

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| SEQUENCE: | 3 | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | EULER OPTIMIZATION, INC. | 08/09/2018 |
| RECEIVING PARTY DATA | | |
| Name: | SIMPLEROSE, INC. | |
| Street Address: | 1017 OLIVE ST. | |
| City: | ST. LOUIS | |
| State/Country: | MISSOURI | |
| Postal Code: | 63101 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Patent Number: | 8407172 |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <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> | | |
| Phone: | 6513993838 | |
| Email: | phil@pjsteffeslaw.com | |
| Correspondent Name: | PHILIP J STEFFES | |
| Address Line 1: | 38149 S. SILVERWOOD DR | |
| Address Line 4: | TUCSON, ARIZONA 85739 | |
| NAME OF SUBMITTER: | PHILIP J STEFFES | |
| SIGNATURE: | /Philip J. Steffes/ | |
| DATE SIGNED: | 07/20/2023 | |
| | This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 65 | | |
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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is entered into as of this 9th day of August, 2018, by and among the Evar D. Nering Family Trust (the “Nering Trust”), Carl Scotius Ledbetter, Jr. (“Ledbetter” and together with the Nering Trust, the “Sellers”), SimpleRose Inc., a Delaware corporation (“Buyer”), Euler Optimization, Inc., a Delaware corporation (the “Company”), and solely for the purposes of Section 10.14 and ARTICLE VI, Evar Nering, as guarantor of the Nering Trust (the “Guarantor”). Capitalized terms are defined in ARTICLE I.

RECITALS

WHEREAS, Sellers own all of the issued and outstanding shares (the “Shares”) of Common Stock, par value \$0.001 per share, of the Company; and

WHEREAS, Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer all of the Shares, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, representations, warranties, conditions, and agreements hereinafter expressed, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Without limiting the effect of any other terms defined in the text of this Agreement, the following words shall have the meaning given them in this ARTICLE I:

1.1 “Affiliate” with respect to any specified Person, means any Person which is controlling, controlled by, or under common control, directly or indirectly, with such specified Person, and, if the Person referred to is a natural Person, any member of such Person’s immediate family. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) as used 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 securities, by Contract or otherwise.

1.2 “Agreement” means this Stock Purchase Agreement as executed and delivered on the date hereof and as amended or supplemented in accordance with the terms hereof, including all Disclosure Schedules hereto.

1.3 “Allocation Percentage” means, with respect to each Seller, the percentage set forth on Schedule I.

1.4 “Business” means the business, as presently conducted by the Company, of developing algorithms and software and hardware solutions for purposes of providing prescriptive analytics and any other business in which the Company is currently engaged.

1.5 “Business Day” means any day which is not a Saturday, Sunday or a legal holiday in the state of Missouri.

1.6 “Buyer” has the meaning set forth in the Preamble.

1.7 “Buyer Class A Common Stock” means Class A Common Stock of the Buyer, \$0.001 par value per share.

1.8 “Buyer Indemnified Persons” has the meaning set forth in Section 9.1.

1.9 “Cap” has the meaning set forth in Section 9.10(a).

1.10 “Closing” means the consummation of the transactions contemplated by this Agreement, as provided for in Section 2.3.

1.11 “Closing Date” has the meaning set forth in Section 2.3.

1.12 “Code” means the United States Internal Revenue Code of 1986, as amended from time to time.

1.13 “Company” has the meaning set forth in the Preamble.

1.14 “Company Confidential Information” means any and all confidential information with respect to Buyer, the Company or relating to the Business, including know-how, trade secrets, vendor lists, customer lists, terms and details of Contracts, pricing policies, operational methods, marketing plans and strategies, product development techniques, plans and processes.

1.15 “Company Confidential IP Information” has the meaning set forth in Section 4.13(i).

1.16 “Company Data” means all data and information collected, used, disclosed, transferred, transmitted, stored, managed, controlled, hosted, disposed of, retained, processed, analyzed, or otherwise handled by or on behalf of Company, including by third party service providers, in connection with the Business of Company.

1.17 “Company Debt” means, without duplication, all Liabilities of the Company (contingent or otherwise, as obligor, guarantor or otherwise, including without limitation in respect of any commitment by which the Company assures a creditor against loss): (a) for borrowed money; (b) for any other indebtedness that is evidenced by a note, bond, debenture or similar instrument or guaranteed in any manner; (c) any drawn letters of credit and any reimbursement obligations with respect thereto; (d) for the deferred purchase price of property or services (other than current trade payables and current accrued expenses otherwise incurred in the Ordinary Course and payable in accordance with customary practices); (e) for lease obligations that are classified or required by GAAP to be classified as capitalized lease obligations; (f) for any obligations in respect of acceptances issued or created; (g) that are secured by any Encumbrances (other than Permitted Encumbrances) on any property or asset of

the Company; (h) for any interest, premiums, fees, penalties and expenses in respect of any of the foregoing; and (i) any guarantee of or in respect of any of the foregoing.

1.18 “Company Information Systems” means all systems, devices or equipment enabling or relating to the collection, use, disclosure, transfer, transmission, storage, management, control, security, hosting, disposal, retention, processing, analysis, or other handling of data or information, including all Software operating on or in connection with such systems, devices, or equipment, used or held for use in the conduct of the Business of Company or otherwise by or on behalf of Company, including all computers, servers, storage devices, workstations, routers, hubs, switches, sensors, and other systems, devices or equipment.

1.19 “Company Intellectual Property” means all Intellectual Property that is owned, or purported to be owned, in whole or in part, by Company or is exclusively licensed to Company.

1.20 “Company Software” means all Software owned or purported to be owned by Company, obtained under any Third Party Intellectual Property Contract, or otherwise used by Company or necessary for the Business of Company.

1.21 “Company’s Knowledge” means the current actual knowledge after due inquiry of each of Evar D. Nering and Carl Scotius Ledbetter, Jr.

1.22 “Contract” means any contract, agreement, lease, sublease, license, sublicense, franchise, purchase order (other than purchase orders entered into in the Ordinary Course), warranty, guaranty, indenture, mortgage, deed of trust, note, bond or other evidence of indebtedness, binding commitment or other instrument to which the Company is a party or is otherwise bound.

1.23 “Effective Time” means the effective time of the Closing, which shall be deemed to be as of 12:01 a.m. St. Louis, Missouri time on the Closing Date.

1.24 “Encumbrances” means any claims, charges, mortgages, deeds of trust, liens, pledges, security interests, easements, options, rights of first refusal or first offer, proxies, voting trusts, voting agreements, judgments, preemptive purchase rights, transfer restrictions, hypothecations, assignments or other encumbrances.

1.25 “Fundamental Representations” means, collectively, the representations and warranties set forth in Sections 3.1(a), 3.1(b), 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1(a), 4.1(b), 4.2, 4.4, 4.5, 4.20, 5.1(a), 5.1(b), 5.1(c), 5.2, 5.3, and 5.4.

1.26 “GAAP” means U.S. generally accepted accounting principles as consistently applied by the Company in the preparation of the Financial Statements.

1.27 “Governmental Authorization” has the meaning set forth in Section 3.1(b).

1.28 “Governmental Entity” means any domestic or foreign: (a) foreign, federal, regional, state, county, local, municipal or other government, (b) governmental or quasi-governmental authority of any nature (including any governmental agency, authority, branch,

subdivision, department, board, bureau, official, minister, administrative panel, administrative hearing body, arbitrator, arbitration panel, self-regulatory authority or other entity or instrumentality (including any court or other tribunal)) or (c) multinational organization exercising judicial, legislative or regulatory power.

1.29 “Income Tax Return” means any Tax Return relating to any Tax imposed upon or measured by net income or gross income (excluding any Tax based solely on gross receipts).

1.30 “Indemnification Payment Due Date” has the meaning set forth in Section 9.6.

1.31 “Indemnified Taxes” means, without duplication, (i) Taxes that are Pre-Closing Taxes; (ii) Taxes of any Person for any period on or prior to the Closing Date for which the Company is liable by operation of Law (including as a transferee or successor or pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar Tax Law) or by Contract (other than any Contract the primary purpose of which does not relate to Taxes) or otherwise; (iii) the employer portion of any payroll Taxes required to be paid by the Company as a result of any compensatory Transaction Expense; and (iv) fifty percent (50%) of any Transfer Taxes.

1.32 “Indemnifying Party” has the meaning set forth in Section 9.3.

1.33 “Information Laws” means all Laws, rules of self-regulatory organizations, published industry standards, or requirements of any Contract, applicable to or binding upon Company or the Affiliate, concerning the confidentiality, nondisclosure, privacy, or security of data or information or the collection, use, disclosure, transfer, transmission, storage, management, control, security, hosting, disposal, retention, processing, analysis, or other handling thereof.

1.34 “Injured Party” has the meaning set forth in Section 9.3.

1.35 “Intellectual Property” means: all rights in or to any intellectual property or proprietary rights of any type throughout the world, including, but not limited to, all: (a) patents, patent applications and statutory invention registrations, including, but not limited to, continuations, continuations-in-part, divisions, provisional and non-provisional applications, reexaminations, reissues and extensions; (b) trademarks, service marks, trade names, brand names, logos and corporate names, slogans, trade dress and other indicia of source of origin, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof; (c) writings, images, content and other expressive works, whether copyrightable or not, in any jurisdiction, and all copyrights and other works of authorship, including design rights, whether registered or common law, and registrations and applications for registration thereof, including the right to make derivative works and all other associated statutory rights; (d) data, database, or compilation of data, including *sui generis* rights in databases, and all rights therein; (e) trade secrets, know-how, rights in confidential or proprietary technical, business and other information, including, but not limited to processes, techniques, methods, procedures, specifications, plans, training materials, playbooks and workflows, algorithms, supplier information, prospect lists, customer lists,

projections, analyses, market studies; (f) domain names, uniform resource locators (URLs), handles or other identifiers for social media or other accounts, and all applicable passwords or user credentials; (g) rights of publicity and privacy, rights to Personal Information and moral rights; (h) shop rights; (i) rights in inventions (whether patentable or unpatentable), invention disclosures, discoveries, ideas, developments, data, works of authorship; (j) Software; (k) rights to any of the foregoing provided in international treaties and convention rights; (l) right and power to assert, defend and recover title to any of the foregoing; (m) rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing; and (n) administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing.

1.36 “IRS” means the United States Internal Revenue Service.

1.37 “Law” means any federal, state, provincial, county, city, municipal or local, domestic or foreign, international, multinational or other constitution, statute, law, ordinance, treaty, decree, Order, injunction, code, requirement, rule or regulation of any Governmental Entity.

1.38 “Legal Proceeding” means any claim, action, complaint, charge, grievance, demand, suit, litigation, arbitration, mediation, proceeding (adversarial or investigative), notice of violation, citation, subpoena, summons, inquiry, hearing, indictment, audit, examination, investigation or similar matter (whether civil, criminal, administrative, judicial, regulatory, investigative or otherwise, whether public or private and whether at Law or in equity) before any Governmental Entity, mediator or arbitrator, whether brought, initiated, asserted or maintained by a Governmental Entity or any other Person.

1.39 “Liabilities” means all liabilities, claims, obligations, losses, fines, penalties, commitments, expenses or damages, whether known or unknown, contingent or absolute, named or unnamed, accrued or unaccrued, due or to become due, secured or unsecured, matured or unmatured, disputed or undisputed, legal or equitable, determined or indeterminable, liquidated or unliquidated, executory or otherwise.

1.40 “Loss” or “Losses” means each and all of the following items: losses, Liabilities, damages, judgments, fines, costs, penalties, assessments, amounts paid in settlement and reasonable out-of-pocket costs and expenses incurred in connection therewith (including, without limitation, costs and expenses of suits and Legal Proceedings, and reasonable fees and disbursements of outside legal counsel).

1.41 “Malicious Code” means any Software designed to disable any other Software or any computer or system automatically, with the passage of time, under the positive control of any Person, or otherwise, including any back door, time bomb, drop dead device or similar code, or any Software enabling unauthorized access to or operation of any other Software or any computer or system, including any virus, trojan horse, worm or other similar software routine.

1.42 “Notice of Claim” has the meaning set forth in Section 9.3.

1.43 “Objection Notice” has the meaning set forth in Section 9.3.

1.44 “Order” has the meaning set forth in Section 3.1(b).

1.45 “Ordinary Course” means, with respect to the Business, the ordinary course of commercial operations customarily engaged in by the Company consistent with past practices.

1.46 “Organizational Documents” means, with respect to any Person, the certificate or articles of incorporation or formation, bylaws, limited liability company agreement, operating agreement and any other formation or governing documentation or agreement of such Person, as applicable.

1.47 “Party” means any Seller or Buyer, and “Parties” means all of them.

1.48 “Permitted Encumbrances” means, collectively, (a) Encumbrances that are set forth on Disclosure Schedule 1.47, (b) liens relating to Taxes that are not yet due or payable, and (c) liens for mechanics, materialmen, warehousemen, laborers, suppliers or similar liens in the Ordinary Course arising by operation of law and not for amounts then due but unpaid.

1.49 “Person” means any individual or entity, including any corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, organization or Governmental Entity or political subdivision thereof and any other entity.

