up copies of critical Business Product Data. The Company has not disclosed any confidential Company Intellectual Property (including the source code to any Business Products) to any Person other than pursuant to a written confidentiality agreement pursuant to which such Person agrees to protect such confidential information or other confidentiality obligations. There are, and for the past three years have been, no defects, technical concerns or problems (collectively, "***Technical Deficiencies***") in any of the Business Products that would prevent the same from performing substantially in accordance with their user specification or functionality descriptions. The Business Products operate substantially in accordance with their documentation. To the Company's Knowledge, there is no Malicious Code in any of the Business Products or Business Systems that would have a Company Material Adverse Effect, and the Company has not, in the

past three (3) years, received any written complaints from any customers related to any Malicious Code or material Technical Deficiencies.

(h) The Company does not use and has not used any Open Source Software or any modification or derivative thereof: (i) in a manner that would grant or purport to grant to any Person any rights to or immunities under any of the Business Products (excluding the Open Source Software itself), or (ii) under any license requiring the Company to disclose, distribute or reverse-engineer the source code to any of the Business Products (excluding the Open Source Software itself), to license or provide the source code to any of the Business Products (excluding the Open Source Software itself) for the purpose of making derivative works, or as to make available for redistribution to any Person the source code to any of the Business Products (excluding the Open Source Software itself) at no or minimal charge.

(i) The Company owns, leases, licenses, or otherwise has, pursuant to a written agreement, the legal right to use all Business Systems and such Business Systems are sufficient for the immediate needs of the Company's business. The Company maintains commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities, and such plans and procedures have been proven effective upon testing in all material respects, and to the Company's Knowledge in the last 12 months, there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all material respects. The Company is in compliance in all material respects with its obligations under any agreement pursuant to which the Company has obtained the right to use any software.

(j) All current and former employees, contractors, and consultants of the Acquired Corporations who have made contributions to the creation or the development of material Company Intellectual Property have executed agreements regarding the assignment to the Company of all inventions and Intellectual Property rights (an "***IP Agreement***"). To the Company's Knowledge, no employee, contractor, or consultant of the Acquired Corporations that is a party to any such IP Agreement is in material violation of any IP Agreement.

2.12 Material Contracts.

(a) Part 2.12(a) of the Disclosure Schedule lists each contract (other than purchase orders) in effect as of the date of this Agreement and to which any Acquired Corporation is a party or by which any of its properties or assets are otherwise bound that meets the following criteria (the contracts required to be set forth on Part 2.12(a) of the Disclosure Schedule, together with the Inbound Licenses and the Outbound Licenses, the "***Material Contracts***"):

(i) any contract (or group of related contracts) that requires, pursuant to its terms, future payments by or to the Acquired Corporations in excess of $250,000 in any calendar year, including any contract (or group of related contracts) for the purchase or sale of real property, raw materials, goods, commodities, utilities, equipment, supplies, products or other personal property, or for the provision or receipt of services, in each case to the extent the contract is not terminable without penalty to the Acquired Corporations on 90 days' or shorter notice, *provided, however*, that penalty shall not include requirements to pay costs and expenses

in connection with the termination of such agreements consisting of reimbursement of expenses incurred and reasonable wind-down costs;

(ii) any contract relating to the acquisition or disposition by the Acquired Corporations of any operating business, stock or a material amount of assets of any other Person under which the Acquired Corporations have any executory covenants or indemnification obligations or rights (including put or call options);

(iii) (A) any guaranty, surety or performance bond or letter of credit issued or posted, as applicable, by the Acquired Corporations; (B) any contract evidencing Debt of the Acquired Corporations or providing for the creation of or granting any Lien upon any of the property or assets of the Acquired Corporations (excluding Permitted Encumbrances); (C) any contract (1) relating to any loan or advance by the Company to any Person which is outstanding as of the date of the Agreement (other than immaterial advances to employees and consultants in the ordinary course of business consistent with past practices) or (2) obligating or committing the Company to make any such loans or advances; and (D) any currency, commodity or other hedging or swap contract;

(iv) (A) any contract creating or purporting to create any partnership or joint venture or any sharing of profits or losses by the Acquired Corporations with any third party; or (B) any contract that provides for "earn-outs" or similar material contingent payments by or to the Acquired Corporations;

(v) any contract under which any Governmental Body has any rights;

(vi) except for nondisclosure agreements entered into in the ordinary course of business or in connection with this Agreement or the transactions contemplated hereby (A) any contract limiting the right of any Acquired Corporation to engage in any activity or line of business or to compete with, solicit or hire any Person; (B) any contract in which the Acquired Corporations have granted "exclusivity" with respect to a particular territory or a particular product, service or customer relationship of the Acquired Corporations or that requires the Acquired Corporations to deal exclusively with, or grant exclusive rights or rights of first refusal to, any customer, vendor, supplier, distributor or contractor; (C) any contract that includes minimum purchase conditions or other requirements, in either case that exceed $250,000 in any calendar year; or (D) any contract containing a "most-favored-nation", "best pricing" or other similar term or provision by which another party to such contract or any other Person is, or would become, entitled to any benefit, right or privilege which, under the terms of such contract, must be at least as favorable to such party as those offered to another Person;

(vii) any contract involving commitments to make capital expenditures or to contract, purchase or sell assets involving $250,000 or more individually;

(viii) any contract relating to the provision of co-location, hosting and related services to the Company;

(ix) any contract containing an agreement by the Company to provide any Person with access to the source code for any Business Product, or any Contract between the

Company and an escrow agent to provide for the source code for any Business Product to be put in escrow;

(x) a Contract that is a settlement, conciliation or similar agreement with any Governmental Body or other Person that (i) involves the payment of monetary damages in excess of $50,000 at or after the Effective Time, (ii) includes the imposition of equitable relief on, or the admission of wrongdoing by, any Acquired Corporation, or (iii) contains non-monetary obligations or limitations on any Acquired Corporation;

(xi) with respect to current employees and consultants, any outstanding contract for the employment of, or the provision of consulting services by, any individual on a full time, part-time, consulting or other basis (A) providing annual base compensation in excess of $250,000 or (B) not terminable upon less than 90 days' notice and without any material liability to the Acquired Corporations;

(xii) any contract with any current or former (to the extent of any ongoing liability) employee, officer, director or independent contractor of the Acquired Corporations, in each case, to the extent such contract requires (or could require) any of the Acquired Corporations to provide such person, on or after the date hereof, with severance or termination pay, or retention payments, which would fall within clauses (ii) through (iv) of the definition of "Closing Date Transaction Expenses";

(xiii) any collective bargaining agreement or other contract with any labor organization;

(xiv) any contract with a Top Customer or Top Supplier; and

(xv) any other contract not otherwise listed or required to be listed in Part 2.12(a) of the Disclosure Schedule that, if terminated would reasonably be expected to have a Company Material Adverse Effect.

(b) With respect to each Material Contract: (i) such Material Contract is, to the Company's Knowledge, with respect to each party thereto other than the Acquired Corporations, valid, binding and enforceable against such party in accordance with its terms, subject to (A) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (B) rules of Law governing specific performance, injunctive relief and other equitable remedies; and (ii) the Acquired Corporations are not in material breach or material default of such Material Contract or, with the giving of notice or the giving of notice and passage of time without a cure would be, in material breach or material default of such Material Contract, and to the Company's Knowledge, no other party to such Material Contract is in material breach or material default of such Material Contract. The Company has delivered or otherwise made available to Parent or its counsel a true and complete copy of each such Material Contract.

2.13 Liabilities. As of the date of this Agreement, the Acquired Corporations have no liabilities required to be reflected in the Unaudited Balance Sheet under GAAP other than: (a) those set forth, provided for or reserved against in the Unaudited Balance Sheet; (b) those incurred in the ordinary course of business since the date of the Unaudited Balance Sheet;

(c) those incurred pursuant to or in connection with the execution, delivery or performance of this Agreement or the transactions contemplated hereby; (d) liabilities that have arisen from any matters specifically disclosed on the Disclosure Schedule; or (e) for Taxes.

2.14 Compliance with Laws. The Acquired Corporations are in material compliance with, and during the past three years have been in material compliance with, applicable Laws, including (i) all applicable Laws regarding the collection, use, transfer and disclosure of personally identifiable and other confidential information, including client and end-user information, and is not subject to any pending or threatened claim that alleges a breach of any of the foregoing or inquiry by any Governmental Body regarding the foregoing and (ii) any escheat, abandoned property or other similar Laws. During the past three years none of the Acquired Corporations has received any written notices of any violation with respect to such Laws, except for violations that are immaterial, have been cured or are no longer being asserted or which would not be expected to have a Company Material Adverse Effect. The Company is in material compliance with all Data Security Requirements and, to the Company's Knowledge, there have not been any actual or alleged incidents of data security breaches, unauthorized access or use of any of the Business Systems or Business Product Data, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Business Product Data, or other notices received relating to Data Security Requirements.

2.15 Anti-Corruption and Trade Control Compliance.

(a) During the past five years, each of the Acquired Corporations, and the Acquired Corporations' officers, directors, employees, and to the Company's Knowledge, any agents or other third party representatives while acting on behalf of any Acquired Corporation, has not, directly or indirectly, (a) taken any action which would cause any Acquired Corporation to be in violation of any applicable Anti-Corruption Law; (b) used any corporate funds for unlawful contributions, gifts, entertainment, or other unlawful expenses; (c) given, offered, authorized, or received any unlawful payment to or from a Government Official or other Person; or (d) made, offered, or authorized any bribe, rebate, payoff, influence payment, kickback, or other similar unlawful payment.

(b) Neither the Acquired Corporations, nor any of the Acquired Corporations' respective officers, directors, employees, nor to the Company's Knowledge, any agents or other third party representatives acting on behalf of the Company, is currently, or has been in the last five years: (i) a Sanctioned Person, (ii) organized, resident or located in a Sanctioned Country, (iii) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws, (iv) engaging in any export, reexport, transfer or provision of any goods, software, technology, data or service without, or exceeding the scope of, any required or applicable licenses or authorizations under all applicable Ex-Im Laws, or (v) otherwise in violation of applicable Sanctions Laws, Ex-Im Laws, or the anti-boycott Laws administered by the U.S. Department of Commerce and the U.S. Department of Treasury's Internal Revenue Service (collectively, "***Trade Control Laws***").

(c) During the five years prior to the date hereof, none of the Acquired Corporations has, in connection with or relating to the business of the Acquired Corporations, received from any Governmental Body or any other Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Body; or conducted any internal investigation or audit concerning any actual or potential violation or wrongdoing related to Trade Control Laws or Anti-Corruption Laws.

2.16 Tax Matters.

(a) Each of the Acquired Corporations has filed all income and other material Tax Returns that it was required to file under applicable Laws. All such Tax Returns were correct and complete in all material respects. All material Taxes due and owing by the Acquired Corporations (whether or not shown on any Tax Return) have been paid. There are no Liens for Taxes (other than Permitted Encumbrances) upon any of the assets of the Acquired Corporations. The accrual for Taxes on the Unaudited Balance Sheet, as adjusted for the passage of time through the Closing Date in accordance with past practice, would be adequate to pay all unpaid Taxes of the Acquired Corporations through the Closing Date.

(b) No Acquired Corporation has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which waiver or agreement is still in effect. No audit or other examination of any Tax Return of any Acquired Corporation is presently in progress, nor has any Acquired Corporation been notified in writing of any request for such an audit or other examination. There is no unresolved Tax deficiency outstanding, assessed or proposed against any of the Acquired Corporations. The Acquired Corporations have never received a written claim from any Governmental Body in a jurisdiction in which the Acquired Corporations do not file Tax Returns that the Acquired Corporations are or may be subject to taxation by that jurisdiction.

(c) The Acquired Corporations have withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(d) The Company has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(e) No Acquired Corporation has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code in the two years prior to the date of this Agreement. The Acquired Corporations have not consummated or participated in, nor is any Acquired Corporation currently participating in, any transaction which was or is a "listed transaction" as defined in Section 6707A(c)(2) of the Code or the treasury regulations promulgated thereunder.

(f) The Acquired Corporations will not be required to include an item of income in, or exclude an item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing as a result of any: (i) change in method of accounting for a Tax period ending prior to the Closing; (ii) "closing agreement" as described in Section 7121 of the

Code (or any comparable or similar provisions of applicable Law) executed prior to the Closing; (iii) election pursuant to Section 108(i) of the Code; (iv) installment sale or open transaction disposition made prior to the Closing; or (v) prepaid amount received prior to the Closing.

(g) The Company has delivered or made available to Parent complete and accurate copies of all U.S. federal income Tax Returns of the Company for taxable years ending on or after December 31, 2012, and complete and accurate copies of all audit or examination reports and statements of deficiencies assessed against the Company.

(h) The Acquired Corporations are not a party to any agreement with any third party relating to allocating or sharing the payment of, or liability for, Taxes (other than this Agreement and any contract, such as a loan or a lease, entered into in the ordinary course of business the primary purpose of which is unrelated to Taxes).

(i) None of the Acquired Corporations has been a member of an affiliated group filing a U.S. federal income Tax Return (other than a group the common parent of which was the Company). The Acquired Corporations do not have any liability for the Taxes of any other Person (other than the Company or any of its Subsidiaries) (i) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or foreign Law); (ii) as a transferee or successor; or (iii) otherwise by operation of law.

(j) This Section 2.16 and Section 2.17 (to the extent it relates to Taxes) contain the sole and exclusive representations and warranties of the Company with respect to Taxes relating to the Acquired Corporations and any claim for breach of representation with respect to Taxes shall be based on the representations made in this Section 2.16 or Section 2.17 and shall not be based on the representations set forth in any other provision of this Agreement. No representation or warranty contained in this Section 2.16 (other than Section 2.16(f)) shall be deemed to apply directly or indirectly to any taxable period (or portion thereof) ending after the Closing Date. Notwithstanding anything to the contrary in this Section 2.16, the Company makes no representation as to the amount of, or limitations on, any net operating losses, Tax credits, Tax basis or other Tax attributes that any Acquired Corporation may have.

2.17 Employee Benefit Plans and Employee Matters.

(a) Part 2.17(a) of the Disclosure Schedule sets forth a true and complete list of all Company Plans. With respect to each Company Plan, the Company has made available to Parent, to the extent applicable, true and complete copies of (i) the current plan document (with any amendments thereto) and any related trust agreement, insurance contract or other funding arrangement, (ii) the most recent summary plan description (with any summaries of material modifications), (iii) the most recent financial statements, actuarial valuation report, and annual report (Form 5500 series with all attachments and schedules), and (iv) the most recent IRS determination, advisory or opinion letter.

(b) In all material respects, each Company Plan has been established, administered, operated, funded and maintained, in form and operation, in accordance with its terms and in compliance with all applicable Laws, including but not limited to ERISA or the Code. There are no actions, suits, litigation, disputes, proceedings or claims pending, or, to the

Company's Knowledge, threatened in writing (other than routine claims for benefits) against any Company Plan or against the assets of any Company Plan. There are no audits, investigations, inquiries or proceedings pending or, to the Company's Knowledge, threatened in writing by any Governmental Body with respect to any Company Plan. Each Company Plan that is intended to be qualified under Section 401(a) of the Code and has received or is entitled to rely upon a determination, advisory or opinion letter from the IRS, and no facts or circumstances exist that would reasonably be expected to adversely affect the qualification of such Company Plan or the exempt status of any related trust. With respect to each Company Plan, all required contributions, reimbursements, premiums, payments and accruals have been made in accordance with the terms of such Company Plans and applicable Law, or to the extent not yet due, accrued in accordance with GAAP.

(c) Except as set forth in Part 2.17(c) of the Disclosure Schedule, no payment or benefit which has, will or would reasonably be expected to be made or provided with respect to any "disqualified individual" (as defined in Section 280G of the Code and the regulations thereunder) is or will be characterized as a parachute payment within the meaning of Section 280G(b)(2) of the Code. Except as set forth in Part 2.17(c) of the Disclosure Schedule, neither execution and delivery of this Agreement nor the consummation of the Merger (either alone or in combination with any other event) will, directly or indirectly, (i) result in the payment of any benefits or compensation to any current or former employee, officer, director, worker or individual service provider of any Acquired Corporation under any Company Plan or otherwise, (ii) increase the benefits or compensation payable under any Company Plan or otherwise, (iii) result in any acceleration of the time of payment, funding or vesting of, or the forfeiture of, any compensation or benefits under any Company Plan or otherwise, or (iv) result in an obligation to fund or otherwise set aside assets to secure to any extent any of the obligations under any Company Plan.

