

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACCUDATA, INC. DBA ACCUDATA TECHNOLOGIES, INC. AKA ACCUDATA TECHNOLOGIES	09/26/2019
RECEIVING PARTY DATA	
Name:	FIRST ORION CORP., AKA FIRST ORION CORP. D/B/A PRIVACYSTAR
Street Address:	500 PRESIDENT CLINTON AVE.
Internal Address:	STE. 215
City:	LITTLE ROCK
State/Country:	ARKANSAS
Postal Code:	72201-1786
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16224560
Application Number:	16379736
Application Number:	16533684
Application Number:	16551624
Application Number:	16552811
Application Number:	16559454
CORRESPONDENCE DATA	
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<i>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.</i>	
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ATTORNEY DOCKET NUMBER:	ACCUDATA TO FIRST ORION
NAME OF SUBMITTER:	RAFFI GOSTANIAN
SIGNATURE:	/Raffi Gostanian/

09/29/2019

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CONFIRMATORY ASSIGNMENT

Effective Date: December 31, 2014

WHEREAS, ACCUDATA, INC. dba ACCUDATA TECHNOLOGIES, INC. aka ACCUDATA TECHNOLOGIES, a Delaware corporation, having a place of business at 500 President Clinton Ave., Ste. 215, Little Rock, Arkansas 72201-1786 (hereinafter referred to as the "Assignor"), owns the entire right, title and interest in and to the patents, patent applications and trademark listed in Exhibit A attached hereto.

WHEREAS, FIRST ORION CORP., aka FIRST ORION CORP. d/b/a PrivacyStar, a Delaware corporation, having a place of business at 500 President Clinton Ave., Ste. 215, Little Rock, Arkansas 72201-1786 (hereinafter referred to as the "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the aforesaid patents, patent applications and trademark listed in Exhibit A, supported by the 2014 purchase agreement dated December 31, 2014 attached hereto as Exhibit B, and to all related intellectual property; and

WHEREAS, Assignor and Assignee are desirous of confirming the assignment for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and delivers unto Assignee, as of the effective date listed herein, the entire right, title and interest in and to the aforesaid patents, patent applications and trademark and to all reissues and reexaminations thereof, as well as the underlying invention(s) and all improvements thereto as of the earliest date listed below, and all continuations, continuations in part, divisionals and further or other proceedings of any kind whatsoever embodied in, related to or associated with the aforesaid patents, patent applications and trademark. Assignor also sells, transfers, assigns and delivers unto Assignee all rights to damages or profits, due or accrued, arising out of past infringement of the aforesaid patents, patent applications and trademark and the right to sue for and recover the same in Assignee's own name. Assignor hereby agrees to cooperate with Assignee hereunder in all such legal actions by Assignee but at Assignee's expense.

Assignor hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements in conflict therewith.

In Witness Whereof, Seller has caused this Assignment to be executed by is duly authorized representative.

ACCUDATA, INC. dba ACCUDATA
TECHNOLOGIES, INC. aka ACCUDATA
TECHNOLOGIES

By: Jefferson D. Stelmacher
Name: Jefferson D. Stelmacher
Title: President
Date: 9/26/2019

FIRST ORION CORP.,
aka FIRST ORION CORP. d/b/a PrivacyStar

By: Jefferson D. Stelmacher
Name: Jefferson D. Stelmacher
Title: President
Date: 9/26/2019

Exhibit A

**ACCUDATA, INC. dba ACCUDATA TECHNOLOGIES, INC.
aka ACCUDATA TECHNOLOGIES
to FIRST ORION CORP., aka FIRST ORION CORP. d/b/a PrivacyStar**

Status	Type	Title	Appl No.	Pat No.
Issued	Patent	IP-ENABLED INFORMATION DELIVERY	11/974,944	8,488,754
Issued	Patent	PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	11/974,983	8,625,762
Issued	Patent	METHOD AND SYSTEM FOR PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	12/070,364	8,879,702
Issued	Patent	INFORMATION PROVIDED TO PARENT REGARDING A CALLED FOR CHILD PROTECTION	12/890,804	8,447,018
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	12/890,829	8,548,140
Issued	Patent	DELIVERING ADDITIONAL INFORMATION TO RECEIVING PARTIES FOR TEXT MESSAGING BASED CALLER ID	12/890,864	8,811,575
Issued	Patent	INFORMATION PROVIDED TO PARENT REGARDING A CALLED FOR CHILD PROTECTION	13/859,918	9,036,797
Pending	Patent	PROVIDING AUDIO CONTENT TO A DEVICE	13/887,810	
Issued	Patent	IP-ENABLED INFORMATION DELIVERY	13/939,782	9,125,033
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	14/013,466	8,861,697
Issued	Patent	PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	14/136,213	9,106,743
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	14/315,618	9,008,292
Issued	Patent	DELIVERING ADDITIONAL INFORMATION TO RECEIVING PARTIES FOR TEXT MESSAGING BASED CALLER ID	14/458,531	9,253,315
Issued	Patent	PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	14/531,651	9,197,740
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	14/685,915	9,497,306
Issued	Patent	INFORMATION PROVIDED TO PARENT REGARDING A CALLED FOR CHILD PROTECTION	14/691,973	9,392,107
Issued	Patent	PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	14/791,456	9,350,855
Issued	Patent	IP-ENABLED INFORMATION DELIVERY	14/838,752	9,883,029
Issued	Patent	METHOD AND SYSTEM FOR PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	14/948,344	9,674,346
Issued	Patent	DELIVERING ADDITIONAL INFORMATION TO RECEIVING PARTIES FOR TEXT MESSAGING BASED CALLER ID	15/013,217	10,375,235
Issued	Patent	PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	15/156,793	9,807,231
Issued	Patent	INFORMATION PROVIDED TO PARENT REGARDING A CALLED FOR CHILD PROTECTION	15/207,695	9,838,535
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	15/345,840	10,091,342
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	15/439,724	10,084,900
Issued	Patent	METHOD AND SYSTEM FOR PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	15/615,240	10,148,813
Issued	Patent	PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	15/799,179	10,257,348
Issued	Patent	INFORMATION PROVIDED TO PARENT REGARDING A CALLED FOR CHILD PROTECTION	15/832,490	10,158,755
Issued	Patent	IP-ENABLED INFORMATION DELIVERY	15/883,643	10,397,399
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	16/140,858	10,397,387
Issued	Patent	PROVIDING AUDIO ANNOUNCEMENT TO CALLED PARTIES	16/149,724	10,404,843
Pending	Patent	METHOD AND SYSTEM FOR PROVIDING ADDITIONAL INFORMATION TO CALLED PARTIES	16/209,913	
Registered	Trademark	ACCUDATA	76/487,332	3,073,937

STOCK PURCHASE AGREEMENT

Among

**FIRST ORION CORP.,
d/b/a PrivacyStar**

and

**THE SHAREHOLDERS OF
ACCUDATA, INC.**

and

**ACCUDATA, INC.,
d/b/a Accudata Technologies**

Dated as of December 31, 2014

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Accudata Schedules
PrivacyStar Schedules
Exhibits

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of the 31st day of December, 2014, (this "Agreement"), is by and among First Orion Corp., d/b/a PrivacyStar ("PrivacyStar"), a Delaware corporation, the undersigned shareholders of Accudata, Inc. (collectively, the "Sellers" or individually, a "Seller") and Accudata, Inc., d/b/a Accudata Technologies ("Accudata"), a Delaware corporation.

RECITALS

(A) Accudata. Accudata is a corporation duly organized and existing in good standing under the laws of the State of Delaware, with its principal executive offices located in Allen, Texas. As of the date of this Agreement, Accudata has 3,000,000 authorized shares, 2,000,000 shares of which are designated as common stock, \$.001 par value, 1,000,000 shares of which are designated as preferred stock, \$.001 par value, of which 500,000 shares of the preferred stock are designated as Series A Preferred Stock (collectively, the "Accudata Stock"), of which 720,000 shares of the common stock and 0 shares of the preferred stock are issued and outstanding (no other class of capital stock being authorized), and all of which are owned by Sellers.

(B) PrivacyStar. PrivacyStar is a corporation duly organized and existing in good standing under the laws of the State of Delaware, with its principal executive offices located in Conway, Arkansas. As of November 30, 2014, PrivacyStar has (i) 1,000,000,000 authorized shares of common stock, \$.00001 par value ("PrivacyStar Common Stock"), of which 173,571,705 shares are issued and outstanding, (ii) 600,000,000 authorized shares of preferred stock, \$.00001 par value, of which (A) 2,500,000 of such authorized preferred shares have been designated as Series A Convertible Preferred Stock ("PrivacyStar Series A Preferred Stock") of which 1,967,040 shares are issued and outstanding, and (B) 500,000,000 of such authorized preferred shares have been designated as Series B Convertible Preferred Stock ("PrivacyStar Series B Preferred Stock") of which 466,733,898 shares are issued and outstanding. In addition, PrivacyStar has outstanding (a) warrants for the purchase of 176,666,619 shares of PrivacyStar Common Stock, (b) options for the purchase of 123,074,126 shares of PrivacyStar Common Stock, (c) commitments to issue additional options for the purchase of 113,281,567 shares of PrivacyStar Common Stock, and (d) commitments to issue additional warrants for the purchase of 14,285,714 shares of PrivacyStar Common Stock.

In consideration of their mutual promises and obligations, the Parties further agree as follows:

1. DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement have the following meanings:

"Accredited Investor" has the meaning assigned to such term in Rule 501 promulgated under the Securities Act.

"Accudata" means Accudata, Inc., d/b/a Accudata Technologies, as set forth in paragraph (A) of the Recitals.

"Accudata Stock" has the meaning assigned to such term in paragraph (A) of the Recitals.

"Acquisition" means the purchase of 100% of the Accudata Stock by PrivacyStar, pursuant to the terms of this Agreement.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person.

"Agreement" means this Stock Purchase Agreement, together with all Exhibits and Schedules annexed hereto, and incorporated by specific reference, as a part of this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or, for purposes of this Agreement, Christmas Day and New Year's Day.

"Cash Consideration" has the meaning assigned to such term in Section 2.4.2.1.

"Closing Date" has the meaning assigned to such term in Section 2.3.

"Contract" has the meaning assigned to such term in Section 4.1.15.

"Control" with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting interests, by Contract, or otherwise.

"Employee Plan" has the meaning assigned to such term in Section 4.1.17.

"Environmental Law" means (1) any federal, state, and/or local law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, legal doctrine, order, judgment, decree, injunction, requirement or agreement with any governmental entity, relating to (a) the protection, preservation or restoration of the environment (including air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource) or to human health or safety, or (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Hazardous Material, in each case as amended and as now in effect, including the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Federal Water Pollution Control Act of 1972, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the Federal Solid Waste Disposal and the Federal Toxic Substances Control

Act, and the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Occupational Safety and Health Act of 1970, and (2) any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose Liability or obligations for injuries or damages due to, or threatened as a result of, the presence of or exposure to any Hazardous Material.

"ERISA" has the meaning assigned to such term in Section 4.1.17.

"Financial Reports" (1) as to Accudata and PrivacyStar, means their respective unaudited consolidated balance sheets and the related statements of income, changes in shareholders' equity and cash flows for the fiscal years or periods ended December 31, 2012 and December 31, 2013, and the unaudited consolidated balance sheets and the related statements of income, changes in shareholders' equity and cash flows for the nine (9) month period ended September 30, 2014.

"GAAP" means generally accepted accounting principles consistently applied.

"Governing Documents" means the articles of incorporation, charter, and bylaws of the subject entity, including all amendments thereto.

"Hazardous Material" means any substance presently listed, defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise regulated, under any Environmental Law, whether by type or quantity, including any oil or other petroleum product, toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, lead and polychlorinated biphenyl.

"Indemnified Party" has the meaning assigned to such term in Section 9.5.1.

"Indemnifying Party" has the meaning assigned to such term in Section 9.5.1.

"Intellectual Property Rights" has the meaning given such term in Section 4.1.12.

"Knowledge" (and "Know" or "Known") means the actual (but not the constructive) knowledge of the Sellers.

"Liability" means any debts, liabilities, obligations and Contracts of the Party, whether the same shall be matured or un-matured; whether accrued, absolute, contingent or otherwise.

"Losses" has the meaning assigned to such term in Section 9.2.

"Material" means, with respect to either Party, an event, occurrence or circumstance that (a) has or is reasonably likely to have a material adverse effect on or constitute a material adverse change in the financial condition, results of operations, business, future operations or prospects of such Party or, as applicable, its Subsidiaries, or (b) would impair such Party's ability to perform its obligations under this Agreement or the consummation of any of the transactions contemplated

by this Agreement; provided, however that the occurrence of the following event or circumstance will not be deemed "Material": (i) acts of terrorism or war (whether or not declared); (ii) a change in laws or regulations applicable to either Party; or (iii) general economic or industry changes or conditions or changes.

"Party" means a party to this Agreement.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, governmental body, or other entity.

"PrivacyStar" means First Orion Corp., a Delaware corporation, as set forth in paragraph (B) of the Recitals.

"PrivacyStar Common Stock" has the meaning assigned to such term in paragraph (B) of the Recitals.

"PrivacyStar Series A Preferred Stock" has the meaning assigned to such term in paragraph (B) of the Recitals.

"PrivacyStar Series B Preferred Stock" has the meaning assigned to such term in paragraph (B) of the Recitals.

"PrivacyStar Preemptive Rights Agreement" shall mean the Preemptive Rights Agreement of PrivacyStar dated August 4, 2008.

"PrivacyStar Stockholders Agreement" shall mean the First Amended and Restated Stockholders Agreement of PrivacyStar dated August 4, 2008.

"Purchase Price" means the price to be paid by PrivacyStar for the Accudata Stock as set forth in Section 2.2.

"Regulatory Authorities" means federal or state governmental agencies, authorities or departments of which Accudata is subject.

"Rights" means securities or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire, or any options, calls or commitments relating to, shares of capital stock.

"Securities Act" means the Securities Act of 1933, as amended, together with the rules and regulations promulgated under such statute.

"Stock Consideration" has the meaning assigned to such term in Section 2.4.2.2.

"Stock Restrictions" has the meaning assigned to such term in Section 2.1.