1.50 “Personal Information” means any data or information that, alone or in combination with any other data or information, could be used to reasonably identify any Person, as well as any other data or information (regardless of whether it alone can be used to identify any Person) that is disclosed, transferred, transmitted, stored, managed, controlled, processed, or made available in connection with any of the foregoing.

1.51 “Pre-Closing Tax Periods” means all Tax periods ending on or before the Closing Date.

1.52 “Pre-Closing Taxes” means any Taxes imposed on the Company for a Pre-Closing Tax Period or the portion of any Straddle Period that ends on (and includes) the Closing Date, it being understood that in the case of any Straddle Period, Pre-Closing Taxes shall be determined pursuant to Section 6.4(d).

1.53 “Public Software” means any Software that is distributed or made available as, or contains or is derived in any manner from any Software that is distributed or made available as, “freeware”, “shareware”, or “open source” Software or under any other licensing or distribution models that (a) require the licensing or distribution of the source code of such Software or any other Software to licensees, (b) prohibit or limit the receipt of consideration in connection with sublicensing or distributing any Software, (c) except as specifically permitted by applicable law, allow any Person to decompile, disassemble or otherwise reverse-engineer

any Software, or (d) require the licensing of any Software to any other Person for the purpose of making derivative works. For the avoidance of doubt, “Public Software” includes, without limitation, Software licensed or distributed under any of the following licenses or distribution models (or licenses or distribution models similar thereto): (i) the GNU General Public License (GPL) or Lesser/Library GPL (LGPL); (ii) the Artistic License; (iii) the Mozilla Public License (MPL); (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Standards License (SISL); (vii) the BSD License; (viii) the Apache License; and (ix) any other license or distribution model described as open source software by the Open Source Initiative as set forth on www.opensource.org.

1.54 “Purchase Price” has the meaning set forth in Section 2.2.

1.55 “Related Agreements” means (a) the Waiver of Transfer Restrictions in the form attached hereto as Exhibit A, (b) the Noah Ledbetter Confirmatory Assignment Agreement attached hereto as Exhibit B, (c) the Evar Nering Confirmatory Assignment and Confidentiality Agreement attached hereto as Exhibit C, (d) and the Carl Ledbetter Confirmatory Assignment and Confidentiality Agreement attached hereto as Exhibit D , and any other documents, instruments, certificates and agreements contemplated to be executed and delivered pursuant hereto and thereto.

1.56 “Related Party” means, collectively: (a) any Seller and any Affiliate of any Seller, and the Company; (b) any director (current or former within the past three (3) years), officer (current or former within the past three (3) years) of the Company; and (c) any other Person that, directly or indirectly, alone or together with any other Person or Persons, is an Affiliate of any Person described in either of the foregoing subclauses (a) or (b).

1.57 “Released Claims” has the meaning set forth in Section 6.5.

1.58 “Releasors” has the meaning set forth in Section 6.5.

1.59 “Representative” means, with respect to any Person, each of such Person’s directors, officers, managers, employees, representatives, attorneys, accountants, advisors, agents heirs, executors, trustees, and personal representatives.

1.60 “Security Incident” means any suspected or actual breach of security, violation of any security policy, or unauthorized access, acquisition, use, loss, denial or loss of use, destruction, compromise or disclosure of any Company Data or Company Information System.

1.61 “Seller Indemnified Persons” has the meaning set forth in Section 9.2.

1.62 “Seller’s Shares” has the meaning set forth in Section 3.2.

1.63 “Sellers” has the meaning set forth in the Preamble.

1.64 “Shares” has the meaning set forth in the Recitals.

1.65 “Software” means all computer software of any kind, in any form (including Source Code form or any object code or other form), format, or programming language, including all programs, applications, routines, interfaces, libraries, modules, databases, tools, algorithms, compilers, files, all versions, updates, corrections, enhancements, replacements, and modifications of any of the foregoing, and all related documentation and all materials used to design, maintain, support or develop any of the foregoing.

1.66 “Source Code” means computer software that may be displayed or printed in human-readable form (or the preferred form for making modifications), including all related programmer comments, annotations, flowcharts, diagrams, help text, data and data structures, instructions, procedural, object-oriented, or other human-readable code, and that is not intended to be executed directly by a computer without an intervening step of compilation or assembly.

1.67 “Stock Consideration” has the meaning set forth in Section 2.2

1.68 “Straddle Period” means any Tax period that begins on or before and ends after the Closing Date.

1.69 “Tax” or “Taxes” means all federal, state, provincial, local, and foreign taxes, assessments, duties or similar charges, including all corporate, franchise, income, sales, use, ad valorem, receipts, value added, profits, license, withholding, payroll, employment, excise, property, customs, net worth, capital gains, transfer, stamp, documentary, social security, social insurance, alternative minimum, occupation, recapture and other similar taxes, including all interest, penalties and additions imposed with respect to such amounts. Any one of the foregoing Taxes shall be referred to sometimes as a “Tax”.

1.70 “Tax Authority” means any domestic, foreign, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising Tax regulatory authority in accordance with Law.

1.71 “Tax Returns” means all returns, reports, estimates, declarations, information returns or statements required to be filed with a Tax Authority in connection with any Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

1.72 “Third Party Intellectual Property Contract” means all Contracts relating to Intellectual Property, including any Contract by which Company (a) licensed, sublicensed, or otherwise granted or conveyed any rights under or with respect to any Intellectual Property, or (b) is licensed or has otherwise received or obtained any rights in, under, or with respect to any Intellectual Property, excluding only licenses to unmodified, off-the-shelf Software, made generally commercially available on standard terms for an individual acquisition cost, including any maintenance and support costs, of \$1,000 per copy or seat.

1.73 “Third Person” has the meaning set forth in Section 9.4(a).

1.74 “Third Person Claim” has the meaning set forth in Section 9.4(a).

1.75 “Transaction Expense Invoices” has the meaning set forth in Section 7.2(h).

1.76 “Transaction Expenses” means: (a) all expenses, fees or charges incurred by the Company (or by any Sellers, to the extent that the Company is responsible for the payment thereof) in connection with the preparation, negotiation, execution and delivery of this Agreement and the Related Agreements and the consummation of the transactions contemplated by this Agreement, including all attorneys’, accountants’, consultants’, professionals’, investment bankers’ and other advisors’ fees and expenses payable to the extent such expenses have not been paid in full as of the Closing; (b) any amounts payable by the Company to any Person as a result of the consummation of transactions contemplated by this Agreement to the extent not paid at or prior to the Closing (including any bonuses, retention payments, phantom equity payments, deferred compensation, severance payments, change of control payments and any other similar amounts payable); and (c) fees and expenses associated with any filings or submissions made or required to be made on or prior to the date hereof by or on behalf of any Seller, the Company to any Governmental Entity in connection with or as a result of the transactions contemplated by this Agreement, if any.

1.77 “Transfer Taxes” has the meaning set forth in Section 6.4(a).

ARTICLE II

PURCHASE AND SALE OF THE SHARES

2.1 Purchase and Sale of the Shares. Pursuant to the terms and conditions of this Agreement, at the Closing, each Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, acquire and accept from each Seller, all of such Sellers’ right, title and interest in and to such Seller’s Shares, free and clear of all Encumbrances.

2.2 Consideration. The consideration that Buyer shall pay Sellers for the Shares shall consist of three hundred sixty-two thousand nine hundred twenty (362,920) shares of Buyer Class A Common Stock (the “Stock Consideration”), as further set forth on Schedule I hereto, which the Parties acknowledge has a value on the date hereof of \$225,010.40 (the “Purchase Price”).

2.3 Closing. The Closing of the purchase and sale of the Shares shall take place at 9:00 a.m. St. Louis, Missouri time at the offices of Bryan Cave Leighton Paisner LLP, in St. Louis, Missouri, or such other place as the Parties may agree, on the date hereof (the “Closing Date”). At the Closing, Sellers shall deliver or cause to be delivered to Buyer the documents and other items identified in Section 7.2, and Buyer shall deliver to Sellers (a) original certificates issued to each of the Sellers representing the Stock Consideration to which each is entitled, as set forth on Schedule I and (b) the documents and other items identified in Section 8.2. The Parties intend that the Closing shall be effected, to the extent practicable, by conference call, the electronic delivery of documents and the prior physical exchange of certificates and certain other documents and instruments to be held in escrow by outside counsel to the recipient Party pending authorization by the delivering Party (or their outside counsel) of their release at Closing.

2.4 Withholding. Buyer shall be entitled to deduct and withhold from any amounts otherwise payable hereunder (regardless of when payable) such amounts as it is required to deduct and withhold under the provisions of any applicable Law.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller, solely as to himself or itself, hereby makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, except as set forth on the Disclosure Schedules attached hereto, and shall survive the Closing Date and the transactions contemplated hereby to the extent set forth herein:

3.1 Power; Authorization; No Conflict.

(a) Seller has all requisite authority to enter into, execute and deliver this Agreement and each Related Agreement to which such Seller is a party, to perform Seller's obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. Seller (or the representatives signing on behalf of a Seller) has the mental capacity to enter into this Agreement and to perform Seller's obligations hereunder. No further consent or approval by Seller is required as a condition to the validity of this Agreement or to give effect to the transaction contemplated hereby.

(b) No permit, consent, waiver, Order, ratification, license, approval or authorization of or issued or granted by, or declaration or notice to or filing or registration with, any Governmental Entity (each, a "Governmental Authorization") or other Person is required in connection with the execution, delivery or performance of this Agreement or any Related Agreement to which Seller is a party by Seller, or the consummation by Seller of the transactions contemplated hereby or thereby, except as set forth on Disclosure Schedule 3.1(b)(i). Except as set forth on Disclosure Schedule 3.1(b)(ii), none of the execution, delivery and performance of this Agreement or any Related Agreement to which it is a party by Seller, nor the consummation of the transactions contemplated hereby or thereby, will: (x) result in the creation or imposition of any Encumbrance against Seller's Shares, (y) with or without notice, lapse of time or both, result in a violation or breach of, constitute a default under, or give rise to any right of termination, cancellation, maturation, or acceleration of any Liability or obligation, under any of the terms, conditions or provisions of any Contract to which Seller is a party, or (z) violate in any material respect any order, ruling, writ, judgment, injunction, assessment or decree of, or any settlement or compliance agreement with, any Governmental Entity (each, an "Order") applicable to Seller.

(c) There are no Legal Proceedings pending or threatened against Seller, at law or in equity, which if adversely determined would prevent, delay or interfere with the consummation of, or otherwise adversely affect Seller's ability to consummate, any of the transactions contemplated by this Agreement or to otherwise perform his or its obligations under this Agreement or any of the Related Agreements to which it is a party. There are no Orders outstanding against or related to Seller which will interfere with Seller's ability to consummate the transactions contemplated by this Agreement.

3.2 Stock Ownership; Title to Shares. Seller is the record and beneficial holders of the number of Shares set forth next to such Seller's name on Schedule I hereto ("Seller's Shares"). Seller owns Seller's Shares free and clear of all Encumbrances.

3.3 Valid and Enforceable Agreement. Each of this Agreement and each Related Agreement to which Seller is a party has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally, and (ii) Laws governing specific performance, injunctive relief and other equitable remedies.

3.4 Transaction Evaluation. Seller has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions contemplated by this Agreement, and is consummating such transactions with a full understanding of all of the terms, conditions and risks and willingly assumes such terms, conditions and risks. Seller acknowledges that Seller has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel, accountants and other advisors of his or its own choice. Seller has all the information Seller considers necessary or appropriate for deciding whether to sell Seller's Shares to the Buyer pursuant to this Agreement.

3.5 Value of Shares. Seller acknowledges that the value of Seller's Shares could, in the future and depending on the success of the Company and its Business, become worth substantially more than the price at which the Buyer is purchasing Seller's Shares from Seller. Seller further acknowledges that the value of Seller's Shares could be significantly impacted in the future by any number of strategic and business strategies and occurrences, including but not limited to (i) the growth of the Buyer's business through strategic acquisitions, organic growth initiatives or otherwise, or (ii) strategic partnerships, joint ventures and new relationships with other entities, provided, however, that there can be no assurances that any of the foregoing will ever occur.

3.6 Adequacy of Payment. SELLER ACKNOWLEDGES THAT ARM'S LENGTH NEGOTIATIONS BETWEEN THE BUYER AND SELLER RESULTED IN SELLER AGREEING TO THE SUFFICIENCY OF THE PURCHASE PRICE (AS DESCRIBED IN SECTION 2.2 HEREOF) FOR THE COMPANY'S PURCHASE OF SELLER'S SHARES.

3.7 Brokers, Finders. No finder, broker, agent, or other intermediary acting on behalf of Seller or any of its Affiliates (including the Company) is entitled to a commission, fee, or other compensation or similar payment in connection with the negotiation or consummation of this Agreement or any Related Agreement or any of the transactions contemplated hereby or thereby.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, except as set forth on the Disclosure Schedules attached hereto, and shall survive the Closing Date and the transactions contemplated hereby to the extent set forth herein:

4.1 Existence; Power; Authorization; No Conflict.

(a) The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Company has all requisite corporate power and authority to own, lease, use and operate its properties and assets and to conduct its business as and where now owned, leased, used, operated and conducted. The Company is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction in which the nature of its activities requires such qualification, except where the failure to so qualify and be in good standing would not have a material adverse effect. Disclosure Schedule 4.1(a) sets forth a true, correct and complete list of each jurisdiction in which the Company is qualified to do business as a foreign entity. The Company has delivered or made available to Buyer true, correct and complete copies of the Organizational Documents of the Company, as currently in effect.