(d) Each Company Plan that constitutes a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) has been operated and maintained, in form and operation, in accordance in all material respects with Section 409A of the Code and applicable guidance of the Department of Treasury and Internal Revenue Service; no amount under any such Company Plan is or has been subject to the interest and additional tax set forth under Section 409A(a)(1)(B) of the Code; and none of the Acquired Corporations has any obligation to gross-up, indemnify or otherwise reimburse any individual with respect to any Tax under Sections 409A or 4999 of the Code.

(e) No Company Plan is, and none of the Acquired Corporations have sponsored, maintained, contributed to, been required to contribute to or had any current or contingent obligations or liability under or with respect to: (i) any employee benefit plan that is or was subject to Title IV of ERISA or Section 412 of the Code or any "defined benefit plan" within the meaning of Section 3(35) of ERISA, whether or not subject to ERISA or (ii) any "multiemployer plan" within the meaning of Section 3(37) of ERISA, including by reason of at any relevant time being considered a single employer under Section 414 of the Code with any other Person.

(f) Except as set forth on Part 2.17(f) of the Disclosure Schedule, no Company Plan provides, reflects or represents, and none of the Acquired Corporations has any liability or obligation to provide post-employment payments (whether of severance pay, change of control or otherwise), equity acceleration, forgiveness of indebtedness, vesting, retiree welfare insurance or other welfare-type benefits, increase in benefits or obligation to fund benefits, with respect to any current or former employee, director, officer, worker or individual service provider of any of the Acquired Corporations, except as may be required by Section 4980B of the code or other applicable state Law for which the recipient pays for the full cost of coverage.

(g) Each of the Acquired Corporations is and for the past three years has been in compliance in all material respects with all applicable labor or employment related Laws, and with any labor or employment related order, ruling, decree, judgment or arbitration award of any arbitrator or any court or other Governmental Body, respecting employment, employment practices, terms and conditions of employment, wages, hours, independent contractors, discrimination, worker classification (including the proper classification of workers as independent contractors and consultants), wages and hours, labor relations, unions, unfair labor practices, leave of absence requirements, occupational health and safety, harassment, retaliation, immigration, wrongful discharge of employees or former employees or workers or other labor-related matters. None of the Acquired Corporations has any liability for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Body with respect to unemployment compensation benefits, social security or other benefits or obligations for any employee or worker (other than routine payments to be made in the normal course of business and consistent with past practice). None of the Acquired Corporations has effectuated a "mass layoff," "plant closing," partial "plant closing," "relocation" or "termination" (each as defined in the Worker Adjustment and Retraining Notification Act or any similar Law) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Acquired Corporations, nor are any such actions currently contemplated, planned, or announced. Part 2.17(g) of the Disclosure Schedule sets forth by date and location all employees terminated by any of the Acquired Corporations within the 90 days preceding the Closing.

(h) None of the Acquired Corporations are a party to or otherwise bound by any collective bargaining agreement, collective bargaining relationship, labor contract or other agreement or understanding with a labor union or labor organization, or works council or similar body, nor is any such contract or agreement presently being negotiated, nor, to the Company's Knowledge, is there or in the past three years has there been any union organizing activities with respect to any of the employees or workers of the Acquired Corporations. There is and in the past three years has been no pending or, to the Company's Knowledge, threatened, labor strike, dispute, walkout, work stoppage, picket slow-down or lockout involving or affecting any employees or workers of the Acquired Corporations. There is and in the past three years has been no Legal Proceedings pending, or, to the Company's Knowledge, threatened, relating to any Company Plan collective bargaining obligation or agreement, wages and hours, leave of absence, plant closing notification, employment statute or regulation, privacy right, labor dispute, workers' compensation policy, safety, retaliation, harassment, immigration or discrimination matter involving any employee or worker, including charges of unfair labor practices, discrimination, retaliation or harassment complaints. All individuals who are providing or within

the past three years have provided services to any of the Acquired Corporations and who are or were classified and treated as independent contractors or other non-employee service providers are and for the past three years have been properly classified and treated as such. Except as would not result in any material liability for any Acquired Corporation, each Acquired Corporation has paid all wages, salaries, bonuses, commissions, wage premiums, fees, expense reimbursement, severance, and other compensation that have come due and payable to its employees, workers, consultants, independent contractors, and other individual service providers pursuant to any Law, contract, or policy of any Acquired Corporation.

2.18 Environmental Matters. The Acquired Corporations are, and during the past five years have been, in material compliance with all applicable Environmental Laws. The Acquired Corporations have not received any written notices, orders, directives, reports, demand letters or other information from any Person or Governmental Body indicating that the Acquired Corporations are or may be in violation of, or be liable under, any Environmental Law, and the Acquired Corporations are not subject to any pending or, to Company's Knowledge, threatened Legal Proceeding by any Person or Governmental Body under any Environmental Law. To the Company's Knowledge, no current or prior owner of any property or facility operated, leased or controlled by the Acquired Corporations has received any written notice from any Person or Governmental Body that alleges that such current or prior owner or any of the Acquired Corporations is materially violating or is materially liable under any Environmental Law. The Acquired Corporations are, and during the past five years have been, in compliance in all material respects with, and have no material liability under, any provisions of leases relating in any way to any Environmental Laws or to the use, storage, management or release of Hazardous Substances under such leases. All Environmental Permits, if any, required to be obtained by the Acquired Corporations under any Environmental Law in connection with their operations and the occupation of their facilities or properties, including those relating to the use, storage, disposal or management of Hazardous Substances, have been obtained by the Acquired Corporations, are in full force and effect, and the Acquired Corporations are, and during the past five years have been, in material compliance with the terms thereof. The Acquired Corporations (and other Persons to the extent giving rise to liability for the Acquired Corporations) have not manufactured, treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released, or exposed any Person to, or owned or operated any property or facility contaminated by, any Hazardous Substances, in each case that would give rise to any material liability (contingent or otherwise) under Environmental Laws. The Acquired Corporations have delivered or otherwise made available to Parent or its counsel copies of any environmental report, investigation, study, test, audit, review or other material documents or analysis in its possession or reasonable control in relation to the current or prior business, properties or facilities of the Acquired Corporations.

2.19 Insurance. The Acquired Corporations have the insurance of the types and in the amounts set forth in Part 2.19 of the Disclosure Schedule (the "***Insurance Policies***"). The Insurance Policies are in full force and effect and all premiums due and payable under such Insurance Policies have been paid on a timely basis. As of the date of this Agreement, there is no material claim pending under any of the Acquired Corporations' Insurance Policies as to which coverage has been denied or disputed by the underwriters of such policies. The Acquired Corporations are in compliance in all material respects with the terms of such policies. The

Acquired Corporations have no Knowledge as of the date of this Agreement of any threatened termination of, or material premium increase with respect to, any of such policies.

2.20 Legal Proceedings; Orders. There is and for the past three years has been no pending Legal Proceeding, and no Person has threatened in writing to commence any Legal Proceeding: (a) that involves the Acquired Corporations or any of the assets owned or used by the Acquired Corporations or any Person whose liability the Acquired Corporations have retained or assumed, either contractually or by operation of applicable law; or (b) against any of the Acquired Corporations that challenges, or that would have the effect of preventing, delaying or making illegal, the Merger or any of the other transactions contemplated by this Agreement. As of the date of this Agreement, there is no order, writ, injunction, judgment or decree to which the Acquired Corporations or any of the material assets owned or used by the Acquired Corporations is subject. To the Company's Knowledge, no current officer or other Person employed or engaged by any Acquired Corporation is subject to any order, writ, injunction, judgment or decree that prohibits such officer or other Person from engaging in or continuing any conduct, activity or practice relating to the Acquired Corporations' business.

2.21 Vote Required. The approval of the Company Stockholders necessary for the adoption of this Agreement and approval of the Merger (the "***Required Company Stockholder Vote***") is set forth in Part 2.21 of the Disclosure Schedule.

2.22 Financial Advisor. Except as set forth in Part 2.22 of the Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage or finder's fee in connection with the Merger or any of the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Acquired Corporations for which Parent or the Surviving Corporation would be liable following the Effective Time.

2.23 Related Party Transactions. Except as set forth in Part 2.23 of the Disclosure Schedule, there are no contracts between any of the Acquired Corporations and its officers, directors, stockholders or employees of the Acquired Corporations (or to the Company's Knowledge, their respective Affiliates or relatives) other than (a) for payment of salaries and bonuses for services rendered, (b) reimbursement of customary and reasonable expenses incurred on behalf of the Acquired Corporations, (c) benefits due under Company Plans and fringe benefits not required to be listed on Part 2.17(a) of the Disclosure Schedule, (d) agreements relating to outstanding Company Options and (e) indemnification obligations owed to current and former directors and officers of the Company under the Company's current Certificate of Incorporation. To the Company's Knowledge, no officer, director of the Company or any Company Stockholder is directly interested in any Material Contract.

2.24 Customers and Suppliers.

(a) Part 2.24(a) of the Disclosure Schedule sets forth a true and complete list of the twenty (20) largest customers of the Company and its Subsidiaries (the "Top Customers"), by dollar volume of sales for each of the fiscal year ended December 31, 2016 and the six-month period ended June 30, 2017 as measured by the dollar amounts of sales thereto and showing the approximate total sales by the Company and its Subsidiaries to such customer. Except as set forth on Part 2.24(a) of the Disclosure Schedule, since December 31, 2016, (i) no Top Customer

has cancelled or otherwise terminated any contract with the Company or any of its Subsidiaries prior to the expiration of the contract term and (ii) neither the Company nor any of its Subsidiaries has received any notice of dispute with any Top Customer or any written indication from any Top Customer to the effect that such Top Customer intends to cancel or otherwise materially reduce, restrict, suspend or otherwise adversely alter its purchase of products from the Company or any of its Subsidiaries.

(b) Part 2.24(b) of the Disclosure Schedule sets forth a true and complete list of the twenty (20) largest suppliers (excluding any utilities) of the Company and its Subsidiaries (the "Top Suppliers"), by dollar value of purchases for each of the fiscal year ended December 31, 2016 and the six-month period ended June 30, 2017 as measured by the dollar amounts of purchases therefrom and showing the approximate total purchases by the Company and its Subsidiaries from such supplier. Except as set forth on Part 2.24(b) of the Disclosure Schedule, since December 31, 2016, no Top Supplier has terminated its relationship with the Company or any of its Subsidiaries or otherwise materially altered (including any change in the credit, supply, payment or pricing terms) such relationship. Since December 31, 2016, except as set forth on Part 2.24(b) of the Disclosure Schedule no Top Supplier has indicated to the Company in writing that it will stop or materially alter the terms (including any change in the credit, supply, payment or pricing terms) upon which it supplies materials, products or services to the Company or any of its Subsidiaries.

2.25 No Other Representations and Warranties. Except for the representations and warranties contained in this **SECTION 2** (including the related portions of the Disclosure Schedule), the Company Closing Certificate and the Secretary's Certificate, none of the Acquired Corporations nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Acquired Corporations, including any representation or warranty as to the accuracy or completeness of any information regarding the Acquired Corporations furnished or made available to Parent and its Representatives and Affiliates (including the Management Presentation dated September 14, 2017 and, other than as disclosed in the Disclosure Schedule, any information, documents or material made available to Parent and its Representatives in the electronic data room maintained by Merrill Corporation in connection with the transactions contemplated by this Agreement, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Acquired Corporations, or any representation or warranty arising from statute or otherwise in law.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to the Company, as follows:

3.1 Due Incorporation; Subsidiaries. Parent is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authority; Binding Nature of Agreement. Each of Parent and Merger Sub have all necessary corporate power and authority to enter into and to perform its obligations under this

Agreement. The execution, delivery and performance by each of Parent and Merger Sub of this Agreement have been duly authorized by all necessary action on the part of Parent, Merger Sub and their respective boards of directors and stockholders, as applicable. This Agreement constitutes a valid and binding obligation of each of Parent and Merger Sub, enforceable against it in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.3 Non-Contravention; Consents. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the transactions contemplated by this Agreement will not: (a) cause a violation of any of the provisions of the certificate of incorporation or bylaws of Parent or Merger Sub; (b) cause a violation by Parent or Merger Sub of any Law applicable to Parent or Merger Sub; or (c) cause a default (or an event that, with or without notice or lapse of time or both would constitute a default) on the part of Parent or Merger Sub under any material contract of Parent or Merger Sub. Except as may be required by (x) the DGCL, or (y) the HSR Act or any other antitrust law or governmental regulation, neither Parent nor Merger Sub is required to obtain any Consent from any Governmental Body or any other party at any time prior to the Closing in connection with the execution and delivery of this Agreement or the consummation of the Merger.

3.4 Litigation. As of the date of this Agreement, there is no Legal Proceeding pending (or, to the knowledge of Parent or Merger Sub, being threatened) against Parent or Merger Sub that challenges, or that would have the effect of preventing, delaying or making illegal, the Merger or any of the other transactions contemplated by this Agreement.

3.5 Merger Sub. Merger Sub (a) was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, (b) has engaged in no other business activities and (c) has conducted its operations only as contemplated by this Agreement.

3.6 Reliance.

(a) Parent has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Acquired Corporations. Parent acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Parent has relied solely upon its own investigation and the express representations and warranties of the Company set forth in **SECTION 2** of this Agreement (including the related portions of the Disclosure Schedule), the Company Closing Certificate and the Secretary's Certificate and disclaims reliance on any other representations and warranties of any kind or nature express or implied (including, but not limited to, any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Acquired Corporations); and (ii) none of the Participating Securityholders, the Acquired Corporations or any other Person has made any representation or warranty as to a Participating Securityholder, the Acquired Corporations or the accuracy or completeness of any information regarding the Acquired Corporations furnished or made available to Parent or its officers, directors, Affiliates, stockholders or employees or any investment banker, attorney or other advisor or representative

retained by any of them ("***Representatives***"), except as expressly set forth in **SECTION 2** of this Agreement (including the related portions of the Disclosure Schedule), the Company Closing Certificate and the Secretary's Certificate.

(b) In connection with the due diligence investigation of the Acquired Corporations by Parent and its Representatives, Parent and its Representatives have received and may continue to receive after the date hereof from the Company and its Affiliates, stockholders, directors, officers, employees, consultants, agents, representatives and advisors certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Acquired Corporations and its or their businesses and operations. Parent hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans (collectively, the "***Projections***"), and that Parent will have no claim against any of the Acquired Corporations, or any of their Affiliates, stockholders, directors, officers, employees, consultants, agents, representatives or advisors, or any other Person, with respect to the Projections, including as to the accuracy or completeness of the Projections. Accordingly, Parent hereby acknowledges and agrees that, except for the representations and warranties expressly set forth in **SECTION 2** (including the related portions of the Disclosure Schedule), the Company Closing Certificate and the Secretary's Certificate, none of the Acquired Corporations, nor any of their Affiliates, stockholders, directors, officers, employees, consultants, agents, representatives or advisors has made or is making any express or implied representation or warranty with respect to the Projections.

3.7 No Parent Vote Required. No vote or other action of the stockholders of Parent is required by applicable Law, certificate of incorporation or the bylaws of Parent or otherwise in order for Parent and Merger Sub to consummate the Merger and the transactions contemplated hereby.

3.8 Disclosures. As of the date hereof, there is no Law or other requirement (contractual or otherwise) applicable to Parent or Merger Sub that would require the filing or disclosure of this Agreement in a manner that would cause this Agreement or the terms hereof to be available to the public.

3.9 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Parent or Merger Sub who might be entitled to any fee or commission from any Participating Securityholder (or, if the Closing does not occur, the Company) upon consummation of the Merger or the other transactions contemplated by this Agreement.

3.10 No Other Representations and Warranties. Except for the representations and warranties contained in this Agreement (including the related portions of the Disclosure Schedule, if any) and the agreements contemplated by this Agreement, neither Parent nor Merger Sub nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Parent or Merger Sub, including any representation or warranty as to the accuracy or completeness of any information regarding the Parent or Merger Sub furnished or made available to the Acquired Corporations and their Representatives

and Affiliates or as to the future revenue, profitability or success of Parent or the Surviving Corporation, or any representation or warranty arising from statute or otherwise in law.

3.11 Solvency. Assuming the representations and warranties of the Company set forth in this Agreement and any agreements and certificates delivered hereunder are true and correct, immediately after giving effect to the transactions contemplated hereby, Parent and the Surviving Corporation shall (a) be able to pay their respective debts as they become due and shall own property having a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent liabilities) as they become due and (b) have adequate capital to carry on their respective businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Parent or the Surviving Corporation.