"Subsidiary" means, with respect to any entity, each partnership, limited liability company, or corporation the majority of the outstanding partnership interests, membership interests, capital stock or voting power of which is (or upon the exercise of all outstanding warrants, options and other rights would be) owned, directly or indirectly, at the time in question by such entity.

"Tax Returns" has the meaning assigned to such term in Section 4.1.24.

"Taxes" means federal, state, local or foreign income, gross receipts, windfall profits, severance, property, production, sales, use, license, excise, franchise, employment, withholding or similar taxes imposed on the income, properties or operations of the respective Party or its Subsidiaries, together with any interest, additions, or penalties with respect thereto and any interest in respect of such additions or penalties.

"Termination Date" has the meaning assigned to such term in Section 6.1.

"Texas Resident" means:

(1) A corporation, partnership, trust or other form of business organization which has a principal office within the State of Texas on the date of execution of this Agreement and on the Closing Date.

(2) An individual whose principal residence is in the State of Texas on the date of execution of this Agreement and on the Closing Date.

(3) A corporation, partnership, trust or other form of business organization which is organized for the specific purpose of acquiring part of an issue offered pursuant to this Agreement, of which all of the beneficial owners of such organization are residents of the State of Texas on the date of execution of this Agreement and on the Closing Date.

"Third Party" means any person or group and their respective directors, officers, employees, representatives, and agents other than PrivacyStar, Accudata, or any of their Subsidiaries, and their respective directors, officers, employees, representatives, and agents.

"Third Party Claim(s)" has the meaning assigned to such term in Section 9.5.

1.2 General Interpretation. Except as otherwise expressly provided in this Agreement or unless the context clearly requires otherwise, the terms defined in this Agreement include the plural as well as the singular; the word "including" means including without limitation; the words "hereof," "herein," "hereunder," "in this Agreement" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and references in this Agreement to Articles, Sections, Schedules, and Exhibits refer to Articles and Sections of and Schedules and Exhibits to this Agreement. Unless otherwise stated, references to Subsections refer to the Subsections of the Section in which the reference appears. All pronouns used in this Agreement include the masculine, feminine and neuter gender, as the context requires. All accounting terms used in this Agreement that are not expressly defined in this Agreement have the respective meanings given to them in accordance with GAAP.

2. STOCK PURCHASE

2.1 Purchase Of Shares. Subject to the provisions of this Agreement, on the Closing Date, the Sellers agree to sell and convey to PrivacyStar one hundred percent (100%) of the Accudata Stock issued and outstanding on the Closing Date for the consideration set forth herein, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions of any kind or nature whatsoever ("Stock Restrictions") and PrivacyStar agrees to purchase the Accudata Stock from the Sellers upon the terms and conditions set forth herein (the "Acquisition").

2.2 Purchase Price. On the Closing Date, PrivacyStar shall pay to the Sellers the total amount of \$10,000,000, represented \$7,750,000 by payments in cash (the "Cash Consideration") and \$2,250,000 by the issuance by PrivacyStar of 41,671,974 shares of PrivacyStar Series B Preferred Stock valued for purposes of the exchange at \$0.0540 per share based upon a \$60,000,000 capitalization value of PrivacyStar and such stock issued on a fully diluted basis as of the date of Closing (the "Stock Consideration").

2.3 Closing Date. Unless the Parties agree upon another date, the "Closing Date" will be promptly following the satisfaction of the conditions set forth in Section 7 hereof. If the Acquisition is not consummated in accordance with this Agreement on or prior to the Termination Date, either Party may terminate this Agreement in accordance with Section 8.

2.4 Closing. The closing ("Closing") of the Acquisition shall take place on the Closing Date at the offices of Accudata.

2.4.1 At the Closing, in addition to the deliveries required in Section 7.2, the Sellers will deliver to PrivacyStar all of the issued and outstanding shares of Accudata Stock, properly endorsed in blank or coupled with properly endorsed stock power in form and substance satisfactory to PrivacyStar. Such shares shall be fully paid and non-assessable, and shall be free and clear of all Stock Restrictions. If any certificate representing such shares have been lost or destroyed, then the holder of such shares shall, at PrivacyStar's option, deliver at the Closing an affidavit to that fact, or such indemnity as may be acceptable to PrivacyStar.

2.4.2 At the Closing, in addition to the deliveries required by Section 7.3, PrivacyStar shall pay the Cash Consideration and Stock Consideration as follows:

2.4.2.1 The Cash Consideration shall be distributed to the Sellers as follows:

2.4.2.1.1 \$7,250,000 shall be payable to Sellers as provided in Exhibit A:

2.4.2.1.2 Subject to the provisions of Section 9, \$250,000 shall be represented by a promissory note from PrivacyStar to Seller, Monica Martino, in the form attached hereto as Exhibit B (the "Martino Note"); and

2.4.2.1.3 Subject to the provisions of Section 9, \$250,000 shall be paid by PrivacyStar to Sellers (such amount to be paid in one-third (1/3rd) equal shares to the Sellers) on or about June 30, 2015 (the "Deferred Cash Payment").

2.4.2.2 The Stock Consideration will be paid as follows:

2.4.2.2.1 18,520,876 shares of PrivacyStar Series B Preferred Stock shall be issued to Seller, Taylor Cleghorn;

2.4.2.2.2 Subject to the provisions of Section 9, the following shares of PrivacyStar Series B Preferred Stock:

- (a) 8,360,119 shares issued to M. Gregory Smith;
- (b) 8,360,119 shares issued to Monica Martino; and
- (c) 6,430,860 shares issued to Taylor Cleghorn.

2.4.2.3 The Stock Consideration shall be paid as validly issued, fully paid and non-assessable shares of PrivacyStar Series B Preferred Stock, which shall bear the restrictive legend set forth in Section 2.5, and the legends set forth in the PrivacyStar Stockholders Agreement and the PrivacyStar Preemptive Rights Agreement.

2.4.3 If not paid prior to Closing, at Closing Accudata may distribute to the Sellers all of the cash of Accudata, except that cash determined by Sellers and PrivacyStar and set forth on Exhibit G.

2.5 Securities Law Exemption. The offering of PrivacyStar Series B Preferred Stock to the Sellers is being made pursuant to an exemption from registration under the Securities Act and in compliance with Rule 506. Therefore, each Seller, in their individual capacities, as evidenced by their signatures at the end of this Agreement, each hereby represents and warrants to PrivacyStar that, on the date of this Agreement and as of the Closing Date, such Seller:

2.5.1 acknowledges that the shares PrivacyStar Series B Preferred Stock to be issued hereunder are not registered under the Securities Act, nor under the Arkansas Securities Act or the Texas Securities Act and further acknowledges that the PrivacyStar Series B Preferred Stock is being offered and sold pursuant to exemptions from registration pursuant to Section 3(b) of the Securities Act;

2.5.2 acknowledges that the PrivacyStar Series B Preferred Stock issued to the Seller is (i) not readily tradable, (ii) may only be transferred with the permission of PrivacyStar pursuant to an applicable securities exemption and (iii) the shares so issued will bear the following restrictive legend:

"THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE LAW, PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM, AND UPON COMPLIANCE WITH THE PROVISIONS OF THE COMPANY'S FIRST AMENDED AND RESTATED STOCKHOLDERS AGREEMENT. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME."

2.5.3 is an Accredited Investor as that term is defined in Section 2(a)(15) of the Securities Act and Rule 501(a) promulgated thereunder, and (i) is fully familiar with PrivacyStar's business, financial condition, and operations, prospects and future potential, (ii) has such other information, financial and otherwise, including all of the information he would be provided in an offering registered under the Securities Act, which he has deemed material in formulating a decision to acquire the PrivacyStar Series B Preferred Stock on the terms and conditions set forth herein, and (iii) has had the opportunity to ask questions of and receive answers from PrivacyStar;

2.5.4 is acquiring the PrivacyStar Series B Preferred Stock for the Seller's own account, solely for investment purposes, and not for a view to resale of said PrivacyStar Series B Preferred Stock;

2.5.5 is able to bear the economic risks of this investment; and

2.5.6 acknowledges that the shares of PrivacyStar Series B Preferred Stock acquired hereunder will not be resold or otherwise transferred or assigned without compliance with the registration provisions of the Securities Act and applicable state blue sky laws or exemption therefrom.

3. ACTIONS PENDING CLOSING

Unless PrivacyStar otherwise agrees in writing between the date hereof and the Closing Date, the Sellers shall cause Accudata, and Accudata shall and shall cause each of its Subsidiaries to conduct its respective business in the ordinary and usual course consistent with past practice and shall use their respective best efforts to maintain and preserve Accudata's and each of its Subsidiaries' business organization, employees and advantageous business relationships and retain the services of Accudata's or, as applicable, its Subsidiaries' officers and key employees identified by PrivacyStar:

3.1 Capital Stock. Except as disclosed in Schedule 3.1, issue, sell or otherwise permit to become outstanding any additional shares of capital stock of Accudata, or any Rights with respect thereto, or enter into any agreement with respect to the foregoing, or permit any additional shares of Accudata Stock to become subject to grants of employee stock options, stock appreciation rights or similar stock-based employee compensation rights.

3.2 Dividends, Etc. Except as set forth in Section 2.4.3, declare or pay any dividend on or in respect of, or declare or make any distribution on, or directly or indirectly combine, split, subdivide, redeem, reclassify, purchase or otherwise acquire, any shares of its capital stock or, other than as permitted in or contemplated by this Agreement, authorize the creation or issuance of, or issue, any additional shares of its capital stock or any Rights with respect thereto.

3.3 Indebtedness; Liabilities; Etc. Other than in the ordinary and usual course of business consistent with past practice, incur any indebtedness for borrowed money, assume, guarantee, endorse or otherwise as an accommodation become responsible or liable for the obligations of any other individual, corporation or other entity.

3.4 Line Of Business; Operating Procedures; Etc. Change its data purchase or selling policies in any Material respect, or commit to incur any further capital expenditures beyond those disclosed in Schedule 3.4 or incurred in the ordinary and usual course of business consistent with past practices and not exceeding \$15,000 individually or \$25,000 in the aggregate.

3.5 Liens And Encumbrances. Subject any of its assets to a lien, charge, or encumbrance (including mortgage, pledge or security interest), or, except as disclosed in Schedule 3.5, permit any such lien, charge or encumbrance to exist; provided that any such lien, charge or encumbrance that does exist will be removed prior to Closing.

3.6 Compensation; Employment Agreements; Etc. Except as disclosed in Schedule 3.6, enter into or amend any employment, severance or similar agreement or arrangement with any of its directors, officers or employees, or grant any salary or wage increase, or increase any employee benefit (including incentive or bonus payments), except normal individual increases in regular compensation to employees in the ordinary and usual course of business consistent with past practice.

3.7 Benefit Plans. Except as disclosed in Schedule 3.7, enter into or modify (except as may be required by applicable law) any pension, retirement, stock option, stock purchase, savings, profit sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement related thereto, in respect of any of its directors, officers or other employees, including taking any action that accelerates the vesting or exercise of any benefits payable thereunder.

3.8 Continuance Of Business. Except as disclosed in Schedule 3.8, dispose of or discontinue any portion of its assets, business or properties, that is in excess of \$25,000 individually or \$100,000 in the aggregate, or merge or consolidate with, or acquire all or any portion of, the business or property of any other entity.

3.9 Amendments. Amend its Governing Documents.

3.10 Claims. Settle any claim, litigation, action or proceeding involving any Liability for money damages in excess of \$25,000 or Material restrictions upon the operations of Accudata.

3.11 Contracts. Except as disclosed on Schedule 3.11, enter into, renew, terminate or make any change in any Contract of a value or requiring payments during the life of the Contract, including all options, in excess of \$25,000, except in the ordinary and usual course of business consistent with past practice with respect to Contracts that are terminable by it without penalty on no more than 60 days prior written notice.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Sellers and Accudata. Each of the Sellers and Accudata hereby represents and warrants to PrivacyStar, now and as of the Closing Date, as follows:

4.1.1 Recitals. The facts set forth in the Recitals of this Agreement with respect to Accudata are true and correct.

4.1.2 Organization, Standing and Authority. Accudata, and each Subsidiary of Accudata, is incorporated under the laws of the State of Delaware, and is in good standing under the laws of the State of Delaware and State of Texas and is duly qualified to do business and is in good standing in the states of the United States and foreign jurisdictions where the failure to be duly qualified, individually or in the aggregate, is reasonably likely to have a Material effect on it. All of such foreign jurisdictions are set forth on Schedule 4.1.2. Accudata and any Subsidiary of Accudata has in effect all federal, state, local and foreign governmental authorizations necessary for it to own or lease its properties and assets and to carry on its business as it is now conducted.

4.1.3 Shares. The outstanding shares of Accudata and its Subsidiaries' capital stock are validly issued and outstanding, fully paid and non-assessable, subject to no preemptive rights, free and clear of all liens, pledges, mortgages, security interests, encumbrances, claims, and equities whatsoever. Except as disclosed in Schedule 4.1.3, there are no shares of capital stock or other equity securities of Accudata or its Subsidiaries outstanding and no outstanding Rights with respect thereto.

4.1.4 Accudata Subsidiaries. Accudata has disclosed on Schedule 4.1.4 a list of all of its Subsidiaries, and the number of authorized, issued, and outstanding shares of each class of stock and percentages of ownership of Accudata in such Subsidiaries. No equity securities of an Accudata Subsidiary are or may become required to be issued (other than to Accudata or one of its Subsidiaries) by reason of any Rights with respect thereto. There are no Contracts, commitments, understandings or arrangements by which any of its Subsidiaries is or may be bound to sell or otherwise issue any shares of such Subsidiary's capital stock, and there are no Contracts, commitments, understandings or arrangements relating to the rights of Accudata or its Subsidiaries, as applicable, to vote or to dispose of such shares. All of the shares of capital stock of each of its Subsidiaries held by Accudata are fully paid and non-assessable and are owned by Accudata or one of its Subsidiaries free and clear of any Stock Restrictions. Except as disclosed in Schedule 4.1.4, Accudata does not own beneficially, directly or indirectly, any shares of any equity securities or similar interests of any corporation, partnership, joint venture, business trust, association or organization.