(b) No Governmental Authorization is required in connection with the execution, delivery or performance of this Agreement or any Related Agreement to which the Company is a party by the Company, or the consummation by the Company of the transactions contemplated hereby or thereby, except as set forth on Disclosure Schedule 4.1(b)(i). Except as set forth on Disclosure Schedule 4.1(b)(ii), none of the execution, delivery and performance of this Agreement or any Related Agreement to which it is a party by the Company, nor the consummation of the transactions contemplated hereby or thereby, will: (w) conflict with or violate any provision of the Company's Organizational Documents; (x) result in the creation or imposition of any Encumbrance against (other than a Permitted Encumbrance) any of the properties or assets of the Company; (y) with or without notice, lapse of time or both, result in a violation or breach of, constitute a default under, or give rise to any right of termination, cancellation, maturation, or acceleration of any Liability or obligation, under any of the terms, conditions or provisions of any Contract to which the Company is a party or by which any of the assets or properties of the Business is bound, or (z) violate in any material respect any Order applicable to the Company.

(c) There are no Legal Proceedings pending or, to the Company's Knowledge, threatened against the Company, at law or in equity, which if adversely determined would prevent, delay or interfere with the consummation of, or otherwise adversely affect the Company's ability to consummate, any of the transactions contemplated by this Agreement or to otherwise perform its obligations under this Agreement or any of the Related Agreements to which it is a party. There are no Orders outstanding against or related to the Company which will interfere with the Company's ability to consummate the transactions contemplated by this Agreement.

4.2 Capitalization. The Shares represent all of the issued and outstanding shares of capital stock of the Company. Other than the Shares, there are no issued or outstanding equity interests of the Company or other rights relating to equity interests of the Company of any kind or nature.

4.3 Company Debt. Disclosure Schedule 4.3 sets forth a true, correct and complete list of all Company Debt as of the Closing.

4.4 Subsidiaries. The Company has no subsidiaries and has no ownership interest in any other Person.

4.5 Valid and Enforceable Agreement. Each of this Agreement and each Related Agreement to which the Company is a party has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally, and (ii) Laws governing specific performance, injunctive relief and other equitable remedies.

4.6 No Undisclosed Liabilities. Except as set forth on Disclosure Schedule 4.6, the Company has no Liabilities of the type required to be reflected on a balance sheet prepared in accordance with GAAP, other than post-Closing executory obligations under Contracts.

4.7 Absence of Certain Developments. Except as set forth on Disclosure Schedule 4.7, since December 31, 2017, (i) the Company has operated the Business in the Ordinary Course, (ii) there has not been any material adverse effect and (iii) there has not been any material transaction or undertaking that could or would reasonably be expected to have a material impact on the Company or the Business.

4.8 Taxes. Except as set forth on Disclosure Schedule 4.8:

(a) The Company has timely filed or caused to be timely filed all Tax Returns required to be filed, all such Tax Returns are true, correct and complete in all material respects, and all Taxes (whether or not shown as due on any Tax Returns) of the Company have been paid. All Taxes required to be withheld, collected or deposited by the Company have been timely withheld, collected or deposited and paid over to the appropriate Tax Authority. There are no liens for Taxes with respect to any of the assets or properties of the Company other than Permitted Encumbrances.

(b) No Tax Return of the Company is under audit or examination by any Tax Authority, and no written notice of such an audit or examination has been received by the Company. No deficiency with respect to Taxes has been proposed, asserted or assessed in writing against the Company, except for deficiencies that have been satisfied, settled or withdrawn.

(c) There are no outstanding agreements or waivers extending, or having the effect of extending, the statutory period of limitation for the assessment and collection of any Taxes applicable to any Tax Returns required to be filed by the Company.

(d) The Company has not: (i) since January 1, 2013, been a member of a group filing a consolidated, combined or unitary Tax Return (other than a group the common parent of which was the Company), or has any liability for the Taxes of any Person (other than the Company) under Treasury Regulation Section 1.1502-6 (or any similar or analogous provision of state, local or foreign Law); (ii) any liability as a transferee or successor, or pursuant to any indemnification, allocation or sharing agreement with respect to Taxes that could give rise to a payment or indemnification obligation (other than agreements among the Company and other than customary tax indemnifications contained in credit or other commercial agreements the primary purpose of which does not relate to Taxes); or (iii) engaged in any “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4(b) or any similar transaction for state, local or foreign income Tax purposes.

(e) The Company has not constituted either a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code within the past three (3) years.

(f) The Company will not be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date, as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date under Section 481 of the Code (or any corresponding provision of state, local or foreign income Tax Law), (ii) installment sale or open transaction disposition made at or prior to the Closing, (iii) prepaid amount or option payment received at or prior to the Closing, (iv) “closing agreement” as described in Section 7121 of the Code (or any corresponding provision of state, local or non-U.S. income Tax Law) entered into at or prior to the Closing, or (v) election under Section 108(i) of the Code.

(g) The Company has not received written notice of any claim made by a Tax Authority in a jurisdiction where it does not file a Tax Return that it is or may be subject to taxation by such jurisdiction.

4.9 Litigation. Except for those Legal Proceedings set forth on Disclosure Schedule 4.9: (a) there are no Legal Proceedings pending or, to the Company’s Knowledge, threatened, against the Company or any of its properties or assets; and (b) there have not ever been any Legal Proceedings pending or, to the Company’s Knowledge, threatened, against the Company or any of the Company’s properties or assets. Neither the Company nor any of the Company’s properties or assets, is subject to any Order (excluding any such matters of general applicability or applicable to entities situated similarly to the Company rather than to it specifically).

4.10 Properties; Sufficiency.

(a) The Company does not own or lease, and has never owned or leased, any real property.

(b) The Company leases no personal property.

(c) Except as set forth in Disclosure Schedule 4.10(c)(i), the Company has good, valid and marketable title to or license in all of its tangible personal properties and assets, free and clear of any Encumbrances, other than Permitted Encumbrances. Except as set forth in Disclosure Schedule 4.10(c)(ii), all tangible personal property which is material to the conduct of the Business is in good operating condition and repair, normal wear and tear excepted, and is adequate and suitable for the uses to which it is being put.

4.11 Contracts.

(a) Disclosure Schedule 4.11(a) sets forth a true, correct and complete list of any and all Contracts to which the Company is a party or by which the Company is bound.

(b) Except as set forth on Disclosure Schedule 4.11(b): (i) each Contract is in full force and effect and is the legal, valid and binding obligation of the Company and, to the Company's Knowledge, each other party thereto, enforceable in accordance with its respective terms, except to the extent the enforceability thereof may be affected by (x) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally, or (y) Laws governing specific performance, injunctive relief and other equitable remedies; (ii) the terms of all Contracts have been complied with in all material respects by the Company and, to the Company's Knowledge, by the other parties to such Contracts; (iii) the Company and, to the Company's Knowledge, each other party to each Contract (A) have performed all material obligations required to be performed by them respectively thereunder and (B) are not (with or without the lapse of time, the giving of notice or both) in breach or default in any material respect thereunder; and (iv) the Company has not received written notice of any such breach or default. The Company has delivered or made available to Buyer true, correct and complete copies of each Contract (including any amendment, supplement or other modification thereto).

(c) No party to any Contract has exercised any termination, modification or acceleration rights (including any right to terminate for convenience) under any Contract. The Company has not received any written notice of any intention to terminate, repudiate or disclaim any such Contract or exercise any termination, modification or acceleration rights thereunder, and neither the Company nor to the Company's Knowledge, any other party to any Contract currently intends to do so.

4.12 Compliance with Laws.

(a) Except as set forth on Disclosure Schedule 4.12(a), the Company holds no Governmental Authorizations and has never held any Governmental Authorizations. The Company is in compliance with all Governmental Authorizations set forth on Disclosure Schedule 4.12(a).

(b) Except as set forth on Disclosure Schedule 4.12(b), the Company is, and at all times has been, in compliance with all applicable Laws in all material respects. The Company has not received any written or, to the Company's Knowledge, other notice from or by any Governmental Entity of any violation of or noncompliance with, or any alleged violation of or noncompliance with, any Law. No investigation or review of the Business or the Company by any Governmental Entity is pending or, to the Company's Knowledge, threatened.

4.13 Intellectual Property.

(a) Disclosure Schedule 4.13(a) contains a true, complete and accurate list of each of the following items of Company Intellectual Property: (i) issued patents and pending patent applications; (ii) trademarks, service marks, trade names and corporate names, that are either registered, subject to an application for registration, or otherwise material to the Company as of Closing; (iii) registered copyrights and pending applications for copyrights; (iv) material trade secrets; and (v) domain name registrations. Disclosure Schedule 4.13(a) accurately summarizes, where applicable, the following for each item required to be listed on Disclosure Schedule 4.13(a): patent number, application number, registration number, filing date, date of issuance, applicant, title, mark or name, owner(s), country of origin, domain name registrar, and the next fee and other obligations required to maintain or prosecute such Intellectual Property. Disclosure Schedule 4.13(a) further sets forth any actions that must be taken by the Company within 90 days after the date of this Agreement with respect to each item required to be listed on Disclosure Schedule 4.13(a), including the payment of any registration, maintenance or renewal fees, and the filing of any responses, applications, certificates, or other documents.

(b) Except as described in Disclosure Schedule 4.13(b), the Company has valid and legal title to, and is the sole and exclusive owner of all right, title and interest in and to, Company Intellectual Property, free and clear of all liens. The Company has the right to use, in the manner currently used by the Company, the Company Intellectual Property and all other Intellectual Property used or exploited by the Company, and, upon Closing, the Company shall continue to have all such rights.

(c) Each item of Company Intellectual Property is valid and enforceable, and there is no pending Legal Proceeding, claim or allegation asserting the invalidity or unenforceability of any item of Company Intellectual Property. In no instance have any rights in any material Company Intellectual Property been abandoned, cancelled, invalidated, allowed to expire, or permitted to enter the public domain.

(d) Disclosure Schedule 4.13(d) contains a true, complete and accurate list of all Intellectual Property licensed by the Company under Third Party Intellectual Property Contracts. The Company Intellectual Property and the Intellectual Property licensed by the Company under Third Party Intellectual Property Contracts include all Intellectual Property used in or necessary for the operation of the Business of the Company. There exists no condition, restriction or reservation affecting the title to, rights in, or utility of the Company Intellectual Property that could prevent the Company from enforcing or exploiting any rights with respect to the Company Intellectual Property or any Intellectual Property under any Third Party Intellectual Property Contract after the Closing to the same full extent that the Company might do so if the sale and transfer contemplated hereby did not take place.

(e) No Company Intellectual Property or, to the Company's Knowledge, Intellectual Property subject to any Third Party Intellectual Property Contract, is or has been subject to any Order that restricts, impairs or otherwise imposes any obligation with respect to the validity, enforceability, disclosure, use, enforcement, prosecution, maintenance, transfer, licensing or other exploitation of such Intellectual Property.

(f) Neither the Company nor any of the products, services, or other offerings of the Company nor the operation of the Business of the Company has infringed, misappropriated or otherwise violated, nor do they infringe, misappropriate or otherwise violate, any Intellectual Property of any Person.

(g) To the Company's Knowledge, there is not and has not been any unauthorized use or disclosure, infringement, misappropriation or other violation of any Company Intellectual Property by any Person. There has been no claim made or threatened by Company against any Person asserting any unauthorized use or disclosure, infringement, misappropriation or other violation of any Company Intellectual Property, nor to the Company's Knowledge, is there any basis for any such claim.

(h) There has been no claim made, or to the Company's Knowledge, threatened, against the Company (and the Company has not been a party to any Legal Proceeding including such a claim), and the Company has not received or provided notice of any such claim or other communication: (i) asserting the infringement, misappropriation or other violation of any Intellectual Property; (ii) asserting the invalidity, misuse or unenforceability of any Company Intellectual Property; (iii) challenging the Company's ownership of or rights to use, license or otherwise exploit any Intellectual Property; (iv) asserting that the Company has engaged in unfair competition, false advertising or other unfair business practices; or (v) offering an "invitation to license" as a means to avoid infringement or potential infringement of any Intellectual Property. There is no proceeding or action before any court or tribunal related to any Company Intellectual Property other than prosecution proceedings entered into in the Ordinary Course of the Company with the applicable issuing or granting Governmental Entity.

(i) The Company has taken all commercially reasonable actions to maintain and protect: (i) the rights of the Company in and to all Company Intellectual Property; and (ii) the secrecy and confidentiality of the Company's trade secrets and other confidential or proprietary information and the trade secrets and other confidential or proprietary information of any Person, in the possession or control of the Company ("Company Confidential IP Information").

(j) All Persons who are or were current or former employees, officers, consultants and contractors of the Company have each duly executed and delivered valid and binding written agreements with the Company: (i) preventing them from disclosing any Company Confidential IP Information to any Person or making unauthorized use of any Company Confidential IP Information; and (ii) irrevocably assigning, without additional consideration, to the Company complete and exclusive ownership of all right, title, and interest in and to all Intellectual Property, authored, invented, created, developed, conceived, or reduced to practice during the course of their employment or work for the Company. No current or

former employee, officer, consultant or contractor of the Company is in breach of any such agreement or has any claim, right or interest in or to any Company Intellectual Property.