SECTION 4. CERTAIN COVENANTS

4.1 Access. During the period from the date of this Agreement through the earlier of the Effective Time or the termination of this Agreement pursuant to Section 9.1 (the "***Pre-Closing Period***"), and upon reasonable advance notice to the Company, the Company shall provide Parent and Parent's representatives with reasonable access during normal business hours to the Acquired Corporations' personnel, facilities and existing books and records for the purpose of enabling Parent to verify the accuracy of the Company's representations and warranties contained in this Agreement; *provided, however*, that any such access shall be conducted at Parent's expense, under the supervision of appropriate personnel of the Acquired Corporations and in such a manner as to maintain the confidentiality of this Agreement and the transactions contemplated hereby in accordance with the terms hereof and not to interfere with the normal operation of the business of the Acquired Corporations. Nothing herein shall require the Acquired Corporations to disclose any information to Parent if such disclosure would, on the advice of the Company's outside counsel (a) jeopardize any attorney-client or other legal privilege or (b) contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the date of this Agreement (including any confidentiality agreement to which the Company is a party).

4.2 Conduct of the Business of the Company. During the Pre-Closing Period, except (v) as set forth in Part 4.2 of the Disclosure Schedule, (w) to the extent necessary to comply with the Acquired Corporations' express obligations under this Agreement, (x) as necessary to ensure that each Acquired Corporation complies with applicable Laws and contractual obligations, (y) with Parent's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), or (z) as otherwise expressly required by this Agreement: (i) the Acquired Corporations shall (A) carry on their business in the ordinary course, (B) use commercially reasonable efforts to preserve substantially intact their present business organization, and (C) use commercially reasonable efforts to preserve their material relationships with suppliers, distributors, licensors, licensees and others to whom the Acquired Corporations have contractual obligations; and (ii) except as set forth in clauses "(v)" through "(z)" above, the Company shall not (and shall not permit the other Acquired Corporations to):

(a) amend the Company Charter, Company bylaws or other charter and organizational documents of any of the Company's Subsidiaries;

(b) split, combine or reclassify any of its capital stock or (except in connection with the exercise of Company Options outstanding as of the date hereof and set forth in Part 2.4(e) of the Disclosure Schedule) issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock;

(c) issue any shares of Company Common Stock or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue any such shares or other convertible securities; *provided, however,* that the Company may issue shares of Company Common Stock in connection with the exercise of currently outstanding Company Options outstanding as of the date hereof and set forth in Part 2.4(e) of the Disclosure Schedule;

(d) enter into or adopt any plan or agreement of complete or partial liquidation or dissolution, or file a voluntary petition in bankruptcy or commence a voluntary legal procedure for reorganization, arrangement, adjustment, release or composition of Debt in bankruptcy or other similar Laws now or hereafter in effect;

(e) incur any Debt, or guarantee any Debt, or issue or sell any debt securities or guarantee any debt securities of others (other than drawing on letters of credit in the ordinary course of business);

(f) make any capital expenditures, capital additions or capital improvements, in excess of $250,000 (other than in accordance with the budget for capital expenditures previously made available to Parent);

(g) knowingly waive any material right of any Acquired Corporation under any Material Contract;

(h) acquire or agree to acquire by merging with, or by purchasing a portion of the stock or assets of, or by any other manner, any business or any entity;

(i) sell or otherwise dispose of, lease or exclusively license any properties or assets of the Acquired Corporation which are material to the Acquired Corporation (including any Company Intellectual Property) other than in the ordinary course of business;

(j) enter into any Material Contract, amend in any material respect any Material Contract or terminate any Material Contract, in each case other than in the ordinary course of business consistent with past practice;

(k) with respect to any Acquired Corporation, make or change any material election in respect of Taxes, amend any material Tax Return, adopt or change any accounting method in respect of Taxes other than as required by applicable Law, settle any material claim or assessment in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any material claim or assessment in respect of Taxes;

(l) (i) adopt, establish, enter into, amend or terminate, or accelerate the time of payment, vesting or funding of any compensation or benefits under, any Company Plan or any plan, agreement, program, policy, trust, fund or other arrangement that would be a Company Plan if it were in existence as of the date of this Agreement (except for amendments required to comply with applicable Law and except for welfare benefit plan renewals in the ordinary course of business), (ii) increase the compensation or benefits of, or grant any bonus or other compensation or benefits to, any current or former employee, worker, independent contractor director or officer, independent contractor, or individual service provider of any Acquired Corporation, (iii) grant any severance or termination pay to any current or former director, officer, worker, independent contractor or employee of any Acquired Corporation (provided, however, that the Acquired Corporations may make severance or termination payments, to employees who are terminated in compliance with the following clause (iv), as required under the existing terms of agreements between the Acquired Corporations and such employees in effect on the date of this Agreement, as disclosed on Part 2.12(a)(xii) of the Disclosure Schedules and made available to Parent prior to the date hereof or otherwise as consistent with the internal severance guidelines and historical practices of the Acquired Corporations as disclosed on Part 2.17(a) of the Disclosure Schedules), (iv) terminate the employment or service of any employee, worker or other service provider with annual compensation in excess of $150,000 (other than for cause) or (v) hire or engage any employee, worker or other service provider with annual compensation in excess of $150,000 where the aggregate compensation expense after hiring such employee, worker or other service provider is within the budgetary projections previously provided to Parent;

(m) waive, release, assign, compromise, commence, settle or agree to settle any Legal Proceeding, other than waivers, releases, compromises or settlements in the ordinary course of business consistent with past practice that (i) involve only the payment of monetary damages not in excess of $250,000 in the aggregate and (ii) do not include the imposition of equitable relief on, or the admission of wrongdoing by, any Acquired Corporation; or

(n) agree or commit to take any of the actions described in clauses "(a)" through "(m)" of this Section 4.2.

Nothing herein shall require the Company to obtain consent from Parent to do any of the foregoing if, on the advice of outside counsel, obtaining such consent might reasonably be expected to violate applicable Law.

SECTION 5. ADDITIONAL COVENANTS OF THE PARTIES

5.1 Stockholder Consent or Approval.

(a) Within one Business Day following the execution and delivery of this Agreement by all of the parties hereto, the Company shall prepare and distribute to holders of Company Common Stock holding at least the number and class of shares of Company Common Stock sufficient to provide the Required Company Stockholder Vote a written consent of holders of Company Common Stock adopting this Agreement in accordance with the DGCL and the Company Charter and Company's bylaws and waiving any appraisal rights under Section 262 of the DGCL, with respect thereto, in substantially the form attached hereto as Exhibit E (the

"***Written Consent***"). The Company shall use its reasonable best efforts to cause such holders of Company Common Stock to execute the Written Consent, and the Company shall deliver such executed Written Consent to Parent and Merger Sub promptly and in any event by the Stockholder Consent Deadline.

(b) Within 10 Business Days, following the receipt by the Company of Stockholder Consents executed by holders of Company Common Stock sufficient to obtain the Required Company Stockholder Vote, the Company shall, in accordance with applicable Law, including Sections 228 and 262 of the DGCL, and the Company Charter and Company's bylaws, promptly send an information statement (the "***Information Statement***") to each holder of Company Common Stock that has not theretofore executed the Written Consent (i) notifying him, her or it that (1) action has been taken by less than unanimous written consent of the holders of Company Common Stock, (2) this Agreement was duly adopted and (3) appraisal rights are available pursuant to Section 262 of the DGCL and (ii) seeking a waiver of such appraisal rights from such holder of Company Common Stock. The Information Statement shall be in a form reasonably acceptable to Parent and shall at all relevant times be in compliance with Section 262 of the DGCL and other applicable Laws.

(c) The Company shall (i) use its commercially reasonable efforts to secure from any Person who is a "disqualified individual", as defined in Section 280G of the Code, and who has a right to any payments and/or benefits or potential right to any payments and/or benefits in connection with the consummation of the Merger that would be deemed to constitute "parachute payments" pursuant to Section 280G of the Code, a waiver of such Person's rights to any such payments and/or benefits applicable to such Person to the extent that all remaining payments and/or benefits applicable to such Person shall not be deemed to be "parachute payments" pursuant to Section 280G of the Code (the "***Waived 280G Benefits***") and (ii) for all such obtained waivers, submit for approval by the Company Stockholders the Waived 280G Benefits, to the extent and in the manner required under Sections 280G(b)(5)(A)(ii) and 280G(b)(5)(B) of the Code. The Company shall not pay or provide any of the Waived 280G Benefits if such Waived 280G Benefits are not approved by the Company Stockholders as contemplated above. No later than seven (7) days before the Closing Date, the Company shall provide to Parent or its counsel drafts of the consent, waiver, disclosure statement and calculations necessary to effectuate the approval process and shall consider in good faith all of Parent's reasonable comments. Prior to the Closing Date, the Company shall deliver to Parent evidence satisfactory to Parent that (A) a vote of the Company Stockholders was received in conformance with Section 280G of the Code and the regulations thereunder, or (B) such requisite Company Stockholder approval has not been obtained with respect to the Waived 280G Benefits, and, as a consequence, the Waived 280G Benefits have not been and shall not be made or provided.

5.2 Regulatory Filings; Reasonable Best Efforts.

(a) As soon as reasonably practicable following the execution of this Agreement, and in no event no later than 10 Business Days thereafter, the Company and Parent each shall file with the U.S. Federal Trade Commission and the Antitrust Division of the U.S. Department of Justice Notification and Report Forms relating to the transactions contemplated

herein as required by the HSR Act (and shall request early termination of the waiting period under the HSR Act) , and to the extent applicable shall file with the foreign antitrust authorities set forth on Schedule 5.2 ("***Foreign Authorities***") comparable pre-merger notification forms required by the merger notification or control Laws of any other applicable jurisdiction.

(b) Upon the terms and conditions set forth herein, each of the parties (other than the Securityholders' Representative) shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things, necessary, proper or advisable to make effective as promptly as practicable, but in no event later than the End Date, the Merger and other transactions contemplated hereby in accordance with the terms hereof, including consummating the Datto Acquisition in accordance with the terms of the Datto Merger Agreement and obtaining HSR Act clearance and approvals, if any, from the Foreign Authorities set forth on Schedule 5.2. Notwithstanding the generality of the foregoing, and subject to applicable Laws relating to the exchange of information and/or the need to communicate on an outside-counsel-only basis, Company and Parent shall (i) keep each other informed on a reasonably timely basis regarding the progress and status of all filings and submissions made with respect to the transactions contemplated by this Agreement, (ii) provide each other with copies of any material written communications and full details of any material oral communications with any Governmental Body regarding the transactions contemplated by this Agreement, (iii) give each other prior notice of any meeting and, to the extent practicable, any material oral communication, with representatives of any Governmental Body having jurisdiction over the transactions contemplated by this Agreement, (iv) give each other the opportunity to consult in advance of, and consider in good faith the views of the other party in connection with, any such material meeting or communication with any such Governmental Body, (v) give each other the opportunity to attend or participate (unless prohibited by such Governmental Body) in any such material meeting or communication and (vi) provide notice of any substantive communication to, and any proposed understanding, undertaking or agreement with, any Governmental Body with respect to any such filing or submission or otherwise with respect to the transactions contemplated by this Agreement. Subject to applicable Laws relating to the exchange of information, each of the parties hereto shall have the right to review in advance, and to the extent practicable each will consult the other parties hereto on, all the information that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Body in connection with the transactions contemplated by this Agreement. If any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement as violative of any antitrust law, each of the Company and Parent shall use best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Merger or the other transactions contemplated by this Agreement.

(c) Without limiting Section 5.2(b), Parent shall take such actions as may be reasonably necessary to avoid or eliminate each and every impediment under any antitrust laws so as to enable the Closing to occur as soon as reasonably possible (and in any event no later than the End Date) by (i) proposing negotiating, committing to and effecting, by consent decree, hold separate order, or otherwise, the sale, license, divestiture or disposition of such businesses,

product lines, technology, or assets of the Company that would not, in the aggregate, be material to the Company's business, and (ii) otherwise taking or committing to take actions that after the Closing Date would limit Parent's or its subsidiaries' freedom of action with respect to, or its or their ability to retain, one or more of the businesses, product lines or assets of the Company that would not, in the aggregate, be material to the Company's business, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any preliminary or permanent injunction, in any Legal Proceeding under any antitrust laws, which would otherwise have the effect of preventing the Closing.

(d) Parent shall not, and shall not permit its Affiliates to, enter into any transaction, or any agreement to effect any transaction (including any investment, merger or acquisition) that might reasonably be expected to make it more difficult, or to increase the time required, to: (i) obtain the expiration and termination of the waiting period under the HSR Act applicable to the transactions contemplated by this Agreement; (ii) avoid the entry of, the commencement of litigation seeking the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order that would materially delay or prevent the consummation of the transactions contemplated by this Agreement; or (iii) obtain all authorizations, consent orders and approvals of Governmental Bodies necessary for the consummation of the transactions contemplated by this Agreement.

5.3 Employee Benefits.

(a) For a period of not less than one year following the Effective Time, or, if earlier, until the termination of employment of the relevant employee, Parent shall provide or shall cause to be provided, to the employees of the Acquired Corporations who are employed by the Surviving Corporation immediately after the Effective Time (the "***Company Employees***") base salaries that are not less favorable than, and target cash bonus opportunities (other than equity incentive arrangements) and employee benefits (other than equity compensation, equity-based or long-term incentives, defined benefit pension, nonqualified or deferred compensation or post-termination or retiree welfare benefits) that, in the aggregate, are substantially comparable to, those provided to such Company Employees immediately before the date hereof.

(b) Unless otherwise required by applicable Law, for purposes of eligibility and vesting (other than vesting of future equity awards) and for purposes of future vacation accruals and determining severance amounts under the employee benefit plans of Parent and its Affiliates providing benefits to any Company Employees after the Effective Time (the "***New Plans***"), each Company Employee shall be credited with his or her years of service with the Acquired Corporations before the Effective Time, to the same extent as such Company Employee was entitled, before the Effective Time, to credit for such service for such purposes under any similar Company Plans, and only to the extent that such credit will not result in the duplication of compensation or benefits for the same period of service. In addition, and without limiting the generality of the foregoing, Parent shall use, or cause the Surviving Corporation to use, commercially reasonable efforts to cause: (i) each Company Employee to be immediately eligible following the Effective Time to participate, without any waiting time, in any and all New Plans; and (ii) with respect to each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Company Employee, all pre-existing condition exclusions, waiting periods

and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents (to the extent such exclusions or requirements did not apply to such Company Employee immediately prior to the Effective Time), and any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Company Plan in which such Company Employee participated immediately before the Effective Time ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(c) Parent hereby acknowledges that the transactions contemplated by this Agreement shall constitute a "change of control" or similar applicable term under the Company Plans and the terms of employment-related agreements, as applicable.

(d) This Section 5.3 is not intended to, and shall not be deemed to confer, any rights or remedies whatsoever (including any third-party beneficiary rights or remedies) upon any Person other than parties to this Agreement and their respective successor and permitted assigns. Nothing contained in this Section 5.3 express or implied, shall: (i) be construed to establish, amend, modify or terminate any Company Plan or any other benefit or compensation plan, policy, program, contract, agreement or arrangement; (ii) confer upon any employee (including any Company Employee), officer, director, or individual service provider of any Acquired Corporation any right to continue in the employ or service of the Surviving Corporation or any Affiliate thereof or any right to any particular term or condition of employment or service, or shall restrict the rights of Parent or any Affiliate thereof (including after the Effective Time, the Surviving Corporation), to discharge or terminate the services of any employee (including any Company Employee), officer, director or individual service provider at any time for any or no reason, with or without cause; or (iii) alter or limit the ability of Parent or any of its Affiliates (including after the Effective Time, the Surviving Corporation), to amend, modify or terminate any particular Company Plan or any benefit or compensation plan, program, contract, agreement or arrangement.

5.4 Indemnification of Officers and Directors.

(a) All rights to indemnification by the Acquired Corporations existing in favor of those Persons who are directors and officers of the Acquired Corporations as of the date of this Agreement (the "***D&O Indemnified Persons***") for their acts and omissions occurring prior to the Effective Time, as provided by those certain indemnification provisions in the Company Charter and the Company's bylaws and in the organizational documents of the Company's Subsidiaries (as in effect as of the date of this Agreement) and as provided in the indemnification agreements between the Acquired Corporations and such Indemnified Persons (as in effect as of the date of this Agreement) in the forms made available by the Company to Parent prior to the date of this Agreement (collectively, the "***D&O Indemnification Provisions***"), shall survive the Merger and shall be observed by the Surviving Corporation and its Subsidiaries until the sixth anniversary of the date on which the Effective Time occurs, and any claim made requesting indemnification pursuant to such indemnification rights during that

time period shall continue to be subject to this Section 5.4(a) and the indemnification rights provided under this Section 5.4(a) until disposition of such claim.

(b) From the Effective Time until the sixth anniversary of the date on which the Effective Time occurs, the Surviving Corporation shall not repeal, amend or otherwise modify the D&O Indemnification Provisions in any manner that would violate the obligations set forth in Section 5.4(a), except to the extent required by applicable Law.