4.1.5 Corporate Power. Each of Accudata and its Subsidiaries has the corporate power and authority to carry on its business as it is now being conducted and to own all of its Material properties and assets.

4.1.6 Authority. This Agreement has been authorized by all necessary corporate action of Accudata. To the extent any of the Sellers is an entity, this Agreement has been duly authorized by all necessary action of that entity. This Agreement is a valid and binding agreement of the Sellers and Accudata, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.1.7 No Defaults. Subject to any required filings under federal and state securities laws, and, except as disclosed in Schedule 4.1.7, the execution, delivery and performance of this Agreement and the consummation by the Sellers and Accudata of the transactions contemplated by this Agreement do not and will not Materially (1) to the Knowledge of Sellers, constitute a breach of, or violation of, or a default under, any law, rule or regulation or any judgment, decree, order, governmental permit or license, or agreement, indenture or instrument of the Sellers or Accudata or any of its Subsidiaries or to which the Sellers or Accudata or any of its Subsidiaries or any of their properties is subject or bound, or (2) constitute a breach of, or violation of, or a default under, the Governing Documents of Accudata or any of its Subsidiaries, or (3) to the Knowledge of Sellers, require any consent or approval under any such law, rule, regulation, judgment, decree, order, governmental permit or license or the consent or approval of any other party to any such agreement, indenture or instrument.

4.1.8 Accudata Financial Reports. Except as disclosed in Schedule 4.1.8, the Financial Reports of Accudata: (1) did not and will not contain any untrue statement of a Material fact or omit to state a Material fact required to be stated therein or necessary in order to make the statements made therein, and in light of the circumstances under which they were made, not misleading; (2) each of the balance sheets in or incorporated by reference into the Financial Reports (including the related notes and schedules thereto) are correct, complete, and in accordance with the books and records of and fairly presents and will fairly present the financial position of the entity or entities to which it relates as of its date; (3) each of the statements of income and changes in shareholders' equity and cash flows or equivalent statements in the Financial Reports (including any related notes and schedules thereto) are correct, complete, and in accordance with the books and records of and fairly presents and will fairly present the results of operations, changes in shareholders' equity and cash flows, as the case may be, of the entity or entities to which it relates for the periods set forth therein; and (4) in each case in accordance with GAAP during the periods involved, except in each case as may be noted therein, subject to normal and recurring year-end audit adjustments in the case of unaudited statements.

4.1.9 Absence of Undisclosed Liabilities. Neither Accudata nor any of its Subsidiaries has any Material Liability, except (1) as disclosed on Schedule 4.1.9, (2) as reflected in its Financial Reports prior to the date of this Agreement, and (3) for commitments and obligations made, or Liabilities incurred, in the ordinary and usual course of business consistent with past practice since December 31, 2013 and which are fully reflected as liabilities on that

entity's books and records. Except as disclosed on Schedule 4.1.9, since December 31, 2013, neither Accudata nor any of its Subsidiaries has incurred or paid any Material Liability.

4.1.10 No Events. Except as disclosed on Schedule 4.1.10, since December 31, 2013, to the Knowledge of Sellers, no event has occurred that, individually or in the aggregate, is reasonably likely to have a Material effect on Accudata or any of its Subsidiaries.

4.1.11 Properties. Except as disclosed in Schedule 4.1.11, Accudata and each of its Subsidiaries have good and marketable title, free and clear of all liens, encumbrances, charges, defaults, or equities of any character, to all of the properties and assets, tangible and intangible, reflected in the Financial Reports of Accudata as being owned by Accudata or its Subsidiaries as of the dates thereof. All buildings and all Material fixtures, equipment, and other property and assets that are held under leases or subleases by Accudata or any of its Subsidiaries are held under valid leases or subleases enforceable in accordance with their respective terms, other than any such exceptions to validity or enforceability as are disclosed on Schedule 4.1.11. Other than month-to-month leases on operating equipment, all leases and subleases are identified on Schedule 4.1.11, and except as disclosed on such schedule, are fully transferrable to PrivacyStar upon consummation of this Agreement. Accudata further represents, covenants and warrants that, except as disclosed in Schedule 4.1.11, taking their age and ordinary wear and tear into account, the assets and properties of Accudata or any of its Subsidiaries are in good operating condition and repair and have been operated and maintained in the ordinary and usual course of business, consistent with past practice, other than those items of personal property not in use by Accudata or its Subsidiaries as of the date hereof.

4.1.12 Intellectual Property Rights. Schedule 4.1.12 lists all patents, patent rights, licenses, trade secrets, trademarks, service marks, trademark rights, trade names or trade name rights, copyrights, inventions and other intellectual property rights ("Intellectual Property Rights") utilized or necessary for the ownership and operation of the business of Accudata or any of its Subsidiaries in the manner in which the business has been historically and currently owned and operated by Accudata or its Subsidiaries. To the Knowledge of Sellers, none of the Intellectual Property Rights interferes with, infringes upon, misappropriates, or violates any intellectual property rights of third parties, and neither Sellers nor Accudata nor any of its Subsidiaries has received any written charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation. To Accudata's Knowledge, no Third Party has interfered with, infringed upon, misappropriated, or violated any of the Intellectual Property Rights. Neither Sellers nor Accudata nor any of its Subsidiaries has received any written notice with respect to any outstanding injunction, judgment, order, decree, ruling, or charge relating to any item of the Intellectual Property Rights, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of the Sellers or Accudata or any of its Subsidiaries, is threatened which challenges the legality, validity, enforceability, use, or ownership of any of the Intellectual Property Rights.

4.1.13 Litigation; Regulatory Action. Except as disclosed in Schedule 4.1.13, no litigation, proceeding or controversy before any court or governmental agency is pending against Accudata or any of its Subsidiaries, and, to the Knowledge of the Sellers or Accudata, no such litigation, proceeding or controversy has been threatened; and except as disclosed in Schedule

4.1.13, neither Accudata nor any of its Subsidiaries or any of its or their Material properties or their officers, directors or Controlling persons is a party to or is subject to any order, decree, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, any Regulatory Authority or other governmental authority, and neither Sellers nor Accudata nor any of its Subsidiaries has been advised by any of such Regulatory Authorities or other governmental authority that such authority is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any such order, decree, agreement, memorandum of understanding, commitment letter or similar submission.

4.1.14 Compliance with Laws. Except as disclosed in Schedule 4.1.14, each of Accudata and its Subsidiaries:

4.1.14.1 has all permits, licenses, authorizations, orders and approvals of, and has made all filings, applications and registrations with, all Regulatory Authorities or other governmental authority that are required in order to permit it to own its businesses presently conducted and that are Material to the business of it and its Subsidiaries, taken as a whole; all such permits, licenses, certificates of authority, orders and approvals are in full force and effect and, to the Knowledge of the Sellers and Accudata, no suspension or cancellation of any of them is threatened; and all such filings, applications and registrations are current;

4.1.14.2 has received no notification or communication from any Regulatory Authority or other governmental authority or the staff thereof (a) asserting that Accudata or any of its Subsidiaries is not in compliance with any of the statutes, regulations or ordinances which such Regulatory Authority or governmental authority enforces, or (b) threatening to revoke any license, franchise, permit or governmental authorization of Accudata or any of its Subsidiaries.

4.1.15 Material Contracts.

4.1.15.1 Except as disclosed in Schedule 4.1.15 (and with a true and complete copy of the document or other item in question attached to such schedule), none of Accudata or its Subsidiaries, nor any of their respective assets, businesses or operations, is a party to, or is bound or affected by, or receives benefits under, any written or oral contract, indenture, agreement, lease, standby letter of credit, mortgage, loan or commitment ("Contract") or Contracts obligating it or them to pay more than \$25,000 in any year and which cannot be terminated upon notice of sixty (60) days or less. Except as disclosed in Schedule 4.1.15, neither Accudata nor any of its Subsidiaries is in default under any such Contract to which it is a party, by which its respective assets, business or operations may be bound or affected, or under which it or any of its respective assets, business or operations receives benefits, and, to the Knowledge of Sellers, there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute such a default. Except as disclosed in Schedule 4.1.15, neither Accudata nor any of its Subsidiaries is subject to or bound by any Contract containing covenants that limit the ability of Accudata or any of its Subsidiaries to compete in any line of business or with any Person or that involve any restriction of geographical area in which, or method by which, Accudata or an Accudata Subsidiary may carry on its business (other than as may be required by law or any applicable Regulatory Authority).

4.1.15.2 All Contracts, whether written or oral, and regardless of value, of Accudata or its Subsidiaries for the purchase or license of data, are set forth on Schedule 4.1.15.

4.1.15.3 All Contracts, whether written or oral, and regardless of value, of Accudata or its Subsidiaries for the sale or license of data, are set forth on Schedule 4.1.15.

4.1.16 Brokers and Finders. Except as set forth in Schedule 4.1.16, neither the Sellers nor Accudata, nor any of Accudata's Subsidiaries, nor any of their respective officers, directors or employees has employed any broker or finder, or agreed to pay any fees to any director or former director or incurred any Liability for any financial advisory fees, brokerage fees, commissions or finder's fees, and no broker or finder, or director or former director of Accudata and an Accudata Subsidiary, has acted directly or indirectly for the Sellers or Accudata or any of its Subsidiaries in connection with this Agreement or the transactions contemplated hereby.

4.1.17 Employee Benefit Plans.

4.1.17.1 For purposes of this Section 4.1.17, the term "ERISA" means the Employee Retirement Income Security Act of 1974, as amended; the term "Code" means the Internal Revenue Code of 1986, as amended; and the terms "employee welfare benefit plan," and "employee benefit plan" shall have the meanings set forth in ERISA Sections 3(1), 3(2), and 3(3), respectively (collectively "Employee Plan" or "Employee Plans").

4.1.17.2 With respect to each Employee Plan maintained by Accudata or its Subsidiaries: (i) each such plan is listed on Schedule 4.1.17; (ii) a true and correct copy of each plan previously has been delivered to PrivacyStar; (iii) each such plan is and has at all times been maintained and operated in full compliance with the applicable requirements of ERISA and the regulations issued thereunder including, but not limited to, the requirements relating to reporting, disclosure, and prohibited transactions.

4.1.17.3 With respect to each such Employee Plan, except as disclosed on Schedule 4.1.17: (i) each such plan which is intended to be qualified under Section 401(a) of the Code is so qualified and has been so qualified since the date of its adoption, and neither the Accudata, its Subsidiaries, nor any of its officers has any knowledge of any grounds for the revocation of any such qualification; (ii) as of the date hereof there are no unfunded accrued benefits under any such plan with respect to its personnel which will not have been satisfied or accounted for by Accudata or its Subsidiaries at Closing; (iii) neither Accudata nor its Subsidiaries has incurred, with respect to any such Employee Plan, any liability to the Pension Benefit Guaranty Corporation (other than liability for premiums) or for excise taxes payable under the Code; (iv) except for the Agreement and the transactions contemplated hereby, no reportable event (within the meaning of Section 4043 of ERISA) has occurred with respect to any such plan; (v) no prohibited transaction (within the meaning of Section 4975 of the Code) has occurred with respect to any such plan; (vi) as of the date hereof no such plan owns any employer security (within the meaning of Section 407 of ERISA); (vii) true and correct copies of the most recent annual reports

and IRS determination letters with respect to each such plan previously have been furnished to PrivacyStar; and (viii) any corporate employee pension trust is fully funded to the extent that assets of such trust would be adequate, if terminated on the Closing Date, to fund all of the obligations of such Trust to its participants based upon an actuarial evaluation and determination made at the time of such termination.

4.1.17.4 All non-qualified benefit plans or arrangements which are or may be subject to Section 409A of the Internal Revenue Code are and have been maintained in compliance with Section 409A.

4.1.18 No Knowledge. Neither the Sellers nor Accudata and its Subsidiaries Know of any reason why the regulatory approvals referred to in Section 7.1.1 should not be obtained.

4.1.19 Labor Agreements. Neither Accudata nor any of its Subsidiaries is a party to or is bound by any collective bargaining agreement, Contract or other agreement or understanding with a labor union or labor organization, nor is Accudata or any of its Subsidiaries the subject of a proceeding asserting that it or any such Subsidiary has committed an unfair labor practice (within the meaning of the National Labor Relations Act) or seeking to compel it or such Subsidiary to bargain with any labor organization as to wages and conditions of employment, nor is there any strike or other labor dispute involving it or any of its Subsidiaries pending or, to the Sellers' or Accudata's Knowledge, threatened, nor are they aware of any activity involving Accudata or any of the Subsidiaries' employees seeking to certify a collective bargaining unit or engaging in any other organization activity.

4.1.20 Insurance.

4.1.20.1 Accudata and its Subsidiaries have in effect valid, outstanding, and enforceable, in accordance with their respective terms, insurance policies of fire (with extended coverage), casualty, third party liability, workers' compensation, employee fidelity, and other forms of insurance which are customary in its business and such policies are in reasonable amounts in relation to the risks involved, the replacement cost of physical assets and other pertinent factors. Such insurance coverage has been maintained continuously for the 3-year period next preceding the date of execution hereof and provides substantially the same coverage as has been in force during the thirty-six (36) months immediately preceding the date hereof (other than some normal increases in certain coverages during such 36-month period). Neither Accudata nor its Subsidiaries has received any notice from any insurer or agent that any substantial improvement or other expenditure with respect to any insured property is necessary in order to continue such insurance.

4.1.20.2 Schedule 4.1.20 sets forth a correct and complete list of all policies of insurance owned by or in which the Accudata and its Subsidiaries have an interest. Schedule 4.1.20, also, sets forth a list of all claims for any insured loss in excess of \$5,000.00 per occurrence filed by the Accudata or its Subsidiaries during the 3-year period immediately prior to the date of this Agreement including, but not limited to, workers' compensation, automobile, general, and product liability claims.

4.1.21 Books and Records. All books of account, minute books, stock record books and other records of Accudata and all of its Subsidiaries, all of which have been made available to PrivacyStar, are complete and correct in all Material respects and in accordance with sound business practices. The minute books of Accudata and its Subsidiaries contain accurate and complete records in all Material respects of all meetings held of, and corporate action taken by, the shareholders, the Boards of Directors and committees of the Boards of Directors of Accudata or a Subsidiary of Accudata (as applicable), and no meeting of any such shareholders, Boards of Directors or committees has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing Date, all of those books and records shall be in the possession of Accudata and shall be delivered to PrivacyStar.