(k) None of the Company Intellectual Property was developed by or on behalf of, or using grants or any other subsidies of, any governmental or public entity or authority, university, corporate sponsor, charitable foundation or other third party.

(l) The Company is not currently nor has been a member or promoter of, or a contributor to, any industry standards body or similar organization that could require the Company to grant or offer to any other Person any license or right to any Company Intellectual Property or that could, following Closing, require or obligate Buyer to grant or offer to any other Person any license or right to any Company Intellectual Property.

(m) The consummation of the transactions contemplated by this Agreement will not alter, impair or extinguish any of the (i) Company Intellectual Property or any rights of the Company therein or thereto, or (ii) any rights of the Company in any licensed Intellectual Property.

4.14 Software & IT Systems

(a) Except as described in Disclosure Schedule 4.14(a), no portion of the Company Software or any product, service, or other offering of the Company includes, imbeds, or incorporates, is bundled with or incorporated into, is distributed, or hosted with, is developed or maintained through the use of, or is otherwise reliant for its operation upon any Public Software. The Company has complied at all times with each agreement applicable to any Public Software. The Company has not distributed, embedded, modified, incorporated, or otherwise made any use of any Public Software in a manner that: (i) could require the Company to disclose or license to any Person any Source Code or trade secret; (ii) grants, or purports to grant, to any Person any rights or immunities under any Intellectual Property; (iii) requires any Intellectual Property to be made available at no charge; or (iv) otherwise limits or restricts the right or ability of the Company to use or distribute any Intellectual Property.

(b) The Company Software includes, and the Company has possession and control of complete copies of, all current and past versions of and revisions made by or on behalf of the Company to such Software. No part of any Company Software is copied from, based upon, or derived from any Software of any other Person. No Company Software or Company Information Systems contains any Malicious Code.

(c) The Source Code for all Company Software owned by the Company is in the sole possession and custody of the Company. Neither the Company nor any Person acting on behalf of the Company has provided, disclosed or delivered, or permitted the disclosure or delivery to any other Person of any Source Code for any Company Software. No event has occurred, and no breach or similar condition exists, that (with or without notice or lapse of time, or both) could require the disclosure or delivery to any other Person of any Source Code for any Company Software. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby could be expected to result in the release of any Source Code for any Company Software from or into escrow.

(d) The Company has at times obtained and maintained all licenses necessary or required for the Company to make valid and non-infringing use of all Software or other Intellectual Property owned by another Person owned, used or held for use by the Company in connection with the Business of the Company. The Company has at all times complied with all such licenses and all other Third Party Intellectual Property Contracts. The Company owns or has the right to exploit, and after Closing, Buyer will continue to own or have the right to exploit, each item of the Company Software in the same manner and to the same extent as it was used immediately prior to the Closing.

(e) All Company Information Systems operate in all material respects in accordance with their documentation and functional specifications and are sufficient to support the operation of the Business of the Company. There are no material problems or defects in any Company Information Systems that prevent such Company Information Systems from operating substantially as described in its applicable documentation or specifications. The Company Information Systems have not experienced any material malfunction or failure. The Company has provided Buyer full access to any and all information, data, and databases documenting any defects, bugs, problems, or suggested fixes, upgrades, and updates for Company Information Systems. The Company Information Systems include commercially reasonable data storage, system redundancy, and disaster avoidance and recovery systems.

4.15 Privacy and Data Security. There has been no Security Incident and the Company has not received notice alleging the occurrence of a Security Incident. The Company has not received any notice alleging any failure to comply with any applicable security or privacy policy, Contract, or Information Law. The Company has not notified and, to the Company's Knowledge, there have been no facts or circumstances that would require the Company to notify, any other Person of any actual or perceived Security Incident or any violation of any Information Laws. The use and dissemination of any and all data or information by or on behalf of the Company is in compliance with all applicable security or privacy policies, terms of use, customer agreements or other Contracts, and all Information Laws and other Laws. The consummation of the transactions contemplated hereby will not violate, or cause the Company or Buyer to violate, any security or privacy policy, terms of use, customer agreements or other Contracts, or Information Laws or other Laws relating to any such data or information.

4.16 Labor Matters. The Company is, and at all times has been, in compliance with all Laws relating to employment, including without limitation all laws concerning wages, hours, discrimination, accommodations, work authorization and immigration. All Persons performing services for the Company have been properly classified as either employees or contractors and, in the case of employees, as exempt or non-exempt employees.

4.17 Employee Benefit Matters. The Company does not have any material employee benefits or employee benefit plans and is in compliance with all Laws relating to employee benefits.

4.18 Bank Accounts. Set forth on Disclosure Schedule 4.18 is a true, correct and complete list of the locations and numbers of all bank accounts, investment accounts and safe deposit boxes maintained by the Company (including the name and address of each bank or

other Person with which any such account is maintained), together with the names of all Persons who are authorized signatories or have access thereto or control thereover.

4.19 Related Party Transactions. Except as set forth on Disclosure Schedule 4.19, no Related Party directly or indirectly owns, leases or licenses, in whole or in part, any of the assets or properties of the Company or is party to any Contract or other transaction with the Company (other than employment, confidentiality and indemnification Contracts entered into in the Ordinary Course with Company employees).

4.20 Brokers, Finders. No finder, broker, agent, or other intermediary acting on behalf of the Company or any of its Affiliates is entitled to a commission, fee, or other compensation or similar payment in connection with the negotiation or consummation of this Agreement or any Related Agreement or any of the transactions contemplated hereby or thereby.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Sellers, each of which is true and correct on the date hereof, except as set forth on the Disclosure Schedules attached hereto, and shall survive the Closing Date and the transactions contemplated hereby to the extent set forth herein.

5.1 Existence and Power; No Conflict.

(a) Buyer has all requisite corporate power and authority to enter into, execute and deliver this Agreement and each Related Agreement to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

(b) Buyer is duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has full corporate power and authority to own, lease, use and operate its properties and assets and to conduct its business as and where now owned, leased, used, operated and conducted.

(c) Except as set forth on Disclosure Schedule 5.1(c), no permit, consent, waiver, Order, ratification, license, approval or authorization of or issued or granted by, or declaration or notice to or filing or registration with, any Governmental Entity or other Person is required in connection with the execution, delivery or performance of this Agreement or any Related Agreement to which Buyer is a party by Buyer, or the consummation by Buyer of the transactions contemplated hereby or thereby. None of the execution, delivery and performance of this Agreement or any Related Agreement to which it is a party by Buyer, nor the consummation of the transactions contemplated hereby or thereby, will: (w) conflict with or violate any provision of Buyer's Organizational Documents; (x) violate any Order applicable to Buyer; or (y) with or without notice, lapse of time or both, result in a violation or breach of, constitute a default under, or give rise to any right of termination, cancellation, maturation, or acceleration of any Liability or obligation, under any of the terms, conditions or provisions of any Contract to which Buyer is a party or by which any of its businesses, assets or properties is bound.

5.2 Authorization. The execution and delivery of this Agreement and each Related Agreement to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized, approved and ratified by all necessary corporate action on the part of Buyer.

5.3 Valid and Enforceable Agreement. Each of this Agreement and each Related Agreement to which Buyer is a party constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms, except to the extent that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and (ii) Laws governing specific performance, injunctive relief and other equitable remedies.

5.4 Brokers, Finders. No finder, broker, agent, or other intermediary acting on behalf of Buyer or any of its Affiliates is entitled to a commission, fee, or other compensation or similar payment in connection with the negotiation or consummation of this Agreement or any Related Agreement or any of the transactions contemplated hereby or thereby.

5.5 Litigation. There are no Legal Proceedings pending or, to Buyer's knowledge, threatened against Buyer or any of its Affiliates, at law or in equity, which if adversely determined would, or would reasonably be expected to, prevent, delay or interfere with the consummation of, or otherwise adversely affect Buyer's ability to consummate, any of the transactions contemplated by this Agreement or to otherwise perform its obligations under this Agreement or any of the Related Agreements to which it is a party. There are no Orders outstanding against or related to Buyer or any of its Affiliates which could interfere with Buyer's ability to consummate the transactions contemplated by this Agreement.

ARTICLE VI

COVENANTS OF THE PARTIES

6.1 Cooperation. From and after the Closing, the Parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments, and doing any and all such other things as may be reasonably required by the Parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement. From and after the Closing, Sellers shall provide such information and records in the possession of Sellers as are reasonably requested by Buyer in connection with Buyer's operation of the Business following Closing.

6.2 Confidentiality; Announcements.

(a) Following the Closing, each Seller shall maintain, and use his or its best efforts to cause his or its Affiliates and Representatives to maintain, in confidence, and to not use or disclose, any Company Confidential Information, including any Company Confidential Information included in any Intellectual Property, that he or it may have, and shall not disclose, and use his or its best efforts to cause his or its Affiliates and Representatives not to disclose, such information, without Buyer's prior written consent, unless such information (i) is or becomes generally available to the public other than as a result of its use or disclosure by Seller

or any of his or its Affiliates or Representatives (each, a “Seller Party”), in each case, in breach of this Agreement; (ii) is later lawfully acquired in good faith by a Seller Party from a source unrelated to Seller’s prior ownership of the Company on a non-confidential basis without violation by the source thereof of any duty or obligation of confidentiality known to such Seller Party; (iii) is required to be disclosed pursuant to judicial Order, regulation, Law, subpoena or other mandatory legal process; or (iv) required to be disclosed by the rules of a securities exchange on which Buyer may from time to time be listed (it being understood that any information described in (i), (ii), (iii) or (iv) above shall not be considered Company Confidential Information). If Seller, or to Seller’s knowledge one of his or its Affiliates or Representatives, become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demands, or similar process) or is required by a Governmental Entity to make any disclosure with respect to the Company or the Business that is prohibited by this Section 6.2(a), Seller will provide Buyer with prompt notice (to the extent such notice is not prohibited by law) of such requirement so that Buyer may seek an appropriate protective order or other appropriate remedy (and Seller shall reasonably cooperate with Buyer in seeking such order or remedy). Subject to the foregoing, such Seller may furnish, or shall use his or its best efforts to cause his or its Affiliate or Representative, as applicable, to furnish, that portion (and only that portion) of such information that such Seller Party is legally compelled or is otherwise required to disclose (as advised by counsel). Notwithstanding any of the foregoing, in no event shall this Section 6.2(a) limit or otherwise restrict the right of Seller to disclose any Company Confidential Information (A) to its Affiliates and Representatives to the extent reasonably required to perform his or its obligations under this Agreement and any Related Agreement or in connection with the preparation of Tax Returns, provided that such Affiliates and Representatives are subject to substantially similar obligations of confidentiality and nondisclosure or other ethical obligations of confidentiality; or (B) to any Governmental Entity to the extent reasonably required in connection with any Legal Proceeding relating to the enforcement of this Agreement or any Related Agreement.

(b) The Parties agree that, in addition to any other remedies available at Law or in equity, the Parties shall be entitled to injunctive relief to prevent actual or threatened breaches of the obligations set forth in Section 6.2(a) (without the need to post any bond).

(c) The Parties agree that no press release or other public statement concerning the negotiation, execution and delivery of this Agreement or the transactions contemplated hereby, or the Purchase Price or the terms hereunder, shall be issued or made without the prior written approval of both Sellers and Buyer (which approval shall not be unreasonably withheld).

6.3 Covenant Not to Compete.

(a) In consideration of the sale of Shares and the consummation of the transactions contemplated hereby, except upon the express written permission of Buyer, for a period of three (3) years from and after the Closing, each Seller shall not, and shall not authorize any of its Affiliates or any of its Representatives on Sellers’ behalf to, directly or indirectly through any entity, as a principal, employee, partner, shareholder, member, officer, director, manager, agent, lender, paid or unpaid consultant or otherwise, compete with the Business, or assist in, or provide financial resources to, any business or Person anywhere in the world that

engages in the Business; as conducted and as proposed to be conducted; provided that the foregoing restricted activities shall not include (i) passive ownership of less than 5% of the share capital of a publicly held corporation whose shares are traded on a securities exchange or in the over the counter market and (ii) any activities which are taken at the written direction of the Buyer.

(b) Sellers hereby acknowledge the broad territorial scope of the covenant contained in Section 6.3(a), but acknowledge and agree that the restrictions are reasonable and enforceable in view of, among other things, (i) the narrow range of activities prohibited, (ii) the national and international scope of the Business, (iii) the confidential, proprietary and trade secret information of the Business to which Sellers may have had access, and (iv) the fact that a business which competes with the Business could greatly benefit if it were to obtain the confidential information of the Business.

(c) Sellers acknowledge that the foregoing restrictions are reasonable and agrees that in the event of any breach thereof the harm to Buyer will be irreparable and without adequate remedy at law, and, therefore, that injunctive relief with respect thereto will be appropriate. In the event that a court of competent jurisdiction determines, in an action brought by or on behalf of Buyer, that any of the foregoing provisions are unenforceable as stated, the parties intend that such restrictions be modified to permit the maximum enforceable restriction on Sellers and their respective Affiliates' and Representatives' competition with the Business.