(c) The Company Stockholders shall, or shall cause the Company to, prior to the Effective Time, obtain a six-year "tail" prepaid policy for the existing policy of directors' and officers' liability insurance maintained by the Acquired Corporations as of the date of this Agreement on terms with respect to coverage, deductibles and amounts no less favorable than the existing policy. The cost of such policy shall be borne 50% by Parent and 50% by the Participating Securityholders as a Closing Date Transaction Expense.

(d) In the event that Parent, the Acquired Corporations or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or Entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, Parent shall ensure that the successors and assigns of Parent, the Acquired Corporations or the Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 5.4.

(e) The provisions of this Section 5.4 shall survive the consummation of the Merger and are (i) intended to be for the benefit of, and will be enforceable by, each of the D&O Indemnified Persons and their successors, assigns and heirs and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such D&O Indemnified Person may have by contract or otherwise. This Section 5.4 may not be amended, altered or repealed after the Effective Time without the prior written consent of the affected D&O Indemnified Person.

5.5 Disclosure; Confidentiality.

(a) During the Pre-Closing Period, neither the Company, on the one hand, nor Parent, on the other hand, shall issue any press release or make any public statement regarding this Agreement or the Merger, or regarding any of the other transactions contemplated by this Agreement, without the prior written consent of the other party.

(b) Each of Parent, the Company and any Acquired Corporation shall comply with, and shall cause its respective Representatives to comply with, all of its respective obligations under the Confidentiality Agreement which shall survive the termination of this Agreement in accordance with the terms set forth therein.

5.6 Tax Matters.

(a) Parent, the Acquired Corporations and their Affiliates, on the one hand, and the Securityholders' Representative, on the other hand, shall cooperate as and to the extent

reasonably requested by the other party, in connection with the preparation and filing of Tax Returns, and any proceeding, investigation, audit or review by a Governmental Body with respect to Taxes. Such cooperation shall include signing any Tax Returns, amended Tax Returns, claims or other documents necessary to settle any Tax controversy, executing powers of attorney, the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such proceeding, investigation, audit or review and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided under this Agreement.

(b) Parent shall pay all sales, use, value added, transfer, stamp, registration, documentary, excise, real property transfer or gains, or similar Taxes incurred as a result of the transactions contemplated in this Agreement and shall file all related Tax returns, and the Securityholders' Representative and the Participating Securityholders shall cooperate with Parent in connection with any such filings.

(c) Parent and the Acquired Corporations agree for all applicable Tax purposes that:

(i) The Securityholders' Representative Reserve shall be treated for Tax purposes as having been received and voluntarily set aside by the Participating Securityholders on the Closing Date, and no Tax withholding or reporting shall be required in connection with the distribution of any portion of the Securityholders' Representative Reserve to the Participating Securityholders.

(ii) Except for amounts released from the Escrow Fund to Participating Securityholders in respect of Company Vested Options (which are addressed in 5.6(c)(iii)), (A) the rights of the Participating Securityholders to the Escrow Fund shall be treated as deferred contingent purchase price eligible for installment treatment under Section 453 of the Code and any corresponding provision of foreign, state or local Laws, as appropriate, and (B) if and to the extent any amount is released from the Escrow Fund to the Participating Securityholders, interest may be imputed on such amount if required by Section 483 or 1274 of the Code. In no event shall the aggregate amount of Escrow Fund proceeds payable to Participating Securityholders in respect of shares of Company Common Stock exceed an amount equal to (i) the portion of the Escrow Amount to be deposited with respect to such Participating Securityholder's shares of Company Common Stock, multiplied by (ii) the greater of (x) 105% or (y) 100% plus 5 times the "Federal mid-term rate" as defined in Section 1274(d)(1) of the Code (expressed as a percentage) in effect at the time the Escrow Amount is funded. For the avoidance of doubt, the limitation in the preceding sentence does not apply to any amounts released from the Escrow Fund in respect of Company Vested Options.

(iii) Any payments made in respect of Company Vested Options pursuant to this Agreement (A) shall be treated as compensation paid by the Company as and when received by the holder thereof to whom such payment is due (which, for the avoidance of doubt, shall be the Closing Date with respect to the Securityholders' Representative Reserve, and when released to such holder of Company Vested Options in the case of the amounts released from the Escrow Fund), (B) shall be net of any Taxes withheld pursuant to Section 1.12(e), and

(C) shall, in respect of Employee Options that are not Out-of-the-Money Company Options only, be made through the Surviving Corporation's standard payroll procedures in accordance with Sections 1.6 and 1.12(b). Any applicable withholding Taxes in respect of the portion of the Securityholders' Representative Reserve borne by holders of Company Vested Options shall be withheld from their Closing Options Payout Amount.

(iv) No party shall take any action or filing position inconsistent with the Tax treatment agreed to in this Section 5.6(c) unless otherwise required by applicable Law pursuant to a "determination" within the meaning of Section 1313 of the Code.

5.7 Notification of Certain Events.

(a) During the Pre-Closing Period, the Company shall promptly notify Parent of, and furnish Parent with any information it may reasonably request with respect to, the occurrence of any event or condition or the existence of any fact that may reasonably be expected to cause any of the conditions to the obligations of Parent to consummate the Merger set forth in SECTION 6 not to be satisfied. The Company's satisfaction of its obligations in the foregoing sentence shall not relieve the Company of any of its other obligations under this Agreement and shall not affect Parents ability to terminate this Agreement pursuant to Section 9.1.

(b) During the Pre-Closing Period, Parent shall promptly notify the Company of, and furnish the Company with any information it may reasonably request with respect to, the occurrence of any event or condition or the existence of any fact that may reasonably be expected to cause any of the conditions to the obligations of the Company to consummate the Merger set forth in SECTION 7 not to be satisfied. Parent's satisfaction of its obligations in the foregoing sentence shall not relieve Parent of any of its other obligations under this Agreement and shall not affect the Company's ability to terminate this Agreement pursuant to Section 9.1.

5.8 [Intentionally Omitted.]

5.9 Notice and Consents. The Company shall use commercially reasonable efforts to obtain or to cause to be obtained any requisite consent and provide any requisite notice set forth on Part 2.5 of the Disclosure Schedules. Nothing in this Section 5.9 shall require the Company or any of its Affiliates to pay any amount (other than an immaterial amount), grant any rights, grant any guarantee or provide any other consideration to any third party or incur additional third-party costs or expenses in order to obtain any such consent (excluding the costs and expenses of the advisors, representatives and legal counsel of the Company or its Affiliates), other than as expressly required for under a contract binding upon the Company or its Affiliates.

5.10 No Shop. During the Pre-Closing Period, neither the Company nor any of its Subsidiaries shall, nor shall they authorize or knowingly permit any of their respective Representatives to, directly or indirectly, (a) solicit, initiate, or knowingly encourage, facilitate or assist, an Acquisition Proposal, (b) furnish to any Person (other than Parent, Merger Sub or any designees of Parent or Merger Sub) any non-public information relating to the Company or any of its Subsidiaries, or afford to any Person (other than Parent, Merger Sub or any of their Representatives) access to the business, properties, assets, books, records or other non-public

information, or to any personnel, of the Company or any of its Subsidiaries, in any such case with the intent to induce the making, submission or announcement of, or the intent to encourage, facilitate or assist, an Acquisition Proposal or any inquiries that would reasonably be expected to lead to an Acquisition Proposal, (c) participate or engage in discussions or negotiations with any Person with respect to an Acquisition Proposal, or (d) enter into any contract relating to an Acquisition Proposal. To the extent permitted by applicable Law or confidentiality obligations, the Company shall notify Parent if any director or executive officer of the Company becomes aware of any receipt by the Company of any Acquisition Proposal or any inquiry with respect to, or which would reasonably be expected to lead to, any Acquisition Proposal.

SECTION 6. CONDITIONS PRECEDENT TO OBLIGATIONS OF PARENT AND MERGER SUB

The obligations of Parent and Merger Sub to effect the Merger and otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Parent; *provided* that in no event shall Section 6.3(b) be waivable), at or prior to the Closing, of each of the following conditions:

6.1 Accuracy of Representations and Warranties. The Specified Representations that are qualified by materiality or Company Material Adverse Effect shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date). The Specified Representations that are not qualified by materiality or Company Material Adverse Effect shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date). The other representations and warranties of the Company set forth in SECTION 2 shall be true and correct (without giving effect to any limitation as to materiality or Company Material Adverse Effect set forth therein) as of the date of this Agreement and of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Company Material Adverse Effect.

6.2 Performance of Covenants. The Company shall have performed and complied with, in all material respects, all of its covenants contained in this Agreement at or before the Closing (to the extent that such covenants require performance by the Company at or before the Closing).

6.3 Stockholder Approval. This Agreement shall have been duly adopted by the Required Company Stockholder Vote.

6.4 Dissenting Shares. Holders of no more than 10% of the outstanding shares of Company Common Stock (calculated on an as converted to common stock basis) as of the record

date for the Written Consent, in the aggregate, shall have exercised statutory appraisal rights pursuant to Section 262 of the DGCL with respect to such shares of Company Common Stock.

6.5 Antitrust Clearance. The waiting period applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and all other material antitrust, competition, pre-merger notification or other regulatory approvals from Foreign Authorities required to consummate the Merger shall have been made or obtained, as applicable.

6.6 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Merger by Parent shall have been issued by any court of competent jurisdiction or other Governmental Body and remain in effect, and no Legal Proceeding by a Governmental Body attempting to prevent such consummation shall have been initiated. No material Law shall have been enacted since the date of this Agreement that makes consummation of the Merger by Parent illegal.

6.7 Agreements and Documents. Parent shall have received the following agreements and documents, each of which shall be in full force and effect:

(a) written resignations of all directors of the Company, effective as of the Effective Time;

(b) the Certificate of Merger, executed by the Company;

(c) a properly executed statement, dated as of the Closing Date, in accordance with Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3) and in a form reasonably acceptable to Parent, certifying that an interest in the Company is not a U.S. real property interest within the meaning of Section 897(c) of the Code, together with the required notice to the IRS and written authorization for Parent to deliver such notice and a copy of such statement to the IRS on behalf of the Company upon the Closing; and

(d) the Closing Payment Schedule.

6.8 Estimated Closing Statement. Parent shall have received the Estimated Closing Statement from the Company.

6.9 Closing Certificate. The President or Chief Financial Officer of the Company shall have delivered to Parent a certificate to the effect that each of the conditions specified above in Sections 6.1 and 6.2 is satisfied in all respects.

6.10 Escrow Agreement. The Securityholders' Representative shall have executed and delivered the Escrow Agreement.

6.11 Payoff Letters. The Company shall have obtained and delivered to Parent executed copies of the Payoff Letters.

6.12 Restrictive Covenant Agreement. Mark Cattini shall have executed and delivered to Parent the Restrictive Covenant Agreement (Non-Competition, Non-Solicitation), substantially in the form attached hereto as Exhibit H. Each of Mark Cattini, Patrick Burns, Adam Stewart, Walt Mykins, Kevin Donovan, Mark Banfield and Scott Opelia shall have executed and delivered to Parent the Restrictive Covenant Agreement (Non-Solicitation), substantially in the form attached hereto as Exhibit I.

6.13 Termination of Certain Agreements. The Company shall have delivered to Parent evidence of termination of the agreements listed on Schedule 6.13 in form and substance reasonably satisfactory to Parent.

6.14 Datto Acquisition. The acquisition by Merritt Holdco, Inc., a Delaware corporation ("***Yankee Parent***"), of Parent (the "***Datto Acquisition***"), on the terms set forth in the Agreement and Plan of Merger, attached as Exhibit G hereto (the "***Datto Merger Agreement***"), shall have closed.

6.15 No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred a Company Material Adverse Effect, and Parent shall have received a certificate confirming such fact signed by an authorized officer of the Company, dated as of the Closing Date.

SECTION 7. CONDITIONS PRECEDENT TO OBLIGATION OF THE COMPANY

The obligation of the Company to effect the Merger and otherwise consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver by the Company; *provided* that in no event shall Section 7.3 be waivable), at or prior to the Closing, of the following conditions:

7.1 Accuracy of Representations and Warranties. The representations and warranties of Parent and Merger Sub set forth in SECTION 3 shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Parent Material Adverse Effect.

7.2 Performance of Covenants. Parent and Merger Sub shall have performed and complied with, in all material respects, all of their covenants contained in this Agreement at or before the Closing (to the extent that such covenants require performance by Parent or Merger Sub at or before the Closing).

7.3 Stockholder Approval. This Agreement shall have been duly adopted by the Required Company Stockholder Vote.

7.4 Antitrust Clearance. The waiting period applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and all other material antitrust, competition, pre-merger notification or other

regulatory approvals from Foreign Authorities required to consummate the Merger shall have been made or obtained, as applicable.

7.5 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Merger by the Company shall have been issued by any court of competent jurisdiction or other Governmental Body and remain in effect, and no Legal Proceeding by a Governmental Body attempting to prevent such consummation shall have been initiated. No material Law shall have been enacted since the date of this Agreement that makes consummation of the Merger by the Company illegal.

7.6 Escrow Agreement. Parent shall have executed and delivered the Escrow Agreement.

7.7 Closing Certificate. An authorized officer of Parent and Merger Sub shall have delivered to Company a certificate to the effect that each of the conditions specified above in Sections 7.1 and 7.2 is satisfied in all respects.

SECTION 8. SURVIVAL

8.1 Survival. The covenants (to the extent required to be performed on or prior to the Closing), and the representations and warranties of any party contained in this Agreement or any other document, agreement, schedule or exhibit contemplated hereby or delivered in connection with the transactions contemplated hereby, including the Disclosure Schedule, shall not survive beyond the Effective Time, whether such liability has accrued prior to or after the Effective Time, on the part of any party or any of its officers, directors, agents or Affiliates, except for those covenants and agreements and other provisions contained herein that by their terms apply or are contemplated to be performed in whole or in part after the Effective Time.

SECTION 9. TERMINATION

9.1 Termination. This Agreement may be terminated prior to the Effective Time (whether before or after the adoption of this Agreement by the Required Company Stockholder Vote, except with respect to Section 9.1(e), which shall only be applicable prior to obtaining the Required Company Stockholder Vote):

(a) automatically terminate without any further action required by any Person upon the termination of the Datto Merger Agreement in accordance with its terms;

(b) by mutual written consent of Parent and the Company;

(c) by either Parent or the Company if the Merger shall not have been consummated by the End Date; *provided, however,* that a party shall not be permitted to terminate this Agreement pursuant to this Section 9.1(c) if the failure to consummate the Merger by the End Date is principally attributable to a failure on the part of such party to perform any covenant in this Agreement required to be performed by such party at or prior to the Effective Time or to act in good faith, or the breach of such party's representations and warranties set forth

in this Agreement has been a principal cause of the failure of the Merger to be consummated on or before such date;

(d) by either Parent or the Company if a court of competent jurisdiction shall have issued a final and nonappealable order having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger, or if any Governmental Body shall have promulgated or effected any Law that makes the consummation of the Merger illegal; *provided, however,* that a party shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if such party did not use commercially reasonable efforts to have such order vacated prior to its becoming final and nonappealable or if its failure to fulfill any obligation under this Agreement shall have been a material cause of, or resulted in the occurrence of, such restraint;

(e) by Parent if the adoption of this Agreement by the Required Company Stockholder Vote is not obtained as of 5:00 p.m. Eastern Time on the second Business Day after the date of this Agreement (the "***Stockholder Vote Deadline***"); *provided, however*, that the right of Parent to exercise the termination right set forth in this Section 9.1(e) shall expire and no longer be exercisable if not exercised prior to the earlier of (i) 5:00 p.m. Eastern Time on the date that is seven days after the Stockholder Vote Deadline, and (ii) the time at which the vote of the Required Company Stockholder Vote is obtained;

(f) by Parent, if the Company shall have breached or failed to perform any of its representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.1 or Section 6.2 and (ii) cannot be or has not been cured within 30 calendar days following receipt by the Company of written notice of such breach or failure to perform; *provided, however,* that Parent shall not be permitted to terminate this Agreement pursuant to this Section 9.1(f) if Parent or Merger Sub is in breach of its obligations under this Agreement so as to give rise to the failure of a condition set forth in Section 7.1 or Section 7.2; and

(g) by the Company, if Parent or Merger Sub shall have breached or failed to perform any of their respective representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 7.1 or Section 7.2 and (ii) cannot be or has not been cured within 30 calendar days following receipt by Parent of written notice of such breach or failure to perform *provided, however,* that the Company shall not be permitted to terminate this Agreement pursuant to this Section 9.1(g) if the Company is in breach of its obligations under this Agreement so as to give rise to the failure of a condition set forth in Section 6.1 or Section 6.2.