4.1.22 No Further Action. The Sellers and Accudata and its Subsidiaries have taken all action so that the entering into of this Agreement and the consummation of the transactions contemplated by this Agreement, or any other action or combination of actions, or any other transactions, contemplated by this Agreement do not and will not (1) require a vote of shareholders, or (2) result in the grant of any rights to any Person under the Governing Documents of Accudata or its Subsidiaries or under any agreement to which Accudata or any such Subsidiary is a party, or (iii) restrict or impair in any way the ability of any Party to exercise the rights granted under this Agreement.

4.1.23 Environmental Matters.

4.1.23.1 There is no investigation or proceeding pending or, to the Sellers' or Accudata's Knowledge, threatened by or before any court, governmental agency or board or other forum in which Accudata or any of its Subsidiaries has been, or with respect to threatened investigations or proceedings, reasonably would be expected to be, named as a defendant or potentially responsible party (a) for alleged noncompliance (including by any predecessor) with any Environmental Law, or (b) relating to the release or threatened release into the environment of any Hazardous Material, whether or not occurring at or on a site owned, leased or operated by Accudata or any of its Subsidiaries, except as disclosed in Schedule 4.1.23.

4.1.23.2 There is no investigation or proceeding pending or, to the Sellers' or Accudata's Knowledge, threatened by or before any court, governmental agency or board has been, or with respect to threatened investigations or proceedings, reasonably would be expected to be, named as a defendant or potentially responsible party (a) for alleged noncompliance (including by any predecessor) with any Environmental Law, or (b) relating to the release or threatened release into the environment of any Hazardous Material except for such investigations or proceedings disclosed in Schedule 4.1.23.

4.1.23.3 To the Sellers' and Accudata's Knowledge, there is no reasonable basis for any investigation or proceeding of a type described in Sections 4.1.23.1 or 4.1.23.2, except as has been disclosed in Schedule 4.1.23.

4.1.23.4 To the Sellers' and Accudata's Knowledge, and except as disclosed on Schedule 4.1.23, during the period of ownership or operation by Accudata or any of

its Subsidiaries of any of their respective current properties, there have been no releases of Hazardous Material in, on, under or affecting any such property that violate Environmental Laws.

4.1.23.5 To the Sellers' and Accudata's Knowledge, and except as disclosed on Schedule 4.1.23, prior to the period of ownership or operation by Accudata or any of its Subsidiaries of any of their respective current properties, there were no releases of Hazardous Material in, on, under or affecting any such property.

4.1.23.6 No underground storage tanks are located on any property of Accudata or any of its Subsidiaries except as disclosed in Schedule 4.1.23.

4.1.23.7 To the Sellers' and Accudata's Knowledge, and except as disclosed in Schedule 4.1.23, neither Accudata's nor any of its Subsidiaries' facilities have building components containing friable asbestos.

4.1.24 Tax Returns. Except as disclosed in Schedule 4.1.24, (1) all reports and returns with respect to Taxes that are required to be filed by or with respect to Accudata or its Subsidiaries, including consolidated federal income tax returns of Accudata and its Subsidiaries (collectively, the "Tax Returns"), have been duly filed, or requests for extensions have been timely filed and have not expired, for periods ended on or prior to the most recent fiscal year-end, and such Tax Returns were true, complete and accurate in all Material respects, (2) all Taxes shown to be due on the Tax Returns have been paid in full, (3) the Tax Returns have been examined by the Internal Revenue Service or the appropriate state, local or foreign taxing authority, or the period for assessment of the Taxes in respect of which such Tax Returns were required to be filed has expired, (4) all Taxes due with respect to completed and settled examinations have been paid in full, (5) to the Knowledge of Sellers, no issues have been raised by the relevant taxing authority in connection with the examination of any of the Tax Returns which are reasonably likely, individually or in the aggregate, to result in a determination that would have a Material effect on Accudata or its Subsidiaries, except as reserved against in the Financial Reports of Accudata, and (6) no waivers of statutes of limitations (excluding such statutes that relate to years under examination by the Internal Revenue Service) have been given by or requested with respect to any Taxes of Accudata or its Subsidiaries.

4.1.25 Accuracy of Information. The statements with respect to Accudata and its Subsidiaries contained in this Agreement, the Schedules and any other written documents executed and delivered by or on behalf of Sellers or Accudata pursuant to the terms of or relating to this Agreement are now, except as specifically noted hereunder, and as of the Closing Date true and correct in all Material respects, and do not omit any Material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, now and as of the Closing Date, not misleading. Accudata and its Subsidiaries have made available to PrivacyStar accurate and complete copies of all agreements, documents and other writings referred to or listed in this Section 4 or any Schedule hereto.

4.1.26 Accounting Controls. Each of Accudata and its Subsidiaries has maintained systems of internal accounting controls sufficient to provide reasonable assurances that (1) all Material transactions are executed in accordance with management's general or specific

authorization in all material respects, (2) all Material transactions are recorded as necessary to maintain proper accountability for items, (3) access to the Material property and assets of Accudata and its Subsidiaries is permitted only in accordance with management's general or specific authorization, and (4) the recorded accountability for items is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.

4.1.27 Commitments and Contracts. Neither Accudata nor any of its Subsidiaries is a party or subject to any of the following (whether written or oral, express or implied):

4.1.27.1 except as disclosed in Schedule 4.1.27, any employment Contract or understanding (including any understandings or obligations with respect to severance or termination pay Liabilities or fringe benefits) with any present or former officer, director or employee (other than those which are terminable at will by Accudata or any such Subsidiary without any obligation on the part of Accudata or any such Subsidiary to make any payment in connection with such termination);

4.1.27.2 except as disclosed in Schedule 4.1.27, any Contract, commitment, or understanding with any Person related to or under the Control of any present or former officer, director, or employee of Accudata or any of its Subsidiaries, to the extent that such Contract, commitment or understanding Materially impacts the financial condition of any of Accudata or its Subsidiaries;

4.1.27.3 except as disclosed in Schedule 4.1.27, any real or personal property lease with annual rental payments aggregating \$50,000 or more; or

4.1.27.4 except as disclosed in Schedule 4.1.27, any Material Contract with any Affiliate.

4.1.28 Claims of Officers, Directors, and Employees. Except as disclosed on Schedule 4.1.28, to the Knowledge of Sellers, no officer or director of Accudata or any Accudata Subsidiary has any claims against Accudata or any of its Subsidiaries, other than for their regular accrued but unpaid salary and/or director's fee. Except as disclosed on Schedule 4.1.28, to the Knowledge of Sellers, there are no outstanding or potential claims by a present or former employee against Accudata or any of its Subsidiaries under federal or state law, under any employment agreement, or otherwise, other than for wages, salary, or overtime pay owed in respect of the current pay period, or vacation or sick pay or time off owed in respect of the current fiscal year.

5. REPRESENTATIONS AND WARRANTIES OF PRIVACYSTAR.

PrivacyStar hereby represents and warrants to Accudata now and as of the Closing Date as follows:

5.1 Recitals. The facts set forth in the Recitals of this Agreement with respect to PrivacyStar are true and correct.

5.2 Organization, Standing and Authority. PrivacyStar is in good standing under the laws of the jurisdiction in which it is incorporated or organized, and is duly qualified to do business and is in good standing in the states of the United States and foreign jurisdictions where the failure to be duly qualified, individually or in the aggregate, is reasonably likely to have a Material effect on it. All of such jurisdictions are set forth on Schedule 5.2. PrivacyStar has in effect all federal state, local and foreign governmental authorizations necessary for it to own or lease its properties and assets and to carry on its business as it is now conducted.

5.3 Shares. The outstanding shares of PrivacyStar are validly issued and outstanding, fully paid and non-assessable. Except for the PrivacyStar Stockholders Agreement, the PrivacyStar Preemptive Rights Agreement and as disclosed in Schedule 5.3, there are no shares of capital stock or other equity securities of PrivacyStar or its Subsidiaries outstanding and no outstanding Rights with respect thereto. The Stock Consideration to be issued by PrivacyStar at the Closing has been duly authorized for such issuance and, when issued and delivered by PrivacyStar in accordance with the provisions of this Agreement, will be validly issued, fully paid, and nonassessable, but will be subject to the PrivacyStar Stockholders Agreement and the PrivacyStar Preemptive Rights Agreement.

5.4 PrivacyStar Subsidiaries. PrivacyStar has no Subsidiaries.

5.5 Corporate Power. PrivacyStar has the corporate power and authority to carry on its business as it is now being conducted and to own all of its Material properties and assets.

5.6 Corporate Authority. This Agreement has been authorized by all necessary corporate action of PrivacyStar and this Agreement is a valid and binding agreement of PrivacyStar, enforceable against PrivacyStar in accordance with its terms, subject to bankruptcy, insolvency and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

5.7 No Defaults. Subject to the required regulatory approvals referred to in Section 7.1.1, and any required filings under federal and state securities laws, and except as disclosed in Schedule 5.7, the execution, delivery and performance of this Agreement and the consummation by PrivacyStar of the transactions contemplated by this Agreement do not and will not Materially (1) constitute a breach of, or violation of, or a default under, any law, rule or regulation or any judgment, decree, order, governmental permit or license, or agreement, indenture or instrument of PrivacyStar or to which PrivacyStar or its properties is subject or bound, or (2) constitute a breach of, or violation of, or a default under, the Governing Documents of PrivacyStar, or (3) require any consent or approval under any such law, rule, regulation, judgment, decree, order, governmental permit or license or the consent or approval of any other party to any such agreement, indenture or instrument.

5.8 PrivacyStar Financial Reports. Except as disclosed in Schedule 5.8, the Financial Reports of PrivacyStar: (1) did not and will not contain any untrue statement of a Material fact or omit to state a Material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; (2) each of the balance sheets in or incorporated by reference into the Financial

Reports (including the related notes and schedules thereto) are correct, complete, and in accordance with the books and records of and fairly presents and will fairly present the financial position of the entity or entities to which it relates as of its date; (3) each of the statements of income and changes in shareholders' equity and cash flows or equivalent statements in the Financial Reports (including any related notes and schedules thereto) are correct, complete, and in accordance with the books and records of and fairly presents and will fairly present the results of operations, changes in shareholders' equity and cash flows, as the case may be, of the entity or entities to which it relates for the periods set forth therein; and (4) in each case in accordance with GAAP during the periods involved, except in each case as may be noted therein, subject to normal and recurring year-end audit adjustments in the case of unaudited statements.

5.9 Accuracy of Information. The statements with respect to PrivacyStar contained in this Agreement, the Schedules and any other written documents executed and delivered by or on behalf of PrivacyStar pursuant to the terms of or relating to this Agreement are now, except as specifically noted hereunder, and as of the Closing Date true and correct in all Material respects and do not omit any Material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, now and as of the Closing Date, not misleading.

5.10 Brokers and Finders. Except as set forth in Schedule 5.10, neither PrivacyStar nor any of their respective officers, directors or employees has employed any broker or finder, or agreed to pay any fees to any director or former director or incurred any Liability for any financial advisory fees, brokerage fees, commissions or finder's fees, and no broker or finder, or director or former director of PrivacyStar, has acted directly or indirectly for PrivacyStar, or any PrivacyStar Subsidiary, in connection with this Agreement or the transactions contemplated hereby.

5.11 Investment Intent. PrivacyStar is acquiring the Accudata Stock for its own account for investment and not with a view to, or for sale or other disposition in connection with, any distribution of all or any part thereof, except in compliance with applicable federal and state securities laws.

5.12 Legal Proceedings. Except as set forth in Schedule 5.12, there are no legal proceedings against PrivacyStar. There are no proceedings pending or, to the Knowledge of PrivacyStar, threatened seeking to restrain, prohibit, or obtain damages or other relief in connection with this Agreement or the transactions contemplated hereby.

6. COVENANTS

The Sellers and Accudata hereby covenants to PrivacyStar, and PrivacyStar hereby covenants to the Sellers and Accudata, as applicable, that:

6.1 Best Efforts. Each Party shall use its best efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all other things necessary, proper or desirable, or advisable under applicable laws, so as to permit consummation of the Acquisition by January 31, 2015, (the "Termination Date"), and otherwise to enable consummation of Acquisition, and shall cooperate fully with the Party to that end.

6.2 Publicity. The Parties agree that (a) no communication of any kind, whether written, electronic, or oral, to the shareholders of Accudata or PrivacyStar, to the public media, or otherwise, regarding the Agreement, shall be made without the express prior written consent of the authorized officers of PrivacyStar and Accudata, and (b) the contents of any such communication shall conform in all respects, whether written, electronic or oral, to the language agreed upon between the Parties.

6.3 Access; Due Diligence Information; Confidentiality.

6.3.1 Upon reasonable notice, Accudata shall afford PrivacyStar and its officers, employees, counsel, accountants and other authorized representatives, full access, during normal business hours throughout the period up to the Closing Date, to all of Accudata's and its Subsidiaries' respective properties, books, Contracts, commitments and records of Accudata or its Subsidiaries and shall furnish or cause to be furnished all such information as PrivacyStar may reasonably request.

6.3.2 PrivacyStar, Accudata, Sellers and their respective agents, attorneys and accountants will maintain the confidentiality of all information provided in connection herewith in accordance with the terms of the Confidentiality Agreement executed between the Parties on September 28, 2014, which is incorporated herein by reference and made a part hereof. The provisions of the Mutual Confidentiality and Non-disclosure Agreement shall survive the termination of this Agreement indefinitely.

6.3.3 Each Party furnishing information to the other Party pursuant to this Agreement (the "Disclosing Party") shall furnish promptly (and cause its accountants and other agents to furnish promptly) to the other Party (the "Requesting Party") a copy of each Material report, schedule and other document filed by the Disclosing Party with any Regulatory Authority or other governmental authority, and upon reasonable notice given by the Requesting Party, any other information regarding the business, properties, and personnel of the Disclosing Party as the Requesting Party may reasonably request, provided that no investigation pursuant to this Section 6.3 shall affect or be deemed to modify or waive any representation or warranty made by the Disclosing Party in this Agreement or the conditions to the obligations of the Disclosing Party to consummate the transactions contemplated by this Agreement.