6.4 Tax Covenants.

(a) All transfer, documentary, sales, use, value-added, gross receipts, stamp, registration or other similar transfer Taxes ("Transfer Taxes") incurred in connection with the transactions contemplated by the terms of this Agreement, including all recording or filing fees, notarial fees and other similar costs of Closing, that may be imposed, payable, collectible or incurred shall be paid 50% by the Sellers (allocable between the Sellers in accordance with his or its respective Allocation Percentage) and 50% by Buyer. The Person legally responsible under applicable Law shall prepare and timely file all necessary Transfer Tax Returns. Each Party shall pay to the Person filing the applicable Transfer Tax Return, at least three (3) Business Days prior to the due date for filing, such Party's respective portion of the amount of any Transfer Taxes required to be paid by the Person filing the applicable Transfer Tax Return.

(b) Sellers shall prepare, or cause to be prepared, and file, or cause to be filed, all Income Tax Returns for the Company for all Pre-Closing Tax Periods that are required to be filed after the Closing Date. All such Income Tax Returns shall be prepared in a manner consistent with past practice, except as otherwise required by Law. Within a reasonable amount of time prior to filing (taking into account the relevant Income Tax Return and the due date for filing), Sellers shall permit Buyer to review and comment on each such Income Tax Return, and shall consider in good faith all reasonable comments made by Buyer. Sellers shall pay to Buyer, not later than three (3) Business Days prior to the due date for filing (taking into account any applicable extensions of time to file) each such Tax Return, all Taxes shown as due on such Tax Return.

(c) Buyer shall prepare, or cause to be prepared, and file, or cause to be filed,

(i) at Sellers' expense, all Tax Returns of the Company for all Pre-Closing Tax Periods that are required to be filed after the Closing Date other than Income Tax Returns and any Tax Return required to be filed by Seller pursuant to Section 6.4(a), and (ii) all Tax Returns for any Straddle Period that are required to be filed (taking into account any applicable extensions of time to file) after the Closing Date. All such Tax Returns shall be prepared in a manner consistent with past practice, except as otherwise required by applicable Law. Within a reasonable amount of time prior to filing (taking into account the relevant Tax Return and the due date for filing), Buyer shall permit Sellers to review and comment on each such Tax Return, and shall consider in good faith all reasonable comments made by Sellers. Sellers shall pay to Buyer, not later than three (3) Business Days prior to the due date for filing the applicable Tax Return (taking into account any applicable extensions of time to file), all Indemnified Taxes shown as due on such Tax Return.

(d) In the case of Taxes that are payable with respect to a Straddle Period, the portion of such Taxes payable for the portion of such Straddle Period allocable to Sellers shall (i) in the case of ad valorem and property Taxes be the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period before and including the Closing Date and the denominator of which is the total number of days in the Straddle Period and (ii) in the case of all other Taxes, be determined based on an interim closing of the books as of the close of business on the Closing Date.

(e) Buyer and Sellers agree to furnish, or cause to be furnished, to each other, upon written notice, as promptly as practical, such information (including reasonable access to books and records) and assistance as is reasonably necessary for the filing of any Tax Return, preparation of the portion of any financial statement related to Taxes, the conduct of any Tax audit, and for the prosecution or defense of any claim, suit or proceeding relating to any Tax matter. Buyer and Sellers shall reasonably cooperate with each other in the conduct of any Tax audit or other Tax proceedings and each shall execute and deliver such documents as are reasonably necessary to carry out the intent of this Section 6.4. Any Tax audit or other Tax proceeding shall be deemed to be a Third Person Claim subject to the procedures set forth in Section 9.4 of this Agreement.

6.5 Release. Effective as of the Closing, each Seller, on behalf of himself, itself, his, or its Affiliates and his or its respective successors, assigns, heirs, executors and personal representatives (collectively, the "Releasors"), hereby forever fully and irrevocably releases and discharges, to the fullest extent permitted by Law, the Company from any and all actions, demands, debts, agreements, obligations, promises, judgments, or Liabilities of any kind whatsoever in law or equity and causes of action of every kind and nature, or otherwise (including, claims for damages, costs, expense, and attorneys', brokers' and accountants fees and expenses) existing or arising prior to the Closing Date, which the Releasors can, shall or may have against the Company, whether known or unknown, suspected or unsuspected, unanticipated as well as anticipated (collectively, the "Released Claims"), and hereby irrevocably agrees to refrain from directly or indirectly asserting any claim or demand or commencing (or causing to be commenced) any action or other Legal Proceeding of any kind, in any court or before any tribunal, against the Company based upon any Released Claim; provided that Released Claims shall not include any right or claims asserted pursuant to the transactions contemplated by this

Agreement or the documents and instruments delivered hereunder, including without limitation pursuant to ARTICLE X of this Agreement.

6.6 Company Property. As soon as practicable following Closing, and in any event no more than fifteen (15) days following Closing (or upon the discovery thereof following Closing), each Seller shall, and shall cause such Seller's Representatives to (i) allow an information technology consultant selected by Buyer to relocate all Intellectual Property relating to the Business (but not files of a personal nature not directly related to the Business) from any computers, servers, storage devices and other systems, devices or equipment ("IT Storage Equipment") owned by or within the control of such Seller or Seller's Representatives to a cloud based system controlled by Buyer (but subject to the last two sentences of this Section 6.6) and (ii) provide Buyer with all physical embodiments of Intellectual Property relating to the Business. For the avoidance of doubt, neither Seller shall retain any copies of such Intellectual Property, except upon the written consent of Buyer in connection with any services performed for Buyer by such Seller following the Closing. Notwithstanding the foregoing, in exchange for the sole consideration of Evar Nering's assignment obligations pursuant to that certain Confirmatory Assignment and Confidentiality Agreement with the Company dated on or around the date hereof, Company hereby grants Evar Nering a limited, nonexclusive, nontransferable, non-sublicensable license to any Intellectual Property relocated under clause (i) above from IT Storage Equipment owned by or within the control of Evar Nering or his Representatives, solely for personal, non-commercial purposes such as evaluation or experimentation (or as otherwise expressly agreed by the Company), it being understood that such access shall be subject to the confidentiality provisions of Section 6.2 above. The term of such license shall begin on the date hereof and continue for the duration of Evar Nering's life or the earlier termination for cause upon 30 days prior written notice upon a breach of Evar Nering's obligations with respect to such Intellectual Property.

ARTICLE VII

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to proceed with the Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions precedent, any of which may be waived in whole or in part by Buyer:

7.1 Consents and Approvals. All filings with Governmental Entities listed on Schedule 7.1 shall have been made.

7.2 Deliveries. Sellers shall have made or tendered, or caused to be made or tendered, delivery to Buyer of the following:

(a) an original certificate or certificates with respect to the Shares, accompanied by instruments of transfer duly executed and in proper form for transfer to Buyer under applicable Law;

(b) an executed counterpart signature page to each Related Agreement, duly executed by Seller and/or one or more its Affiliates, as applicable;

(c) copies of the certificate of incorporation of the Company, certified as of the most recent practicable date by the Secretary of State or equivalent of the jurisdiction of organization of the Company;

(d) a certificate of good standing or equivalent of the Company, issued as of a recent date by the Secretary of State or equivalent of the jurisdiction of organization of the Company;

(e) resignations effective as of the Closing of each director and officer of the Company as Buyer may have requested;

(f) the third party consents, if any, set forth on Schedule 7.2(b);

(g) a certificate, dated as of the Closing Date, executed by an officer of the Company (i) certifying as complete, accurate and in full force and effect a copy of the resolutions of the Company's board of directors authorizing the execution, delivery and performance of this Agreement, the Related Agreements to which the Company is a party and any other documents executed and delivered by the Company in connection with this Agreement by the Company, and the consummation of the transactions contemplated hereby and thereby, and (ii) certifying as complete and accurate copies of the Organizational Documents of the Company in effect as of the Closing;

(h) an invoice issued by each Person to whom any Transaction Expenses are owed as of the Closing (collectively, the "Transaction Expense Invoices"), setting forth (i) the amount required to repay in full all Transaction Expenses owed to such Person as of the Closing Date and (ii) the wire transfer instructions for the payment of such Transaction Expenses to such Person;

(i) a certification of non-foreign status that complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder;

(j) with respect to any Intellectual Property or other assets relating to the Business that are held or titled in the name of any Seller or any Person other than the Company, the Sellers shall have provided Buyer with documentation, in form and substance reasonably satisfactory to Buyer, evidencing the transfer of any Intellectual Property or other assets into the Company;

(k) a properly completed and duly executed IRS Form W-9 from each Seller;
and

(l) such other documents and instruments as Buyer may reasonably request in connection with the consummation of the transactions contemplated by this Agreement and any Related Agreement.

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligation of Sellers to proceed with the Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions precedent, any of which may be waived in whole or in part by Sellers:

8.1 Consents and Approvals. All filings with Governmental Entities listed on Schedule 8.1 shall have been made.

8.2 Deliveries. Buyer shall have made or tendered, or caused to be made or tendered, delivery to Sellers of the following:

(a) an executed counterpart signature page to each Related Agreement, duly executed by Buyer and/or one or more its Affiliates, as applicable; and

(b) a certificate, dated as of the Closing Date, executed by an officer of Buyer, certifying as complete, accurate and in full force and effect a copy of the resolutions of Buyer's board of directors or similar governing body authorizing the execution, delivery and performance of this Agreement, the Related Agreements to which Buyer is a party and any other documents executed and delivered by Buyer in connection with this Agreement by Buyer, and the consummation of the transactions contemplated hereby and thereby.

ARTICLE IX
INDEMNIFICATION

9.1 Indemnification by Sellers. Subject to the limitations set forth in this ARTICLE IX, Sellers shall severally and not jointly indemnify, defend and hold harmless Buyer against and in respect of any and all Losses incurred directly or indirectly, in connection with, arising from or as a result of:

(a) any breach, non-fulfillment or violation of any covenant or other agreement made in this Agreement or any Related Agreement by the Company;

(b) any breach of any of the representations and warranties made in ARTICLE IV of this Agreement by the Company;

(c) any breach, non-fulfillment or violation of any covenant or other agreement made in this Agreement or any Related Agreement by such Seller;

(d) any breach of any of the representations and warranties made in ARTICLE III of this Agreement by such Seller;

(e) any Company Debt outstanding at the Effective Time and any Transaction Expenses, in each case, only to the extent not fully paid at the Closing; and

(f) any Indemnified Taxes.

Any indemnification provided for under this Section 9.1 shall be deemed also to extend to directors, shareholders, members, managers, officers, employees and Representatives (in their capacity as such) of Buyer and its Affiliates (in all, the “Buyer Indemnified Persons”).

9.2 Indemnification by Buyer. Subject to the limitations set forth in this ARTICLE IX, Buyer shall indemnify, defend and hold harmless Sellers against and in respect of any and all Losses incurred directly or indirectly in connection with, arising from or as a result of:

(a) any breach, non-fulfillment or violation of the covenants or other agreements made in this Agreement or any Related Agreement by Buyer; and

(b) any breach of any of the representations or warranties made in this Agreement by Buyer.

Any indemnification provided for under this Section 9.2 shall be deemed also to extend to Representatives (in their capacity as such) of Sellers and their Affiliates (in all, the “Seller Indemnified Persons”).

9.3 Notice. Any Person seeking indemnification under Section 9.1 or Section 9.2 (the “Injured Party”), including indemnification in respect of any Third Person Claim, shall give prompt written notice to the Party from whom such indemnification is sought (the “Indemnifying Party”) specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted (such written notice being hereinafter referred to as a “Notice of Claim”). If the Indemnifying Party disputes such claim of indemnification, it shall notify the Injured Party of such dispute in writing (an “Objection Notice”) within fifteen (15) Business Days after receipt of the Notice of Claim, specifying whether and to what extent the Indemnifying Party disputes its Liability with respect to such claim or the amount of Losses for which it is responsible, or both. Within fifteen (15) Business Days after the delivery of any Objection Notice, the Injured Party and the Indemnifying Party shall meet and attempt in good faith to resolve their differences with respect to the underlying claim of indemnification. If an Objection Notice is delivered in respect of a claim and the dispute is not resolved within fifteen (15) Business Days after the Parties first meet to attempt such resolution, either Party may initiate litigation in accordance with this Agreement. If the Indemnifying Party does not deliver an Objection Notice in response to the Injured Party’s Notice of Claim within the applicable response period provided for under this Section 9.3, the Indemnifying Party shall be liable to the Injured Party for the amount of the underlying claim. Once a Loss is agreed to by the Indemnifying Party (or undisputed by the Indemnifying Party within the response period provided for under this Section 9.3) or finally adjudicated to be payable pursuant to this Section 9.3, the Indemnifying Party shall satisfy its obligations within fifteen (15) business days of such agreement or final, non-appealable adjudication (the “Indemnification Payment Due Date”) by wire transfer of immediately available funds or, in the case of a Seller, by an election to cancel a portion of the shares of Buyer Class A Common Stock held by such Seller in accordance with Section 9.10(d). Any Notice of Claim or Objection Notice to be delivered by or to any Buyer Indemnified Person or Seller Indemnified Person hereunder shall be delivered by or to Buyer or Seller, respectively.