9.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 9.1, this Agreement shall be of no further force or effect; *provided, however,* that Section 1.16(e), Section 5.5(b), this Section 9.2 and SECTION 10 shall survive the termination of this Agreement and shall remain in full force and effect. In addition to the foregoing, no termination of this Agreement shall affect the obligations of the parties hereto set forth in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms. Notwithstanding the foregoing, no such termination

shall relieve the Company or Parent for liability for money damages for the Company's willful breach of a covenant contained in this Agreement prior to its termination.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Amendment. This Agreement may be amended with the approval of the respective boards of directors of the Company (or the approval of the Securityholders' Representative following the Closing) and Parent at any time (whether before or after the adoption of this Agreement by the Required Company Stockholder Vote); *provided, however,* that after any such adoption of this Agreement by the Required Company Stockholder Vote, no amendment shall be made which by Law requires further approval of the Company Stockholders without the further approval of such Company Stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of the Company and Parent (prior to the Closing) or Parent and the Securityholders' Representative (after the Closing). Notwithstanding anything to the contrary contained herein, Sections 10.5, 10.7, 10.14 and this Section 10.1 (and any provision of this Agreement to the extent a modification, waiver or termination of such provision would modify the substance of Sections 10.5, 10.7 and 10.14 and this Section 10.1) may not be modified, waived or terminated in a manner that impacts or is adverse in any respect to the Financing Source Parties without the prior written consent of the Financing Sources.

10.2 Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses, whether or not the Merger is consummated, except that (a) filing fees payable under or pursuant to the HSR Act shall be paid by Parent and (b) all fees and expenses of the Payment Agent and the Escrow Agent shall be paid by Parent.

10.3 Waiver.

(a) No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party 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 party 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 party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.4 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof; *provided, however*, that the Confidentiality Agreement shall not be superseded and shall remain in full force and effect until the Effective Time. This Agreement may be executed in several

counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may be executed by facsimile or electronic transmission, each of which shall be deemed an original.

10.5 Applicable Law; Jurisdiction; Enforcement.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof; *provided*, that notwithstanding the foregoing, each of the parties hereto agrees that all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Financing Sources in any way relating to the Debt Financing, shall be governed by, and construed in accordance with, and enforced under the laws of the State of New York without giving regard to conflicts or choice of law principles that would result in the application of any Law other than the Law of the State of New York.

(b) Except as set forth in Section 1.13, in any action between any of the parties arising out of or relating to this Agreement, any of the transactions contemplated by this Agreement or with respect to clause (c) below, the Debt Financing Commitments and the Debt Financing: (a) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in Delaware; (b) if any such action is commenced in a state court, then, subject to applicable Law, no party shall object to the removal of such action to any federal court located in Delaware; and (c) each of the parties irrevocably waives the right to trial by jury.

(c) Notwithstanding anything in this Agreement to the contrary, but subject to the next sentence, each of the parties hereto agrees that (i) it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Source Parties, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Financing Commitments, the Debt Financing or the definitive agreements executed in connection therewith or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and, in each case, appellate courts thereof) and (ii) any such action, cause of action, claim, cross-claim or third-party claim shall be governed by the laws of the State of New York. The Company and the Parent further agree that they shall not, and shall cause their Affiliates and its and their direct and indirect unitholders not to, bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Financing Source Party, in any way relating to this Agreement or the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Financing Commitments, the Debt Financing or the definitive agreements executed in connection therewith or the performance thereof. Notwithstanding anything herein to the contrary, no Financing Source Party shall have any liability or obligation to the Company, the Parent, any of their Affiliates or any of its or their direct or indirect securityholders relating to or arising out of this Agreement or the Financing Commitments or in respect of any oral

representation made or alleged to be have been made in connection herewith or therewith, whether in equity or at law, in contract, in tort or otherwise, and neither the Company nor the Parent shall seek to, and shall cause their Affiliates and its and their direct and indirect securityholders not to seek to, recover any money damages (including consequential, special, indirect or punitive damages, or damages on account of a willful and material breach) or obtain any equitable relief from or with respect to any Financing Source Party. Notwithstanding anything herein to the contrary, the preceding two sentences shall not affect the rights of Yankee Parent under the Debt Commitment Letter.

10.6 Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and assigns; *provided, however*, that, neither this Agreement nor any of the rights hereunder may be assigned (whether by merger, consolidation, sale or otherwise) by the Company (prior to the Effective Time) or Parent without the prior written consent of the other party, and any attempted assignment of this Agreement or any of such rights without such consent shall be void and of no effect (except that Parent may assign this Agreement or any such rights to an Affiliate without the prior written consent of the Company (prior to the Effective Time) or the Securityholders' Representative (at or after the Effective Time)); *provided, further, however*, that Parent and the Surviving Corporation may (i) assign this Agreement in whole or part without such consent in connection with the acquisition (whether by merger, consolidation, sale or otherwise) of Parent or the Surviving Corporation or of that part of Parent's or the Surviving Corporation's business to which this Agreement relates, as long as Parent provides written notice to the Company (prior to the Effective Time) or the Securityholders' Representative (at or after the Effective Time) of such assignment and the assignee thereof agrees in writing to assume and be bound as Parent and the Surviving Corporation hereunder and (ii) may, pledge, transfer or assign its respective rights hereunder to its Financing Sources as collateral security, without the prior written consent of any other party hereto.

10.7 Third Party Beneficiaries. Except as provided in Section 5.4, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; *provided, however*, that (i) following the Closing all Persons that held Company Common Stock or Company Vested Options immediately prior to the Closing shall be deemed to be third-party beneficiaries of the provisions of SECTION 1 of this Agreement and (ii) the provisions of this Section 10.7 and Section 10.1, 10.5 and 10.14 shall be enforceable against all parties to this Agreement by each Financing Source Party.

10.8 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 (a) upon receipt when delivered by hand, (b) upon transmission, if sent by facsimile or electronic transmission (in each case with receipt verified by electronic confirmation), or (c) one Business Day after being sent by courier or express delivery service, provided that in each case the notice or other communication is sent to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to Parent, Merger Sub or if to the Company (after the Closing):

Datto, Inc.
101 Merritt 7 7th Floor
Norwalk, CT 06851
Attention: Michael Fass
E-mail: mfass@datto.com

in the case of notices to the Parent, Merger Sub or the Company (after the Closing), with a copy to (which shall not constitute notice):

Cooley LLP
500 Boylston Street
Boston, MA 02459
Attention: Miguel J. Vega
Facsimile: (617) 937-2400
E-mail: mvega@cooley.com

if to the Company (prior to Closing):

Autotask Corporation
c/o Vista Equity Partners
401 Congress Avenue, Suite 3100
Austin, TX 78701
Facsimile: (512) 651-3353
Attention: David A. Breach (dbreach@vistaequitypartners.com)
Alan Cline (acline@vistaequitypartners.com)

and the Securityholders' Representative:

Shareholder Representative Services LLC
950 17th Street, Suite 1400
Denver, CO 80202
Attention: Managing Director
Email: deals@srsacquiom.com
Facsimile: (303) 623-0294
Telephone: (303) 648-4085

in the case of notices to the Company (prior to Closing) or to the Securityholders' Representative, with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
555 California Street
San Francisco, CA 94104

Attention: Stuart E. Casillas, P.C.
Facsimile: (415) 439-1500
E-Mail: casillas@kirkland.com

10.9 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.

10.10 Knowledge. "***Knowledge***" of the Company shall mean the knowledge of a fact or other matter of the Knowledge Individuals, after due inquiry of direct reports. With respect to matters involving Intellectual Property, Knowledge does not require that the Knowledge Individuals have conducted, obtain or have obtained any freedom-to-operate opinions or similar opinions of counsel or any Intellectual Property clearance searches, and no knowledge of any third-party Intellectual Property that would have been revealed by such inquiries, opinions or searches will be imputed to the Knowledge Individuals or the direct reports of any of the foregoing; *provided*, that any such opinions or searches that have been conducted or obtained prior to the date of this Agreement will not be excluded from the term "Knowledge" as a result of this sentence.

10.11 Conflict of Interest. If the Securityholders' Representative so desires, acting on behalf of the Participating Securityholders and without the need for any consent or waiver by the Company or Parent, Kirkland & Ellis LLP ("***Kirkland***") shall be permitted to represent the Participating Securityholders after the Closing in connection with the transactions contemplated by this Agreement, any other agreements referenced herein or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, Kirkland shall be permitted to represent the Participating Securityholders, any of their agents and Affiliates, or any one or more of them, in connection with any negotiation, transaction or dispute (including any litigation, arbitration or other adversary proceeding) with Parent, the Company or any of their agents or Affiliates under or relating to this Agreement, any transaction contemplated by this Agreement, and any related matter, such as claims or disputes arising under other agreements entered into in connection with this Agreement. Upon and after the Closing, the Company shall cease to have any attorney-client relationship with Kirkland, unless and to the extent Kirkland is specifically engaged in writing by the Company to represent the Company after the Closing and either such engagement involves no conflict of interest with respect to the Participating Securityholders or the Securityholders' Representative consents in writing at the

time to such engagement. Any such representation of the Company by Kirkland after the Closing shall not affect the foregoing provisions hereof.

10.12 Attorney-Client Privilege. All communications to the extent related to attorney-client confidences between a Participating Securityholder, its Affiliates or the Company and Kirkland in the course of the negotiation, documentation and consummation of the Merger and the transactions contemplated hereby shall be deemed to be attorney-client confidences and communications that belong solely to the Participating Securityholders, and not that of the Surviving Corporation, following the Closing, and may be waived only by the Securityholders' Representative. Absent the consent of the Securityholders' Representative, neither Parent nor the Surviving Corporation shall have a right to access attorney-client privileged material of the Acquired Corporations related to the Merger and the transactions contemplated hereby following the Closing, and neither the Parent nor the Surviving Corporation shall assert that the attorney-client privilege of the Acquired Corporations related to the Merger was waived due to the inadvertent transfer of attorney-client privileged material after the Closing (either because they were included in the computer server(s) of the Surviving Corporation or were otherwise within the records of the Surviving Corporation after the Closing).

10.13 No Implied Representations. The parties acknowledge that, except as expressly provided in this Agreement and the agreements contemplated by this Agreement, none of the parties hereto has made or is making any representations or warranties whatsoever, implied or otherwise.

10.14 Specific Performance. Each of the parties hereto agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that Parent and the Company would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide adequate remedy in such event. Accordingly, subject to the terms and conditions of this Section 10.14, in addition to any other remedy to which a non-breaching party may be entitled at law, a non-breaching party shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof. No party shall be required to post a bond or other security before it can obtain specific performance. Each party waives any defenses in any action for specific performance, including the defense that money damages would be adequate. Notwithstanding the foregoing, in no event shall the Company or Parent be entitled to seek the remedy of specific performance of this Agreement directly against the Financing Sources, solely in their respective capacities as lenders or arrangers in connection with the Debt Financing.

10.15 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 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," "Exhibits," and "Schedules" are intended to refer to Sections of this Agreement and Exhibits or Schedules to this Agreement.

(e) The bold-faced 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.

10.16 Disclosure Schedule. The Disclosure Schedule has been arranged, for purposes of convenience only, as separate Parts corresponding to the subsections of SECTION 2 of this Agreement. The representations and warranties contained in SECTION 2 of this Agreement are subject to (a) the exceptions and disclosures set forth in the part of the Disclosure Schedule corresponding to the particular subsection of SECTION 2 in which such representation and warranty appears; (b) any exceptions or disclosures explicitly cross-referenced in such part of the Disclosure Schedule by reference to another part of the Disclosure Schedule; and (c) any exception or disclosure set forth in any other part of the Disclosure Schedule to the extent it is reasonably apparent on its face that such exception or disclosure is intended to qualify such representation and warranty. Except as provided for herein, no reference to or disclosure of any item or other matter in the Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever). The information set forth in the Disclosure Schedule is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement. The Disclosure Schedule and the information and disclosures contained therein are intended only to qualify and limit the representations, warranties and covenants of the Company contained in this Agreement. Nothing in the Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in this Agreement or create any covenant. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedule.

10.17 Confidentiality. None of the Company, the Company Stockholders, Securityholders' Representative, Parent, Merger Sub or any of their respective Affiliates shall disclose to any third party the terms or conditions of this Agreement or the agreements contemplated by this Agreement; *provided, however*, that the foregoing obligation shall not prohibit disclosure of any such information (i) if required by applicable Law or any Governmental Body, (ii) to auditors or rating agencies (and such auditors or rating agencies are made aware of the restrictions of this Section 10.17), (iii) to an advisor for the purpose of

advising in connection with the transactions contemplated by this Agreement and the agreements contemplated by this Agreement (and such advisors are made aware of the restrictions of this Section 10.17), (iv) to the extent that the information has been made public by, or with the prior consent of, the other party or (v) in connection with any Legal Proceeding or in any dispute with respect to this Agreement or the agreements contemplated by this Agreement; *provided, further*, that if any party or any of their respective Affiliates becomes legally compelled by applicable Law or any Governmental Entity, including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar judicial or administrative process, to disclose confidential information, such party shall, to the extent reasonably practicable, (i) provide the other parties with prompt written notice of such requirement prior to such disclosure and (ii) cooperate with each of such other parties and its Affiliates, at such other party's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed. In the event that such protective order or other similar remedy is not obtained, the party compelled to disclose any confidential information shall furnish only that portion of such confidential information that has been legally compelled, and shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. For a period of three (3) years after the Closing, (i) each Company Stockholder and its Affiliates shall, and shall cause each of their Representatives to, maintain in confidence any written, oral or other confidential information relating to the Company or obtained in connection with the transactions contemplated hereby from Parent, Merger Sub their respective Affiliates and (ii) Parent, Merger Sub and their respective Affiliates shall, and shall cause each of their Representatives to, maintain in confidence any written, oral or other confidential information obtained in connection with the transactions contemplated hereby relating to the Company Stockholders or their Affiliates (other than the Acquired Corporations), except that the foregoing requirements in clauses (i) and (ii) shall not apply to the extent that (1) any such information is or becomes generally available to the public other than as a result of disclosure by any Company Stockholder, Securityholders' Representative or their Affiliates (in the case of clause (i)) or Parent, Merger Sub and their respective Affiliates (in the case of clause (ii)) or any of their respective Representatives, (2) any such information is required by applicable Law or a Governmental Entity to be disclosed, (3) any such information was or becomes available to the Company Stockholders or their Affiliates (in the case of clause (i)) or Parent, Merger Sub or their respective Affiliates (in the case of clause (ii)) on a non-confidential basis and from a source (other than the other party or any Affiliate (including the Company) or Representative of such other party or its Affiliates) that is not bound by a confidentiality agreement with respect to such information or is not otherwise obligated to keep such information confidential or (4) any such information is reasonably necessary to be disclosed in connection with any Action or in any dispute with respect to this Agreement or any agreement contemplated by this Agreement; *provided*, that if any party or any of its Affiliates becomes legally compelled by applicable Law or any Governmental Entity, including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar judicial or administrative process, to disclose such confidential information, such party shall, to the extent reasonably practicable, (i) provide the other parties with prompt written notice of such requirement prior to such disclosure and (ii) cooperate with each of the other parties and its Affiliates, at such other party's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed. In the event that such protective order or other similar remedy is not obtained, the party required to make such disclosure or its Affiliates shall furnish only that portion of such confidential information

that has been legally compelled, and shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. Each party shall instruct its Affiliates and its and their respective Representatives having access to such confidential information of such obligation of confidentiality. Notwithstanding the foregoing, following Closing, the Securityholders' Representative shall be permitted to: (i) after the public announcement (if any) of the Merger, publicly announce that it has been engaged to serve as the Securityholders' Representative in connection herewith as long as such announcement does not disclose any of the other terms hereof; and (ii) disclose information to its representatives, agents or consultants and to the Participating Securityholders, in each case who have a need to know such information, provided that such persons are subject to confidentiality obligations with respect thereto.

10.18 Effect of Datto Acquisition. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that all provisions of this Agreement applicable to the Company or the other Acquired Corporations shall be read and applied without giving any effect to the Datto Acquisition and all references to the "Company" or other "Acquired Corporations" herein shall mean the Company or such Acquired Corporation(s) but specifically excluding in all respects (a) any rights, liabilities, assets, properties, contracts, commitments, condition (financial or otherwise), actions or statements by or on behalf of, business, products or other features or attributes, in each case, to the extent related to, directly or indirectly, Datto or any of its current or former Affiliates, and (b) any effects, conditions or terms of or related to the Datto Acquisition. For the avoidance of doubt and without limiting the foregoing, the preceding exclusion of Datto and the Datto Acquisition shall apply to all of the representations and warranties in **SECTION 2** (including the related portions of the Disclosure Schedule), the Company Closing Certificate and the Secretary's Certificate and the calculation and measurement of all financial metrics hereunder (including, without limitation, Closing Date Cash, Closing Date Indebtedness, Closing Date Transaction Expenses, Closing Working Capital, including in each case, the components thereof).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DATTO, INC.

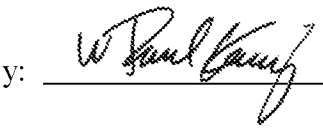
By: _____
Name: Austin McChord
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ASTEROID MERGER SUB, INC.

By: Michael Fass
Name: Michael Fass
Title: President and Chief Executive Officer

Shareholder Representative Services LLC,
solely in its capacity as the Securityholders'
Representative

By: 

Name: W. Paul Koenig

Title: Managing Director

Autotask Superior Holding, Inc.

By: 

Name: Mark Cattini

Title: Chief Executive Officer

DISCLOSURE SCHEDULE

October 24, 2017

This Disclosure Schedule (this "Disclosure Schedule") is provided in connection with that certain Agreement and Plan of Merger, dated as of October 24, 2017 (the "Agreement"), by and among **Datto, Inc.**, a Delaware corporation ("Parent"); **Asteroid Merger Sub, Inc.**, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"); **Autotask Superior Holding, Inc.**, a Delaware corporation (the "Company"); and **Shareholder Representative Services LLC**, as the Securityholders' Representative.

Capitalized terms used in this Disclosure Schedule and not defined herein shall have the meanings set forth in the Agreement, unless the context indicates otherwise.

This Disclosure Schedule has been arranged, for purposes of convenience only, as separate Parts corresponding to the subsections of Section 2 of the Agreement. The representations and warranties contained in Section 2 of the Agreement are subject to (a) the exceptions and disclosures set forth in the part of this Disclosure Schedule corresponding to the particular subsection of Section 2 of the Agreement in which such representation and warranty appears; (b) any exceptions or disclosures explicitly cross-referenced in such part of this Disclosure Schedule by reference to another part of this Disclosure Schedule; and (c) any exception or disclosure set forth in any other part of this Disclosure Schedule to the extent it is reasonably apparent on its face that such exception or disclosure is intended to qualify such representation and warranty. Except as provided in the Agreement, no reference to or disclosure of any item or other matter in this Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in this Disclosure Schedule. The information set forth in this Disclosure Schedule is disclosed solely for the purposes of the Agreement, and no information set forth herein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement. This Disclosure Schedule and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties and covenants of the Company contained in the Agreement. Matters reflected in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in this Disclosure Schedule.

SECTION 1.9

Closing Date Indebtedness; Loan Payoff

1. All principal and accrued interest outstanding and all other Obligations (as defined therein) in connection with the Credit Agreement, dated June 25, 2014 (as amended, the "Wells Fargo Facility"), between Autotask Holding, LLC, Autotask Corporation, and Wells Fargo Bank, National Association and the other Loan Documents (as defined therein).

2. All principal and accrued interest outstanding and all other Obligations (as defined therein) in connection with the Credit Agreement, dated July 29, 2015 (as amended, the "OCM Facility", together with the Wells Fargo Facility, the "Credit Facilities"), between Autotask Holding, LLC, Autotask Corporation, and OCM FIE, LLC and the other Loan Documents (as defined therein).

3. All amounts outstanding under the Global Master Lease and Financing Agreement, dated as of June 20, 2016, by and between Autotask Corporation and Hewlett Packard Financial Services Company (together with all schedules and exhibits thereto and related promissory notes, instruments and other documents, the "HP Agreements").

SECTION 2.2(c)

Subsidiaries

Subsidiary Name	Outstanding Shares of Capital Stock or Other Equity Securities	Jurisdiction of Formation
Autotask Holding, LLC	The Company is the sole member	Delaware
Autotask Corporation	Autotask Holding, LLC is the sole member	Delaware
SoonR, Inc.	1000 shares of common stock to Autotask Corporation	Delaware
Autotask Marketing, LLC	Autotask Corporation is the sole member	New York
Autotask International, Inc.	100 shares of common stock to Autotask Corporation	Delaware
Beijing Autotask Software Co. Ltd.	US$2.25 registered capital investment by Autotask Corporation	China
SoonR Denmark ApS	1,300 shares of DKK 100 each to SoonR, Inc.	Denmark
Autotask GmbH	25,000 shares in the nominal amount of EUR 1 - each to Autotask International, Inc.	Germany
Autotask (UK) Limited	1 ordinary share to Autotask International, Inc.	U.K.
Autotask Australia Pty Limited	100 ordinary shares to Autotask International, Inc.	Australia
Autotask International Holdings Ltd.	100 ordinary shares to Autotask International, Inc.	U.K.
CentraStage Limited	5,580,000 Founder Shares of £0.01 each, 3,746,684 Ordinary A Shares of £0.01 each, 815,000 Ordinary B Shares of £0.01 each, and 2,680,139 Ordinary C Shares of £0.01 each to Autotask International Holdings Ltd.	U.K.

SECTION 2.4(b)

Options, Warrants, Calls,

None.

SECTION 2.4(c)

Debt; Voting Trusts and Proxies

Stockholders Agreement, dated as of June 25, 2014, by and among Autotask Superior Holding, Inc., Vista Foundation Fund II, L.P., Vista Foundation Fund II-A, L.P., VFF II FAF, L.P., Vista Foundation Fund II Executive, L.P. and Vista Foundation Associates II, LLC (the "Stockholders Agreement").

SECTION 2.4(e)

Company Options

See attached.

Autotask Options Calculator

Options Overview - Output

Autotask Cap Table

$s in thousands, unless otherwise indicated

Name of Option Holder	Options Granted/ Outstanding	Time Based	Value Based	Exercise Price	Grant Date	Expiration Date for Termination Cancellations	Initial Vesting Date	Options Vested	Options Unvested/ Short Call
[redacted]									

SECTION 2.5

Non-Contravention; Consents

Part 2.5(c)

Default

1. The Credit Facilities.

Consent

1. Master Services Agreement between NEXTDC Limited and Autotask Australia Pty Ltd, dated January 23, 2017.

2. Public Sector Supply Agreement, dated as of April 24, 2017, between Softcat plc and Autotask Corporation.

Notice

1. Office Lease, dated as of July 9, 2014, by and between Park Center Plaza Investors, L.P. and Soonr, Inc.

2. OEM and Distribution Agreement between CentraStage Ltd. and Panda Security S.I., dated June 6, 2012, and the First Amendment thereto, dated April 1, 2015.

3. Commercial Savings Agreement between AT&T Services, Inc. and Soonr, Inc., dated December 9, 2009, as amended.

SECTION 2.7

Absence of Certain Changes

None.

SECTION 2.8

Title to Assets

1. Liens under the Credit Facilities.

2. Liens under the HP Agreements.

SECTION 2.10

Leased Real Property

1. Lease Agreement, dated as of May 25, 2006, as amended, by and between Greenbush Associates LLC and Autotask Corporation.

2. Office Lease, dated as of October 8, 2015, by and between KBS Woodfield Preserve, LLC, and Autotask Holding, LLC.

3. Lease Agreement, dated as of February 17, 2016, by and between Spaces Zuid As II B.V. and Autotask UK Limited.

4. Lease and Renewal Agreement, dated as of January 10, 2017, by and between Regus Management Group, LLC and Autotask Corporation.

5. Sublease, dated as of May, 2016, by and between Citrix Systems, Inc. and Autotask Corporation.

6. Office Lease, dated as of July 31, 2015, by and between 99 Summer Street LLC and Autotask Holding, LLC.

7. Lease, dated as of February 4, 2013, by and between Leicestershire County Council and Autotask (UK) Limited.

8. Lease, dated as of July 2, 2015, by and between Leicestershire County Council and Autotask (UK) Limited.

9. Lease, dated as of November 27, 2014, by and between Boardfence Limited and Autotask (UK) Limited.

10. Rental Contract, dated as of September 6, 2017, by and between Dingdian Technology Co. Ltd. and Beijing Autotask Software Co. Ltd.

11. Service Agreement, dated as of January 25, 2014, by and between Autotask GmbH and Workstyle GmbH.

12. Office Lease, dated as of July 9, 2014, by and between Park Center Plaza Investors, L.P. and Soonr, Inc.

13. Lejekontrakt, dated as of May 2, 2016, by and between PFA Ejendomme A/S and Soonr Denmark ApS.

14. Agreement for Lease, dated as of February 24, 2017, by and between Mirvac Capital Pty Limited as trustee for the Mirvac Pitt Street Trust and Autotask Australia Pty Limited.

15. i2 Office License Agreement, dated as of August, 16, 2017, by and between i2 Office Ltd and Autotask (UK) Limited.

16. License Agreement, dated as of June 22, 2017, as amended, by and between Highline Residential, LLC and Autotask.

SECTION 2.11

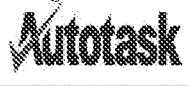
Intellectual Property

(a)(i)

Trademark Registrations and Applications

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Class(es)	Status	Current Owner of Record
AUTOTASK ENDPOINT MANAGEMENT	US	87061130 6/6/2016	5239616 7/11/2017	42	Registered 6-year Aff. of Use due 7/11/2023	Autotask Corporation
AUTOTASK WORKPLACE	US	86765644 9/23/2015	5016222 8/9/2016	9	Registered 6-year Aff. of Use due 8/9/2022	Autotask Corporation
METRICS THAT MATTER	US	87022555 5/3/2016	5100189 12/13/2016	9	Registered 6-year Aff. of Use due 12/13/2022	Autotask Corporation
SOONR	US	85739187 9/26/2012	4338520 5/21/2013	9	Registered 6-year Aff. of Use due 5/21/2019	Autotask Corporation
SOONR WORKPLACE	US	85739210 9/26/2012	4378944 8/6/2013	9, 42	Registered 6-year Aff. of Use due 8/6/2019	Autotask Corporation
AUTOTASK	US	78768189 12/7/2005	3253109 6/19/2007	42	Registered/Renewed Renewal due 6/19/2027	Autotask Corporation

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Class(es)	Status	Current Owner of Record
AUTOTASK	US	78768209 12/7/2005	3253110 6/19/2007	42	Registered/Renewed Renewal due 6/19/2027	Autotask Corporation
SOONR	US	78782592 12/29/2005	3244106 5/22/2007	42	Registered/Renewed Renewal due 5/22/2027	Autotask Corporation
WONRAY	Japan	2015-004301 1/20/2015	5766062 5/22/2015	12	Registered Renewal due 5/22/2025	SoonR
WRST	Japan	2015-004300 1/20/2015	5766061 5/22/2015	12	Registered Renewal due 5/22/2025	SoonR
METRICS THAT MATTER	International Register	—	1327723 10/25/2016	9	Registered Renewal due 10/25/2026	Autotask Corporation
SOONR	International Register	—	908470 6/29/2006	38, 42	Registered/Renewed Renewal due 6/29/2026	Autotask Corporation
SOONR	India	1467179 7/4/2006	----	42	Registered	SoonR, Inc.
AUTOTASK	Germany	30201407377 8.7 12/9/2014	3020140737 78 1/16/2015	9, 42, 45	Registered Renewal due 12/31/2024	Autotask Corp.
AUTOTASK	EU Trademark	13945324 4/13/2015	13945324 10/23/2015	9, 42, 45	Registered Renewal due 4/13/2025	Autotask Corporation

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Class(es)	Status	Current Owner of Record
AUTOTASK and Design 	EU Trademark	13943345 4/13/2015	13943345 10/29/2015	9, 42, 45	Registered Renewal due 4/13/2025	Autotask Corporation
AUTOTASK and Design 	EU Trademark	13943361 4/13/2015	13943361 10/23/2015	9, 42, 45	Registered Renewal due 4/13/2025	Autotask Corporation
SOONR	Canada	1598760 10/18/2012	TMA916155 10/7/2015	9, 42	Registered Renewal due 10/7/2030	SoonR, Inc.
SOONR WORKPLACE	Canada	1598759 10/18/2012	TMA919029 11/2/2015	9, 42	Registered Renewal due 11/2/2030	SoonR, Inc.

Patents and Patent Applications

Patent Family	Title	Country	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Exp. Date[1]	Priority/ Parent Patents	Inventors	Current Owner of Record
04	METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	US	11/238,838 9/29/2005 20070058596 3/15/2007	8116288 2/14/2012	Registered **Next fee payment:** 7.5 year fee window opens 2/14/2019; last day to pay 2/14/2020	12/26/2025	60/715,415	Martin Frid-Nielsen Menlo Park, CA Steven Ray Boye Vaerloese, (DK) Lars Gunnersen Hilleroed, (DK) Song Zun Huang Scotts Valley, CA	SoonR, Inc.

[1] Expiration dates are calculated expiration dates provided by the IFI Claims database, and include any patent term adjustments.

Patent Family	Title	Country	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Exp. Date[1]	Priority/ Parent Patents	Inventors	Current Owner of Record
04	METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	US	11/939,068 11/13/2007 20080139201 6/12/2008	7933254 4/26/2011	Registered **Next fee payment:** 7.5 year fee window opens 4/26/2018 ; last day to pay 4/26/2019	8/5/2027	11/238,838 60/715,415	Martin Frid-Nielsen Menlo Park, CA (US) Steven Ray Boye Vaerloese, (DK) Lars Gunnersen Hilleroed, (DK) Song Zun Huang Scotts Valley, CA (US)	SoonR, Inc.

Patent Family	Title	Country	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Exp. Date[1]	Priority/ Parent Patents	Inventors	Current Owner of Record
04	NETWORK ADAPTED FOR MOBILE DEVICES	US	12/833,616 7/9/2010 20100275110 10/28/2010	7899891 3/1/2011	Registered **Next fee payment:** 7.5 year fee window opens 3/1/2018; last day to pay 3/1/2019	9/29/2025	11/238,839 60/715,415	Martin Frid-Nielsen Menlo Park, CA (US) Steven Ray Boye Vaerloese, (DK) Lars Gunnersen Hilleroed, (DK) Song Zun Huang Scotts Valley, CA (US)	SoonR, Inc.

Patent Family	Title	Country	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Exp. Date[1]	Priority/ Parent Patents	Inventors	Current Owner of Record
04	NETWORK ADAPTED FOR MOBILE DEVICES	US	11/238,839 9/29/2005 20070058597 3/15/2007	7779069 8/17/2010	Registered **Next fee payment:** 7.5 year fee window opened 8/17/2017 ; last day to pay 8/17/2018	11/12/2027	60/715,415	Martin Frid-Nielsen Menlo Park, CA (US) Steven Ray Boye Vaerloese, (DK) Lars Gunnersen Hilleroed, (DK) Song Zun Huang Scotts Valley, CA (US)	SoonR, Inc.

Design Patents and Industrial Designs

Title	Country	Application No./ Filing Date	Registration No./ Registration Date	Status	Expiration Date	Designers	Current Owner of Record
SERVICE TICKET INTERFACE FOR DISPLAY SCREEN OF A COMMUNICATIONS TERMINAL	US	29/337,082 5/14/2009	D637603 5/10/2011	Registered	5/10/202	Robert L. Godgart East Greenbush, NY (US)	Autotask Corporation

Domain Names

Domain Name	Expiration Date	Registrant	Administrative Contact	Registrar
autotask.ch	Active	William Temple 21 Tech Valley Drive Suite 2 US-12061 East Greenbush United States	—	—
centrastage.org	2017-11-15	CentraStage Ltd Eaton Mews Badminton Court Amersham, GB HP7 0DD	CentraStage Ltd domains@centrastage.com	Gandi SAS
taskfire.com	2017-12-08	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
serviceboard.com	2017-12-26	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotaskacademy.com	2017-12-27	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
serviceboard.net	2017-12-27	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
aemcommunity.com	2018-02-18	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
buildmrr.com	2018-02-22	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
increasemrr.com	2018-02-22	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC

Domain Name	Expiration Date	Registrant	Administrative Contact	Registrar
managedrecurringrevenue.com	2018-02-22	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
managedrecurringrevenues.com	2018-02-22	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
monthlyrecurringrevenue.com	2018-02-22	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
monthlyrecurringrevenues.com	2018-02-22	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotaskgmbh.de	2018-03-04	Whois Agent Domain Protection Services, Inc. PO Box 1769 Denver, CO 80201	Whois Agent Domain Protection Services, Inc. itservicesoftware.com@protectedd domainservices.com	Name.com, Inc.
trustautotask.com	2018-03-15	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotaskcommunitylive.com	2018-03-27	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.biz	2018-04-03	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.asia	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	S McManus Safenames Ltd hostmaster@safenames.net	Network Solutions, LLC
autotask.br.com	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC

Domain Name	Expiration Date	Registrant	Administrative Contact	Registrar
autotask.de.com	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.eu.com	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.gb.net	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.info	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.jpn.com	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.lc	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.org	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.ru.com	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.uk.com	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.xxx	2018-04-04	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
taskfire.info	2018-04-09	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC

Domain Name	Expiration Date	Registrant	Administrative Contact	Registrar
autotaskextend.com	2018-05-12	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.com	2018-07-12	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.com.cn	2026-11-06	ename_hcwk4e61wr Beijing Odaidas Software Co., Ltd	poweremail@gmail.com	Xiamen Yi Ming Technology Co., Ltd
autotasknews.com	2019-07-30	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
centrastage.com	2018-08-02	CentraStage Ltd Eaton Mews Badminton Court Amersham, GB HP7 0DD	CentraStage Ltd domains@centrastage.com	Gandi SAS
autotask.it	2017-12-04	Niteflite Networxx GmbH Eugen-Friedl-Str. 6 Feldafing 82340 DE	Maximilian Pfister Niteflite Networxx GmbH	Tucows.com Co.
autotask.la	2018-04-04	—	—	Network Solutions, LLC
autotask.name	2018-04-04	—	—	Network Solutions, LLC
autotask.net.cn	2023-11-12	dfwj-1383902664 Beijing Odaidas Software Co., Ltd	jzhou@autotask.com	Beijing Oriental Netscape Information Technology Co., Ltd
autotask.nl	Active	—	—	Tucows.com Co.
autotaskworkplace.com	2019-11-30	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC

Domain Name	Expiration Date	Registrant	Administrative Contact	Registrar
autotaskworkplace.net	2019-11-30	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
centrastage.net	2018-08-04	CentraStage Ltd Eaton Mews Badminton Court Amersham, GB HP7 0DD	CentraStage Ltd domains@centrastage.com	Gandi SAS
autotask.mobi	2019-02-19	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.us	2019-02-19	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Brad Taylor Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.net	2019-03-05	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.net	2019-03-05	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotaskgroup.com	2019-03-12	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
aemknowledge.com	2019-04-15	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotaskgmbh.com	2019-05-21	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotaskpsa.com	2019-07-30	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC

Domain Name	Expiration Date	Registrant	Administrative Contact	Registrar
autotasksoftware.com	2019-07-30	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotask.co.uk	2019-08-03	Auto Task Group LLC 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	—	Register.com Inc.
autotasktest.com	2019-08-30	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
myclouddrive.com	2020-01-02	Soonr, Inc. 150 South Almaden Blvd, Suite 1050 San Jose, CA 95113	Soonr, Inc. hostmaster@soonr.com	Register.com, Inc.
soonr.com	2020-02-23	Soonr, Inc. 150 South Almaden Blvd, Suite 1050 San Jose, CA 95113	Soonr, Inc. hostmaster@soonr.com	Register.com, Inc.
autotaskstatus.com	2020-10-01	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC
autotaskstatus.net	2020-10-01	Autotask Corporation 26 Tech Valley Drive, Suite 2 East Greenbush, NY 12061	Autotask Corporation techit@autotask.com	Network Solutions, LLC

(a)(ii)

1. Autotask Endpoint Management
2. Autotask Workplace
3. Autotask Endpoint Backup
4. CSP Boss
5. Autotask Essentials (PSA)
6. Autotask Premium (PSA)
7. Autotask Ultimate (PSA)
8. Autotask QuickBooks Integration
9. Autotask MS Exchange Integration
10. Autotask LiveMobile
11. Autotask Opportunity Assessment
12. Basic Performance Dashboards
13. Advanced Performance Dashboards
14. Data Warehouse

(b)

1. OEM and Distribution Agreement between CentraStage Ltd. and Panda Security S.I., dated June 6, 2012, and the First Amendment thereto, dated April 1, 2015.
2. Commercial Services Agreement between SBC Internet Services, Inc. d/b/a AT&T Services, Inc. and Soonr, Inc., dated December 9, 2009, as amended.
3. Reseller Agreement for Webhosted Solution between Soonr Inc. and Ricoh USA, LLC, dated September 16, 2011 as amended.

(c)

1. The Company was contacted by non-practicing entity Orostream LLC, which filed litigation in the Eastern District of Texas. The parties entered into a Settlement Agreement on July 17, 2017, under which the Company was granted a non-exclusive license to certain Orostream patents. The parties entered into mutual covenants not to sue, and the Company paid Orostream a flat sum. The case was dismissed with prejudice on July 21, 2017.

(d)

1. In September 2017, Autotask filed a Trademark Opposition in China Trademark: "Auto Task" in class 42 in the name of AUTOTASK CORPORATION with the China Trademark Office (CTMO).

(e)

1. Zuora, Inc. Master Subscription Agreement
2. Order form between Autotask Corporation and Zuora, Inc., dated as of September 26, 2017.
3. Order form between Autotask Corporation and Zuora, Inc., dated as of September 17, 2005.
4. Settlement and Non-Exclusive Patent License Agreement between Autotask Corporation and Orostream LLC, dated as of July 17, 2017.
5. Linkedin Order Form between Autotask Corporation and Linkedin, dated June 10, 2016.
6. Akamai Services Order Form between Autotask Corporation and Akamai Technologies, Inc., dated October 26, 2016.
7. Engineering and Distribution Agreement between Splashtop Inc. and CentraStage Ltd., dated August 7, 2014, as amended.

(f)

1. OEM and Distribution Agreement between CentraStage Ltd. and Panda Security S.I., dated June 6, 2012, and the First Amendment thereto, dated April 1, 2015.
2. Engineering and Distribution Agreement between Splashtop Inc. and CentraStage Ltd., dated August 7, 2014, as amended.
3. Commercial Services Agreement between SBC Internet Services, Inc. d/b/a AT&T Services, Inc. and Soonr, Inc., dated December 9, 2009, as amended.
4. Reseller Agreement for Webhosted Solution between Soonr Inc. and Ricoh USA, LLC, dated September 16, 2011 as amended.

(g)

1. In 2016, a sales employee gained access to create several administrative level accounts in Autotask internal systems in order to reassign sales leads to herself. Evidence of such activity was pulled from log files and the employee was terminated. No customer data was compromised. Evidence was turned over to the FBI, who is pursuing the case actively in cooperation with the US Attorney's office.

SECTION 2.12(a)

Material Contracts

(i)

1. Lease Agreement, dated as of May 25, 2006, as amended, by and between Greenbush Associates LLC and Autotask Corporation.

2. Lease, dated as of February 4, 2013, by and between Leicestershire County Council and Autotask (UK) Limited.

3. Lease, dated as of July 2, 2015, by and between Leicestershire County Council and Autotask (UK) Limited.

(ii)

1. Securities Purchase Agreement, dated September 8, 2014, by and among the stockholders of Centrastage Limited listed on the signature pages thereto, Christian Nagele, as the stockholder representative, and Autotask Superior Holding, Inc.

2. Agreement and Plan of Merger, dated July 8, 2015, by and among Autotask Corporation, Stillwater Merger Sub, Inc., SoonR, Inc., the stockholders of SoonR, Inc. listed on the signature pages thereto, and HighBAR Partners II, L.P as the equityholders' representative.

(iii)

1. The Wells Fargo Facility and related Loan Documents (as defined therein).

2. The OCM Facility and related Loan Documents (as defined therein).

3. The HP Agreement.

(iv)

None.

(v)

1. Public Sector Supply Agreement, dated as of April 24, 2017, between Softcat plc and Autotask Corporation.

2. Web Application Services Hosting Agreement between Autotask, Inc. and NHS NELCSU, dated March 29, 2016.

3. Purchase Order No. PON2013983 between Autotask, Inc. and Softcat Ltd, dated August 2, 2017.

4. Order Form between Autotask, Inc. and NHS NELCSU, dated March 29, 2017

5. Purchase Order No. PORD2250141 between CentraStage and North East London NHS Foundation Trust, dated February 29, 2016.

6. Order Form - License Agreement for Autotask End Point Management (AEM) for South East CSU between Autotask, Inc. and South East CSU, dated January 9, 2017.

7. Order Form between Autotask, Inc. and CT - Portsmouth Hospitals NHS Trust, dated May 31, 2016.

8. Order Form between Autotask, Inc. and NHS South Devon & Torbay CCG, dated May 24, 2017.

(vi)

None.

(vii)

None.

(viii)

1. AWS Customer Agreement between Amazon Web Services, Inc. and Autotask Corporation.

2. Autotask Sungard Data Centre Hosting Quote between Autotask Corporation and TAG Solutions, LLC, dated February 5, 2016.

3. Sungard Services Agreement between Autotask Corporation and TAG Solutions, LLC, dated February 4, 2016, and the Addendum thereto, dated July 21, 2016.

4. Sungard Services Agreement between Autotask Corporation and TAG Solutions, LLC, dated April 29, 2015, the Services Addendum thereto, dated July 16, 2015, and the Addendum to Schedule Number 3005502300 thereto, dated June 29, 2016.

5. Akamai Services Order Form between Autotask Corporation and Akamai Technologies, Inc., dated October 26, 2016.

6. Service Order between Level 3 Communications, LLC and Autotask Corporation, dated June 1, 2016.

7. Service Modification Order Form between Level 3 Communications, LLC and Autotask Corporation, dated September 22, 2015, modifying the Service Order between the same parties dated September 17, 2015.

8. Service Order between Level 3 Communications, LLC and Autotask Corporation, dated February 10, 2015.

9. Service Order between Level 3 Communications, LLC and Autotask Corporation, dated April 3, 2013.

10. Service Order Form between Soonr Inc. and Zayo Group, LLC, dated September 22, 2015.

11. Master Services Agreement between NEXTDC Limited and Autotask Australia Pty Ltd, dated January 23, 2017, and the Service Order of the same date.

12. Order Form between SoonR, Inc. and CoreSite, LLC, dated March 14, 2016.

13. Kontrakt between SoonR Denmark ApS and Nianet A/S, dated September 14, 2017.

14. Kontrakt between SoonR Denmark ApS and Nianet A/S, dated August 29, 2016.

15. Kontrakt between SoonR Denmark ApS and Nianet A/S, dated July 20, 2016.

16. Co-location and Bandwidth Services Contract between Peer 1 Network Enterprises, Inc. and Soonr Inc., dated October 29, 2013, and Orders #183519 and #199969 thereto.

17. Co-location and Bandwidth Services Contract between Peer 1 Network Enterprises, Inc. and Soonr Inc., dated January 14, 2012.

18. Virtutel Service Order Form between Autotask Australia Pty Limited and Virtutel Pty Ltd, dated June 22, 2017, and Confidentiality and Non-Disclosure Agreement between the same parties and on the same date.

19. IP Lease Agreement between Jelly Digital LLC and Autotask Corporation, dated January 13, 2017.

(ix)

1. Software Development Agreement between Autotask Corporation and Draytus Limited, dated June 30, 2017.

2. Frame Contract between Foundation S.R.O. and SoonR Inc., dated January 1, 2006.

(x)

1. Software Development Agreement between Autotask Corporation and Draytus Limited, dated June 30, 2017.

2. Frame Contract between Foundation S.R.O. and SoonR Inc., dated January 1, 2006.

(xi)

1. Contract of Employment between Autotask (UK) Limited and Mark Banfield, dated June 16, 2014.

2. Employment Agreement between Autotask Corporation and Patrick Burns, dated June 5, 2014.

3. Employment Agreement between Autotask Corporation and Mark Cattini, dated June 4, 2014.

4. Employment Agreement between Autotask Corporation and Leonard DiCostanzo, dated June 18, 2014.

5. Employment Agreement between Autotask Corporation and Elmer Lai, dated October 24, 2014.

6. Employment Agreement between Autotask Corporation and Gary Martini, dated June 8, 2014.

7. Contract of Employment between Autotask (UK) Limited and Christian Nagele, dated September 1, 2014.

8. Employment Agreement between Autotask Corporation and Scott Opiela, dated June 8, 2014.

9. Employment Agreement between Autotask Corporation and Thomas Osborn, dated June 8, 2014.

10. Employment Agreement between Autotask Corporation and Adam Stewart, dated June 8, 2014.

11. Contract of Employment between Autotask (UK) Limited and Ian van Reenen, dated August 29, 2014.

12. Employment Agreement between Autotask Corporation and Kevin Donovan, dated June 8, 2014.

13. Agreement between Autotask (UK) Limited and Amberes Limited, dated August 3, 2017.

14. Software Development Agreement between Autotask Corporation and Draytus Limited, dated June 30, 2017.

15. Frame Contract between Foundation S.R.O. and SoonR Inc., dated January 1, 2006.

16. Programming Service Agreement between TulaSoft, LLC and Autotask, Inc., dated December 1, 2012.

(xii)

1. Transaction Bonus Agreement between Autotask Superior Holding, Inc. and Sonny Hansen, dated September 16, 2015.

2. Transaction Bonus Agreement between Autotask Superior Holding, Inc. and Simun Jacobsen, dated September 16, 2015.

3. Transaction Bonus Agreement between Autotask Superior Holding, Inc. and Claus Jeppesen, dated September 16, 2015.

4. Transaction Bonus Agreement between Autotask Superior Holding, Inc. and Peter Stibrany, dated September 16, 2015.

5. Transaction Bonus Agreement between Autotask Superior Holding, Inc. and Peter Strand, dated September 16, 2015.

6. Transaction Bonus Agreement between Autotask Superior Holding, Inc. and Kurt Hansen, dated September 16, 2015.

(xiii)

None.

(xiv)

1. Commercial Services Agreement between SBC Internet Services, Inc. d/b/a AT&T Services, Inc. and Soonr, Inc., dated December 9, 2009, as amended.

2. OEM and Distribution Agreement between CentraStage Ltd. and Panda Security S.I., dated June 6, 2012, and the First Amendment thereto, dated April 1, 2015.

3. Web Application Services Hosting Agreement between Autotask, Inc. and Prius Corporation, dated January 29, 2016.

4. Web Application Services Hosting Agreement between Autotask, Inc. and Computer Concepts Ltd., effective as of January 1, 2016.

5. Web Application Services Hosting Agreement between Autotask, Inc. and HiberniaEvros Technology Group, dated December 22, 2016.

6. Web Application Services Hosting Agreement between Autotask, Inc. and HiberniaEvros Technology Group, dated January 31, 2013.

7. Web Application Services Hosting Agreement between Autotask, Inc. and IT Lab, dated October 30, 2015.

8. Web Application Services Hosting Agreement between Autotask, Inc. and NHS NELCSU, dated March 29, 2016.

9. Purchase Order No. PON2013983 between Autotask, Inc. and Softcat Ltd, dated August 2, 2017.

10. Order Form between Autotask, Inc. and NHS NELCSU, dated March 29, 2017

11. Web Application Services Hosting Agreement between Autotask, Inc. and Synoptek, dated July 31, 2017.

12. Web Application Services Hosting Agreement between Autotask, Inc. and Technology Services Group, dated August 20, 2015.

13. Web Application Services Hosting Agreement between Autotask, Inc. and Uniguest, dated July 15, 2016.

14. Web Application Services Hosting Agreement between Autotask, Inc. and CSI Technology Services, dated March 28, 2016.

15. Web Application Services Hosting Agreement between Autotask, Inc. and Mirus IT Solutions, dated December 31, 2014.

16. Web Application Services and Hosting Agreement 2.0 between Autotask Corporation and Mirus IT Solutions.

17. Web Application Services Hosting Agreement between Autotask, Inc. and Circle IT., dated April 28, 2015.

18. Soonr, Inc. Web Application Services and Hosting Agreement between Soonr, Inc. and Circle IT, dated July 29, 2015.

19. Web Application Services Hosting Agreement between Autotask, Inc. and Circle IT., dated April 1, 2015.

20. Web Application Services Hosting Agreement between Autotask, Inc. and GCI Com, dated June 1, 2012.

21. Web Application Services Hosting Agreement between Autotask, Inc. and GCI, dated May 26, 2016.

22. Web Application Services Hosting Agreement between Autotask, Inc. and Konica Minolta Healthcare Americas, Inc., dated August 28, 2017.

23. CentraStage Remote Monitoring and Management Agreement between CentraStage Limited and RX Systems Limited, dated July 12, 2012, and the addendum thereto, dated July 27, 2016.

24. Web Application Services Hosting Agreement between Autotask, Inc. and Raley's, dated May 31, 2016.

25. Web Application Services Hosting Agreement between Autotask, Inc. and CAE Technology Services Ltd, dated November 30, 2016.

26. Web Application Services Hosting Agreement between Autotask, Inc. and Nitec Solutions, Ltd, dated June 30, 2015.

27. Web Application Services Hosting Agreement between Autotask, Inc. and Nitec, dated December 23, 2015.

28. Purchase Order No. PORD2250141 between CentraStage and North East London NHS Foundation Trust, dated February 29, 2016.

29. Web Application Services Hosting Agreement between Autotask, Inc. and PeopleWare ICT Solutions B.V., dated April 29, 2016.

30. Accord d'Hébergement Web des Services, between Autotask, Inc. and NAVISO, dated December 19, 2016.

31. Web Application Services Hosting Agreement between Autotask, Inc. and CBE Ltd, dated November 24, 2016.

32. Software Development Agreement between Autotask Corporation and Draytus Limited, dated June 30, 2017.

33. Engagement Letter between Autotask Corporation and Grant Thornton LLP, dated November 14, 2016.

34. Engagement Letter between Autotask Corporation and Grant Thornton LLP, dated September 15, 2017.

35. Order Form between Zuora Inc. and Autotask Corporation, dated September 17, 2015.

36. AWS Customer Agreement between Amazon Web Services, Inc. and Autotask Corporation.

37. Autotask Sungard Data Centre Hosting Quote between Autotask Corporation and TAG Solutions, LLC, dated February 5, 2016.

38. Akamai Services Order Form between Autotask Corporation and Akamai Technologies, Inc., dated October 26, 2016.

39. Incentive Travel Contract between Autotask Corporation and Spear One Productions, dated January 27, 2016.

40. Incentive Travel Contract between Autotask Corporation and Spear One Productions, dated June 9, 2017.

41. WebEx Services Order Form between Autotask Corporation and Cisco WebEx LLC, dated October 7, 2015.

42. LinkedIn Order Form between Autotask Corporation and LinkedIn Corporation, dated June 10, 2016.

43. LinkedIn Order Form between Autotask Corporation and LinkedIn Corporation, effective as of June 11, 2017.

44. Engineering and Distribution Agreement between Splashtop Inc. and CentraStage Ltd., dated August 7, 2014, as amended.

45. Group Health Care Contract between Healthnow New York Inc. and Autotask Corporation, dated as of January 1, 2017.

46. Agreement between Autotask Corporation and The Guardian Life Insurance Company of America, dated November 18, 2015.

47. Service Order between Level 3 Communications, LLC and Autotask Corporation, dated June 1, 2016.

48. Service Modification Order Form between Level 3 Communications, LLC and Autotask Corporation, dated September 22, 2015, modifying the Service Order between the same parties dated September 17, 2015.

49. Service Order between Level 3 Communications, LLC and Autotask Corporation, dated February 10, 2015.

50. Service Order between Level 3 Communications, LLC and Autotask Corporation, dated April 3, 2013.

(xv)

None.

SECTION 2.12(b)

Material Contracts

None.

SECTION 2.14

Compliance with Laws.

Section 2.11(g) is hereby incorporated by reference in its entirety.

SECTION 2.17

Company Plans; 280G Parachute Payment

(a)

1. Autotask Corporation 401(k) Plan
2. Autotask Corporation Welfare Benefits Plan, including:
   (i) Medical insurance through BlueShield of Northeastern New York
   (ii) Health Savings Accounts
   (iii) Basic Life, Optional Life, Dental, Long Term Disability, Short Term Disability, Vision and Basic and Voluntary Accidental Death and Dismemberment insurance through Guardian
   (iv) Employee Assistance Program through ESI Emplloyee Assistance Group
   (v) Business Travel Accident insurance through Zurich American Insurance Company
3. Business Travel Accident, Death & Dismemberment insurance through Continental Insurance Company
4. Autotask Corporation Section 125 Cafeteria Plan
5. The benefits and compensation policies described in the AUTOTASK Benefits Guide US Employees (effective January 1, 2017)
6. The benefits and compensation policies described in the Autotask Employee Handbook (US)
7. Group Personal Pension Plan (defined contribution plan) (UK)
8. The benefits and compensation policies described in the Autotask UK Limited Employment Handbook (Last Updated: 29 June 2017)
9. Private Medical and Dental Insurance through BUPA (UK)
10. Vision Reimbursement Benefit (UK)
11. Life Insurance through Ellipse (UK)
12. Pension Plan (defined contribution plan) (Netherlands)
13. Sickness Insurance through Nedasco (Netherlands)
14. Vision Reimbursement Benefit (Netherlands)
15. Life Insurance through Ellipse (Netherlands)
16. Vision Reimbursement Benefit (Germany)
17. Life Insurance through Ellipse (Germany)
18. Pension Plan (defined contribution plan) (Denmark)

19. Vision Reimbursement Benefit (Denmark)

20. Life Insurance through Ellipse (Denmark)

21. Autotask 2017 Corporate Bonus Program

22. Autotask 2017 Corporate Bonus Program - Executive

23. Autotask 2017 Sales Commission Plan

24. Autotask Superior Holding, Inc. 2014 Stock Option Plan

25. Option Agreements issued under the Autotask Superior Holding, Inc. 2014 Stock Option Plan

26. Section 2.12(a)(xi) is hereby incorporated by reference in its entirety.

27. Section 2.12(a)(xii) is hereby incorporated by reference in its entirety.

(c)

In connection with the payments to be made at Closing, the Company intends to obtain 280G waivers from the following "disqualified individual" (as defined in Section 280G of the Code and the regulations thereunder) in accordance with Section 5.1(c) of the Agreement:

1. Pat Burns

2. Elmer Lai

(f)

None.

(g)

None.

(h)

First	Last	Termination Date	Office
Davoodi	Saman	07/20/2017	UK - Richmond
Hannibal	Jonathan	07/20/2017	US - East Greenbush, NY
Leone	William	07/21/2017	US - Chicago, IL
Englisch	Mona	07/24/2017	DE - Germany
Drum	Richard	07/27/2017	US - East Greenbush, NY
Smith	Max	07/27/2017	US - Los Angeles, CA
Hillcoat	Sean	07/31/2017	UK - Manchester
Streeter	Stirling	07/31/2017	AU - Sydney
Vandendael	Anouk	07/31/2017	NL - Amsterdam
Wong	Peter	08/01/2017	UK - Richmond
Holyoake	Samuel	08/02/2017	UK - Richmond
Polwatte Gedera	Suda	08/02/2017	NL - Amsterdam
Donnelly	Janis	08/07/2017	NL - Amsterdam
Williams	Sheiliesh	08/08/2017	US - East Greenbush, NY
Katanchian	Jonathan	08/09/2017	UK - Richmond

Shanmugaratnam	Raajini	08/11/2017	UK - Richmond
Marcelo	Juan	08/14/2017	US - San Jose - Autotask
Mongaras	Monica	08/15/2017	US - Dallas, TX
Rubin	Annette	08/17/2017	US - East Greenbush, NY
DiCostanzo	Brandon	08/18/2017	US - East Greenbush, NY
Lawrence	Madison	08/18/2017	US - East Greenbush, NY
Pelletier	Stacy	08/18/2017	US - East Greenbush, NY
Fabb	Martin	08/21/2017	UK - Richmond
Vo	Dung	08/30/2017	US - San Jose - Autotask
Dulak	Marcin	08/31/2017	DK - Denmark
Holloway	Kristie	08/31/2017	UK - Richmond
Arnold	Hannah	09/01/2017	UK - Richmond
Sun	Sitong	09/01/2017	CH - Beijing
Coke	Joshua	09/05/2017	US - Los Angeles, CA
Viinikkala	Juha	09/06/2017	UK - Richmond
Power	Lee	09/08/2017	UK - Manchester
Antini	Jessica	09/14/2017	US - East Greenbush, NY
Manly	Gregory	09/14/2017	US - San Jose - Autotask
Lal	Anisha	09/15/2017	UK - Richmond
Jarrah	Amer	09/22/2017	US - San Jose - Soonr
Poblete	Laura	09/22/2017	UK - Richmond
To	Christopher	09/22/2017	US - San Jose - Autotask
Valentine	Morgan	09/22/2017	US - San Jose - Autotask
Magee	Jared	09/26/2017	US - East Greenbush, NY
Marin	Yoni	09/26/2017	US - Los Angeles, CA
Mills	Scott	09/27/2017	NL - Amsterdam
Barber	David	09/29/2017	NL - Amsterdam
Waters	Brian	10/03/2017	US - Dallas, TX
Ahmed	Mohamed	10/05/2017	UK - Richmond
Hughes	Michael	10/05/2017	UK - Richmond
Kaufman	Harriet	10/06/2017	UK - Manchester
Meek-O'Connor	Innes	10/10/2017	UK - Richmond
Richardson	Kenneth	10/10/2017	US - Chicago, IL
Lewis	Ezra	10/12/2017	UK - Richmond

SECTION 2.19

Insurance Policies

Domestic Package – Property
CNA – National Fire Insurance Company of Hartford
Policy No. 6016940659

Limit of Liability	
$4,869,000	Blanket Personal Property
$2,000,000	Blanket Business Income and Extra Expense
$6,869,000	Earthquake Sprinkler Leakage (Subject to Limit Scheduled at Each Location)

Foreign Package – Property
CNA – The Continental Insurance Company
Policy No. WP 58 256 8750

Limit of Liability	
$2,074,776	Blanket Personal Property
$1,000,000	Blanket Business Income – Values
$2,074,776	Blanket Earthquake Sprinkler Leakage Personal Property
$1,000,000	Blanket Earthquake Sprinkler Leakage Business Income
$250,000	Earthquake
$250,000	Flood

Foreign Package – General Liability
CNA – The Continental Insurance Company
Policy No. WP 58 256 8750

Limit of Liability	
$1,000,000	Each Occurrence
$1,000,000	Personal & Advertising Injury
$50,000	Medical Expense - Any One Person
$1,000,000	Damage to Premises Rented to You
$2,000,000	Products / Completed Operations Aggregate
$2,000,000	General Aggregate
$2,000,000	Personal & Advertising Injury Aggregate

Foreign Package – General Liability
CNA – The Continental Insurance Company
Policy No. WP 58 256 8750

Limit of Liability	
$1,000,000	Each Occurrence
$1,000,000	Personal & Advertising Injury
$50,000	Medical Expense - Any One Person
$1,000,000	Damage to Premises Rented to You
$2,000,000	Products / Completed Operations Aggregate
$2,000,000	General Aggregate
$2,000,000	Personal & Advertising Injury Aggregate

Domestic Automobile Liability
CNA – National Fire Insurance Company of Hartford
Policy No. 6016940645

Limit of Liability	
$1,000,000	Liability - Hired and Non-Owned Autos (Symbol 8, 9)
Lesser of ACV or Cost of Repair	Physical Damage - Comprehensive & Collision (Symbol 8)
$100	Comprehensive Deductible - Hired Autos (Symbol 8)
$1,000	Collision Deductible - Hired Autos (Symbol 8)

Foreign Package – Automobile DIC / Excess Liability
CNA – The Continental Insurance Company
Policy No. WP 58 256 8750

Limit of Liability	
$1,000,000	Bodily Injury / Property Damage Liability
$10,000	Auto Medical Expense - Each Person
$50,000	Auto Medical Expense - Each Accident
$25,000	Hired & Non-Owned Automobile Physical Damage - Any One Accident
$50,000	Hired & Non-Owned Automobile Physical Damage - Any One Policy Period
$5,000	Retained Limit

Workers' Compensation – AOS
CNA – The Continental Insurance Company
Policy No. 6016940631

Limit of Liability	
Statutory	Workers' Compensation
Employers Liability:	
$1,000,000	Bodily Injury by Accident - Each Accident
$1,000,000	Bodily Injury by Disease - Policy Limit
$1,000,000	Bodily Injury by Disease - Each Employee

Foreign Package – Voluntary Workers' Compensation & Employers Liability
CNA – The Continental Insurance Company
Policy No. WP 58 256 8750

Limit of Liability	
State of Hire Benefits	US / Canadian Employees
Country of Origin Benefits	Third Country National Employees
Employers Liability	Local National Employees

Employers Liability:

$1,000,000	Bodily Injury by Accident - Each Accident
$1,000,000	Bodily Injury by Disease - Policy Limit
$1,000,000	Bodily Injury by Disease - Each Employee

Workers' Compensation – CA
CNA – The Continental Insurance Company
Policy No. 6016940628

Limit of Liability	
Statutory	Workers' Compensation

Employers Liability:

$1,000,000	Bodily Injury by Accident - Each Accident
$1,000,000	Bodily Injury by Disease - Policy Limit
$1,000,000	Bodily Injury by Disease - Each Employee

Foreign Package – Business Travel Accident, Death & Dismemberment
CNA – The Continental Insurance Company
Policy No. WP 58 256 8750

Principal Sum	
$100,000	Broad Business Trip
$25,000	Spouse Coverage While on Business or Relocation Trip
$10,000	Dependent Coverage While on Business or Relocation Trip
$10,000	Medical Expense Accident
$500,000	Aggregate Limit of Indemnity - Per Accident

Umbrella
CNA – Continental Insurance Company
Policy No. 6016940614

Limit of Liability	
$10,000,000	Each Incident
$10,000,000	Aggregate
$10,000,000	Policy Aggregate
$10,000,000	Aggregate Products / Completed Operations Hazard
$300,000	Crisis Management Expenses Aggregate
$100,000	Key Employee Replacement Expenses Aggregate
$0	Insured Retention

Foreign Package – Kidnap and Ransom / Wrongful Detention
CNA – The Continental Insurance Company
Policy No. WP 58 256 8750

Limit of Liability	
$250,000	Each Occurrence
$250,000	Total Policy Aggregate

Errors & Omissions / Cyber Liability
CNA – Columbia Casualty Company
Policy No. 596592384

Limit of Liability	
$5,000,000	Technology and Professional Liability
$5,000,000	Media Liability
$5,000,000	Network Security Liability
$5,000,000	Privacy Injury Liability
$5,000,000	Privacy Regulation Proceeding
$5,000,000	Privacy Regulation Fines
$5,000,000	Privacy Event Expense
$5,000,000	Extortion Demand
$5,000,000	Privacy Regulation Investigation
$5,000,000	Business Interruption & Extra Expense

Management Liability Chubb – Westchester Fire Insurance Company Policy No. G25108826 003	
Directors & Officers Coverage:	
Limit of Liability	
$4,000,000	Aggregate For All Loss
$4,000,000	Maximum Aggregate
Employment Practices Coverage:	
Limit of Liability	
$1,000,000	Aggregate For All Loss
$1,000,000	Maximum Aggregate
Fiduciary Coverage:	
Limit of Liability	
$1,000,000	Maximum Aggregate
Crime Coverage	
Limit of Liability	
$1,000,000	Employee Theft
$1,000,000	Employee Benefit Plan
$1,000,000	Forgery or Alteration
$1,000,000	Inside The Premises - Theft of Money and Securities
$1,000,000	Inside The Premises - Robbery or Safe Burglary of Other Property
$1,000,000	Outside The Premises
$1,000,000	Computer Fraud
$1,000,000	Funds Transfer Fraud
$1,000,000	Money Orders and Counterfeit Money

SECTION 2.21

Required Company Stockholder Vote

95%.

SECTION 2.22

Financial Advisor

Engagement Letter, dated as of March 16, 2017, by and between Autotask Corporation and Atlas Technology Group LLC.

SECTION 2.23

Related Party Transactions

1. The Stockholders Agreement.

2. Stock Subscription Agreement by and among Autotask Superior Holding, Inc., Vista Foundation Fund II, L.P., Vista Foundation Fund II-A, L.P., VFF II FAF, L.P., Vista Foundation Fund II Executive, L.P. and Vista Foundation Associates II, LLC

3. Management Agreement, dated June 25, 2014, between Vista Equity Partners III, LLC, Autotask Superior Holding, Inc., Autotask Holding, LLC, and Autotask Corporation.

SECTION 2.24

Customers and Suppliers

(a)

Fiscal year ended December 31, 2016

#	Customer	Annualized Recurring Revenue ($)
[redacted]		

Six-month period ended June 30, 2017

#	Customer	Annualized Recurring Revenue ($)
[redacted]		

[redacted]

In August 2017, Cardiff University - Circle IT cancelled its sixteen month contract, signed December 2016.

(b)

Fiscal year ended December 31, 2016

#	Supplier	FY2016 Spend ($)
[redacted]		

Six-month period ended June 30, 2017

#	Supplier	6/30/17 YTD Spend ($)
[redacted]		

SECTION 4.2

Conduct of Business of the Company

None.

SECTION 5.2

Foreign Authorities

Antitrust filings in Austria.

SECTION 6.13

Termination of Certain Agreements

1. Management Agreement, dated June 25, 2014, between Vista Equity Partners III, LLC, Autotask Superior Holding, Inc., Autotask Holding, LLC, and Autotask Corporation.