6.4 Sole Agreement to Sell. Without the prior written consent of PrivacyStar and so long as this Agreement is not terminated, the Sellers shall not, and shall cause Accudata and its Subsidiaries not to, and Accudata and its Subsidiaries shall not, solicit, initiate or encourage inquiries or proposals with respect to, or furnish any nonpublic information relating to or participate in any negotiations or discussions concerning, any acquisition or purchase of all or a substantial portion of the assets of, or a substantial equity interest in, Accudata or any of its Subsidiaries or any merger or other business combination with Accudata or any of its Subsidiaries other than as contemplated by this Agreement. Sellers and Accudata shall instruct Accudata and its Subsidiaries' officers, directors, agents, advisors and Affiliates to refrain from doing any of the foregoing and shall notify PrivacyStar immediately if any such inquiries or proposals are received

by, or any such negotiations or discussions are sought to be initiated with, Accudata or any of its Subsidiaries.

6.5 No Rights Triggered. Except for those consents of Third Parties disclosed on Schedule 4.1.11, the Sellers and Accudata shall take all necessary steps to ensure that the entering into of this Agreement and the consummation of the transactions contemplated by this Agreement and any other action or combination of actions contemplated by this Agreement, do not and will not (A) result in the grant of any Rights to any Person under the Governing Documents of Accudata or under any agreement to which Accudata or any of its Subsidiaries is a Party, or (B) restrict or impair in any way the ability of PrivacyStar to exercise the rights granted under this Agreement.

6.6 Current Information.

6.6.1 During the period from the date of this Agreement to the Closing Date, the Sellers and PrivacyStar shall confer on a regular and frequent basis with the other. In addition, PrivacyStar shall be entitled to have its representatives attend all meetings of the boards of directors of Accudata, and Accudata shall provide notice to PrivacyStar at least two (2) days in advance of all of such meetings.

6.6.2 Each of Accudata and PrivacyStar shall promptly notify the other of (1) any Material change in the business or operations of it or its Subsidiaries, (2) any Material complaints, investigations or hearings (or communications indicating that the same may be contemplated) of any Regulatory Authority or other governmental authority relating to it, or as applicable its Subsidiaries, (3) the initiation or threat of Material litigation involving or relating to it or its Subsidiaries, or (4) any Material event or condition.

7. **CONDITIONS TO CONSUMMATION OF THE ACQUISITION**

7.1 Conditions to Each Party's Obligations. The obligation of the Sellers and PrivacyStar to effect the transactions contemplated hereby shall be subject to the fulfillment, at or prior to the Closing Date, of the following conditions:

7.1.1 Regulatory Approvals. The Parties shall have procured all necessary regulatory consents and approvals by the appropriate Regulatory Authorities, and any waiting periods relating thereto shall have expired; *provided, however*, that no such approval or consent shall have imposed any condition or requirement not normally imposed in such transactions that, in the opinion of PrivacyStar, would deprive PrivacyStar of the Material economic or business benefits of the transactions contemplated by this Agreement.

7.1.2 No Pending or Threatened Claims. No claim, action, suit, investigation or other proceeding shall be pending or threatened before any court or governmental agency which presents a Material risk of the restraint or the prohibition of the transactions contemplated by this Agreement or the obtaining of Material damages or other relief in connection therewith.

7.1.3 No Injunction. There shall not be in effect any order, decree or injunction of any court or agency of competent jurisdiction that enjoins or prohibits consummation of any of the transactions contemplated by this Agreement.

7.2 Conditions to Obligations of PrivacyStar. Unless waived in writing by PrivacyStar, the obligations of PrivacyStar to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions:

7.2.1 Performance. Each of the acts, undertakings, and covenants and other agreements of the Sellers and Accudata to be performed at or before the Closing Date shall have been duly performed, and the Sellers and Accudata shall not have breached any of their representations, warranties, covenants, and other agreements set forth herein.

7.2.2 Representations and Warranties. The representations and warranties of the Sellers and Accudata contained in this Agreement shall be true and correct, in all Material respects, on and as of the Closing Date with the same effect as though made on and at the Closing Date, except for any such representations and warranties that specifically relate to an earlier date, which shall be true and correct as of such earlier date.

7.2.3 Certificates. In addition to the documents described elsewhere in this Agreement, PrivacyStar shall have received the following documents and instruments:

7.2.3.1 A certificate signed by the Secretary or Assistant Secretary of Accudata certifying that: (A) Accudata's Board of Directors has duly adopted a resolution (a copy of which shall be attached to such certificate) authorizing Accudata to enter into this Agreement and certifying that such resolution has not been amended and remain in full force and effect; (B) each person executing this Agreement on behalf of Accudata is an officer of Accudata, holding the office or offices specified therein, with full power and authority to execute this Agreement and any and all other documents in connection with the Agreement, and the signature of each person on such documents is his or her genuine signature; and (C) the Governing Documents of Accudata (copies of which shall be attached to such certificate) remain in full force and effect;

7.2.3.2 A certificate signed by the President and Secretary of Accudata dated the Closing Date stating that the conditions set forth in Sections 7.2.1, 7.2.2, and 7.2.4 of this Agreement have been satisfied as of the Closing Date; and

7.2.3.3 For any Seller that is not a natural person, a certificate signed by the officer or representative of such Seller stating that such representative is duly authorized to sign this Agreement on behalf of such Seller in the capacity stated herein, and stating the basis for such authority.

7.2.4 No Material Change. During the period from December 31, 2013 to the Closing Date, no Material change in the business, property, assets, Liabilities, prospects, operations, liquidity, income or condition (financial or otherwise) of Accudata shall have occurred.

7.2.5 Destruction of Property. Between the date of this Agreement and the Closing Date, there shall have been no damage to or destruction of real property, improvements or personal property of Accudata which Materially reduces the market value of such property, and no zoning or other order, limitation or restriction imposed against the same, that might have a Material impact upon the operations, business, future operations, or prospects of Accudata; *provided, however*, that the availability of insurance coverage may be taken into account in determining whether there has been such a Material impact or Material reduction in market value.

7.2.6 Inspections Permitted. Between the date of this Agreement and the Closing Date, Accudata shall have afforded PrivacyStar and its authorized agents and representatives reasonable access during normal business hours to the properties, operations, books, records, Contracts, documents and other information of or relating to Accudata and its Subsidiaries. Accudata shall have caused all Accudata and Accudata Subsidiary personnel to provide reasonable assistance to PrivacyStar in its investigations of all matters related to Accudata and its Subsidiaries.

7.2.7 Other Business Combinations, Etc. Other than as contemplated hereunder, subsequent to the date of this Agreement, neither the Sellers, Accudata nor any Accudata Subsidiary shall have entered into any agreement, letter of intent, understanding or other arrangement pursuant to which the Sellers would sell the Accudata Stock or Accudata and any Accudata Subsidiary would merge, consolidate with, effect a business combination with, or sell any substantial part of Accudata's or any Accudata Subsidiary's assets; acquire a significant part of the share of assets of any other person or entity (financial or otherwise); or adopt any "poison pill" or other type of anti-takeover arrangement, any shareholder rights provision, or any "golden parachute" or similar program which would have the effect of Materially decreasing the value of Accudata or any Accudata Subsidiary or the benefits of acquiring Accudata Stock.

7.2.8 Maintenance of Certain Covenants. At the Closing Date: (i) neither Accudata nor any Accudata Subsidiary shall have issued or repurchased from the date hereof any additional equity or debt securities, or any rights to purchase or repurchase such securities (therefore, there shall be not more than the number of shares of Accudata Stock set forth in the Recitals of this Agreement validly issued and outstanding at the Closing Date); and (ii) from December 31, 2013, there shall have been no extraordinary sale of assets by Accudata or any Accudata Subsidiary.

7.2.9 No Litigation. No action, suit, or other proceeding before any court or any governmental authority pertaining to the transactions contemplated by this Agreement or against the Sellers, Accudata or any of Accudata's Subsidiaries or Materially affecting Accudata or any of its Subsidiaries shall have been instituted or threatened on or before the Closing Date.

7.2.10 Covenants Not to Compete. PrivacyStar shall have received Covenant Not to Compete Agreements from each of the Sellers at the Closing in substantially the form of Exhibit C.

7.2.11 PrivacyStar Stockholders Agreement. PrivacyStar shall have received Instruments of Adherence at the Closing in substantially the form of Exhibit D from each Seller agreeing to become a party to and be bound by the PrivacyStar Stockholders Agreement.

7.2.12 PrivacyStar Preemptive Rights Agreement. PrivacyStar shall have received Instruments of Adherence at the Closing in substantially the form of Exhibit E from each Seller agreeing to become a party to and be bound by the PrivacyStar Preemptive Rights Agreement.

7.2.13 Books and Records. PrivacyStar shall have received all books and records (including computer-stored data) of Accudata and its Subsidiaries;

7.2.14 Corporate Records. PrivacyStar shall have received the originals of the minute book, stock record book, and corporate seal of Accudata and its Subsidiaries;

7.2.15 Resignations. PrivacyStar shall have received the written resignations of all of the officers and directors of Accudata and its Subsidiaries; and

7.2.16 Release of Claims. PrivacyStar shall have received a duly executed Release of Claims (defined hereinafter) executed by Seller in the form of attached Exhibit F;

7.2.17 Termination of Employment Agreements. PrivacyStar shall have entered into agreements with Sellers, M. Gregory Smith and Monica Martino, to termination their employment agreements with Accudata effective upon the closing, with such agreements to provide for the waiver and release by such Sellers of any severance or other payment by PrivacyStar and Accudata as a result of such termination.

7.2.18 Termination of Shareholder Agreements. Sellers shall have terminated their respective shareholders agreements with Accudata as of the closing.

7.2.19 Continued Participation. PrivacyStar shall have satisfied itself that the following employees will remain actively involved in the business of Accudata and PrivacyStar for a time period acceptable to PrivacyStar, but not to exceed 12 months following the Closing: Monica Martino, Taylor Cleghorn, James White and Kevin Nguyen.

7.2.20 Stock Powers. PrivacyStar shall have received three (3) stock powers from each of the Sellers, each executed in blank, for the use, if so provided by Section 9, with the Escrowed Stock Consideration.

7.2.21 Financing. The condition in Section 8.1.6 shall have been satisfied.

7.3 Conditions to Obligations of Accudata. Unless waived in writing by the Sellers, the obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction of Sellers at or prior to the Closing Date of the following conditions:

7.3.1 Performance. Each of the acts, undertakings, and covenants of PrivacyStar to be performed at or before the Closing Date shall have been duly performed, and PrivacyStar shall not have breached any of its respective representations, warranties, covenants, and other agreements set forth herein.

7.3.2 Representations and Warranties. The representations and warranties of PrivacyStar contained in this Agreement shall be true and correct, in all Material respects, on and as of the Closing Date with the same effect as though made on and at the Closing Date, except for any such representations and warranties that specifically relate to an earlier date, which shall be true and correct as of such earlier date.

7.3.3 Officer's Certificate. In addition to the documents described elsewhere in this Agreement, the Sellers shall have received the following documents and instruments:

7.3.3.1 A certificate signed by the Secretary or Assistant Secretary of PrivacyStar certifying that: (A) PrivacyStar's Board of Directors has duly adopted a resolution (a copy of which shall be attached to such certificate) approving the substantive terms of this Agreement and authorizing the consummation of the transactions contemplated by this Agreement and certifying that such resolutions have not been amended and remain in full force and effect; (B) each person executing this Agreement on behalf of PrivacyStar is an officer of PrivacyStar, holding the office or offices specified therein, with full power and authority to execute this Agreement and any and all other documents in connection with the Agreement, and the signature of each person on such documents is his or her genuine signature; and (C) the Governing Documents of PrivacyStar (copies of which shall be attached to such certificate) remain in full force and effect; and

7.3.3.2 A certificate signed by the President and Chief Financial Officer of PrivacyStar dated the Closing Date stating that the conditions set forth in Sections 7.3.1, 7.3.2 and 7.3.4 of this Agreement have been satisfied as of the Closing Date.

7.3.4 No Material Change. During the period from December 31, 2013 to the Closing Date, no Material change in the business, property, assets, Liabilities, prospects, operations, liquidity, income or condition (financial or otherwise) of PrivacyStar shall have occurred.

7.3.5 Legal Proceedings. No proceeding shall, on the Closing Date, be pending or threatened seeking to restrain, prohibit, or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

7.3.6 Other Documents. The Sellers shall have received the certificates, instruments and documents listed below:

7.3.6.1 A stock certificate or certificates in definitive form representing the Stock Consideration to be delivered to each Seller pursuant to Section 2.4.2.2, registered in the name of such Seller and duly executed by PrivacyStar.

7.3.6.2 A certificate of good standing from the Department of State of the State of Delaware, dated not more than 30 days prior to the Closing Date, as to the good standing of PrivacyStar under the laws of such state.

7.3.6.3 Such other certificates, instruments and documents as may be reasonably requested by the Sellers to carry out the intent and purposes of this Agreement.