9.4 Defense of Third Party Claims.

(a) If an Injured Party seeks indemnification hereunder because of a claim asserted by any claimant (other than an Injured Party hereunder) ("Third Person"), the Injured Party shall give a Notice of Claim to the Indemnifying Party promptly after such assertion is actually known to the Injured Party; provided, that no delay on the part of the Injured Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any Liability under this Agreement except to the extent such delay materially prejudices the rights of the Indemnifying Party with respect thereto. If the Indemnifying Party acknowledges in writing its obligation to indemnify and defend the Injured Party against the claim alleged by such Third Person (a "Third Person Claim"), then the Indemnifying Party shall have the right, upon written notice to the Injured Party no later than fifteen (15) Business Days after the receipt of the Notice of Claim in respect thereof, to assume the defense of such Third Person Claim (including to investigate, secure, contest or settle such Third Person Claim); provided that the Indemnifying Party shall not have the right to (i) assume the defense of any Third Person Claim (or to investigate, secure, contest or settle such Third Person Claim) where (A) such Third Person Claim relates to or arises in connection with any criminal proceeding or (B) such Third Person Claim seeks an injunction or other non-monetary relief against an Injured Party or (C) counsel to the Injured Party determines in good faith that a conflict of interest on any significant issue relating to such Third Person Claim exists between any Injured Party and the Indemnifying Party or (ii) consent to the entry of any judgment with respect to the Third Person Claim or enter into any settlement with respect to the Third Person Claim without the written consent of the Injured Party (not to be withheld or delayed unreasonably), except that the Indemnifying Party shall be entitled to consent to any judgment and/or enter into any settlement without the consent of the Injured Party if such judgment or settlement requires only the payment of money for which the Injured Party is fully entitled to indemnification hereunder and such judgment or settlement includes a full and complete release of the Injured Party from further Liability, but shall not be entitled to consent to such judgment or settlement without the written consent of the Injured Party (not to be withheld or delayed unreasonably) if the Third Person Claim arises from or related to a Tax audit or other Tax proceeding and the proposed judgement or settlement would (in the reasonable and good faith judgment of the Injured Party) subject the Injured Party to any Liability for Taxes for which the Injured Party is not indemnified by the Indemnifying Party. In the event that the Indemnifying Party elects to assume the defense of a Third Person Claim in accordance herewith, then (x) the Indemnifying Party, using counsel reasonably satisfactory to the Injured Party, shall diligently defend the Injured Party against such Third Person Claim, and (y) the Injured Party may participate in (but not control) the defense of such Third Person Claim with its own counsel at its own expense. If the Indemnifying Party does not have the right under this Section 9.4(a) to defend, elects not to defend, fails to assume the defense of the Injured Party with respect to such Third Person Claim, or otherwise does not diligently defend against such Third Person Claim, the Injured Party shall have the right, at its option, to assume and control the defense of such Third Person Claim at the expense of the Indemnifying Party. The failure of the Indemnifying Party to respond in writing to the Notice of Claim within fifteen (15) Business Days after receipt thereof shall be deemed an election not to defend the same. If the Indemnifying Party does not so elect to assume the defense of any Third Person Claim which it has the right to assume the defense of hereunder, (1) the Injured Party may defend against such claim, in such manner as it may deem appropriate, including, but not limited to, settling such claim, after giving written notice of the same to the Indemnifying Party, on such terms as the

Injured Party may deem appropriate; provided that in all such cases the Injured Party will not consent to the entry of a judgment or enter into any settlement with respect to the matter without the written consent of the Indemnifying Party (not to be withheld, conditioned or delayed unreasonably), except that the Injured Party shall be entitled to consent to any judgment and/or enter into any settlement without the consent of the Indemnifying Party if such judgment or settlement does not require the payment of money and (2) the Indemnifying Party may participate in (but not control) the defense of such action, with its own counsel at its own expense. The Parties shall make available to each other all relevant information in their possession relating to any such Third Person Claim and shall cooperate in the defense thereof.

9.5 Survival of Representations and Warranties. All of the representations and warranties made by any Party in ARTICLE III, ARTICLE IV, and ARTICLE V shall survive for a period of twenty-four (24) months following the Closing Date; provided that (i) Fundamental Representations shall survive for a period of ten (10) years following the Closing Date, (ii) the representations and warranties set forth in Section 4.8 shall survive until the date that is thirty (30) days after the expiration of the applicable statute of limitations, and (iii) the representations and warranties set forth in Section 4.13 and 4.14 shall survive period of five (5) years following the Closing Date; provided, that any representation or warranty that is the subject of a claim for indemnification asserted pursuant to a Notice of Claim within the survival period specified in this Section 9.5 shall survive until, but only for purposes of, the resolution of such claim. No Party shall be entitled to indemnification for breach of any representation and warranty set forth in ARTICLE III, ARTICLE IV, and ARTICLE V unless a Notice of Claim of such breach has been given to the Indemnifying Party within the period of survival of such representation and warranty as set forth herein. It is the express intent of the Parties that if the applicable period set forth in this Section 9.5 for the survival of the representations and warranties and for the making of claims for indemnification based on any breaches thereof is shorter or longer than the statute of limitations that would otherwise have been applicable thereto, then, by Contract, the statute of limitations applicable hereto shall be reduced or lengthened, respectively, to the survival period set forth in this Section 9.5. The Parties further acknowledge that the survival periods set forth in this Section 9.5 are the result of arms' length negotiation between Buyer and Sellers and that Buyer and Sellers intend for such survival periods to be enforced as agreed by Buyer and Sellers.

9.6 Determination of Breach and Losses. For purposes of determining whether any representation or warranty has been breached and the amount of any Losses that are the subject matter of a claim for indemnification hereunder for breach of any representation or warranty of any Seller or the Company, each such representation and warranty shall be read without regard and without giving effect to any materiality or material adverse effect standard or qualification contained in such representation or warranty (as if such standard or qualification were deleted from such representation or warranty).

9.7 Characterization and Calculation of Indemnity Payments. Any indemnification payments made pursuant to this Agreement shall be considered, to the extent permissible under Law, as adjustments to the Purchase Price for all Tax purposes.

9.8 Stock Consideration. In the event Buyer is entitled to indemnification by a particular Seller pursuant to Section 9.1 hereof, and a Seller has failed to satisfy his or its

indemnification obligation on or before the Indemnification Payment Due Date in accordance with Section 9.3, Buyer shall be entitled to recover any amounts due from such Seller by cancellation of the number of shares of Buyer Class A Common Stock held by such Seller having a fair market value, on the date such Loss is recovered, equal to the amounts due from such Seller.

9.9 Effect of Investigation. Notwithstanding anything to the contrary in this Agreement, the indemnification obligations of Sellers pursuant to Section 9.1, and the Buyer's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Buyer (including by any of its Representatives) or by reason of the fact that the Buyer or any of its directors, officers, shareholders, or Representatives knew or should have known that any representation or warranty under ARTICLE III or ARTICLE IV is, was or might be inaccurate or by reason of the Buyer's waiver of any condition set forth in ARTICLE VII, as the case may be.

9.10 Liability Limitation; Indemnification Setoff.

(a) The maximum aggregate liability of the Sellers under Section 9.1(b) or (d) shall not exceed the greater of (a) the Purchase Price or (b) the value of the Stock Consideration as of the date such Loss is recovered (the "Cap"); *provided, however*, that such limitation shall not apply with respect to any liability caused by the fraud or intentional misrepresentation of Sellers or the Company on or prior to Closing Date.

(b) Notwithstanding any provision of this Agreement to the contrary and subject to the foregoing liability limitations, the right of the Buyer to recover Losses incurred pursuant to Section 9.1(b) shall be satisfied from the Sellers, pro rata, only up to their respective Allocation Percentages of the Cap.

(c) Notwithstanding any provision of this Agreement to the contrary and subject to the foregoing liability limitations, the right of the Buyer to recover Losses incurred pursuant to Section 9.1(c) and 9.1(d) shall be satisfied solely from the Seller that committed the breach of representation or warranty or breach, non-fulfillment or violation of covenant.

(d) Each Seller may elect to have his or its *pro rata* portion of any Loss recovered by cancellation of the number of shares of Buyer Class A Common Stock having a fair market value, on the date such Loss is recovered, equal to such *pro rata* portion of such Loss.

(e) The amount of recovery by an Injured Party pursuant to this ARTICLE IX will be reduced by the net amounts (after taking into account reasonable costs of recovery) which are actually received by such Injured Party under any insurance policies available to such Injured Party.

(f) Each Injured Party shall take, and cause its Affiliates to take, commercially reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise to any Loss.

(g) The Sellers shall not have any claim for contribution from or against Buyer or the Company as a result of any indemnification or other payments made by the Sellers to any Buyer Indemnified Persons pursuant to this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Notice. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made: (i) when sent to a Party by facsimile or other electronic transmission, addressed to it at its facsimile number or e-mail address specified below, if the sender receives electronic evidence from the recipient of delivery; (ii) upon being delivered if delivered personally or by courier delivery to the Party for whom it is intended; or (iii) upon confirmation of delivery if sent by an internationally recognized next-day courier service, addressed at the address shown in this Section 10.1, or, as applicable, using such other address, facsimile number or e-mail address as may be designated in writing hereafter by such Party.

If to Buyer:

Attn: SimpleRose Inc.
401 Pine Street
St. Louis, MO 63102
Telephone: 612-201-9476
E-mail: marti@simplerose.com

With a copy to:

Bryan Cave Leighton Paisner LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
Telephone: (314) 259-2000
Fax: (314) 259-2020
E-mail: Brendan.Johnson@bclplaw.com
Attention: Brendan Johnson

If to Sellers:

Carl Scotius Ledbetter, Jr.
c/o Pelion Venture Partners
27650 E. Cottonwood Parkway, Suite 600
Salt Lake City, Utah 84101
Telephone: (303) 888-1227
E-mail: carl.ledbetter@gmail.com

Evar D. Nering Family Trust
c/o Evar Dare Nering

4226 N. 69th Place
Scottsdale, Arizona 85251
Telephone: (480) 941-3811
E-mail: evar.nering@gmail.com

With copies to:

Sage Law Group LLC
3100 Arapahoe Avenue, Suite 120
Boulder, Colorado 80303
Telephone: (720) 398-6554
E-mail: roneal@sagelawgroup.com
Attention: Rex O'Neal

Carson Messinger PLLC
4808 North 22nd Street, Suite 200
Phoenix, Arizona 85016
Telephone: (602) 222-5519 Fax: (602) 277-4507
E-mail: jburns@carsonlawfirm.com
Attention: James A. Burns

10.2 Entire Agreement. This Agreement, the Disclosure Schedules hereto and the Related Agreements embody the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings relating to such subject matter hereof and thereof.

10.3 Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

10.4 Assignment; Binding Agreement. This Agreement and various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns, heirs, executors, and personal representatives. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be transferred, delegated, or assigned by Buyer without the prior written consent of Sellers, or by any Sellers without the prior written consent of Buyer; provided, that (a) Buyer may assign this Agreement and any of its rights hereunder to any Affiliate of Buyer and (b) Buyer may collaterally assign its rights hereunder to any financial institution providing debt financing to Buyer or any other financing source, in each case without the prior written consent of Sellers.

10.5 Counterparts. This Agreement may be executed by facsimile or other digital means, simultaneously in multiple counterparts or in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

10.6 Expenses. Except as otherwise provided herein, each Party hereto will pay all costs and expenses incident to its due diligence, negotiation and preparation of this

Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

10.7 Headings; Interpretation. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Each reference in this Agreement to an Article, Section, or Disclosure Schedule, unless otherwise indicated, shall mean an Article or a Section of this Agreement or a Disclosure Schedule attached to this Agreement, respectively. References herein to “days,” unless otherwise indicated, are to consecutive calendar days. All Parties have participated substantially in the negotiation and drafting of this Agreement and agree that no ambiguity herein should be construed against the draftsman. For the purposes of determining whether any amount of local currency exceeds or is less than any U.S. Dollar amount referred to in this Agreement, the exchange rate prevailing on the relevant date (or, if the relevant date is not a Business Day, on the immediately preceding Business Day) as published by the *New York Times* shall be used. References to a “corporation” or “company” shall be construed so as to include any corporation, company or other body corporate, wherever and however incorporated or established. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “herein,” “hereof,” “hereunder” and other words of similar import shall refer to this Agreement as a whole and not to any particular part or subdivision of this Agreement. Whenever herein the singular is used, the same shall include the plural, where appropriate (and vice versa). Any statute defined or referred to herein or in any agreement or instrument that is referred to herein means such statute as from time to time amended, modified or supplemented, including by succession of comparable successor statutes. References to a Person are also to its predecessors and permitted successors and assigns.

10.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to the conflicts of Law rules thereof.

10.9 Submission to Jurisdiction. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of (a) the state courts located in New Castle County, Delaware and (b) the United States District Court for the District of Delaware for the purposes of any suit, action or other Legal Proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the Parties agrees to commence any action, suit or other Legal Proceeding relating hereto in the United States District Court for the District of Delaware or if such suit, action or other Legal Proceeding may not be brought in such court for jurisdictional reasons, in the state courts located in New Castle County, Delaware. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth above shall be effective service of process for any action, suit or other Legal Proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 10.9; provided, that nothing in this Section 10.9 shall affect the right of any party to serve legal process in any other manner permitted by Law. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the state courts located in New Castle County, Delaware or (ii) the United States District Court for the District of

Delaware, and hereby further irrevocably and unconditionally agrees not to plead or claim in any such court that any such action, suit or other Legal Proceeding brought in any such court has been brought in an inconvenient forum or to raise any similar defense or objection.