8. TERMINATION

8.1 Termination Upon Certain Conditions. In the event of the termination or abandonment of this Agreement pursuant to the provisions of this Section 8.1, the Agreement shall become void and have no force or effect, without any further liability on the part of the Sellers or PrivacyStar, Accudata, or their directors or officers or shareholders with respect to this Agreement. This Agreement may be terminated prior to the Closing Date, either before or after receipt of required shareholder approvals, under the following conditions:

8.1.1 Mutual Consent. By the mutual consent evidenced by a writing signed by the Sellers and PrivacyStar;

8.1.2 Delay. By either Sellers or PrivacyStar in the event the Acquisition is not consummated by the Termination Date, unless the failure of the consummation of the transactions to occur shall be due to the failure of the Party seeking to terminate this Agreement to perform its obligations hereunder in a timely manner; *provided, however*, that neither the Sellers nor PrivacyStar may not terminate the Agreement pursuant to this Section 8.1.2 if it is in Material breach of any of the provisions of the Agreement;

8.1.3 No Regulatory Approvals. By Sellers or PrivacyStar, in the event that, absent the Material breach of the terminating party, any of the required regulatory approvals set forth in Section 7.1.1 are denied (or should any such required approval be conditioned upon a substantial deviation from the transactions contemplated); *provided, however*, that either the Sellers or PrivacyStar may extend the term of this Agreement for a sixty (60)-day period to prosecute diligently and overturn such denial provided that such denial has been appealed within fifteen (15) Business Days of the receipt thereof;

8.1.4 Unsatisfactory Due Diligence. By PrivacyStar, if PrivacyStar (i) during the course of its due diligence review discovers events, occurrences or circumstances that, either individually or in the aggregate, would be expected, in the exercise of PrivacyStar's reasonable judgment, to cause a Material adverse effect with respect to the financial condition, results of operations, business, future operations or prospects of Accudata or any of its Subsidiaries and (ii) PrivacyStar gives written notice to the Sellers that PrivacyStar is exercising the right of termination pursuant to this Section 8.1.4;

8.1.5 Securities Law Exemption. By PrivacyStar, in the event it believes, in the exercise of its or its counsel's reasonable judgment, that the issuance of the PrivacyStar Series B Preferred Stock (1) is not or may not be exempt from registration under the Securities Act or any applicable state securities laws, or (2) would require PrivacyStar's registration as a broker-dealer, agent or similar registration under any applicable state securities laws; or

8.1.6 Financing. By PrivacyStar, in the exercise of its sole discretion, in the event it cannot secure financing on terms and conditions acceptable to PrivacyStar.

8.2 Termination for Breach. This Agreement may be terminated prior to the Closing Date, either before or after receipt of required shareholder approvals, by either Sellers or PrivacyStar if there has been a Material breach on the part of the other Party of its representations, warranties, covenants, or other agreements set forth herein or in any Schedule or certificate delivered pursuant hereto. The non-breaching Party expressly reserves all rights and remedies available in law or equity if this Agreement is terminated for breach.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

9.1 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants contained in this Agreement and all other terms and conditions hereof shall survive for a period of two (2) years following the Closing Date after which time they shall be of no further force and effect; provided, however, the covenants set forth in Sections 6.3.2, 9.2 through 9.7, 10.3, 10.5 and 10.12 hereof shall survive indefinitely.

9.2 Sellers' Indemnity.

9.2.1 General Indemnification Items. Subject to Sections 9.4 and 9.6 hereof, Sellers hereby severally agree to indemnify, defend and hold PrivacyStar harmless against, and in respect of, any and all claims, demands, losses, damages and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "Losses"), which PrivacyStar shall incur or suffer, which arise, result from, or relate to (a) any default, breach or violation of, or inaccuracy in, or failure by any Seller or Accudata to perform any of their or its representations, warranties, covenants or agreements in this Agreement or in any other instrument furnished or to be furnished under this Agreement or (b) any Taxes asserted against Accudata at any time which arise out of, or are in any manner connected with, the conduct of its business prior to the Closing Date; provided, however, the aggregate indemnification liability of Sellers' under this Section 9.2.1 shall not exceed \$750,000 (the "GR&W Cap"); and

9.2.2 Specific Indemnification Items. Subject to Sections 9.4 and 9.6 hereof, Sellers hereby severally agree to indemnify, defend and hold PrivacyStar harmless against, and in respect of, losses, damages and expenses, including, but not limited to, reasonable attorneys' fees attributable to those matters set forth on Schedule 9.2.2; provided, however, the aggregate indemnification liability of Sellers' under this Section 9.2.2 shall not exceed \$2,000,000 in the aggregate (the "Sustainability Cap"). Further, Seller's liability for the revenue commitment (as set forth in Section 1 of Schedule 9.2.2) (the "Revenue Commitment") shall not exceed \$500,000 and the Sellers' liability for the data supply commitment (as set forth in Section 2 of Schedule 9.2.2) (the "Data Supply Commitment") shall not exceed \$1,500,000.

9.2.3 The liability of Sellers with respect to the representations and warranties of Sellers contained in this Agreement or in any certificate, instrument, or document delivered pursuant hereto shall be several (and expressly not joint and several). Additionally, with respect to the representations and warranties set forth in Sections 2.5, 4.1.3, 4.1.6, 4.1.7, 4.1.22 and 4.1.25,

each Seller shall only be liable with respect thereto to the extent such representation or warranty applies to himself, herself or itself.

9.3 PrivacyStar's Indemnity. PrivacyStar hereby agrees to indemnify, defend and hold Sellers harmless against, and in respect of, any and all Losses, which Sellers shall incur or suffer, which arise, result from, or relate to any default, breach or violation of, or inaccuracy in or failure by PrivacyStar to perform any of their representations, warranties, covenants or agreements in this Agreement or in any other instrument furnished or to be furnished under this Agreement.

9.4 Limitation. No Party shall be liable for any claim for indemnification hereunder unless written notice of a claim for indemnification is delivered by the Party seeking indemnification to the Party from whom indemnification is sought with respect to any such breach before the applicable survival date specified in Section 9.1 hereof (in which case such indemnification obligation shall survive the time at which it would otherwise terminate pursuant to Section 9.1). All notices given pursuant to Sections 9.2 through 9.6 shall set forth with reasonable specificity the basis for such claim for indemnification.

9.4.1 The amount of Losses required to be paid by any party to indemnify any other party pursuant to this Section 9 as a result of any claim shall be reduced to the extent of any amounts actually received by such other party after the Closing Date pursuant to the terms of the insurance policies (if any) covering such claim.

9.4.2 Any indemnity payments owed by any party to any other party pursuant to this Section 9 shall be reduced by any tax benefits to the party claiming indemnity under this Section 9 and increased by any tax detriments to the party claiming indemnity under this Section 9.

9.4.3 The indemnification obligations of the parties pursuant to this Section 9 shall be limited to actual Losses and shall not, except in the case of a willful breach of this Agreement, include incidental, consequential, indirect, punitive, or exemplary Losses, provided that any incidental, consequential, indirect, punitive, or exemplary Losses recovered by a third party (including Regulatory Authorities) against a person entitled to indemnity pursuant to this Section 9 shall be included in the Losses recoverable under such indemnity.

9.4.4 Notwithstanding any provision of this Agreement to the contrary, Sellers and PrivacyStar acknowledge that the Losses incurred by PrivacyStar as a result of the failure to meet the Revenue Commitment or the Data Supply Commitment are difficult to determine and Sellers and PrivacyStar have agreed to specify, stipulate and liquidate the Loss amounts set forth in Section 9.2.2 and Schedule 9.2.2. As a result, in the event the revenue goal is not met, all or a portion of the Escrowed Shares – Revenue shall not be released and the Martino Note shall be reduced (as described in Schedule 9.2.2) in satisfaction of PrivacyStar's indemnification right and claim related thereto. Further, in the event there is a Data Supply Change, the Escrowed Shares – Data shall not be released, the Martino Note shall be reduced and the Deferred Cash Payment will not be paid (each as described in Schedule 9.2.2) in satisfaction of PrivacyStar's indemnification claims related thereto. Sellers acknowledge the Section 9.4.3 shall not apply only with respect to the Revenue Commitment or the Data Supply Commitment.

9.5 Defense of Third Party Claims. The obligations of Sellers, Accudata, and PrivacyStar with respect to their respective indemnities hereunder resulting from any claim or other assertion of liability by third parties (hereinafter collectively, "Third Party Claim(s)"), shall be subject to the following terms and conditions:

9.5.1 The Party seeking indemnification (the "Indemnified Party") shall give written notice of any such Third Party Claim to the party from whom identification is sought (the "Indemnifying Party") within a reasonable time after the Indemnified Party receives notice thereof; provided, however, the failure to give notice timely shall not affect the Indemnifying Party's obligation hereunder except to the extent that such failure prejudices the Indemnifying Party or its ability to defend such Third Party Claims.

9.5.2 The Indemnifying Party shall have the right to undertake, at its own expense, with counsel or other representatives of its own choosing and reasonably acceptable to the Indemnified Party, the defense or settlement of any such Third Party Claim.

9.5.3 In the event that the Indemnifying Party shall have the right to undertake the defense of any Third Party Claim, but shall fail to notify the Indemnified Party within ten (10) Business Days of receipt of the notice that it has elected to undertake such defense or settlement, or if at any time the Indemnifying Party shall otherwise fail to diligently defend or pursue settlement of such claim, then the Indemnified Party shall have the right to undertake the defense, compromise, or settlement of such claim, subject to subsection 9.5.4, with counsel reasonably acceptable to the Indemnifying Party.

9.5.4 Neither Party shall settle any Third Party Claim without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In the event the Indemnifying Party submits to the Indemnified Party a bona fide settlement offer from the third party claimant of any Third Party Claim (which settlement offer shall include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such claim) and the Indemnified Party refuses to consent to such settlement, then thereafter the Indemnifying Party's liability to the Indemnified Party for indemnification hereunder with respect to such Third Party Claim shall not exceed the settlement amount included in said bona fide settlement offer, and the Indemnified Party shall either assume the defense of such Third Party Claim or pay the Indemnified Party's attorney fees and other out-of-pocket costs incurred thereafter in continuing the defense of such claim. Regardless of which party is conducting the defense of any such Third Party Claim, the other party, with counsel or other representatives of its own choosing and at its sole cost and expense, shall have the right to consult with the party conducting the defense of such claim and its counsel or other representatives concerning such claim and the Indemnifying Party and the Indemnified Party and their respective counsel or other representatives shall cooperate with respect to such claim, and the party conducting the defense of any such claim and its counsel shall in any case keep the other party and its counsel (if any) fully informed as to the status of any claim and any matters relating thereto. Each party shall provide to the other party such records, books, documents and other materials as shall reasonably be necessary for such party to conduct or evaluate the defense of any Third Party Claim and will generally cooperate with respect to any matters relating thereto.

9.5.5 Any amount of an Indemnified Party's indemnification costs that become due with respect to Third Party Claims, whether or not through settlement or adjudication, including periodic costs to defend any claim or demand, shall be paid promptly by the Indemnifying Party within thirty (30) days after written demand therefor.

9.6 Escrow.

9.6.1 At the Closing, Sellers shall deliver to PrivacyStar to be held in escrow, 18,520,876 shares, in the aggregate, of the Series B Convertible Preferred Stock issued to the Sellers at the Closing (with one-third of such shares being issued to each Seller) (the "Escrowed Stock Consideration") and available for use in satisfaction of the indemnification claims of PrivacyStar as provided herein.

9.6.1.1 5,787,775 shares of the Escrowed Stock Consideration (the "Escrowed Shares – Revenue") shall be escrowed specifically for the Revenue Commitment, and shall not be subject to claim by PrivacyStar for any indemnification obligation of Sellers except the Revenue Commitment. In the event PrivacyStar makes a claim against the Escrowed Shares – Revenue, Sellers and PrivacyStar agree that the value of the Escrowed Shares – Revenue shall be deemed to be \$312,500 for such purpose.

9.6.1.2 17,363,323 shares of the Escrowed Stock Consideration (the "Escrowed Shares – Data") shall be escrowed specifically for the Data Supply Commitment, and shall not be subject to claim by PrivacyStar for any indemnification obligation of Sellers except the Data Supply Commitment. In the event PrivacyStar makes a claim against the Escrowed Shares – Data, Sellers and PrivacyStar agree that the value of the Escrowed Shares – Data shall be deemed to \$937,500 for such purpose.

9.6.2 In addition to the Escrowed Stock Consideration, the Martino Note and the Deferred Cash Payment (the "Escrowed Cash Consideration") shall be held in escrow by PrivacyStar and available for use to satisfy the indemnification claims of PrivacyStar as provided herein.

9.6.3 The Escrowed Stock Consideration and Escrowed Cash Consideration may be used by PrivacyStar to satisfy indemnification claims as follows:

9.6.3.1 The Escrowed Shares – Revenue may only be used by PrivacyStar to satisfy an indemnification claim with regard to the Revenue Commitment;

9.6.3.2 The Escrowed Shares – Data may only be used by PrivacyStar to satisfy an indemnification claim with regard to the Data Supply Commitment;

9.6.3.3 The Martino Note shall be escrowed and may be used by PrivacyStar to satisfy indemnification claims in the following order:

(a) First, in satisfaction of a claim by PrivacyStar with regard to the Revenue Commitment, but only after the utilization of the Escrowed Shares - Revenue;

(b) Second, and to the extent not used to satisfy a claim by PrivacyStar with regard to the Revenue Commitment, in satisfaction of a claim by PrivacyStar with regard to the Data Supply Commitment; and

(c) Third, and to the extent not used to satisfy a claim by PrivacyStar with regard to the Revenue Commitment and the Data Supply Commitment (as set forth in subsections (a) and (b) above), in satisfaction Losses pursuant to Section 9.2.1.

9.6.3.4 The Deferred Cash Payment shall be escrowed and may be used by PrivacyStar to satisfy indemnification claims in the following order:

(a) First, in satisfaction of a claim by PrivacyStar with regard to the Data Supply Commitment; and

(b) Second, and to the extent not used to satisfy a claim by PrivacyStar with regard to the Data Supply Commitment (as set forth in subsections (a) and (b) above), in satisfaction Losses pursuant to Section 9.2.1.

9.6.4 In the event PrivacyStar makes a claim of indemnification with regard to the Escrowed Stock Consideration, the value of such shares for purposes of satisfying PrivacyStar's claim shall be the greater of (i) the issuance value of such shares (as provided in Schedule 9.2.2) or (ii) in the event PrivacyStar has issued shares after the closing but prior to the release of the Escrowed Stock Consideration, the value of such shares on a fully diluted basis based upon the capitalization value used by PrivacyStar for such share issues. The parties acknowledge that PrivacyStar and Sellers agreed upon a capitalization value for this Agreement as provided in Section 2.2.

9.6.5 Sellers and PrivacyStar acknowledge that the escrow shall terminate on December 31, 2015 and to the extent PrivacyStar has not made an indemnification claim on or before such date, PrivacyStar shall release the Escrowed Stock Consideration, pay the Martino Note pursuant to its terms and pay the Deferred Cash Payment to Sellers; provided, however, in the event PrivacyStar reasonably believes the Revenue Commitment will not be met, the Data Supply Commitment will not be met, or a Loss may be incurred by PrivacyStar (but a definitive determination thereof has not been made), PrivacyStar shall provide notice thereof to Sellers, and PrivacyStar may retain the Escrowed Stock Consideration, defer payment of the Martino Note (which shall continue to accrue interest pursuant to its terms) and defer payment of the Deferred Cash Payment for reasonable period until a definitive determination that such commitments have been met or the amount of the Losses have been determined by PrivacyStar; *provided, however*, in the event PrivacyStar has provided notice pursuant to this Section 9.6.5 and has not, in good faith, made a formal claim of indemnification by January 31, 2016, the Escrow Stock Consideration, the Martino Note and the Deferred Cash Payment shall be released from escrow by PrivacyStar.

9.7 Exclusivity. The parties hereto agree that, in relation to any breach, default, or nonperformance of any representation, warranty, covenant, or agreement made or entered into by a party hereto pursuant to this Agreement or any certificate, instrument, or document delivered pursuant hereto, the only relief and remedy available to the other party hereto in respect of said breach, default, or nonperformance shall be:

9.7.1 termination, but only if said termination is expressly permitted under the provisions of Section 8; or

9.7.2 damages, but only to the extent properly claimable hereunder and as limited pursuant to this Section 9 or otherwise hereunder; or

9.7.3 specific performance if a court of competent jurisdiction in its discretion grants the same; or

9.7.4 injunctive or declaratory relief if a court of competent jurisdiction in its discretion grants the same.

EXCEPT IN THE CASE OF FRAUD OR INTENTIONAL MISREPRESENTATION BY A PARTY, THE PARTIES HERETO ALSO AGREE THAT NO ACTION FOR TERMINATION OR RESCISSION, OR CLAIMING REPUDIATION, OF THIS AGREEMENT MAY BE BROUGHT OR MAINTAINED BY EITHER PARTY AGAINST THE OTHER FOLLOWING THE CLOSING DATE NO MATTER HOW SEVERE, GRAVE, OR FUNDAMENTAL ANY SUCH BREACH, DEFAULT, OR NONPERFORMANCE MAY BE BY ONE PARTY. ACCORDINGLY, THE PARTIES HEREBY EXPRESSLY WAIVE AND FOREGO ANY AND ALL RIGHTS THEY MAY POSSESS TO BRING ANY SUCH ACTION, AND THE PARTIES SHALL RELY SOLELY UPON THE REMEDIES EXPRESSLY PROVIDED FOR THIS IN THIS AGREEMENT AS THEIR SOLE RECOURSE.

10. OTHER MATTERS

10.1 Waiver, Amendment. Prior to the Closing Date, any provision of this Agreement may be (A) waived in writing by the Party benefited by the provision, or (B) amended or modified at any time (including the structure of the transactions contemplated by this Agreement) by an agreement in writing among the Sellers, Accudata and PrivacyStar.

10.2 Counterparts. This Agreement may be executed in one or more facsimile or imaged counterparts, each of which shall be deemed to constitute an original. This Agreement shall become effective when one counterpart has been signed by each Party.

10.3 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Arkansas, except as federal law may be applicable.

10.4 Expenses. Each Party will bear all expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

10.5 Notices. All notices, demands, and requests given or required to be given by one Party to the other Parties shall be in writing. All such notices, demands, and requests shall be deemed to have been properly given if served in person, sent by email (followed by a copy sent by U.S. Mail) or by prepaid nationally recognized overnight delivery service providing proof of delivery, addressed as follows:

If to PrivacyStar, to:
First Orion Corp.
1111 Main Street, 2nd Floor
Conway, Arkansas 72032
Attn: Jeff Stalnaker, Chief Operating Officer
Email: jstalnaker@privacystar.com

With a copy to:
Baxter, Jewell & Dobson, P.A.
1 Information Way, Suite 210
Little Rock, Arkansas 72202
Attn: Samuel R. Baxter, Esq.
Email: sbaxter@bjd-law.com

If to Accudata:
Accudata, Inc.
800 N. Watters, Suite 130
Allen, TX 75103
Attn: Mr. M. Gregory Smith,
President and CEO
Email: greg1969@txmgsmith.com

If to Sellers:
Mr. M. Gregory Smith
751 Timberwood La.
Fairview, TX 75069
Email: greg1969@txmgsmith.com

Ms. Monica Martino
1719 Hackberry Branch Dr.
Allen, TX 75002
Email: monicam@monica.martino.name

Mr. Taylor Cleghorn
205 Florence Ct.
Allen, TX 75013
Email: taylor@tdc.name

With a copy to:
Ferguson Braswell & Fraser, P.C.
2500 Dallas Parkway, Suite 501
Plano, Texas 75093
Attn: L. Kyle Ferguson, Esq.
Email: kferguson@dallasbusinesslaw.com

Notices, demands and requests sent pursuant to this section shall be deemed to be received (A) on the date of delivery if received by email (and followed by U.S. Mail) or by person and, (B) on the next Business Day if sent by prepaid overnight delivery service.

10.6 Time Is Of The Essence. The Parties hereto agree that time is of the essence with respect to the Closing Date and each and every condition and covenant contained herein.

10.7 Assignment. The assignment of this Agreement by a Party without the express written consent of the other Parties hereto shall be void.

10.8 Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns.

10.9 Severability. The holding of any provision of this Agreement invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

10.10 Entire Understanding; No Third Party Beneficiaries. This Agreement and the Mutual Confidentiality and Non-Disclosure Agreement represent the entire understanding of the Parties with reference to transactions contemplated by this Agreement and supersede any and all other oral or written agreements previously made. Nothing in this Agreement, expressed or implied, is intended to confer upon any Person other than the Parties any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

10.11 Enforcement Proceedings. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity pursuant to this Agreement. In any action or proceeding in connection with the enforcement of this Agreement, the prevailing Party will be entitled to reimbursement of its reasonable attorneys' fees and expenses from the non-prevailing Party.

10.12 Benefit Plans. Upon consummation of the Acquisition, all employees of Accudata and Accudata's Subsidiaries, except those with whom PrivacyStar enters into written employment agreements, shall be deemed to be at-will employees of PrivacyStar. From and after the Closing Date, employees of Accudata and Accudata's Subsidiaries shall be entitled to participate in the

pension, employee benefit and similar plans (including stock option, bonus or other incentive plans) on substantially the same terms and conditions as similarly situated employees of PrivacyStar. For the purpose of determining eligibility to participate in such plans and the vesting of benefits under such plans, PrivacyStar shall give effect to years of service with Accudata or Accudata's Subsidiaries, as the case may be, as if such service were with PrivacyStar. Employees of Accudata and Accudata's Subsidiaries will be entitled to carry over unused vacation days and sick leave accrued as of the Closing Date subject to PrivacyStar's vacation, sick leave and paid time off guidelines.

10.13 Headings. The headings contained in this Agreement are for reference purposes only and are not part of this Agreement.

(Signatures on page following.)

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

ACCUDATA: Accudata, Inc.

By: M. Gregory Smith
Name: M. GREGORY SMITH
Title: PRESIDENT & CEO

PRIVACYSTAR: First Orion Corp.

By: Jeffrey D. Saloner
Name: Jeffrey D. Saloner
Title: COO

SELLERS:

M. Gregory Smith
M. Gregory Smith

Monica Martino
Monica Martino

Taylor Cleghorn
Taylor Cleghorn

LIST OF ACCUDATA SCHEDULES

Schedule Reference	Schedule Name
3.1	Capital Stock
3.4	Lines of Business; Operating Procedures, Etc.
3.5	Liens and Encumbrances
3.6	Compensation; Employment Agreements, Etc.
3.7	Benefit Plans
3.8	Continuance of Business
3.11	Changes in Contracts
4.1.2	Foreign Jurisdictions
4.1.3	Outstanding Shares
4.1.4	Accudata Subsidiaries
4.1.7	Defaults
4.1.8	Accudata Financial Reports
4.1.9	Absence of Undisclosed Liabilities
4.1.10	Events of Material Effect
4.1.11	Properties; Encumbrances; Leases
4.1.12	Intellectual Property Rights
4.1.13	Litigation
4.1.14	Compliance with Laws
4.1.15	Contracts; Data Acquisition and Sale Contracts
4.1.16	Brokers and Finders
4.1.17	Employee Benefit Plans
4.1.20	Insurance
4.1.23	Environmental Matters
4.1.24	Tax Returns
4.1.27	Commitments and Contracts
4.1.28	Claims of Officers, Directors and Employees
9.2.2	Specific Indemnification Items

LIST OF PRIVACYSTAR SCHEDULES

Schedule Reference	Schedule Name
5.2	PrivacyStar Jurisdictions
5.3	Rights on PrivacyStar Shares
5.7	PrivacyStar Defaults
5.8	PrivacyStar Financial Reports
5.10	PrivacyStar Brokers and Finders
5.12	PrivacyStar Legal Proceedings

List of Exhibits

- Exhibit A – Distribution of Cash Proceeds at Closing
- Exhibit B – Martino Note
- Exhibit C – Covenant Not to Compete Agreement
- Exhibit D – Instrument of Adherence to PrivacyStar Stockholders Agreement
- Exhibit E – Instrument of Adherence to PrivacyStar Preemptive Rights Agreement
- Exhibit F – Release of Claims
- Exhibit G – Cash to be Retained by Accudata

SCHEDULE 4.1.4

Accudata Subsidiaries

Accudata owns 100% of I D You, LLC, a Texas limited liability company.

SCHEDULE 4.1.12

Intellectual Property Rights

PATENTS

PATENT/ DOCKET NO.	TITLE	INVENTION	STATUS	NEXT ACTION
7,373,335 Docket No: 125310- 1000	System and Method for Processing Database Queries	The present invention provides a system and method for processing a database query between one or more clients and one or more databases. The database query, which is formatted using a first protocol, is received from one of the clients. One of the databases is selected to process the database query and the database query is translated from the first protocol to a second protocol. The translated database query is then sent to the selected database for processing. A response to the database query, which is formatted using the second protocol, is received from the selected database and the response is translated from the second protocol to the first protocol. The present invention determines which of the clients sent the database query and sends the translated response to the client that sent the database query. This method can be implemented as a computer program embodied on a computer readable medium.	Issued Patent Patent Number: 7,373,335 Issue Date: 05/13/2008	SOLD TO OIN with a license back 11/13/2015 – 7.5 Year Maintenance Fee Due
7,644,169 Docket No: 125310- 1001	System and Method for Providing Connectivity Between Two Different Networks Using Different Protocols	A system and a method for providing message connectivity between a first network using a first protocol and a second network using a second protocol. If a message is received from the first network, the message is processed using one or more digital signal processors, a destination in the second network is determined, the processed	Issued Patent Patent Number: 7,644,169 Issue Date: 01/05/2010	SOLD TO OIN with a license back 07/05/2017 – 7.5 Year Maintenance Fee Due

		message is logged and translated into the second protocol, and the translated message is sent to the destination in the second network. If the message is received from the second network, the message is translated into the first protocol, a destination in the first network is determined, the translated message is logged and processed using one or more digital signal processors, and the processed message is sent to the destination in the first network. This method can be implemented as a computer program embodied on a computer readable medium.		
10/937,064 Docket No: 0042004	Determining if a Telephone Number is a Working Telephone Number	A system, method, and computer readable medium for determining if a telephone number is a working number comprises receiving at least one phone number by a first module, validating the phone number by the first module, if the phone number is validated, receiving the phone number by a second module, receiving data related to the phone number by the second module and determining that the phone number is a working telephone number by the first module based on the received data.	Abandoned	Can file a Petition to Revive if desired
10/960,870	Call Forward Detection		Abandoned	Can file a Petition to Revive if desired
11/247,956 Docket No: 0062004	Assured Billing Lookup		Abandoned	Can file a Petition to Revive if desired
8,619,960 Docket No: 0012006	System, Method, and Computer Readable Medium for Establishing Communication Between Devices (i.e.		Issued Patent Patent Number: 8,619,960 Issue Date:	Sold to OIN with license back 12/25/2016 – 3.5 Year

	Asterisk)		06/25/2013	Maintenance Fee Due
11/488,224	Apparatus, Method, and Computer Readable Medium Utilizing an Integrated Search Toll For Telecommunication Databases		Abandoned	Can file a Petition to Revive if desired
DOCKET 0042006	Location Based Purchasing of Goods and Services		Completed 09/26/2006	Not filed - A non-Accudata individual was involved with this application.
8,161,176 Docket No: 125310-1001CON	System and Method For Providing Connectivity Between Two Different Networks Using Different Protocols (CON)	The present invention provides a system and method for providing message connectivity between a first network using a first protocol and a second network using a second protocol. If a message is received from the first network, the message is processed using one or more digital signal processors, a destination in the second network is determined, the processed message is logged and translated into the second protocol, and the translated message is sent to the destination in the second network. If the message is received from the second network, the message is translated into the first protocol, a destination in the first network is determined, the translated message is logged and processed using one or more digital signal processors, and the processed message is sent to the destination in the first network. This method can be implemented as a computer program embodied on a computer readable medium.	Issued Patent Patent Number: 8,161,176 Issue Date: 4/17/2012	Sold to OIN with license back 10/17/2015 – 3.5 Year Maintenance Fee Due
11/801,512 Docket No: ATI0107	System, Method, and Computer Readable Medium for Lead	A system, method, and computer readable medium for lead validation comprising receiving a phone number, determining a	Abandoned	Can file a Petition to Revive if

	Validation	caller name based on the received phone number, searching for the caller name, and if the caller name is found and if the found caller name matches the determined caller name, assigning the received phone number as a good lead.		desired
60/934,407 Docket No: ATI0207	System, Method, and Computer Readable Medium for Providing Enhanced Automatic Number Identification Functionality		1. Filed 06/13/2007	Converted to Full Patent Application 11/974,983
11/974,983 Docket No: 0022007	Providing Additional Information To Called Parties	A system, method, and computer readable medium for providing additional information to called parties comprises receiving a call from a calling party, performing a lookup of information associated with the calling party in a database via an Internet Protocol connection based on an identifier including at least one of the calling party and the called party; and providing the information to a called party if the information is located in at least one of the database and at least one other database.	Issued Patent Patent Number: 8,625,762 Issue Date: 4/17/2012	3.5 Year Maintenance Fee due 7/7/2017
8,488,754 Docket No: 0032007	IP-Enabled Calling Name Delivery	A method, system, and computer readable medium comprising instructions for providing Internet protocol enabled information delivery are provided. Information from a calling party is received at an Internet protocol enabled device. A lookup of information relating to the calling party is performed in a database via an Internet protocol connection. A message is received from the database comprising information relating to the calling party.	Issued Patent Patent Number: 8,488,754 Issue Date: 07/16/2013	3.5 Year Maintenance Fee due 04/01/2017
13/410,356 Docket No:	System and method for processing database	The present invention provides a system and method for processing	Filed 3/2/2012 Office Action	Issue Fee Due 12/25/2014