10.10 Disclosure Generally. All Disclosure Schedules attached hereto are incorporated herein and expressly made part of this Agreement as though completely set forth herein. All references to this Agreement herein or in any of the Disclosure Schedules or in any agreement contemplated hereby shall be deemed to refer to this entire Agreement, including all Disclosure Schedules. If and to the extent any information required to be furnished in any Disclosure Schedule is contained in this Agreement or in any other Disclosure Schedule, such information shall be deemed to be included in all of the Disclosure Schedules in which the information would otherwise be required to be included; provided that the applicability of such disclosure to such other Disclosure Schedule is reasonably apparent on its face. By listing matters on the Disclosure Schedules, Sellers any of their respective Affiliates shall not be deemed to have established any materiality standard, admitted any Liability, or concluded that any one or more of such matters are material, or expanded in any way the scope or effect of the representations and warranties of Seller contained in this Agreement. The information contained in the Disclosure Schedules hereto is disclosed solely for the purposes of this Agreement, and no information contained therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever, including of any violation of law or breach of any agreement.

10.11 No Waiver. No disclosure of information made in this Agreement or required to be made pursuant to this Agreement shall be deemed to constitute a waiver of the attorney-client privilege or work product doctrine, or to the extent such disclosure could be so construed, the Parties shall enter into a mutually acceptable agreement to protect such disclosure.

10.12 Amendment and Waiver. Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10.13 No Third Party Beneficiaries or Other Rights. Except as set forth in ARTICLE IX, nothing herein shall grant to or create in any Person not a party hereto any right to any benefits hereunder, and no such party shall be entitled to sue either Party to this Agreement with respect thereto. The representations and warranties contained in this Agreement are made for purposes of this Agreement only and shall not be construed to confer any additional rights on the Parties under applicable state or federal or foreign securities Laws.

10.14 Guarantee.

(a) Guarantor hereby unconditionally and irrevocably guarantees the full and prompt performance by the Nering Trust of the Nering Trust's covenants, agreements and obligations hereunder. This is a continuing, absolute and unconditional guarantee of performance and payment and not only of collection. Such Guarantor waives notice of acceptance hereof and of defaults hereunder. Such Guarantor waives any right to require a proceeding first against the Nering Trust or to exhaust any security for the performance of the obligations of the Nering

Trust, and agrees that the liability of Guarantor shall not be affected or decreased by the rejection or disaffirmance thereof in bankruptcy or like proceedings. Guarantor represents and warrants to Buyer that Guarantor has the mental capacity to enter into this Agreement and to perform their respective obligations hereunder. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated herein and the compliance with the provisions herein will not, conflict with or violate any applicable Law or agreement binding upon Guarantor, nor require authorization, consent or approval of, or filing with, any Governmental Entity, except in each case as would not impact Guarantor's ability to perform or comply with its obligations hereunder in any material respect. Guarantor acknowledges that Guarantor has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel, accountants and other advisors of his own choice.

(b) The provisions of ARTICLE VI will be deemed to be applicable to this Section 10.14, and for the purposes of such provisions, Guarantor shall be considered a "Seller".

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

BUYER:

SIMPLEROSE INC.

By: 
Name: Xiaolin Gong
Title: Chief Executive Officer

SELLERS:

EVAR D. NERING FAMILY TRUST

By: _____
Name: Evar D. Nering
Title: Trustee

CARL SCOTIUS LEDBETTER, JR.

COMPANY:

EULER OPTIMIZATION, INC.

By: _____
Name: Carl Scotius Ledbetter, Jr.
Title: Chief Executive Officer

GUARANTOR

EVAR NERING

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

BUYER:

SIMPLEROSE INC.

By: _____
Name: _____
Title: _____

SELLERS:

EVAR D. NERING FAMILY TRUST

DocuSigned by:

By: _____
Name: Evar D. Nering
Title: Trustee

CARL SCOTIUS LEDBETTER, JR.

COMPANY:

EULER OPTIMIZATION, INC.

By: _____
Name: Carl Scotius Ledbetter, Jr.
Title: Chief Executive Officer

GUARANTOR

DocuSigned by:


EVAR NERING

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

BUYER:

SIMPLEROSE INC.

By: _____
Name: _____
Title: _____

SELLERS:

EVAR D. NERING FAMILY TRUST

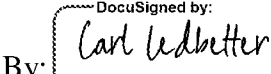
By: _____
Name: Evar D. Nering
Title: Trustee

DocuSigned by:

FA7AAC649025400
CARL SCOTIUS LEDBETTER, JR.

COMPANY:

EULER OPTIMIZATION, INC.

DocuSigned by:

By: _____
Name: Carl Scotius Ledbetter, Jr.
Title: Chief Executive Officer

GUARANTOR

EVAR NERING

SCHEDULE I

| Seller | Seller's Shares | Allocation Percentage | Stock Consideration |
|-----------------------------|-----------------|-----------------------|--|
| Carl Scotius Ledbetter, Jr. | 2,413,176 | 52.36% | 190,017 shares of Buyer Class A Common Stock |
| Evar D. Nering Family Trust | 2,195,834 | 47.64% | 172,903 shares of Buyer Class A Common Stock |

[STOCK PURCHASE AGREEMENT]

SCHEDULE 1.47
Permitted Encumbrances

None.

[STOCK PURCHASE AGREEMENT]

SCHEDULE 7.1
Consents and Approvals

None.

[STOCK PURCHASE AGREEMENT]

PATENT
REEL: 064348 FRAME: 0512

SCHEDULE 7.2(B)
Third Party Consents

None.

[STOCK PURCHASE AGREEMENT]

SCHEDULE 8.1
Consents and Approvals

None.

[STOCK PURCHASE AGREEMENT]

Exhibit A
Waiver of Transfer Restrictions

[STOCK PURCHASE AGREEMENT]

TRANSFER RESTRICTION WAIVER

This Transfer Restriction Waiver (the “**Waiver**”), dated as of August 9, 2018 (the “**Effective Date**”), is made by Carl Scotius Ledbetter, Jr. (“**Ledbetter**”), the Evar D. Nering Family Trust (“**Nering Trust**” and together with Ledbetter, the “**Sellers**”), Evar Nering (“**Nering**”), and Euler Optimization, Inc. (the “**Company**” and together with Sellers and Nering, the “**Parties**”).

WHEREAS, Sellers own all of the issued and outstanding shares (the “**Shares**”) of Common Stock, par value \$0.001 per share, of the Company;

WHEREAS, SimpleRose Inc. (the “**Buyer**”) desires to purchase from Sellers and Sellers desire to sell to Buyer the Shares pursuant to a Stock Purchase Agreement (the “**Transaction**”);

WHEREAS, Section (C)(1) of the Founder’s Stock Purchase Agreement, dated January 28, 2008, by and between Ledbetter and the Company contains a share transfer prohibition applicable to Shares held by Ledbetter (the “**Ledbetter Transfer Restriction**”);

WHEREAS, Section (C)(1) of the Founder’s Stock Purchase Agreement, dated January 28, 2008, by and between Nering and the Company contains a share transfer prohibition applicable to Shares held by the Nering Trust as a successor in interest to Nering (the “**Nering Transfer Restriction**”);

WHEREAS, Ledbetter and the Company desire to waive the Ledbetter Transfer Restriction;

WHEREAS, Nering, the Nering Trust, and the Company desire to waive the Nering Transfer Restriction;

WHEREAS, Nering, the Nering Trust, Ledbetter, and the Company desire to waive any and all other transfer restrictions which may apply to the Shares with respect to the Transaction; and

WHEREAS, Buyer would not be consummating the Transaction but for the Parties entering into this Agreement and is relying upon the validity of this Agreement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Ledbetter Transfer Restriction Waiver. As of immediately prior to the consummation of the Transaction (the “**Closing**”), Ledbetter and the Company hereby waive the Ledbetter Transfer Restriction and agree that Ledbetter may transfer Shares held by Ledbetter pursuant to the Transaction without restriction.

2. Nering Transfer Restriction Waiver. As of immediately prior to the Closing, Nering, the Nering Trust, and the Company hereby waive the Nering Transfer Restriction and agree that the Nering Trust may transfer Shares held by the Nering Trust pursuant to the Transaction without restriction.

3. General Transfer Restriction Waiver. As of immediately prior to the Closing, Nering, the Nering Trust, Ledbetter, and the Company hereby waive any and all restrictions which would otherwise prohibit the transfer of the Shares in the Transaction.

4. Miscellaneous.

(a) This Waiver will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to laws pertaining to conflict of laws.

(b) The headings in this Waiver are for reference only and do not affect the interpretation of this Waiver.

[Signature Appears on the Following Page]

IN WITNESS WHEREOF, each of the undersigned Parties has executed this Waiver as of the Effective Date.

EULER OPTIMIZATION, INC.

By: _____

Name: Carl Scotius Ledbetter, Jr.

Title: Chief Executive Officer

CARL SCOTIUS LEDBETTER, JR.

By: _____

THE EVAR D. NERING FAMILY TRUST

By: _____

Name: Evar Dare Nering

Title: Trustee

EVAR DARE NERING

By: _____

[TRANSFER RESTRICTION WAIVER]

PATENT
REEL: 064348 FRAME: 0518

Exhibit B

Noah Ledbetter Confirmatory Assignment Agreement

[STOCK PURCHASE AGREEMENT]

PATENT
REEL: 064348 FRAME: 0519

CONFIRMATORY ASSIGNMENT AGREEMENT

This Confirmatory Assignment Agreement ("**Agreement**") is made effective as of August 9, 2018 ("**Effective Date**"), by and between Euler Optimization, Inc., a Delaware corporation ("**Company**"), and Noah Ledbetter, an individual having a principal place of business at _____ ("**Contractor**").

RECITALS

A. Contractor previously performed certain development work and other services pursuant to an unwritten understanding by and between the Company and the Contractor or otherwise (in all cases, the "**Contract**") for and on behalf of the Company for which Company paid Contractor cash consideration.

B. It was intended that the Company would own any and all Intellectual Property Rights in the Work Product developed by Contractor in connection with the Contract.

C. The assignment contained in this Agreement confirms Contractor's and the Company's intent by assigning, transferring and confirming the assignment and transfer to the Company of any and all right, title and interest in and to the Contractor IPR and is made to document the parties' prior understanding and perfect the Company's ownership rights in the Contractor IPR.

D. This Agreement is being entered into as a condition to the closing of a transaction whereby SimpleRose Inc. ("**SimpleRose**"), a Delaware corporation, will acquire all of the outstanding equity of the Company from Carl Scotius Ledbetter, Jr. and the Evar D. Nering Family Trust pursuant to a Stock Purchase Agreement (the "**Transaction**").

E. SimpleRose would not be consummating the Transaction but for the Company and the Contractor entering into this Agreement and is relying upon the validity of this Agreement in connection therewith.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which Contractor acknowledges, the parties agree as follows:

1. DEFINITIONS.

1.1 "Intellectual Property Rights" means all industrial, intellectual property or other similar rights, throughout the world, arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, re-examinations, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, industrial designs, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, mask works, copyright registrations, mask work registrations, and applications therefor in any country, and all other rights corresponding therein throughout the world; (iv) registered or common law trademarks, service marks, trade dress, trade names, logos, intent-to-use registrations or notices, and applications to register or use any of the foregoing anywhere in the world, together with the goodwill of the

businesses symbolized by same; (v) Internet or World Wide Web domain names or URLs with any governmental or quasi-governmental authority, including Internet domain name registrars; (vi) other proprietary rights in technology, including software, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda, records, business information, anywhere in the world; and (vii) any applications, registrations, provisional applications or other filings for, or to obtain, protect, perfect, or secure any of the foregoing, anywhere in the world.

1.2 “Contractor IPR” means all Intellectual Property Rights in the Work Product.

1.3 “Work Product” means (i) all work performed by Contractor pursuant to the Contract or otherwise relating to any proposed or anticipated products, services or offerings of Company and (ii) all inventions, conceptions, discoveries, works of authorship, developments, or work product authored, created, made, developed, conceived, invented, or obtained by Contractor through such work.

1.4 “Moral Rights” means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

2. ASSIGNMENT OF RIGHTS.

2.1 Assignment. Contractor hereby irrevocably and perpetually assigns and transfers to the Company any and all of Contractor’s right, title and interest throughout the world (i) in and to the Contractor IPR and (ii) in all rights to enforce such rights including the right to sue and recover any sums now or hereafter due or payable with respect to any of the Contractor IPR.

2.2 Waiver of Moral Rights. Contractor hereby waives and agrees never to assert any Moral Rights in or with respect to any and all of the Contractor IPR that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights.

2.3 Perfection of Assignment. Contractor shall execute such documents and take such steps as Company may reasonably require at the cost and expense of the Company to fulfill the provisions of and to give to the Company the full benefit of this Agreement.