0012008- CON1	queries (CON)	a database query between one or more clients and one or more databases. The database query, which is formatted using a first protocol, is received from one of the clients. One of the databases is selected to process the database query and the database query is translated from the first protocol to a second protocol. The translated database query is then sent to the selected database for processing. A response to the database query, which is formatted using the second protocol, is received from the selected database and the response is translated from the second protocol to the first protocol. The present invention determines which of the clients sent the database query and sends the translated response to the client that sent the database query. This method can be implemented as a computer program embodied on a computer readable medium.	mailed on 09/26/2013 Notice of Allowance mailed on 0925/2014	
8,307,106 Docket No: 125310- 1001CON2	System and Method For Providing Connectivity Between Two Different Networks Using Different Protocols (CON)	The present invention provides a system and method for providing message connectivity between a first network using a first protocol and a second network using a second protocol. If a message is received from the first network, the message is processed using one or more digital signal processors, a destination in the second network is determined, the processed message is logged and translated into the second protocol, and the translated message is sent to the destination in the second network. If the message is received from the second network, the message is translated into the first protocol, a destination in the first network is determined, the translated message is logged and processed	Issued Patent Patent Number: 8,307,106 Issue Date: 11/06/2012	Sold to OIN with license back 5/6/2016 – 3.5 Year Maintenance Fee Due

		using one or more digital signal processors, and the processed message is sent to the destination in the first network. This method can be implemented as a computer program embodied on a computer readable medium.		
8,145,658 Docket No: 0012008	System and method for processing database queries (CON)	The present invention provides a system and method for processing a database query between one or more clients and one or more databases. The database query, which is formatted using a first protocol, is received from one of the clients. One of the databases is selected to process the database query and the database query is translated from the first protocol to a second protocol. The translated database query is then sent to the selected database for processing. A response to the database query, which is formatted using the second protocol, is received from the selected database and the response is translated from the second protocol to the first protocol. The present invention determines which of the clients sent the database query and sends the translated response to the client that sent the database query. This method can be implemented as a computer program embodied on a computer readable medium.	Issued Patent Patent Number: 8,145,658 Issue Date: 3/27/2012	Sold to OIN with license back 9/27/2015 – 3.5 Year Maintenance Fee Due
8,879,702 12/070,364 Docket No: 0042007	Providing Information Via Cellular Signals	A system for providing additional information to called parties, the system comprises a base unit device for sending additional information to called parties, the base unit comprises a microprocessor, at least one Ethernet port, at least one telephone port, a first transceiver, and a first wireless antenna; and a display unit for receiving the additional information from the base unit device and displaying	Issued Patent Patent Number: 8,879,702 Issue Date: 11/04/2014	3.5 Year Maintenance Fee due 05/04/2018

		the additional information to the called parties, the display unit comprises a second transceiver, a liquid crystal display, a second wireless antenna, and a set of keys.		
61/354,334 Docket No: 0012010- PROV	Application Update Using Multiple Disparate Networks	A system and method that enables an application to retrieve application update from the software vendor using one or more network connection. The application checks for updates when it is invoked by the user. The checking of updates is done by sending a request to the vendor server via one or multiple network connections. The network connection can be wired or wireless. By using multiple network connections, the update process can send and receive update data faster than using one network connections. Another aspect of the invention is if the checking for update request failed via the default or 1st network connection, the application will check for the next available network connection to send the update request. By checking for update from the vendor, the application will always have the most up to date patches, fixes, and/or new features.	1.Filed 06/14/2010	SOLD TO OIN with a license back Converted to non- provisional by 06/14/2011
61/354,326 Docket No: 0022010- PROV	Simultaneous Operation of a Networked Device Using Multiple Disparate Networks	In a typical network setup, a networked capable device interfaces to either one wired network hub or to a wireless network hub. The networked capable device will send and receive data packets to and from the wired or wireless hub it is connected to. The invention provides a system, method and a computer program to send and receive data packets to and from multiple wired and/or wireless network hubs in order to, for example, increase the number of	1.Filed 06/14/2010	Converted to full patent application

		data packets the networked capable device can receive to multiple applications run on the networked capable device.		
8,447,018 Docket No: 0032010	Information Provided to Parent Regarding a Called for Child Protection	The present disclosure describes a system, method, and computer readable medium for providing information of a calling party to an alert party, wherein the calling party is in communication with the receiving party in a communications network. The method includes receiving a message from a calling party to a receiving party and performing a lookup of information relating to the calling party in a database, wherein the lookup is based on an identifier associated with the message, Thereafter, an alert is sent to the alert party if the calling party information is unavailable in a contact list of the receiving party.	Issued Patent Patent Number: 8,447,018 Issue Date: 5/21/2013	3.5 Year Maintenance Fee Due 11/21/2016
8,548,140 Docket No: 0042010	Providing Audio Announcement to Called Parties	The present disclosure describes a system, method, and computer-readable medium for providing audio announcement of communications to a called party in a communication network. The method includes receiving communication from a calling party and performing a lookup of information relating to the calling party in a database via an Internet Protocol connection based on an identifier of at least one of the calling party and the called party. The information comprises one or more audio files. The method then provides the audio announcement to a called party based on the audio files.	Issued Patent Patent Number: 8,548,140 Issue Date: 10/01/2013	3.5 Year Maintenance Fee Due 04/01/2017
61/370,265 Docket No: 0052007- CIP-PROV	Providing Information to a Mobile Device Based on an Event at a Geographical Location	A system, method, and computer readable medium for providing information to a mobile device based on an event comprising detecting an occurrence of the event, determining if the event is a specific event and if the event	1.Filed 08/03/2010	Converted to full patent application

		occurred at or near a geographical location and sending an alert of the event to at least one mobile device if the event is the specific event, if the event occurs at or near the geographical location, and if the at least one mobile device is located at or near the geographical location.		
8,219,110 Docket No: 0052007	Providing Information to a Mobile Device Based on an Event at a Geographical Location	A system, method, and computer readable medium for providing information to a mobile device based on an event comprising detecting an occurrence of the event, determining if the event is a specific event and if the event occurred at or near a geographical location and sending an alert of the event to at least one mobile device if the event is the specific event, if the event occurs at or near the geographical location, and if the at least one mobile device is located at or near the geographical location.	Issued Patent Patent Number: 8,219,110 Issue Date: 07/10/2012	SOLD TO OIN with a license back 1/10/2016 – 3.5 Year Maintenance Fee Due
8,412,238	Providing Information to a Mobile Device Based on an Event at a Geographical Location	A system, method, and computer readable medium for providing information to a mobile device based on an event comprising detecting an occurrence of the event, determining if the event is a specific event and if the event occurred at or near a geographical location and sending an alert of the event to at least one mobile device if the event is the specific event, if the event occurs at or near the geographical location, and if the at least one mobile device is located at or near the geographical location.	Issued Patent Patent Number: 8,412,238 Issue Date: 04/2/2013	SOLD TO OIN with a license back 1/10/2016 – 3.5 Year Maintenance Fee Due
8,655,386	Providing Information to a Mobile Device Based on an Event at a Geographical Location	A system, method, and computer readable medium for providing information to a mobile device based on an event comprising detecting an occurrence of the event, determining if the event is a specific event and if the event occurred at or near a geographical location and sending an alert of	Issued Patent Patent Number: 8,655,386 Issue Date: 02/18/2014	SOLD TO OIN with a license back 1/10/2016 – 3.5 Year Maintenance Fee Due

		the event to at least one mobile device if the event is the specific event, if the event occurs at or near the geographical location, and if the at least one mobile device is located at or near the geographical location.		
8,811,575 12/890,864 Docket No: 0052010	Delivering Additional Information to Receiving Parties for Text Messaging Based Caller ID	The present disclosure describes a system, method, and computer readable medium for providing information to a receiving party in a communications network. The method includes receiving a message from a sending party and performing a lookup of information relating to the sending party in a database via an Internet Protocol connection. The lookup is based on an identifier of at least one of the sending party and the receiving party. Subsequently, the information is provided to the receiving party based on the availability of the information in the database.	Issued Patent Patent Number: 8,811,575 Issue Date: 10/01/2013	3.5 Year Maintenance Fee Due 2/19/2018
8,635,354 13/664,501 Docket No: 125310-1001C3	System and Method For Providing Connectivity Between Two Different Networks Using Different Protocols (CON)	The present invention provides a system and method for providing message connectivity between a first network using a first protocol and a second network using a second protocol. If a message is received from the first network, the message is processed using one or more digital signal processors, a destination in the second network is determined, the processed message is logged and translated into the second protocol, and the translated message is sent to the destination in the second network. If the message is received from the second network, the message is translated into the first protocol, a destination in the first network is determined, the translated message is logged and processed using one or more digital signal processors, and the processed	Issued Patent Patent Number: 8,635,354 Issue Date: 10/01/2013	Sold to OIN with license back Issue Fee due on 12/20/2013

		message is sent to the destination in the first network. This method can be implemented as a computer program embodied on a computer readable medium.		
13/859,918 Docket No: 0032010-C1	Information Provided to Parent Regarding a Called for Child Protection	The present disclosure describes a system, method, and computer readable medium for providing information of a calling party to an alert party, wherein the calling party is in communication with the receiving party in a communications network. The method includes receiving a message from a calling party to a receiving party and performing a lookup of information relating to the calling party in a database, wherein the lookup is based on an identifier associated with the message, Thereafter, an alert is sent to the alert party if the calling party information is unavailable in a contact list of the receiving party.	Filed 4/10/2013	Awaiting Next Office Action
13/887,810 Docket No: 0042010-CIP	Providing Audio Announcement to Called Parties	The present disclosure describes a system, method, and computer-readable medium for providing audio announcement of communications to a called party in a communication network. The method includes receiving communication from a calling party and performing a lookup of information relating to the calling party in a database via an Internet Protocol connection based on an identifier of at least one of the calling party and the called party. The information comprises one or more audio files. The method then provides the audio announcement to a called party based on the audio files.	Filed 05/06/2013	Awaiting Next Office Action
13/939,782 Docket No: 0032007-C1	IP-Enabled Information Delivery	A method, system, and computer readable medium comprising instructions for providing Internet protocol enabled information delivery are provided. Information from a calling party	Filed 07/11/2013	First Action Prediction: 07/11/2016

		is received at an Internet protocol enabled device. A lookup of information relating to the calling party is performed in a database via an Internet protocol connection. A message is received from the database comprising information relating to the calling party.		
8,861,697 14/013,466 Docket No: 0042010-C1	Providing Audio Announcement to Called Parties	The present disclosure describes a system, method, and computer-readable medium for providing audio announcement of communications to a called party in a communication network. The method includes receiving communication from a calling party and performing a lookup of information relating to the calling party in a database via an Internet Protocol connection based on an identifier of at least one of the calling party and the called party. The information comprises one or more audio files. The method then provides the audio announcement to a called party based on the audio files.	Issued Patent Patent Number: 8,861,697 Issue Date: 10/14/2014	3.5 Year Maintenance Fee Due 04/14/2018
0022007-C1 14/136,213	Providing Additional Information to Called Parties	A system, method, and computer readable medium for providing additional information to called parties comprises receiving a call from a calling party, performing a lookup of information associated with the calling party in a database via an Internet Protocol connection based on an identifier including at least one of the calling party and the called party; and providing the information to a called party if the information is located in at least one of the database and at least one other database.	1. Filed 12/20/2013	Respond to Office Action by 02/12/2015
0042007-C1 14/531,651	Providing Information Via Cellular Signals	A system for providing additional information to called parties, the system comprises a base unit device for sending additional	1. Filed 11/03/2014	First Action Prediction 01/03/2016

		information to called parties, the base unit comprises a microprocessor, at least one Ethernet port, at least one telephone port, a first transceiver, and a first wireless antenna; and a display unit for receiving the additional information from the base unit device and displaying the additional information to the called parties, the display unit comprises a second transceiver, a liquid crystal display, a second wireless antenna, and a set of keys.		
14/315,618 Docket No: 0042010-C2	Providing Audio Announcement to Called Parties	The present disclosure describes a system, method, and computer-readable medium for providing audio announcement of communications to a called party in a communication network. The method includes receiving communication from a calling party and performing a lookup of information relating to the calling party in a database via an Internet Protocol connection based on an identifier of at least one of the calling party and the called party. The information comprises one or more audio files. The method then provides the audio announcement to a called party based on the audio files.	1. Filed 06/26/2014	Awaiting Next Office Action
14/458,531 Docket No: 0052010-C1	Delivering Additional Information to Receiving Parties for Text Messaging Based Caller ID	The present disclosure describes a system, method, and computer readable medium for providing information to a receiving party in a communications network. The method includes receiving a message from a sending party and performing a lookup of information relating to the sending party in a database via an Internet Protocol connection. The lookup is based on an identifier of at least one of the sending party and the receiving party. Subsequently, the information is provided to the receiving party	1. Filed 08/13/2014	First Action Prediction 02/10/2015

		based on the availability of the information in the database.		
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TRADEMARKS

3,073,937 ACCUDAT A		IC 038. US 100 101 104. G & S: TELECOMMUNICATIONS DATA VALIDATION AND DATA ACCESS TRANSMISSION SERVICES TO TELECOMMUNICATIONS SERVICES PROVIDERS, OPERATING COMPANIES AND TELEMARKETING COMPANIES. FIRST USE: 2003/03/00. FIRST USE IN COMMERCE: 2003/03/00	Trademark Number: 3,073,937	Declaration of Use Due 03/01/2015
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