3. WARRANTY. Contractor warrants to the Company that Contractor has not assigned any right, title and interest in and to any of the Contractor IPR to any third party.

4. NON-DISCLOSURE. Contractor acknowledges that, in connection with the services provided pursuant to the Contract, certain confidential, non-public and proprietary information concerning the Company (“***Confidential Information***”) was disclosed to Contractor. Contractor agrees not to disclose any Confidential Information, in whole or in part, to any other party without the Company’s prior consent (other than as may be required by law or regulatory

authority). The term “**Confidential Information**” does not include any information: (a) that became available to Contractor on a non-confidential basis prior to the time of disclosure to Contractor in connection with the services provided pursuant to the Contract; (b) obtained by Contractor from a third party which was not, to Contractor’s knowledge, subject to any prohibition against disclosure; (c) which was independently developed by Contractor without violating any confidentiality obligation; or (d) which was or becomes generally available to the public for a reason other than the violation of Contractor of this Agreement. If Contractor becomes required by legal process or regulatory authority to disclose any Confidential Information, prompt written notice thereof (to the extent legally permissible) shall be given to the Company, and Contractor may disclose only that information which its counsel advises it is compelled to disclose.

5. GENERAL PROVISIONS.

5.1 Non-waiver. The failure of any party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

5.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

5.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of Delaware without regard to conflict of laws principles.

5.4 Entire Agreement. Upon execution, this Agreement shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

5.5 Assignment. Contractor may not assign any rights or obligations hereunder without the prior express written consent of the Company. Company may assign this Agreement or any rights granted hereunder without Contractor’s consent. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

5.7 Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Confirmatory Assignment Agreement effective as of the Effective Date as evidenced by the duly authorized signatures below.

Contractor:

Euler Optimization, Inc.

By: _____
Name: Noah Ledbetter

By: _____
Name: Carl Scotius Ledbetter, Jr.
Title: Chief Executive Officer

[CONFIRMATORY ASSIGNMENT AGREEMENT]

PATENT
REEL: 064348 FRAME: 0523

Exhibit C

Evar Nering Confirmatory Assignment and Confidentiality Agreement

[STOCK PURCHASE AGREEMENT]

PATENT
REEL: 064348 FRAME: 0524

CONFIRMATORY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

This Confirmatory Assignment and Confidentiality Agreement (“**Agreement**”) is made effective as of August 9, 2018 (“**Effective Date**”), by and between Euler Optimization, Inc., a Delaware corporation (“**Company**”), and Carl Scotius Ledbetter, Jr., an individual (“**Founder**”).

RECITALS

A. Founder is employed by Company performing certain developmental work and other services for and on behalf of the Company and prior to the formation of the Company Founder previously performed certain development work and other services for and on behalf of the Company, for which founder is a stockholder.

B. It was intended that the Company would own any and all Intellectual Property Rights in the Work Product developed by Founder in connection with Founder’s employment with the Company and developed by Founder prior to formation of the Company.

C. The assignment contained in this Agreement confirms Founder’s and the Company’s intent by assigning, transferring and confirming the assignment and transfer to the Company of any and all right, title and interest in and to the Founder IPR and is made to document the parties’ prior understanding and perfect the Company’s ownership rights in the Founder IPR.

D. This Agreement is being entered into as a condition to the closing of a transaction whereby SimpleRose Inc. (“**SimpleRose**”), a Delaware corporation, will acquire all of the outstanding equity of the Company from Carl Scotius Ledbetter, Jr. and the Evar D. Nering Family Trust pursuant to a Stock Purchase Agreement (the “**Transaction**”).

E. SimpleRose would not be consummating the Transaction but for the Company and the Founder entering into this Agreement and is relying upon the validity of this Agreement in connection therewith.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which Founder acknowledges, the parties agree as follows:

1. DEFINITIONS.

1.1 “Business” means the business, as presently conducted by the Company, of developing algorithms and software and hardware solutions for purposes of providing prescriptive analytics.

1.2 “Intellectual Property Rights” means all industrial property, intellectual property or other similar rights, throughout the world, arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, re-examinations, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, industrial designs, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, mask works, copyright registrations,

mask work registrations, and applications therefor in any country, and all other rights corresponding therein throughout the world; (iv) registered or common law trademarks, service marks, trade dress, trade names, logos, intent-to-use registrations or notices, and applications to register or use any of the foregoing anywhere in the world, together with the goodwill of the businesses symbolized by same; (v) Internet or World Wide Web domain names or URLs with any governmental or quasi-governmental authority, including Internet domain name registrars; (vi) other proprietary rights in technology, including software, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda, records, business information, anywhere in the world; and (vii) any applications, registrations, provisional applications or other filings for, or to obtain, protect, perfect, or secure any of the foregoing, anywhere in the world.

1.3 “Founder IPR” means all Intellectual Property Rights in or relating to the Work Product.

1.4 “Work Product” means all work performed by Founder, whether prior to or following the consummation of the Transaction, relating to the Business and all inventions, conceptions, discoveries, works of authorship, developments, or work product authored, created, made, developed, conceived, invented, or obtained by Founder through such work.

1.5 “Moral Rights” means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

2. ASSIGNMENT OF RIGHTS.

2.1 Assignment. Founder hereby irrevocably and perpetually assigns and transfers to the Company any and all of Founder’s right, title and interest throughout the world (i) in and to the Founder IPR and (ii) in all rights to enforce such rights including the right to sue and recover any sums now or hereafter due or payable with respect to any of the Founder IPR.

2.2 Waiver of Moral Rights. Founder hereby waives and agrees never to assert any Moral Rights in or with respect to any and all of the Founder IPR that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights.

2.3 Perfection of Assignment. Founder shall execute such documents and take such steps as Company may reasonably require at the cost and expense of the Company to fulfill the provisions of and to give to the Company the full benefit of this Agreement.

3. CONFIDENTIALITY.

3.1 Nondisclosure. Founder understands and acknowledges that his or her employment by the Company created a relationship of confidence and trust with respect to the Company’s Confidential Information (defined below) and that the Company has a protectable

interest therein. At all times during Founder's employment and thereafter, Founder agrees to hold in strictest confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information (defined below) unless an officer of the Company expressly authorizes such in writing. Founder agrees to take all reasonable precautions to prevent the inadvertent or accidental disclosure of Confidential Information and Founder has been informed and acknowledge that the unauthorized taking of the Company's trade secrets may subject Founder to civil and/or criminal penalties.

3.2 Confidential Information. The term "***Confidential Information***" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "***Confidential Information***" includes (a) concepts, information, materials, programs, artwork, formulae, trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, or other work product; and (b) information regarding plans for research, development, new products, customers, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of other Founders of the Company; and (d) all Intellectual Property Rights therein and related thereto. Notwithstanding the foregoing, it is understood that, at all such times, Founder is free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and Founder's own, skill, knowledge, know-how and experience to whatever extent and in whichever way Founder wishes.

4. **WARRANTY.** Founder warrants to the Company that Founder has not assigned any right, title and interest in and to any of the Founder IPR to any third party.

5. **GENERAL PROVISIONS.**

5.1 Non-waiver. The failure of any party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

5.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

5.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of Delaware without regard to conflict of laws principles.

5.4 Entire Agreement. Upon execution, this Agreement shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

5.5 Assignment. Founder may not assign any rights or obligations hereunder without the prior express written consent of the Company. Company may assign this Agreement

or any rights granted hereunder without Founder's consent. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

5.7 Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date as evidenced by the duly authorized signatures below.

Founder

By: _____
Name: Evar Dare Nering
Date: _____

Euler Optimization, Inc.

By: _____
Name: Carl Scotius Ledbetter, Jr.
Title: Chief Executive Officer
Date: _____

[CONFIRMATORY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT]

Exhibit D

Carl Ledbetter Confirmatory Assignment and Confidentiality Agreement

[STOCK PURCHASE AGREEMENT]

PATENT
REEL: 064348 FRAME: 0530

CONFIRMATORY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

This Confirmatory Assignment and Confidentiality Agreement (“**Agreement**”) is made effective as of August 9, 2018 (“**Effective Date**”), by and between Euler Optimization, Inc., a Delaware corporation (“**Company**”), and Carl Scotius Ledbetter, Jr., an individual (“**Founder**”).

RECITALS

A. Founder is employed by Company performing certain developmental work and other services for and on behalf of the Company and prior to the formation of the Company Founder previously performed certain development work and other services for and on behalf of the Company, for which founder is a stockholder.

B. It was intended that the Company would own any and all Intellectual Property Rights in the Work Product developed by Founder in connection with Founder’s employment with the Company and developed by Founder prior to formation of the Company.

C. The assignment contained in this Agreement confirms Founder’s and the Company’s intent by assigning, transferring and confirming the assignment and transfer to the Company of any and all right, title and interest in and to the Founder IPR and is made to document the parties’ prior understanding and perfect the Company’s ownership rights in the Founder IPR.

D. This Agreement is being entered into as a condition to the closing of a transaction whereby SimpleRose Inc. (“**SimpleRose**”), a Delaware corporation, will acquire all of the outstanding equity of the Company from Carl Scotius Ledbetter, Jr. and the Evar D. Nering Family Trust pursuant to a Stock Purchase Agreement (the “**Transaction**”).

E. SimpleRose would not be consummating the Transaction but for the Company and the Founder entering into this Agreement and is relying upon the validity of this Agreement in connection therewith.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which Founder acknowledges, the parties agree as follows:

1. DEFINITIONS.

1.1 “Business” means the business, as presently conducted by the Company, of developing algorithms and software and hardware solutions for purposes of providing prescriptive analytics.

1.2 “Intellectual Property Rights” means all industrial property, intellectual property or other similar rights, throughout the world, arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, re-examinations, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, industrial designs, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, mask works, copyright registrations,

mask work registrations, and applications therefor in any country, and all other rights corresponding therein throughout the world; (iv) registered or common law trademarks, service marks, trade dress, trade names, logos, intent-to-use registrations or notices, and applications to register or use any of the foregoing anywhere in the world, together with the goodwill of the businesses symbolized by same; (v) Internet or World Wide Web domain names or URLs with any governmental or quasi-governmental authority, including Internet domain name registrars; (vi) other proprietary rights in technology, including software, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda, records, business information, anywhere in the world; and (vii) any applications, registrations, provisional applications or other filings for, or to obtain, protect, perfect, or secure any of the foregoing, anywhere in the world.

1.3 “Founder IPR” means all Intellectual Property Rights in or relating to the Work Product.

1.4 “Work Product” means all work performed by Founder, whether prior to or following the consummation of the Transaction, relating to the Business and all inventions, conceptions, discoveries, works of authorship, developments, or work product authored, created, made, developed, conceived, invented, or obtained by Founder through such work.

1.5 “Moral Rights” means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

2. ASSIGNMENT OF RIGHTS.

2.1 Assignment. Founder hereby irrevocably and perpetually assigns and transfers to the Company any and all of Founder’s right, title and interest throughout the world (i) in and to the Founder IPR and (ii) in all rights to enforce such rights including the right to sue and recover any sums now or hereafter due or payable with respect to any of the Founder IPR.

2.2 Waiver of Moral Rights. Founder hereby waives and agrees never to assert any Moral Rights in or with respect to any and all of the Founder IPR that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights.

2.3 Perfection of Assignment. Founder shall execute such documents and take such steps as Company may reasonably require at the cost and expense of the Company to fulfill the provisions of and to give to the Company the full benefit of this Agreement.

3. CONFIDENTIALITY.

3.1 Nondisclosure. Founder understands and acknowledges that his or her employment by the Company created a relationship of confidence and trust with respect to the Company’s Confidential Information (defined below) and that the Company has a protectable

interest therein. At all times during Founder's employment and thereafter, Founder agrees to hold in strictest confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information (defined below) unless an officer of the Company expressly authorizes such in writing. Founder agrees to take all reasonable precautions to prevent the inadvertent or accidental disclosure of Confidential Information and Founder has been informed and acknowledge that the unauthorized taking of the Company's trade secrets may subject Founder to civil and/or criminal penalties.

3.2 Confidential Information. The term "***Confidential Information***" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "***Confidential Information***" includes (a) concepts, information, materials, programs, artwork, formulae, trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, or other work product; and (b) information regarding plans for research, development, new products, customers, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of other Founders of the Company; and (d) all Intellectual Property Rights therein and related thereto. Notwithstanding the foregoing, it is understood that, at all such times, Founder is free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and Founder's own, skill, knowledge, know-how and experience to whatever extent and in whichever way Founder wishes.

4. **WARRANTY.** Founder warrants to the Company that Founder has not assigned any right, title and interest in and to any of the Founder IPR to any third party.

5. **GENERAL PROVISIONS.**

5.1 Non-waiver. The failure of any party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

5.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

5.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of Delaware without regard to conflict of laws principles.

5.4 Entire Agreement. Upon execution, this Agreement shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

5.5 Assignment. Founder may not assign any rights or obligations hereunder without the prior express written consent of the Company. Company may assign this Agreement

or any rights granted hereunder without Founder's consent. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

5.7 Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date as evidenced by the duly authorized signatures below.

Founder

By: _____
Name: Carl Scotius Ledbetter, Jr.
Date: _____

Euler Optimization, Inc.

By: _____
Name: Evar Dare Nering
Title: President
Date: _____

[CONFIRMATORY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT]