PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI79958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/15/2021
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
ZeroNorth, Inc.	11/15/2021
Project Protect Merger Sub 1	11/15/2021

RECEIVING PARTY DATA

Company Name:	ZeroNorth, Inc.
Street Address:	PO Box 120255
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02112

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	15430386
Application Number:	16440918
Application Number:	15181008
Application Number:	15658022
Application Number:	16253944
Application Number:	16253991
Application Number:	17376864
Application Number:	17391619

CORRESPONDENCE DATA

Fax Number: 4087257521

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

Phone: 4087257520
Email: docket@bachmann-law.com
Correspondent Name: Steve Bachmann
Address Line 1: 19925 Stevens Creek Blvd STE 100
Address Line 4: Cupertino, CALIFORNIA 95014

ATTORNEY DOCKET NUMBER:	HARN-401
NAME OF SUBMITTER:	Stephen Bachmann
SIGNATURE:	Stephen Bachmann
DATE SIGNED:	03/08/2024

Total Attachments: 235

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EXECUTION

AGREEMENT AND PLAN OF REORGANIZATION

BY AND AMONG

HARNESS INC.,

ZERONORTH, INC.,

PROJECT PROTECT MERGER SUB I, INC.,

PROJECT PROTECT MERGER SUB II, LLC AND

SHAREHOLDER REPRESENTATIVE SERVICES LLC, AS THE REPRESENTATIVE

NOVEMBER 15, 2021

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Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PROJECT PROTECT MERGER SUB I, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ZERONORTH, INC." UNDER THE NAME OF "ZERONORTH, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 2021, AT 4:46 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

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Authentication: 204692881
Date: 11-15-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

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EXHIBITS

Exhibit A	Form of Stockholder Written Consent
Exhibit B	Form of Joinder Agreement
Exhibit C	Form of Investor Questionnaire
Exhibit D	Form of Charter Amendment
Exhibit E	Spreadsheet
Exhibit F	Form of First Certificate of Merger
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SCHEDULES

Schedule 1.1(a)	Participating Holders
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Schedule 2.8	Company Stockholders Demanding Appraisal Rights
Schedule 4.7	Parent Financial Statements

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:46 PM 11/15/2021
FILED 04:46 PM 11/15/2021
SR 20213800532 - File Number 5779551

CERTIFICATE OF MERGER

MERGING

PROJECT PROTECT MERGER SUB I, INC.,
a Delaware corporation

WITH AND INTO

ZERONORTH, INC.,
a Delaware corporation

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, ZeroNorth, Inc., a Delaware corporation, does hereby certify as follows:

FIRST: The name and state of incorporation of the constituent corporations are: (a) ZeroNorth, Inc. (the "**Corporation**"), a corporation duly organized and existing under the laws of the State of Delaware, and (b) Project Protect Merger Sub I, Inc. ("**Merger Sub**"), a corporation duly organized and existing under the laws of the State of Delaware (collectively, the "**Constituent Corporations**").

SECOND: An Agreement and Plan of Reorganization, dated as of November 15, 2021, by and among the Constituent Corporations, Harness Inc., Project Protect Merger Sub II, LLC, and Shareholder Representative Services LLC, a Colorado limited liability company, as the securityholder representative (the "**Merger Agreement**"), has been approved, adopted, executed and acknowledged by each of the Constituent Corporations in accordance with Section 251 of the Delaware General Corporation Law and the requisite stockholders of the Constituent Corporations have given their written consent thereto in accordance with Section 228 of the Delaware General Corporation Law.

THIRD: In accordance with the Merger Agreement, upon the effectiveness of the filing of this Certificate of Merger, Merger Sub I will merge with and into the Corporation and the separate corporate existence of Merger Sub shall cease. The surviving corporation shall be ZeroNorth, Inc. and the name of the surviving corporation (the "**Surviving Corporation**") is "ZeroNorth, Inc."

FOURTH: The Certificate of Incorporation of the Surviving Corporation is amended and restated to read in its entirety as set forth in Exhibit A hereto.

FIFTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address: 116 New Montgomery Street #200, San Francisco, CA. 94105.

SIXTH: An executed copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either Constituent Corporation.

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement") is made and entered into as of November 15, 2021 (the "Agreement Date") by and among Harness Inc., a Delaware corporation ("Parent"), Project Protect Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub I"), Project Protect Merger Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub II" and, together with Merger Sub I, the "Merger Subs"), ZeroNorth, Inc., a Delaware corporation (the "Company"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as representative, agent, and attorney-in-fact of the Indemnifying Parties (the "Representative").

RECITALS

A. The parties intend that Merger Sub I shall merge with and into the Company (the "First Merger"), with the Company to be the surviving corporation of the First Merger (the "Surviving Corporation"), on the terms and subject to the conditions set forth in this Agreement and pursuant to the General Corporation Law of the State of Delaware (the "DGCL"), and, as part of the same overall transaction, the Company would then merge with and into Merger Sub II (the "Second Merger" and, together with the First Merger, the "Mergers"), on the terms and subject to the conditions set forth in this Agreement and pursuant to the DGCL and the Limited Liability Company Act of the State of Delaware (the "DLLCA").

B. The boards of directors of Parent, Merger Sub I and the Company and the managing member of Merger Sub II have determined that the Mergers are in the best interests of their respective companies, stockholders and members, and have unanimously approved and declared advisable the Mergers on the terms and subject to the conditions set forth in this Agreement pursuant to the applicable provisions of the DGCL and the DLLCA, and the board of directors of the Company has unanimously recommended the adoption of this Agreement by the stockholders of the Company.

C. Promptly following the execution and delivery of this Agreement, it is anticipated that the Requisite Stockholders will execute and deliver to the Company, and the Company shall thereafter deliver to Parent, a true, correct and complete copy of a stockholder written consent in the form attached hereto as Exhibit A (the "Written Consent").

D. Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, those Persons entitled to receive Merger Consideration in accordance with the terms of this Agreement and listed on Schedule 1.1(a) hereto (the "Participating Holders") are completing, executing and delivering to Parent (i) joinder agreements in substantially the form attached hereto as Exhibit B (the "Joinder Agreement"), and (ii) investor questionnaires substantially in the form attached hereto as Exhibit C (the "Investor Questionnaires").

E. Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, each of the Key Employees is executing and delivering to Parent (i) an employment agreement or offer letter

SEVENTH: The Certificate of Merger and the Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[*Signature Page Follows*]

(each such employment agreement or offer letter, whether delivered to a Key Employee or any other employee of the Company, an "Offer Letter") and (ii) a confidential information and invention assignment agreement (each such agreement, and whether delivered to a Key Employee or any other employee of the Company, a "CIIAA"), which Offer Letters and CIIAAs are conditioned upon the occurrence of the Closing.

F. Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, each Key Employee has entered into a non-competition and non-solicitation agreement with Parent (the "Non-Competition Agreement"), which Non-Competition Agreement shall become effective at, and is conditioned upon the occurrence of, the Effective Time.

G. Since the aggregate liquidation preference and other payments that holders of the Company Convertible Notes, Series A Preferred Stock, Series A+ Preferred Stock and Series Seed Preferred Stock are entitled to receive in connection with this Transaction is in excess of the aggregate value of the Merger Consideration payable hereunder, the Company has filed with the Secretary of State of the State of Delaware the Charter Amendment.

H. Parent and the Company intend, by executing this Agreement, that the Mergers (i) are integrated steps in a single transaction as described in Revenue Ruling 2001-46, 2001-2 C.B. 321, (ii) together will qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code and (iii) that this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3 ((i) through (iii) collectively, the "Intended Tax Treatment").

I. Parent, the Merger Subs and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Mergers as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below.

"Action" means any action, order, writ, injunction, suit, litigation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, arbitration, audit, examination or investigation commenced, brought, conducted or heard by or before any court or other Governmental Authority or any arbitrator or arbitration panel.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with,

such Person, and the term "control" (including the terms "controlled by" and "under common control with") 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 ownership of voting securities, by Contract or otherwise. References herein to Affiliates of Parent shall be deemed to include the Surviving Corporation following the Effective Time and the Surviving Entity following the Second Effective Time.

"Balance Sheet Date" means October 31, 2021.

"Base Cash Consideration" means an amount in cash equal to (without duplication) (i) $2,000,000 plus (ii) the Closing Cash Amount minus (iii) the Closing Indebtedness Amount minus (iv) the Unpaid Transaction Expenses minus (v) the Unpaid Pre-Closing Taxes (net of any accrued tax refunds or credits listed on Schedule 1.1(b)) minus (vi) the Unpaid Wage Obligations minus (vii) the amount by which the balance of the Senior Bank Debt is in excess of $2,000,000, plus (viii) the amount by which the balance of the Senior Bank Debt is less than $2,000,000 plus (ix) the amount of prepaid benefits listed on Schedule 1.1(c) minus (x) the Representative Expense Amount.

"Base Consideration" means the (i) Base Cash Consideration plus (ii) the Base Stock Consideration.

"Base Stock Consideration" means 400,000 shares of Parent Class B Common Stock.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in Boston, Massachusetts or San Francisco, California.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), together with all rules and regulations issued by any Governmental Authority with respect thereto and any similar or successor statute with respect thereto (including for the avoidance of doubt the Consolidated Appropriations Act of 2021, P.L. 116-260).

"Certificate of Incorporation" means the Company's Third Amended and Restated Certificate of Incorporation, as in effect on the Agreement Date.

"Change" means any change, event, circumstance, development, condition or effect.

"Charter Amendment" means the Certificate of Amendment of the Certificate of Incorporation of the Company substantially in the form attached hereto as Exhibit D.

"Claim" means a claim for indemnification, compensation or reimbursement for Damages under Article 7.

"Closing Cash Amount" means the amount of all unrestricted cash and cash equivalents of the Company as of immediately prior to the Closing (including any checks and drafts deposited for the account of the Company but net of any issued but uncleared wires, checks, drafts or money orders), in each case, determined in accordance with GAAP consistently applied.

IN WITNESS WHEREOF, ZeroNorth, Inc. has caused this Certificate of Merger to be executed in its corporate name as of the 15th day of November, 2021.

ZERONORTH, INC.

By: John Worrall

Name: John Worrall

Title: CEO

[Signature Page to First Certificate of Merger]

"Closing Consideration" means the (i) Base Consideration minus (ii) the Escrow Amount.

"Closing Employee Payment" means any payment, benefit or other obligation triggered solely by or that becomes due solely as a result of the consummation of either of the Mergers, whether due prior to, at or after the Closing, in each case payable under any management, employment, retention, bonus, change in control, paid-time off, severance, or other similar arrangement with any current or former director, officer, employee or individual independent contractor of the Company and the employer portion of any associated employment, payroll or similar Tax (including any separation payment, contractual or otherwise, or statutory severance payments or payments in lieu of notice, including but not limited to payments in lieu of notice required under the federal WARN Act and state equivalents, payable to any Non-Continuing Employee), including pursuant to the Management Incentive Plan; provided, however, that no Parent Employee Obligation shall be a Closing Employee Payment, which Parent Employee Obligations shall be borne solely by Parent.

"Closing Financial Certificate" means a certificate of the Company, certified as true, correct and complete by the chief executive officer and the chief financial officer of the Company acting in their capacities as such and dated as of the Closing Date, setting forth the Company's calculation of (i) the Closing Indebtedness Amount (including an itemized list thereof, the Person to whom such payment is to be made, whether it is to be paid at the Effective Time and, if it is not to be paid at the Effective Time, when it is due), (ii) the Unpaid Transaction Expenses (including an itemized list thereof, the Person to whom such payment is to be made, whether it is due as of the Closing and, if it is not due as of the Closing, when it is due), (iii) the Unpaid Pre-Closing Taxes (including an itemized list thereof, the Person to whom such payment is to be made, whether it is due as of the Closing and, if it is not due as of the Closing, when it is due), (iv) the Unpaid Wage Obligations (including an itemized list thereof, the Person to whom such payment is to be made, whether it is due as of the Closing and, if it is not due as of the Closing, when it is due) and (v) the Closing Cash Amount. The Closing Financial Certificate shall be used for purposes of calculating the Base Cash Consideration, it being acknowledged and agreed that its use therefor shall not affect, in any manner whatsoever, any Indemnified Party's right to indemnification, compensation or reimbursement pursuant to, and subject to the limitations set forth in, Section 7.2 if any of the information on the Closing Financial Certificate is not accurate or complete, including if any amounts set forth thereon or omitted therefrom resulted in the Base Cash Consideration being higher than it otherwise would have been absent such error.

"Closing Indebtedness Amount" means the total amount (if any) of the Company's Indebtedness as of immediately prior to the Closing, excluding (i) the Company Convertible Notes and (ii) the Senior Bank Debt.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

EXHIBIT A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

ZERONORTH, INC.

ARTICLE I

The name of the corporation is ZeroNorth, Inc. (the "**Corporation**").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as the same exists or as may hereafter be amended from time to time.

ARTICLE IV

This Corporation is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Corporation has authority to issue is 100 with a par value of $0.0001 per share.

ARTICLE V

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation (the "**Board**") is expressly authorized to make, alter, amend or repeal the bylaws of the Corporation (the "**Bylaws**").

ARTICLE VI

Elections of directors need not be by written ballot unless otherwise provided in the Bylaws.

ARTICLE VII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE VIII

To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a

"Company Balance Sheet" means the Company's unaudited consolidated balance sheet as of the Balance Sheet Date.

"Company Business" means the business of the Company as conducted as of the Agreement Date, including the design, development, manufacturing, distribution, sale, marketing, licensing, supply, and provision of any of the Company Offerings.

"Company Capital Stock" means the Company Common Stock and the Company Preferred Stock.

"Company Common Stock" means the Company's common stock, par value $0.0001 per share.

"Company Convertible Notes" means the convertible promissory notes issued by the Company on or about July 27, 2021, and the New Bridge Notes.

"Company Data" means all data, meta-data, or information collected or received by the Company from users or customers of the Company's products or Company Web Site (including User Data).

"Company Employee Agreement" means each management, employment, retention, change in control, severance, Tax gross-up, consulting, relocation, repatriation or expatriation agreement or other similar Contract between the Company and (a) any current employee, officer, individual independent contractor, director or other individual service provider of the Company or (b) any former employee, officer or director of the Company pursuant to which the Company has executory obligations.

"Company Employee Plan" means each (i) employee benefit plan within the meaning of Section 3(3) of ERISA whether or not subject to ERISA; (ii) stock option plan, stock purchase plan, other equity-based plan, bonus or incentive award plan, severance pay plan, program or arrangement, deferred compensation arrangement or agreement, executive compensation plan or program, agreement or arrangement, retention plan, change in control plan, program or arrangement, supplemental income arrangement, vacation or paid-time off plan, death, hospitalization, health and welfare and fringe benefit plan, retirement, postretirement or retiree welfare arrangement, educational or employee assistance plan, employee loan and all other employee benefit plans, agreements, and arrangements, not described in (i) above; and (iii) plan or arrangement providing compensation to employee and non-employee directors, in the case of each of clauses (i) - (iii) above, which is sponsored, maintained, contributed to or required to be contributed to by the Company or any ERISA Affiliate for the benefit of any current or former employee, officer, director, individual independent contractor or other individual service provider of the Company (or their spouses, dependents, or beneficiaries) or with respect to which the Company has or could reasonably be expected to have any liability.

"Company Financial Statements" means (i) the Company's audited balance sheets dated as of December 31, 2018, December 31, 2019 and January 31, 2021, (ii) the Company's audited statements of profit and loss and cash flows for the years ended December 31, 2018, December 31, 2019 and January 31, 2021, (iii) the Company's unaudited consolidated statements

of profit and loss and cash flows for the eight (8) months ended September 30, 2021 and (iv) the Company Balance Sheet.

"Company Intellectual Property Right" means any Intellectual Property Right that is owned, used, held for use, or practiced by, or exclusively licensed to, the Company, including any Intellectual Property Right incorporated into or otherwise used, held for use or practiced in connection with (or planned by the Company to be incorporated into or otherwise used, held for use or practiced in connection with) any Company Offering.

"Company Material Contract" means any Contract required to be listed on the Company Disclosure Letter pursuant to Section 3.12 or Section 3.14(f) (whether or not so listed).

"Company Offering" means (i) any Company Software, product (including any application programming interface (API) and any software development kit (SDK)) or service (including hosted software or cloud services) offered, licensed, provided, sold, distributed, manufactured, or made available by or for the Company, and any Company Software, product or service under design or development (or already designed or developed) by or for the Company, including any version or release of the foregoing, together with any related documentation, materials, or information, (ii) each Company Web Site, including any platform, or other Software used for each Company Web Site, and (iii) the Company Data.

"Company Option Agreement" means, with respect to any Company Option, the applicable option agreement and/or other applicable Contract or plan setting forth the terms of vesting and other terms and conditions applicable to such Company Option.

"Company Optionholder" means any holder of Company Options.

"Company Options" means options to purchase shares of Company Common Stock.

"Company Preferred Stock" means the Series Seed Preferred Stock, Series A Preferred Stock and Series A+ Preferred Stock.

"Company Restricted Stock" means any issued and outstanding shares of Company Common Stock that, at the time of measurement, are not vested or are subject to a repurchase option, risk of forfeiture or other similar risk or condition under any applicable Company Restricted Stock Agreement.

"Company Restricted Stock Agreement" means, with respect to any share of Company Restricted Stock, the applicable stock restriction agreement and/or other applicable Contract or plan setting forth the terms of vesting or any repurchase option, risk of forfeiture or other similar risk or condition applicable to such share of Company Restricted Stock.

"Company Securityholders" means, collectively, the Company Stockholders, the Company Optionholders, the holders of Company Warrants and the holders of Company Convertible Notes.

"Company Software" means all Software owned by or developed by or for the Company.

director. If the General Corporation Law or any other law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnified Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article VIII, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VIII or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article VIII is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation

"Company Stock Plan" means the Company's amended and restated 2015 Stock Incentive Plan, as amended from time to time.

"Company Stockholder" means any holder of shares of Company Capital Stock.

"Company Technology" means any and all Technology owned, used, held for use or practiced by the Company, including any Technology incorporated into or otherwise used, held for use or practiced in connection with (or planned by the Company to be incorporated into or otherwise used, held for use or practiced in connection with) any Company Offering.

"Company Warrant" means a warrant to purchase shares of Company Capital Stock.

"Company Web Site" means any web site owned, maintained or operated at any time by or on behalf of the Company, including the web site at www.zeronorth.io.

"Confidentiality Agreement" means that certain Mutual Confidentiality and Nondisclosure Agreement, between Parent and the Company, dated as of June 30, 2021.

"Contaminant" means any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "corruptant," "worm," "malware," "spyware," "ransomware," or "trackware" (as such terms are commonly understood in the software industry) or any other code designed, intended to, or that does have any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, any computer, tablet computer, handheld device or other device, or (ii) damaging or destroying any data or file without a user's consent.

"Continuing Employee" means each employee of the Company who is employed by Parent or any of Parent's Affiliates immediately following the Effective Time.

"Contract" means any written or oral legally binding contract, agreement, instrument, arrangement, commitment, understanding or undertaking (including leases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts, purchase orders and sale orders).

"Copyleft License" means any license of Software that provides, as a condition to the use, modification, or distribution of such licensed Software, that such licensed Software or any other Software that is incorporated into, derived from, based on, linked to, or used or distributed or made available with such licensed Software, be licensed, distributed, or otherwise made available (i) in a form other than binary or object code (e.g., in source code form), (ii) under terms that permit redistribution, reverse engineering or creation of derivative works or other modification or (iii) without a license fee. "Copyleft License" includes the GNU General Public License, the GNU Library General Public License, the GNU Lesser General Public License, the Affero General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, and any Creative Commons "sharealike" license.

"Copyright" means any copyright, mask work right, exclusive exploitation right, or similar or equivalent right with respect to Works of Authorship and Mask Works and any

or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article VIII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VIII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VIII.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators. Any amendment, repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

registration of the foregoing or application for the foregoing (including any moral or economic right, however denominated).

"COVID-19" means SARS-CoV-2 or COVID-19 (novel coronavirus), and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other Law, Order or guidance by any Governmental Authority in connection with or in response to COVID-19, including, but not limited to, the CARES Act.

"Disregarded Shares" means (i) the shares of Company Capital Stock that are to be cancelled pursuant to Section 2.3(b), if any, and (ii) the Dissenting Shares, if any.

"Dissenters Deadline Date" means the first date at or after the Effective Time on which no holder of Company Capital Stock as of immediately prior to the Effective Time has an opportunity to perfect appraisal rights in accordance with the DGCL in connection with the First Merger in respect of any shares of Company Capital Stock.

"Dissenting Share" means any share of Company Capital Stock that is issued and outstanding immediately prior to the Effective Time and in respect of which appraisal rights have been perfected prior to the Dissenters Deadline Date in accordance with Section 262 of the DGCL in connection with the First Merger.

"Encumbrance" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, collateral assignment, garnishment order, exclusive license, option to obtain an exclusive license, or similar encumbrance of any kind in respect of such asset.

"Environmental Law" means any Law relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any Law or regulation relating to any emission, discharge, release or threatened release of Materials of Environmental Concern or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern.

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

"ERISA Affiliate" means any entity, trade or business that is, or at any applicable time was, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the Company.

"Escrow Agent" means Acquiom Clearinghouse LLC.

"Escrow Amount" means $1,000,000.

"Excess Indemnifying Parties" means (i) the Participating Holders, but excluding Participating Holders to the extent and solely as it relates to their holdings of New Bridge Notes, and (ii) the Officer Plan Participants.

"Excess Pro Rata Share" means, as to each Excess Indemnifying Party, the percentage set forth opposite such Excess Indemnifying Party's named on the Spreadsheet under the caption titled "Excess Pro Rata Share". The aggregate Excess Pro Rata Shares of all Excess Indemnifying Parties shall be equal to 100%. For the avoidance of doubt, the shares of Parent Class B Common Stock issued in exchange for the New Bridge Notes will not be included in the calculation of an Excess Indemnifying Party's Excess Pro Rata Share.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expiration Date" means the date that is fifteen (15) months after the Closing Date.

"Foreign Government Official" means any officer or employee of a Governmental Authority or an Affiliate thereof (including any sovereign wealth fund) or of a public international organization, or any Person acting in an official capacity for or on behalf of any such Governmental Authority or an Affiliate thereof, or for or on behalf of any such public international organization, or any political party, party official, or candidate thereof.

"Fraud" shall mean fraud committed in the making of the representations and warranties set forth in this Agreement with an intent to deceive, with malice or similar intent, including Intentional Misrepresentation, but excluding any fraud committed without such intent (such as with only negligence or recklessness).

"Fundamental Representations" means the representations and warranties of the Company set forth in the first two sentences of Section 3.1, Sections 3.3(a), (c), (d) and (e), Sections 3.4(a), (d) and (e) and the second and the last sentences of Section 3.4(b), Section 3.7 and the first sentence of Section 3.26.

"GAAP" means United States generally accepted accounting principles.

"General Representation Cap" means the lower of (i) the then available balance of the Escrow Fund and (ii) $1,000,000.

"General Representation Claim" means any Claim under Section 7.2(a) with respect to any of the General Representations, other than any such Claim involving Fraud.

"General Representations" means the representations and warranties of the Company set forth in Article 3, other than Fundamental Representations and Specified Representations.

"Governmental Authority" means any (i) multinational or supranational body exercising legislative, judicial, taxing or regulatory powers, (ii) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (iii) federal, state, local, municipal, foreign or other government or (iv) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, bureau, commission, instrumentality, official, organization, unit, body, subdivision, court, arbitrator or

Any repeal or modification of the foregoing provisions of this Article VIII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE IX

Except as provided in Article VIII above, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

other tribunal and any authority with responsibility for overseeing and/or enforcing Privacy Laws).

"Immediate Family" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in- law, brother-in-law or sister-in-law and shall include adoptive relationships.

"Indebtedness" means without duplication, (i) all obligations (including the principal amount thereof or, if applicable, the accreted amount thereof and the amount of accrued and unpaid interest thereon) of the Company, whether or not represented by bonds, debentures, notes or other securities (whether or not convertible into any other security), for the repayment of money borrowed, whether owing to banks, financial institutions, or other lenders, (ii) any employment, payroll, withholding or similar Taxes with respect to any Pre-Closing Tax Period deferred to a taxable period (or portion thereof) ending after the Closing Date under Section 2302 of the CARES Act, Payroll Tax Executive Order or any similar election, relief, order or law under non-U.S., state, local law to the extent not included in Unpaid Pre-Closing Taxes, and (iii) all premiums, penalties, fees, expenses, breakage costs and change of control payments required to be paid in respect of any of the foregoing on payment or prepayment, in each case as a result of the consummation of the Mergers or any of the other transactions contemplated hereby.

"Indemnifying Parties" means (i) the Participating Holders, but excluding Participating Holders to the extent and solely as it relates to their holdings of New Bridge Notes, (ii) the Officer Plan Participants and (iii) the Non-Officer Plan Participants.

"Intellectual Property License" means any license, sublicense, right, covenant, non-assertion or similar covenant, permission, immunity, consent, release or waiver under or with respect to any Intellectual Property Rights or Technology.

"Intellectual Property Right" means any right in Technology and/or industrial property (anywhere in the world, whether statutory, common law or otherwise) including any (i) Patent, (ii) Copyright, (iii) other right with respect to Software, including any registration of such right or any application to register such right, (iv) industrial design right or registration of such right and any application to register such right, (v) right with respect to any Mark, and any registration for any Mark and any application to register any Mark, along with all goodwill associated with each of the foregoing, (vi) right with respect to any Domain Name, including any registration for any Domain Name, along with all goodwill associated with each of the foregoing, (vii) right with respect to any Proprietary Information, (viii) right with respect to any Database, (ix) right of publicity and personality, including any right with respect to use of a Person's name, signature, likeness, image, photograph, voice, identity, personality, and biographical and personal information and materials, (x) moral right, (xi) renewal, reissue, reversion, reexamination, or extension of any of the foregoing, and (xii) any right equivalent or similar to any of the foregoing.

"Intentional Misrepresentation" means that, as of the Agreement Date, (i) a material representation made by the Company in Article 3 of this Agreement was inaccurate in any material respect and (ii) an individual listed as an Entity Representative for purposes of the

definition of Knowledge hereunder had actual knowledge of such inaccuracy and that such inaccuracy constituted a breach of such representation.

"IRS" means the United States Internal Revenue Service.

"IT System" means any information technology and computer system (including Software, information technology and telecommunication hardware, network and other equipment) for the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information and any support, disaster recovery and online service used in the conduct of the Company Business.

"Key Employees" means the individuals listed on Schedule 1.1(d).

"Knowledge" means the actual knowledge as of the Agreement Date of a particular fact, circumstance, event or other matter in question of John Worrall, Karen Higgins, Dave Howell, Dan Beauregard, or, solely as to matters relating to any representations in Section 3.14 regarding Intellectual Property Rights or Technology, Bruce McPherson (collectively, the "Entity Representatives").

"Law" means any foreign, federal, state, local or municipal law, statute, ordinance, directive, edict, regulation, or rule of any Governmental Authority (and any regulations promulgated thereunder), and any other legislative measure having the force of law, treaty or convention between states, or between states and supranational bodies, rule of common law, applicable to any of the assets, properties, operations and business of the applicable Person.

"Loss Tax Benefit" means the Tax savings or benefits realized in the year of the applicable Loss or the following two (2) taxable years by Parent that is attributable to any deduction, loss, credit, refund or other reduction in Tax resulting from or arising out of such Loss, in each case computed at the highest marginal Tax rates applicable to Parent, and determined on a "with" or "without" basis.

"Management Incentive Plan" means the Amended and Restated Key Employee Retention Plan of the Company.

"Mark" means any trademark, service mark, logo and design mark, trade dress, trade name and brand name, together with all goodwill associated with any of the foregoing.

"Material Adverse Effect" when used in connection with an entity means any Change that is, or would reasonably be expected to be, individually or in the aggregate, materially adverse to the financial condition, business, operations or results of operations of such entity and its Subsidiaries, taken as a whole; provided, however, that in no event shall any of the following be deemed, either alone or in combination, to constitute, nor shall any of the following be taken into account in determining whether a Material Adverse Effect has occurred or may, would or could occur, with respect to such entity (except to the extent, in the case of clauses (i), (ii), or (iv) below, other than as it relates to Changes resulting from the COVID-19 pandemic, they have a materially disproportionate effect on such entity and its Subsidiaries, taken as a whole, as compared to other similarly situated companies that conduct business in the countries and

regions in the world and in the industries and markets in which such entity and its Subsidiaries operate, in which case, such Changes shall be taken into account only to the extent they are materially disproportionate when determining whether a "Material Adverse Effect" has occurred or may, would or could occur): (i) Changes in general economic or political conditions or the financing or capital markets in general in the United States of America or any other country or region in the world, or Changes in currency exchange rates), (ii) any Change in such entity's industry generally in the United States of America or any other country or region in the world, (iii) any earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires, epidemics, pandemics or calamities (including the COVID-19 pandemic, and any actions or omissions that may be taken to comply with COVID-19 Measures or in response to the COVID-19 pandemic) or other natural disasters, weather conditions and other force majeure events in the United States or any other country or region in the world, sabotage, terrorism, military action or war (whether or not declared), (iv) any Changes in Law or GAAP, or the interpretation or method of enforcement thereof, (v) any failure by such entity to meet internal projections or forecasts or revenue or earnings predictions for any period (it being understood that the Change giving rise to such failure may be taken into account in determining whether there has been a Material Adverse Effect unless otherwise excluded pursuant to this definition), (vi) any Change arising out of or resulting from actions contemplated by the parties hereto in connection with this Agreement or the pendency or announcement of the transactions contemplated hereby, including actions of customers, licensors, partners or suppliers or losses of employees, (vii) any action taken pursuant to or in accordance with this Agreement or at the request of or with the consent of Parent or any of its Affiliates, or the failure to take any action prohibited by this Agreement or that Parent or any of its Affiliates fails to consent to promptly following a request by the Company for such consent, and (viii) any fees or expenses incurred in connection with the transactions contemplated by this Agreement.

"Materials of Environmental Concern" means any chemical, pollutant, contaminant, waste, toxic substance, petroleum or petroleum product or any other substance that is currently regulated by an Environmental Law or that is otherwise a danger to health, reproduction or the environment.

"Merger Consideration" means the consideration payable to Company Securityholders in respect of shares of Company Capital Stock, Company Warrants, Company Convertible Notes and Company Options pursuant to Section 2.3 and Section 2.4.

"Merger Sub Ancillary Agreements" means, as to Merger Sub I or Merger Sub II, as the case may be, each agreement or document (other than this Agreement) that such Merger Sub is to enter into as a party thereto pursuant to this Agreement.

"Merger Sub I Common Stock" means the common stock, par value $0.0001 per share, of Merger Sub I.

"Multiemployer Plan" means an employee pension or welfare benefit plan to which more than one unaffiliated employer contributes and which is maintained pursuant to one or more collective bargaining agreements.

"New Bridge Notes" means the Company Convertible Notes issued on the date hereof.

"Non-Continuing Employee" means any employee of the Company as of the Agreement Date, or who becomes an employee of the Company following the Agreement Date and prior to the Closing Date, who is not a Continuing Employee.

"Non-Negotiated Vendor Contract" means a Contract that meets all of the following conditions: (i) such Contract grants to the Company a non-exclusive license to download or use generally commercially available, non-customized Software or a non-exclusive right to access and use the functionality of such Software on a hosted or "software-as-a-service" basis (and does not include any other material Intellectual Property Licenses), (ii) such Contract does not impose any continuing obligation on or grant of any right by the Company that survives termination or expiration of such Contract, (iii) the Software licensed under such Contract is not included, incorporated or embedded in, linked to, combined, distributed or made available with any Company Software or Company Offering, (iv) such Contract does not require the Company to pay any license fee, subscription fee, service fee or other amount except for a one-time license fee of no more than $25,000 or ongoing subscription or service fees of no more than $25,000 per year, and (v) such Contract is not a license for Open Source Software.

"Non-Officer Plan Participants" means the participants in the Management Incentive Plan set forth on Schedule 1.1(e) hereto.

"Officer Plan Participants" means the officers participating in the Management Incentive Plan as set forth on Schedule 1.1(f) hereto.

"Open Source Software" means any Software that is made available under any open source license (including any Copyleft License), including any license (a) meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, or (b) that requires that such Software or other Software linked with, called by, combined or distributed with such Software be (1) disclosed, distributed, made available, offered, licensed or delivered in source code form, (2) licensed for the purpose of making derivative works, (3) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (4) redistributable at no charge.

"Ordinary Course of Business" means a course of business that is in the ordinary course of the business of the Company and consistent, in all material respects, with its past practices, including with respect to frequency and amounts, taking into account any acts or omissions that have been or may be taken to comply with COVID-19 Measures or in good faith response to the COVID-19 pandemic, or otherwise to the extent necessary to avoid, mitigate or remediate a material adverse effect on the Company or its business as may result from the COVID-19 pandemic, and subject to any reasonable changes required to address any then current facts and circumstances (including requirements to comply with applicable law and guidelines and to reasonably preserve the health and safety of current employees and other service providers of the Company).

"Parent Ancillary Agreements" means each agreement or document (other than this Agreement) that Parent is to enter into as a party thereto pursuant to this Agreement.

"Parent Common Stock" means the shares of Parent Class A Common Stock and shares of Parent Class B Common Stock, $0.00001 par value per share, of Parent.

"Parent Class A Common Stock" means the shares of Class A Common Stock, $0.00001 par value per share, of Parent.

"Parent Class B Common Stock" means the shares of Class B Common Stock, $0.00001 par value per share, of Parent.

"Parent Employee Obligation" means (i) any payment, benefit or other obligation to be made by Parent to any employee pursuant to the terms of an Offer Letter entered into by and between Parent and such employee, (ii) any payment, benefit or other obligation triggered by the termination of an employee by Parent after the Closing or directed by Parent before the Closing and (iii) the employer portion of any employment, payroll or similar Tax associated with the amounts described in (i) and (ii) above.

"Parent Financial Statements" means (i) the consolidated balance sheets of Parent and its Subsidiaries as of January 31, 2021, January 31, 2020 and January 31, 2019, which shall be audited for the fiscal year ended as of January 31, 2021 only and the related consolidated statements of operations, stockholders' equity and cash flows for the years ended January 31, 2021, January 31, 2020 and January 31, 2019, which shall be audited for the fiscal year ended as of January 31, 2021 only, and (ii) the unaudited consolidated balance sheet of Parent and its Subsidiaries as of July 31, 2021 and the related unaudited consolidated statements of operations, stockholders' equity and cash flows for the six months ended July 31, 2021.

"Parent Financing Agreements" means that certain Amended and Restated First Refusal and Co-Sale Agreement, dated January 6, 2021 by and among the Parent and the holders of Parent Common Stock and Parent Preferred Stock party thereto; that certain Amended and Restated Voting Agreement, dated January 6, 2021, by and among the Parent and the holders of Parent Common Stock and Parent Preferred Stock party thereto; and Amended and Restated Investors' Rights Agreement, dated January 6, 2021, by and among the Parent and the holders of Parent Preferred Stock party thereto.

"Parent Fundamental Representations" means the representations and warranties of Parent set forth in Section 4.1(a), Section 4.2(a) and (c), Section 4.4(a), Section 4.5, Section 4.12 and Section 4.13.

"Parent Shares" means shares of Parent Class B Common Stock issuable pursuant to the terms of this Agreement.

"Parent Stock Plan" means Parent's 2015 Stock Option and Grant Plan.

"Patent" means any patent or patent application, utility model or application for any utility model, inventor's certificate or application for any inventor's certificate, or invention disclosure statement.

"Payroll Tax Executive Order" means the United States Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, as issued on August 8, 2020 and including any administrative or other guidance published with respect thereto by any Governmental Authority (including IRS Notice 2020-65 and Notice 2021-11).

"Permitted Encumbrance" means (i) any statutory lien for Taxes (a) not yet due or delinquent or (b) the validity or amount of which is being contested in good faith by appropriate proceedings; provided, that in the case of clause (b), reserves have been established therefor to the extent required by GAAP on a basis consistent with prior periods and are reflected on the Company Financial Statements; (ii) any mechanics', carriers', workers', materialmen's, warehousemen's, landlord's repairers' or other similar lien; (iii) any pledge, deposit or other lien securing the performance of bids, trade contracts, leases or statutory obligations (including workers' compensation, unemployment insurance, retirement or other social security legislation); (iv) with respect to any real property leased by the Company (a) any Encumbrance on leases, subleases, easements, licenses, rights of use, rights to access and rights of way arising therefrom or benefiting or created by any superior estate, right or interest, (b) any Encumbrance that would be set forth in any title policies, endorsements, title commitments, title certificates and/or title reports and any zoning, entitlement, conservation restriction and other land use and environmental regulations by Governmental Authorities, and (c) any minor encroachment; (v) any licence or covenant; (vi) any lien on goods in transit incurred pursuant to documentary letters of credit, in each case arising in the Ordinary Course of Business; (vii) relating to capitalized lease financings or purchase money financings that have been entered into in the Ordinary Course of Business; (viii) any Encumbrance created by the terms of any non-exclusive lease or license agreement in the Company's intellectual property to any of the Company's customers or service providers in the Ordinary Course of Business; (ix) any Encumbrance arising under applicable securities laws; (x) any Encumbrance arising solely by action of Parent or its Affiliates; and (xi) other imperfections of title, licenses, or encumbrances, if any, that individually or in the aggregate do not impair, in any material respect, the continued use and operation of the property to which they relate in the Company Business.

"Person" means any individual, corporation, company, limited liability company, partnership, limited partnership, limited liability partnership, trust, estate, proprietorship, joint venture, association, organization, or other entity of any kind or nature or any Governmental Authority.

"Personal Information" means, in addition to all information defined or described by the Company as "personal data", "personal information," "personally identifiable information," "PII," or any similar term in the Company's privacy policies or other public-facing statement, any information that is subject to any Privacy Law and reasonably capable of being associated with an individual consumer, including: (i) information that identifies, could be used to identify (alone or in combination with other information) or is otherwise identifiable with an individual or a device, including name, physical address, telephone number, email address, financial account number, government-issued identifier (including Social Security number and driver's license number), medical, health or insurance information, gender, date of birth, educational or employment information, any religious or political view or affiliation, marital or other status, photograph, face geometry, or biometric information, and any other data used to identify, contact

or precisely locate an individual, (ii) any data regarding any activity of an individual online or on a mobile device or other application (e.g., any search conducted, web page or content visited or viewed), if such information is associated with an identifiable individual, and (iii) any Internet Protocol address or other persistent identifier if such Internet Protocol address or other persistent identifier is associated with an identifiable individual. Personal Information may relate to any individual, including any user of any Internet or device application who views or interacts with any Company Offering, or a current, prospective or former customer, employee or vendor of any Person. Personal Information includes the foregoing information in any form, including paper, electronic and other forms.

"Pre-Closing Tax" means (i) any Tax imposed on the Company for any Pre-Closing Tax Period, (ii) any Tax of any Company Securityholder for which any of the Company or any Indemnifiable Party is liable as of the Closing Date, whether by reason fo any requirement to withhold or otherwise, (iii) any Tax for which the Company is held liable under Treasury Regulations Section 1.1502-6 (or any corresponding or similar provision of state, local or foreign Tax Law) by reason of the Company being included in any consolidated, affiliated, combined or unitary group in any Pre-Closing Tax Period, (iv) any Tax of another Person for which the Company is held liable as a result of being a successor or transferee of such Person on or prior to the Closing Date or as a result of any Contract (other than any Contract entered into in the Ordinary Course of Business and the primary subject matter of which is not Taxes) or otherwise, (v) the employer portion of any payroll or employment Taxes with respect to any payments contemplated by this Agreement (other than with respect to any Parent Employee Obligation), (vi) any Transfer Taxes, and (vii) any employment, payroll, withholding or similar Taxes with respect to any Pre-Closing Tax Period deferred to a taxable period (or portion thereof) ending after the Closing Date under Section 2302 of the CARES Act, Payroll Tax Executive Order or any similar election, relief, order or law under non-U.S., state, local law; provided, that Pre-Closing Tax shall not include (x) any Tax that arises due to actions taken by or at the direction of Parent on the Closing Date after the Closing that are outside of the Ordinary Course of Business or (y) the employer portion of any employment, payroll or similar Tax based on or attributable to any Parent Employee Obligation. For purposes of the foregoing, in the case of a Straddle Period, the amount of any Tax based on or measured by income or receipts or imposed in connection with any transaction that is allocable to the portion of a Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date (and for such purpose, the Tax period of any partnership, controlled foreign corporation or other pass-through entity in which the Company holds a beneficial interest shall be deemed to terminate at such time), and the amount of any other Tax of the Company that is allocable to the portion of a Straddle Period ending on the Closing Date shall be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the portion of the Straddle Period ending on and including the Closing Date, and the denominator of which is the total number of days in the entire Straddle Period.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

"Privacy Law" means any Law that governs the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disposal, destruction, disclosure or transfer of Personal Information or User Data and any such Law governing breach notification, any penalties and compliance with any order, including the Children's Online Privacy Protection Act, the Telephone Consumer Protection Act, the California Online Privacy Protection Act, the Video Privacy Protection Act, the Communications Decency Act, the Payment Card Industry Data Security Standard, the CAN-SPAM Act and Canada's Anti-Spam Legislation, the UK Data Protection Act 1998, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and any Law or regulation implementing either or both of EU Directive 95/46/EC and EU Directive 2002/58/EC (each as amended from time to time).

"Pro Rata Share" means, as to each Indemnifying Party, the percentage of the Escrow Fund attributable to such Indemnifying Party as set forth opposite such Indemnifying Party's named on the Spreadsheet under the caption titled "Pro Rata Share". The aggregate Pro Rata Shares of all Indemnifying Parties shall be equal to 100%. For the avoidance of doubt, the shares of Parent Class B Common Stock issued in exchange for the New Bridge Notes will not be included in the calculation of an Indemnifying Party's Pro Rata Share.

"Proprietary Information" means any information or material not generally known to the public, including any trade secret, know-how or other confidential and proprietary information.

"Reference Price" means $3.99.

"Registered Company Intellectual Property Right" means (i) any issued Patent, pending Patent application, Mark registration, application for Mark registration, Copyright registration, application for Copyright registration and Domain Name registration owned, filed or applied for by or on behalf of the Company, and (ii) any other application, registration, recording and filing filed by or on behalf or in the name of the Company with respect to any Company Intellectual Property Right owned by the Company.

"Representative Expense Amount" means $25,000.

"Requisite Stockholders" means the holders of (i) a majority of the issued and outstanding shares of Company Capital Stock (voting together as a single class on an as-converted basis); and (ii) a majority of the issued and outstanding shares of Company Preferred Stock (voting together as a single class).

"Securities Act" means the Securities Act of 1933, as amended.

"Senior Bank Debt" means that Indebtedness owed to Avidbank pursuant to that certain Loan and Security Agreement between the Company and AvidBank dated as of September 25, 2019.

"Series A Preferred Stock" means the Series A Preferred Stock of the Company, par value $0.0001 per share.

"Series A+ Preferred Stock" means the Series A+ Preferred Stock of the Company, par value $0.0001 per share.

"Series Seed Preferred Stock" means the Series Seed Preferred Stock of the Company, par value $0.0001 per share.

"Software" means any (i) computer program, including any API or SDK, software implementation of any algorithm, model or methodology, whether in source code, object or executable code, or other form, (ii) Database, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, subroutines, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (iv) documentation, including user manuals and other training documentation, related to any of the foregoing.

"Specified Representation Cap" means an amount equal to 50% of the Merger Consideration actually received (and, for the avoidance of doubt, neither the shares of Parent Class B Common Stock issued in exchange for the New Bridge Notes nor the amounts in the Escrow Fund shall be treated as "actually received" by the Excess Indemnifying Parties), and net of taxes paid, by the Excess Indemnifying Parties in connection therewith.

"Specified Representation Claim" means any Claim under Section 7.2(a) with respect to any of the Specified Representations, other than any such Claim involving Fraud.

"Specified Representations" means the representations and warranties of the Company set forth in Section 3.14.

"Spreadsheet" means a spreadsheet in the form attached hereto as Exhibit E, certified as true, correct and complete by the chief executive officer and chief financial officer of the Company (in their capacities as such) and dated as of the Closing Date, which spreadsheet shall set forth: (i) the names of those Company Stockholders, holders of a Company Convertible Note, Officer Plan Participants and Non-Officer Plan Participants that are entitled to receive a portion of the Merger Consideration hereunder, and their respective taxpayer identification number, wire instructions, last known addresses and email addresses (in each case solely to the extent such Person is entitled to receive Merger Consideration with respect thereto), (ii) the number and kind of shares of Company Capital Stock held by such Persons, (iii) the aggregate principal amount and accrued interest of each Company Convertible Note as of the date of this Agreement, (iv) the calculation of the Closing Consideration, Base Cash Consideration, Base Consideration and Base Stock Consideration, (v) whether such Person is an Excess Indemnifying Party, (vi) with respect to each Indemnifying Party, such Indemnifying Party's Pro Rata Share and such Indemnifying Party's portion of the Escrow Amount contributed to the Escrow Fund with respect to such Indemnifying Party, (vii) with respect to each Excess Indemnifying Party, such Excess Indemnifying Party's Excess Pro Rata Share, and (viii) the aggregate Merger Consideration payable at Closing to each Company Securityholder with respect to the Company Capital Stock and/or Company Convertible Notes, as applicable, held by such Company Securityholder in accordance with this Agreement. Parent shall be entitled to rely on the information in the Spreadsheet for all relevant purposes hereunder, it being acknowledged and agreed that its use therefor shall not affect, in any manner whatsoever, any Indemnified Party's right to

indemnification, compensation or reimbursement pursuant to Section 7.2 if any of the information on the Spreadsheet is not accurate or complete.

"Straddle Period" means any Tax period beginning before or on the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any entity (whether or not incorporated) of which (i) such Person or any other Subsidiary of such Person is a general partner (excluding partnerships, the general partnership interests of which held by such Person or any Subsidiary of such Person do not have a majority of the voting interest in such partnership) or (ii) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such entity or a majority of the profit interests in such entity is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries.

"Tax" (and, with correlative meaning, "Taxes") means any federal, state, local or foreign net income, alternative or add-on minimum, gross income, gross receipts, sales, use, VAT, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, estimated or windfall profit tax, custom duty, national insurance tax, health tax or other tax or other like assessment or charge in the nature of a tax, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign), whether disputed or not, (ii) any Liability for the payment of any amount of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any Tax period, and (iii) any Liability for the payment of any of the type described in clause (i) or (ii) as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to indemnify any other Person, by Contract or otherwise (other than pursuant to any Contract entered into in the Ordinary Course of Business and the primary subject matter of which is not Taxes).

"Tax Return" means any return, amended return, election declaration, report, voluntary disclosure, claim for refund, information return or statement filed or required to be filed in respect of Taxes with a Governmental Authority, including any schedule or attachment thereto, and including any amendment thereof.

"Technology" means any: (i) technology, formulae, algorithm, procedure, process, method, technique, idea, know-how, creations, inventions, discoveries and improvement (whether patentable or unpatentable and whether or not reduced to practice); (ii) technical, engineering, manufacturing, or product information and materials or other Proprietary Information; (iii) specification, design, industrial design, model, device, prototype, schematic, configuration and development tool; (iv) Software, website, content, image, logo, graphic, text, photographs, artwork, audiovisual works, sound recording, graph, drawing, reports, analysis, writing, of any other work of authorship and copyrightable subject matter ("Work of Authorship"); (v) database or other compilation or collection of data or information ("Database"); (vi) mask work, layout, topography or other design feature with respect to any integrated circuit ("Mask Work"); (vii) Mark; (viii) domain name, uniform resource locator or

other name or locator associated with the Internet ("Domain Name") or social media identifier; and (ix) tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

"Transaction Expense" means the following fees and expenses incurred by the Company prior to the Closing in connection with the Mergers and this Agreement and the transactions contemplated by this Agreement, as well as any related sale or financing process, without duplication: (i) any fee or expense of any investment banker, financial advisor, legal counsel, accountant or other professional advisor, (ii) any premium or related cost for any directors' and officers' liability insurance (including the Tail Policy) purchased by the Company in connection with the transactions contemplated by this Agreement, (iii) the employer portion of any payroll, employment or similar Tax based on any payment pursuant to this Agreement at or around Closing or attributable to a Closing Employee Payment, and (iv) any Closing Employee Payment.

"Transfer" means, with respect to any security, to sell, offer, pledge, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any right or warrant to purchase, lend or otherwise transfer (including by gift or operation of law), dispose of, hypothecate or encumber, directly or indirectly, such security, or to enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such security.

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code.

"Unpaid Pre-Closing Taxes" means liabilities for any unpaid Pre-Closing Tax.

"Unpaid Transaction Expenses" means all Transaction Expenses, in each case whether due prior to, on or after the Closing, that are not paid in full as of immediately prior to the Closing.

"Unpaid Wage Obligations" means all Wage Obligations, in each case whether due prior to, on, or after the Closing, that are unpaid as of the Closing.

"User Data" means any Personal Information or other data or information collected by or on behalf of the Company from any user of any website or any Company Offering or Company Software.

"VAT" means any ad valorem, value added, goods and services or similar tax.

"Wage Obligations" means all remuneration required to be paid by the Company, or obligations therefor incurred by the Company, before the Closing to any current or former director, officer, employee or independent contractor of the Company, including any salary, wages, accrued vacation, accrued paid time-off or other unpaid vacation benefits, accrued bonus, commission payments, severance, and the employer portion of any associated employment, payroll or similar Tax, in each case with respect to any service provided to the Company or any of its Affiliates by any such Person on or prior to the Closing, including any such remuneration

arising out of the termination of any such service; provided, however, that for the avoidance of doubt, Wage Obligations exclude any Parent Employee Obligation.

"WARN Act" means the Worker Adjustment and Retraining Notification Act, as amended, and all state and local statutory equivalents.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Article 1 shall have the meanings assigned to such terms in this Agreement in the sections referenced below.

Defined Term	Section
Advisory Committee	7.12(b)
Agreement	Preamble
Agreement Date	Preamble
Basket	7.3(e)
Board Approval	3.3(d)
Books and Records	3.18(a)
Bribery Act	3.24(a)(vi)
Charter Documents	3.1
CIIAA	Recitals
Closing	2.1
Closing Date	2.1
Company	Preamble
Company Benefit Arrangement	3.17(l)
Company Benefit Arrangements	3.17(l)
Company Customer	3.21(a)
Company Disclosure Letter	Article 3
Company Indemnification Obligations	5.1(a)
Company Indemnification Obligation Payments	5.1(d)
Contested Claim	7.5(a)(ii)
Contingent Worker	3.17(a)
Covered Communication	9.15(b)
Covered Person	5.1(a)
Current Representation	9.15(a)
Damages	7.2
De Minimis Basket	7.3(e)
Designated Person	9.15(a)
Dissenting Shares	2.7
DGCL	Recitals
DLLCA	Recitals
Effective Time	2.1
Escrow Agreement	2.5
Escrow Fund	2.5
Exclusively Licensed Company IP	3.14(c)
Export Approvals	3.25(b)
Export Control Laws	3.25(a)

Defined Term	Section
FCPA	3.24(a)(vi)
First Certificate of Merger	2.1
First Merger	Recitals
Governmental Permits	3.16(b)
Holder	6.2
Indemnified Parties	7.2
Indemnified Party	7.2
Intended Tax Treatment	Recitals
Invention Assignment Agreement	3.14(l)
Investor Questionnaires	Recitals
Joinder Agreement	Recitals
Licensed IP	3.14(c)
Market Stand-Off	6.2
Mergers	Recitals
Merger Sub I	Preamble
Merger Sub II	Preamble
Merger Subs	Preamble
Non-Competition Agreement	Recitals
Notice of Claim	7.4
Offer Letter	Recitals
Owed Amount	7.5(c)
Owned Company IP	3.14(c)
Parent	Preamble
Participating Holders	Recital
Payment Condition	2.7(a)
Post-Closing Representation	9.15(a)
Representative	Preamble
Representative Group	7.12(b)
Representative Losses	7.12(b)
Requisite Indemnifying Parties	7.12(a)
Right of First Refusal	6.3(a)
Second Certificate of Merger	2.1
Second Effective Time	2.1
Second Merger	Recitals
Significant Customer	3.21(a)
Significant Supplier	3.21(b)
Special Matters	7.3(c)
Standard EULAs	3.12(d)
Stockholder Approval	3.3(e)
Surviving Corporation	Recitals
Surviving Entity	2.2(b)(i)
Tail Policy	5.1(c)
Tax Claim	8.3(a)
Third-Party Claim	7.6
Transfer Notice	6.3(a)

Defined Term	Section
Transfer Taxes	8.4
Transferee	6.3(a)
Virtual Data Room	Article 3
Written Consent	Recitals

ARTICLE 2

THE MERGERS

2.1 The Closing. The closing of the First Merger (the "Closing") shall take place by teleconference or through electronic exchange of transaction documents concurrently with the execution of this Agreement. The date on which the Closing occurs is referred to herein as the "Closing Date". On the Closing Date, the Company and Merger Sub I shall cause the First Merger to be consummated by filing a certificate of merger, in the form attached hereto as Exhibit F (the "First Certificate of Merger"), with the Secretary of State of the State of Delaware in accordance with the DGCL. The time of such filing and acceptance by the Secretary of State of the State of Delaware, or such later time as may be agreed in writing by Parent and the Company prior to the Closing and specified in the First Certificate of Merger, shall be referred to herein as the "Effective Time". As soon as practicable after the Effective Time, but in all cases within one (1) Business Day thereafter, the Surviving Corporation and Merger Sub II shall cause the Second Merger to be consummated by filing a certificate of merger, in the form attached hereto as Exhibit G (the "Second Certificate of Merger"), with the Secretary of State of the State of Delaware in accordance with the DGCL and the DLLCA. The time of such filing and acceptance by the Secretary of State of the State of Delaware, or such later time as may be agreed in writing by Parent and the Company prior to the Closing and specified in the Second Certificate of Merger, shall be referred to herein as the "Second Effective Time".

2.2 Effects of the Mergers.

(a) The First Merger.

(i) At the Effective Time, Merger Sub I shall be merged with and into the Company, the separate existence of Merger Sub I shall cease and the Company shall be the surviving corporation of the First Merger pursuant to the terms of this Agreement and the First Certificate of Merger. The effect of the First Merger shall be as provided in this Agreement and the applicable provisions of the DGCL. Without limiting the foregoing, except as otherwise set forth in Section 9.15, from and after the Effective Time, all of the property, rights, powers, privileges and franchises of the Company and Merger Sub I shall be vested in the Surviving Corporation and all of the debts, obligations, liabilities, restrictions and duties of the Company and Merger Sub I shall become the debts, obligations, liabilities, restrictions and duties of the Surviving Corporation, all as provided under the DGCL.

(ii) As of the Effective Time, by virtue of the First Merger and without any further action on the part of the Company, Merger Sub I or any other Person, (i) the certificate of incorporation of the Company shall be amended to read in its entirety as the

certificate of incorporation of Merger Sub I as in effect immediately prior to the Effective Time (except the name shall remain ZeroNorth, Inc. and the provisions relating to the incorporator shall be omitted), and as so amended shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by applicable Law and (ii) the bylaws of the Company shall be amended to conform to the bylaws of Merger Sub I as in effect immediately prior to the Effective Time (except that all references to Merger Sub I shall be changed to refer to ZeroNorth, Inc.), and as so amended shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(iii) The members of the board of directors of Merger Sub I and the officers of Merger Sub I, respectively, as of immediately prior to the Effective Time shall be the initial members of the board of directors of the Surviving Corporation and the initial officers of the Surviving Corporation, respectively, immediately after the Effective Time, each to hold office until their respective successors are duly elected or appointed or until their earlier death, resignation or removal, in each case in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

(b) The Second Merger.

(i) At the Second Effective Time, the Surviving Corporation shall be merged with and into Merger Sub II, the separate existence of the Surviving Corporation shall cease and Merger Sub II shall be the surviving entity of the Second Merger pursuant to the terms of this Agreement and the Second Certificate of Merger. The surviving entity after the Second Effective Time is sometimes referred to herein as the "Surviving Entity". The effect of the Second Merger shall be as provided in this Agreement and the applicable provisions of the DGCL and the DLLCA. Without limiting the foregoing, except as otherwise set forth in Section 9.15 from and after the Second Effective Time, all of the property, rights, powers, privileges and franchises of the Surviving Corporation and Merger Sub II shall be vested in the Surviving Entity and all of the debts, obligations, liabilities, restrictions and duties of the Surviving Corporation and Merger Sub II shall become the debts, obligations, liabilities, restrictions and duties of the Surviving Entity, all as provided under the DGCL and the DLLCA.

(ii) As of the Second Effective Time, by virtue of the Second Merger and without any further action on the part of the Surviving Corporation, Merger Sub II or any other Person, the certificate of formation of Merger Sub II shall be the certificate of formation of the Surviving Entity and the limited liability company agreement of Merger Sub II shall be the limited liability company agreement of the Surviving Entity, until thereafter amended as provided therein or by applicable Law.

(iii) Parent shall be the managing member of the Surviving Entity. The officers of Merger Sub II as of immediately prior to the Second Effective Time shall be the initial officers of the Surviving Entity as of immediately after the Second Effective Time, each to hold office until their respective successors are duly appointed or until their earlier death, resignation or removal, in each case in accordance with the limited liability company agreement of the Surviving Entity.

2.3 Conversion of Shares.

(a) Conversion of Merger Sub Common Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the First Merger and without any action on the part of any holder of any Merger Sub I Common Stock, each share of Merger Sub I Common Stock that is issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, par value $0.0001 per share, of the Surviving Corporation, and the shares of the Surviving Corporation into which the shares of Merger Sub I Common Stock are so converted shall be the only shares of common stock of the Surviving Corporation that are issued and outstanding immediately after the Effective Time.

(b) Cancellation of Company-Owned Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the First Merger and without any action on the part of any holder of Company Capital Stock, each share of Company Capital Stock held in the Company's treasury or owned by the Company, Parent or either Merger Sub immediately prior to the Effective Time shall be cancelled and extinguished without any payment of any consideration therefor.

(c) Conversion of Company Capital Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the First Merger and without any action on the part of any holder of Company Capital Stock, each share of Company Capital Stock (other than any Disregarded Shares) issued and outstanding immediately prior to the Effective Time shall be cancelled and extinguished and automatically converted into the right to receive such Company Stockholder's share of the Closing Consideration as listed on the Spreadsheet, if any. In addition, and subject to and upon the terms and conditions set forth herein, each Company Stockholder shall have the non-assignable contingent right to receive such Company Stockholder's Pro Rata Share, if any, of any payments from the Escrow Fund that are to be made to the Indemnifying Parties pursuant to the terms hereof.

(d) Effect of Second Merger on Equity of Surviving Corporation and Merger Sub II. At the Second Effective Time, by virtue of the Second Merger and without any action on the part of any holder of any common stock of the Surviving Corporation or any membership interests of Merger Sub II, (i) each share of common stock of the Surviving Corporation shall be cancelled and extinguished without payment of any consideration therefor and (ii) each membership interest of Merger Sub II shall remain outstanding and represent membership interests of the Surviving Entity.

(e) Calculations.

(i) For purposes of calculating the amount of cash and number of Parent Shares issuable with respect to shares of a particular class or series of Company Capital Stock held by a particular Company Stockholder, including for purposes of calculating the allocation of the Escrow Amount, the consideration payable shall be calculated after aggregating all such shares of such class or series, as the case may be, held by such Company Stockholder. No fraction of a Parent Share will be issued by virtue of the Merger. Any Company Stockholder who would otherwise be entitled to

receive a fraction of a Parent Share shall instead be entitled to receive an amount of cash equal to the product obtained by multiplying (i) such fraction by (ii) the Reference Price, rounded to the nearest whole cent. All payments to be made by Parent hereunder shall be without interest.

(f) Transfer Restrictions. The Parent Shares issuable hereunder shall be subject to certain restrictions on Transfer in accordance with Article 6.

2.4 Treatment of Company Options, Company Warrants and Company Convertible Notes.

(a) Cancelled Options and Company Warrants. At the Effective Time, each Company Option and each Company Warrant outstanding immediately prior to the Effective Time shall be cancelled and terminated without consideration.

(b) Treatment of Convertible Notes. Subject to the terms and conditions of this Agreement (including Section 2.9), at the Effective Time, by virtue of the First Merger, each Company Convertible Note shall be cancelled and extinguished and automatically converted into the right to such Company Securityholder's share of the Closing Consideration in respect of such Company Convertible Note as listed on the Spreadsheet. In addition, and subject to and upon the terms and conditions set forth herein, each Company Securityholder that is an Indemnifying Party hereunder shall have the non-assignable contingent right to receive such Company Securityholder's Pro Rata Share in respect of such Company Convertible Note of any payments from the Escrow Fund that are to be made to the Indemnifying Parties pursuant to the terms hereof.

2.5 Closing Payments.

(a) At the Closing, Parent shall deliver, or cause to be delivered, by wire transfer of immediately available funds or electronic delivery of Parent Shares, as applicable:

(i) to each holder of a Company Convertible Note, the amount to which such holder of a Company Convertible Note is entitled pursuant to the Spreadsheet, in accordance with the instructions provided in the Spreadsheet;

(ii) to each holder of a Company Capital Stock, the amount to which such holder of Company Capital Stock is entitled pursuant to the Spreadsheet, if any, in accordance with the wire transfer instructions provided in the spreadsheet;

(iii) to each lender of any portion of the Closing Indebtedness Amount, the Closing Indebtedness Amount payable to such lender in accordance with the wire transfer instructions set forth in the Closing Financial Certificate;

(iv) to each third-party with respect to whom any Unpaid Transaction Expenses are due, the Unpaid Transaction Expenses payable to such third-party in accordance with the wire transfer instructions set forth in the Closing Financial Certificate; and

(b) to the Representative, the Representative Expense Amount.

(c) Subject to Section 2.9, at or prior to the Closing the Company shall pay, through a special payroll cycle under the Company's payroll processing system, to each recipient of a Closing Employee Payment that is due as of the Closing, the amount so due to such recipient as of the Closing as set forth on the Closing Financial Certificate.

2.6 Escrow Amount. On the Closing Date, Parent shall deposit with the Escrow Agent the Escrow Amount in cash, to be held in trust as an escrow fund (such amount in deposit (as may be reduced from time to time), together with any interest and other income thereon, the "Escrow Fund"), which amounts shall not become payable as of the Closing Date but shall instead be paid in accordance with, and subject to the provisions of, Article 7 and pursuant to the terms of an Escrow Agreement in the form attached hereto as Exhibit H (the "Escrow Agreement"). The Escrow Fund shall be held as security for any Damages for which any of the Indemnified Parties are entitled to recovery under this Agreement, including Article 7 and Article 8. Parent shall be treated as owner of cash in the Escrow Fund for Tax purposes prior to disbursement and all interest on or other Taxable income, if any, earned from the investment of such cash in the Escrow Fund pursuant to this Agreement shall be treated for tax purposes as earned by Parent provided that the Escrow Agent is hereby authorized and directed to distribute to Parent (i) within thirty (30) days after the end of each quarter, and (ii) upon any final release of cash held in the Escrow Fund, an amount equal to twenty-eight percent (28%) (or otherwise at least the maximum marginal corporate federal income tax rate for a subchapter C corporation in effect for such year plus 7%) of all interest or other taxable income earned on the Escrow Fund during such quarter (for purposes of clause (i)) or during the portion of the year ending on the date of release (for purposes of clause (ii), as applicable). It is intended that the cash in the Escrow Fund will qualify for installment sale reporting under Section 453 of the Code. Any payments to be made out of the Escrow Fund for the benefit of the Indemnifying Parties shall be made in accordance with Section 7.7. Each Indemnifying Party's right, if any, to receive amounts from the Escrow Fund are non-transferable and non-assignable, except that each Indemnifying Party shall be entitled to assign such Indemnifying Party's rights to such amounts by will, by the Laws of intestacy or by other similar operation of law.

2.7 Exchange.

(a) Parent shall deliver an Investor Questionnaire (which may be done electronically) immediately following the Effective Time to each Company Stockholder entitled to receive Merger Consideration hereunder who has not yet completed an Investor Questionnaire. Parent shall deliver, or cause to be delivered, as promptly as reasonably practicable following the Closing to any Company Stockholder and holder of a Company Convertible Note who delivers a duly completed and validly executed Investor Questionnaire (such delivery, the "Payment Condition"), the consideration that such Company Stockholder or holder of a Company Convertible Note has the right to receive pursuant to the Spreadsheet; provided that Parent shall deliver, or cause to be delivered, such consideration at the Effective Time to each such Company Stockholder or holder of a Company Convertible Note who has satisfied the Payment Condition at or prior to such time. Parent shall have no obligation to deliver, or cause to be delivered, any such

consideration to a particular Company Stockholder or holder of a Company Convertible Note until such Person has satisfied the Payment Condition.

(b) Promptly following the Effective Time, Parent shall deliver, or cause to be delivered:

(i) to each lender of any Closing Pay-Off Indebtedness, the Closing Pay-Off Indebtedness payable to such lender in accordance with the wire transfer instructions set forth in the applicable Closing Pay-Off Indebtedness Documentation; and

(ii) to each third-party with respect to whom a Transaction Invoice was delivered prior to the Closing, the Unpaid Transaction Expenses set forth in the applicable Transaction Invoice in accordance with the wire transfer instructions provided in the Transaction Invoice.

(c) From and after the Effective Time, no shares of Company Capital Stock or Company Convertible Notes held by Company Securityholders prior to the Effective Time will be deemed to be outstanding, and such former holders of Company Capital Stock and Company Convertible Notes shall cease to have any rights with respect thereto except as provided herein or by Law.

(d) At the Effective Time, the stock transfer books of the Company shall be closed and no transfer of Company Capital Stock shall thereafter be made.

(e) Notwithstanding anything to the contrary contained herein, none of Parent, Merger Sub, the Company, the Surviving Corporation, or the Surviving Entity shall be liable to any Company Securityholder for Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. Any Merger Consideration remaining undistributed to Company Securityholders immediately prior to such time as such Merger Consideration would otherwise escheat to or become the property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of the Parent free and clear of all claims or interest of any Person previously entitled thereto.

2.8 Dissenting Shares. If, in connection with the First Merger, holders of Company Capital Stock shall have demanded and perfected their appraisal rights in accordance with Section 262 of the DGCL, none of such shares (the "Dissenting Shares") shall be converted into a right to receive the Merger Consideration otherwise payable to the holder of such Dissenting Shares as provided in the Spreadsheet, but shall instead be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the DGCL. Each holder of Dissenting Shares who, pursuant to the provisions of the DGCL, becomes entitled to payment of the fair value of such shares shall receive payment therefor in accordance with the DGCL (but only after the value therefor shall have been agreed upon or finally determined pursuant to the DGCL). In the event that any Company Stockholder fails to make an effective demand for payment or fails to perfect its appraisal as to its shares of Company Capital Stock or any Dissenting Shares shall otherwise lose their status as Dissenting Shares, then any such shares shall immediately be converted into the right to receive the consideration payable pursuant to the Spreadsheet in respect of such shares as if such shares had never been Dissenting

Shares, if any, and Parent shall deliver to the holder thereof, at (or as promptly as reasonably practicable after) the applicable time or times specified in Section 2.6, following the satisfaction of the Payment Condition, the Merger Consideration to which such Company Stockholder would have been entitled under the Spreadsheet with respect to such shares. Schedule 2.8 lists all Company Stockholders that, as of the date of this Agreement and in connection with the transactions contemplated hereby, have demanded appraisal of Company Capital Stock or provided notice of exercise of such Company Stockholder's appraisal rights in accordance with the DGCL.

2.9 Tax Withholding. Each of Parent, the Surviving Corporation and the Surviving Entity shall be entitled to deduct and withhold, or cause to be deducted and withheld, from the Merger Consideration or any other payment otherwise payable pursuant to this Agreement (including the Escrow Amount), the amounts required to be deducted and withheld under the Code, or any provision of state, local or foreign Tax Law, with respect to the making of such payment and, to the extent that amounts are so deducted and withheld and paid over to the applicable Governmental Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made. The parties agree to cooperate to allow Parent, at its election, to effectuate such withholding by means reasonably acceptable to Parent, including by paying the applicable Merger Consideration for which such withholding is required to the Surviving Corporation or the Surviving Entity and causing the Surviving Corporation or the Surviving Entity to withhold the applicable amounts through the Surviving Corporation's or the Surviving Entity's payroll system. Except for such withholding rights, the recipient of any payments payable pursuant to this Agreement is solely responsible for any and all Liabilities for Taxes that may arise with respect to any Merger Consideration or other amounts payable pursuant to this Agreement.

2.10 Further Assurances. If, at any time after the Effective Time, any of the parties hereto reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary to consummate the Mergers or to carry out the purposes and intent of this Agreement at or after the Effective Time, then the Company, Parent, the Surviving Corporation, the Surviving Entity and their respective officers, directors and managers shall execute and deliver all such proper deeds, assignments, instruments and assurances and do all other things reasonably necessary to consummate the Mergers and to carry out the purposes and intent of this Agreement.

2.11 Tax Consequences. The Mergers are intended to be treated as an integrated transaction that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code, and this Agreement is intended to constitute, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354, 361 and 368 of the Code and Income Tax Regulations section 1.368-2(g). So long as the representation in Section 3.7(c)(xiii) is true, the parties agree that the (i) Convertible Notes shall be treated as equity for U.S. federal income tax purposes, (ii) the Convertible Notes shall be treated as exchanged in the Mergers for the consideration received pursuant to this agreement, and (iii) the parties will file all Tax Returns relating to the Mergers in a manner consistent with the Intended Tax Treatment and such treatment of the Convertible Notes, unless otherwise required by applicable law. None of the parties to this Agreement makes any representation regarding whether the Mergers will so qualify. The Company acknowledges

that the Company and the Company Securityholders are relying solely on their own Tax advisors in connection with this Agreement, the Mergers and the other transactions and agreements contemplated hereby.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Subject to the exceptions set forth in the disclosure letter of the Company addressed to Parent, dated as of the Agreement Date and delivered to Parent concurrently with the parties' execution of this Agreement (the "Company Disclosure Letter") (which exceptions will qualify the section or subsection they specifically reference and will also qualify other sections or subsections in this Article 3 to the extent that it would be reasonably apparent on the face any such disclosure that such disclosure is applicable to such other section or subsection), the Company represents and warrants to Parent and each Merger Sub that the statements contained in this Article 3 are true and correct (with the understanding and acknowledgement that Parent and each Merger Sub would not have entered into this Agreement without being provided with the representations and warranties set forth herein, that Parent and each Merger Sub are relying on these representations and warranties, and that these representations and warranties constitute an essential and determining element of this Agreement). For purposes of this Agreement, a document shall be deemed to have been "made available" by the Company to Parent only if it has been posted in the electronic data site (the "Virtual Data Room") maintained by the Company at https://harness.box.com/s/nloa5m12gm9g7b3t6lt5h0nqw6mqdy0q in connection with the Mergers and as to which Parent and its representatives have been provided unredacted access at least 24 hours prior to the execution of this Agreement.

3.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation. The Company has all requisite corporate power and authority to own, operate and lease its assets and properties and to carry on the Company Business. The Company is duly qualified or licensed to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the character or location of its assets or properties (whether owned, leased or licensed) or nature of its activities makes such qualification or licensing necessary, except for such failures to be so duly qualified, licensed and in good standing as would not result in a Material Adverse Effect. Schedule 3.1 of the Company Disclosure Letter sets forth each jurisdiction in which the Company is qualified or licensed to do business. The Company has made available to Parent true and complete copies of the Certificate of Incorporation and its current bylaws, including all amendments thereto other than the Charter Amendment (the "Charter Documents"). The Company is not in material violation of its Charter Documents.

3.2 Subsidiaries The Company does not have any Subsidiaries.

3.3 Power, Authorization and Validity.

(a) Power and Authority. The Company has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, subject only to receipt of the Stockholder

Approval. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby, have been duly and validly approved and authorized by all requisite corporate action. No other corporate actions or proceedings on the part of the Company are necessary to authorize the execution, delivery and performance by the Company of this Agreement.

(b) No Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to (i) any Governmental Authority or (ii) any other Person is necessary or required to be made or obtained by the Company to enable the Company to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or to consummate the transactions contemplated hereby (including the consent of or notice to any Person required to be obtained or given in order to keep any Material Contract between such Person and the Company in effect following the Mergers or to provide that neither the Company, the Surviving Corporation (following the Effective Time) nor the Surviving Entity (following the Second Effective Time) is in breach or violation of any such Material Contract following the Mergers, in each case, as a result of failure to obtain such consent or provide such notice), except for the filing of the First Certificate of Merger and the Second Certificate of Merger with the Secretary of State of the State of Delaware and the Stockholder Approval or as would not have a Material Adverse Effect.

(c) Enforceability. This Agreement has been duly executed and delivered by the Company. This Agreement is, assuming the due authorization, execution and delivery by Parent and the other Persons party hereto, a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to rights of creditors generally, and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

(d) Board Approval. The board of directors of the Company has, at a meeting duly called and held, by a unanimous vote of the entire board of directors, or by a unanimous written consent in lieu thereof: (i) approved and declared advisable this Agreement, (ii) determined that the Mergers and other transactions contemplated by this Agreement are advisable, fair to, and in the best interests of the Company and the Company Stockholders and approved the same, (iii) resolved to recommend to the Company Stockholders the adoption of this Agreement, and (iv) directed that this Agreement be submitted to the Company Stockholders for adoption (such board approval in (i)-(iv), the "Board Approval").

(e) Required Vote of Company Stockholders. The affirmative vote or consent of the Requisite Stockholders are the only votes or consents of the holders of any class or series of Company Capital Stock prior to the Effective Time necessary to adopt or approve this Agreement, the Mergers, the other transactions contemplated hereby and thereby (including the Charter Amendment), and the other matters set forth in the Written Consent (such vote or consent, the "Stockholder Approval"). Upon receipt of the Stockholder Approval, no further vote or consent of the holders of any class or series of Company Capital Stock prior to the Effective Time is necessary to adopt this Agreement and approve the Mergers, the transactions contemplated hereby and the other matters set forth in the Written Consent.

3.4 Capitalization of the Company.

(a) Authorized and Outstanding Capital Stock of the Company. The authorized capital stock of the Company consists solely of 95,000,000 shares of Company Common Stock and 65,937,061 shares of Company Preferred Stock, of which 1,248,134 have been designated Series Seed Preferred Stock, 41,946,150 have been designated Series A Preferred Stock and 22,742,777 have been designated Series A+ Preferred Stock. The number and class and series of issued and outstanding shares of Company Capital Stock held by each Company Stockholder as of the Agreement Date is set forth on Schedule 3.4(a) of the Company Disclosure Letter, no shares of Company Capital Stock are issued or outstanding as of the Agreement Date that are not set forth on Schedule 3.4(a) of the Company Disclosure Letter, and no shares of Company Capital Stock will be issued or outstanding as of the Closing Date that are not set forth on Schedule 3.4(a) of the Company Disclosure Letter, except for: (i) shares of Company Common Stock issued upon the conversion of shares of Company Preferred Stock that are issued and outstanding on the Agreement Date and/or (ii) shares of Company Common Stock issued upon the exercise of outstanding Company Options or Company Warrants listed on Schedule 3.4(b) of the Company Disclosure Letter. The Company does not hold any treasury stock and does not otherwise own any shares of Company Capital Stock. All issued and outstanding shares of Company Capital Stock (x) have been duly authorized and validly issued, are fully paid and nonassessable, and (y) were offered, issued, sold and delivered by the Company in compliance in all material respects with Law, the Charter Documents, and all requirements set forth in applicable Contracts. The Company has no Liability for accrued and unpaid dividends. All of the outstanding shares of Company Capital Stock are electronically certificated through Carta.

(b) Company Options; Company Warrants. The Company has reserved an aggregate of 21,806,524 shares of Company Common Stock for issuance pursuant to the Company Stock Plan (including shares subject to outstanding Company Options). As of the Agreement Date, a total of 10,975,565 shares of Company Common Stock are subject to outstanding Company Options, of which 4,646,986 were vested and exercisable, as of the Agreement Date. None of the outstanding Company Options may be exercised prior to vesting. An aggregate of 81,235 shares of Company Common Stock are issuable upon the exercise of the Company Warrants. The terms of the Company Stock Plan and the Company Warrants permit the treatment of Company Options and the Company Warrants as provided herein, without the consent or approval of any Company Optionholders or holders of Company Warrants, the Company Stockholders or any other Person other than the board of directors of the Company, which board approval was obtained prior to the execution and delivery hereof by the Company.

(c) Company Convertible Notes. Section 3.4(c) of the Company Disclosure Letter sets forth, as of the Agreement Date, for each Company Convertible Note: (i) the name of the holder thereof, (ii) the date of issuance of such Company Convertible Note, (iii) the maturity date, interest rate and principal amount of such Company Convertible Note and (iv) the accrued and unpaid interest on such Company Convertible Note. Complete and correct copies of each agreement in respect of the Company Convertible Notes have been made available to Parent, and there are no agreements, understandings or commitments to amend, modify or supplement any Company Convertible Note or any such agreements.

(d) No Other Rights. Except for (i) the Company Options, (ii) the Company Warrants, (iii) the conversion rights of the Company Preferred Stock, and (iv) the Company Convertible Notes, there is no outstanding (x) stock appreciation right, option, restricted stock, restricted stock unit, "phantom" stock or any similar security or right that is derivative or provides any economic benefit based, directly or indirectly, on the value or price of any security of the Company or (y) warrant, call, right, commitment, conversion privilege or preemptive or other right or Contract to purchase or otherwise acquire any share of Company Capital Stock or any security or debt convertible into or exchangeable for Company Capital Stock or obligating the Company to grant, extend or enter into any such stock appreciation right, option, restricted stock, restricted stock unit, "phantom" stock, warrant, call, right, commitment, conversion privilege or preemptive or other right or Contract. Except under the terms of the Company Restricted Stock Agreements, Company Option Agreements and Company Stock Plan, there is no voting agreement, registration right, rights of first refusal, preemptive right, co-sale right or other similar right or restriction applicable to any outstanding security of the Company.

(e) Ungranted Options. There are no employees of the Company or other Persons with an offer letter or other Contract that contemplates or commits to making a grant of any option to purchase any share of Company Capital Stock or any other security of the Company, or who have otherwise been promised any option to purchase any share of Company Capital Stock or any other security of the Company, which option has not been granted, or other security has not been issued, as of the Agreement Date.

3.5 No Conflict. Neither the execution and delivery of this Agreement by the Company, nor the performance by the Company of its obligations hereunder or the consummation by the Company of the transaction contemplated hereby, shall conflict with, result in a termination, breach, violation of (with or without notice or lapse of time, or both), acceleration of any obligation or loss of any benefit, or constitute a default, or require the consent, release, waiver or approval of, or notice to, any third party, under: (a) any provision of any Charter Documents of the Company, each as currently in effect, (b) any Law applicable to the Company or any of its assets or properties, (c) any Company Material Contract, (d) any Governmental Permit, (e) any privacy policy of the Company, or (f) any judgment, decree or order to which the Company is subject, except, in the case of clauses (b) through (f), as would not have a Material Adverse Effect.

3.6 Litigation. To the Knowledge of the Company, there is no, and for the past two (2) years there has been no, material Action pending or threatened against the Company (or to the Knowledge of the Company, against any officer, director, employee or agent of the Company in his or her capacity as such or relating to his or her employment, services or relationship with the Company). There is no material judgment, decree, injunction, rule or order of any Governmental Authority, arbitrator or mediator binding specifically on the Company or any of its assets or properties. The Company has no Action pending against any Governmental Authority or any other Person.

3.7 Taxes.

(a) Tax Returns, Taxes and Audits.

(i) The Company (A) has properly completed and timely filed all income and other material Tax Returns required to be filed by it, and all such Tax Returns filed or required to be filed by it are true, correct and complete in all material respects, (B) have timely paid all Taxes required to be paid by it for which payment was due (whether or not shown on any Tax Return), (C) has established an adequate accrual or reserve for the payment of all Taxes payable in respect of the periods or portions thereof prior to the Balance Sheet Date (which accrual or reserve as of the Balance Sheet Date is fully reflected on the face of the Company Balance Sheet (rather than in any notes thereto)) and will establish an adequate accrual or reserve for the payment of all Taxes payable in respect of the periods or portion thereof through the Closing Date, (D) has made (or will make on a timely basis) all estimated Tax payments required to be made sufficient to avoid any underpayment, penalties or interest in excess of $10,000 in the aggregate, (E) has no Liability for Taxes in excess of the amount so paid or accruals or reserves so established, and (F) since the Balance Sheet Date has not incurred any Liability for Taxes outside the Ordinary Course of Business or otherwise inconsistent with past custom and practice other than as a result of the transactions contemplated by this Agreement. The Company has made available to Parent correct and complete copies of all federal and state income and other material Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company filed or received for all taxable years remaining open under the applicable statute of limitations.

(ii) No written or, to the Company's Knowledge, any unwritten deficiency for any Tax, which remains outstanding or unresolved, has been threatened, claimed, proposed or assessed by any Governmental Authority against the Company.

(iii) The Company has not received from the IRS or any other Governmental Authority (including any sales or use Tax authority) any written or, to the Company's Knowledge, any unwritten (A) notice indicating an intent to open an audit or other review related to any Tax matter, (B) request for information related to any Tax matter, or (C) notice of deficiency or proposed adjustment of any amount of Tax proposed, asserted, or assessed by any Governmental Authority against the Company, in each case, which remains outstanding or unresolved. No Tax Return of the Company is under audit by the IRS or any other Governmental Authority and any past audits (if any) have been completed and fully resolved to the satisfaction of the applicable Governmental Authority conducting such audit and all Taxes determined by such audit to be due from the Company have been paid in full to the applicable Governmental Authorities or adequate reserves therefor have been established and are reflected on the face of the Company Balance Sheet (rather than in any notes thereto). No written claim has ever been made by a Governmental Authority in a jurisdiction where the Company does not file Tax Returns that it is or may be required to file any Tax Return in that jurisdiction.

(iv) No Tax liens are currently in effect against any of the assets of the Company other than Permitted Encumbrances. There is not in effect any waiver by the Company of any statute of limitations with respect to any Taxes nor has the Company agreed to any extension of time for filing any Tax Return that has not been filed (other

than automatic exensions). The Company has not consented to extend the period in which any Tax may be assessed or collected by any Tax agency or authority which extension is still in effect.

(v) The Company has not made an election to defer any Taxes under the CARES Act, the Payroll Tax Executive Order, or any similar election under state or local Tax lax, and is not otherwise currently deferring or planning to defer any such Taxes.

(vi) The Company has collected, remitted and reported to the appropriate Tax authority all sales, use and value added Taxes required to be so collected, remitted or reported pursuant to all applicable Laws. The Company has complied in all material respects with all applicable Laws relating to record retention (including, without limitation, to the extent necessary to claim any exemption from sales or value added Tax collection and maintaining adequate and current resale certificates to support any such claimed exemption).

(vii) 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 Tax period (or portion thereof) ending after the Closing Date as a result of: (A) any change in method of accounting made prior to the Closing Date for a taxable period ending on or prior to the Closing Date, including the application of Section 481 or Section 263A of the Code (or any corresponding or similar provisions of state, local or foreign Tax Laws) to transactions, events or accounting methods employed prior to the Closing, (B) any use of an improper method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (C) any "closing agreement," as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax Law) executed on or prior to the Closing Date, (D) any "intercompany transaction" or any "excess loss account" (within the meaning of Treasury Regulations Sections 1.1502-13 and 1502-19, respectively) (or any corresponding or similar provisions of state, local or foreign Tax Law) occurring or arising with respect to any transaction on or prior to the Closing Date, (E) any installment sale, open transaction or other transaction made on or prior to the Closing Date, (F) any prepaid amount received or paid on or prior to the Closing Date, or (G) any election made under Section 108(i) of the Code prior to the Closing.

(b) Withholding. The Company has complied in all material respects with all Laws relating to the payment, collection and withholding of any material Tax (including withholding of Taxes pursuant to Sections 1441, 1442, 1445 and 1446 of the Code or any corresponding or similar provisions of state, local or foreign Tax Law), and have, within the time and in the manner prescribed by Law, collected and withheld from employee wages and other amounts payable to or from third parties and paid over to the proper Governmental Authorities all material amounts required to be so collected and withheld and paid over under all Laws (including the Federal Insurance Contribution Act, Medicare, Federal Unemployment Tax Act and relevant state income and employment Tax withholding Laws), including federal, state, local and foreign Taxes, and has timely filed or provided all withholding Tax Returns in accordance with Law.

(c) Tax Status and Indemnification Obligations.

(i) The Company is not a party to or bound by any Tax sharing, indemnity, allocation or similar Contract (other than any Contract entered into in the Ordinary Course of Business and the primary subject matter of which is not Taxes), the Company has no any liability to another party under any such Contract.

(ii) The Company is not now, nor has ever been, a member of a consolidated, combined, unitary or aggregate group of which the Company was not the ultimate parent corporation. The Company has no liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any corresponding or similar provision of state, local or foreign Tax Law), as a transferee or successor, by Contract (other than any Contract entered into in the Ordinary Course of Business and the primary subject matter of which is not Taxes) or otherwise.

(iii) The Company has never constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify in whole or in part for Tax-free treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code).

(iv) The Company is not and has not been a party to a transaction or Contract that is in conflict with the Tax rules on transfer pricing in any relevant jurisdiction. All applicable transfer pricing rules have been complied with in all material respects, and all material documentation required by all relevant transfer pricing Laws has been timely prepared.

(v) The Company is not and has not been party to any joint venture, partnership or other arrangement or Contract that is treated as a partnership for federal income Tax purposes. No entity classification election pursuant to Treasury Regulations Section 301.7701-3 has ever been filed with respect to the Company and the Company is and always has been taxed as a C corporation for U.S. federal income Tax purposes. The Company uses, and has always used, the accrual method of accounting for income Tax purposes and the taxable year of the Company is the calendar year ending December 31.

(vi) The Company has made available to Parent all documentation relating to any Tax holidays or incentives currently applicable to the Company. The Company is in material compliance with the requirements for any applicable Tax holidays or incentives.

(vii) The Company has not ever participated in and is not participating in an international boycott within the meaning of Section 999 of the Code.

(viii) The Company has not ever requested or received a ruling from any Tax authority or signed a closing or other agreement with any Tax authority.

(ix) The Company (A) has not, and has not ever had, a permanent establishment in any country other than the country in which it is organized and resident,

(B) has not engaged in a trade or business in any country other than the country in which it is organized and resident that subjected it to Tax in such country, (C) is not, and has not ever been, subject to Tax in a jurisdiction outside the country in which it is organized and resident, or (D) is not required to register in any jurisdiction for VAT purposes pursuant to applicable Law.

(x) None of the shares of Company Capital Stock are "covered securities" under Treasury Regulations Section 1.6045-1(a)(15).

(xi) The Company has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

(xii) As of the date hereof, neither the Company nor any of its Affiliates has knowingly taken or agreed to take any action, nor does the Company have knowledge of any fact or circumstance that could reasonably be expected, to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code

(xiii) The Company Convertible Notes are properly treated as equity for U.S. federal income tax purposes and the Company has filed all Tax Returns in a manner consistent with the foregoing and not otherwise taken any Tax position that is inconsistent with the foregoing.

(xiv) The Company is not, nor has it been, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(d) No Tax Shelters. The Company has (i) no disclosure obligation under Section 6662 of the Code or comparable provisions of state, local or foreign Law (ii) not participated in any reportable transaction within the meaning of Treasury Regulations Section 1.6011-4(b) or any transaction that is substantially similar to any of those transactions. The Company has not consummated, has not participated in, and is not currently participating in any transaction which was or is a "tax shelter" transaction as defined in Sections 6662, 6011, 6012 or 6111 of the Code or the Treasury Regulations promulgated thereunder.

(e) Nonqualified Deferred Compensation.

(i) Each "nonqualified deferred compensation plan" under which the Company makes, is obligated to make or promises to make, payments subject to Section 409A of the Code, if any, has, since the inception of the Company, been operated in material compliance with Section 409A of the Code, and the applicable Treasury Regulations and IRS guidance thereunder so as to avoid any Tax pursuant to Section 409A of the Code and the document or documents that evidence each such plan have, since the inception of the Company, conformed materially to the provisions of Section 409A of the Code and the Treasury Regulations thereunder. No payment pursuant to any arrangement between the Company and any "service provider" (as such term is defined in Section 409A of the Code and the Treasury Regulations thereunder)

would subject any Person to a Tax pursuant to Section 409A of the Code, whether pursuant to the consummation of the transactions contemplated by this Agreement or otherwise. No Company Benefit Arrangement or other Contract provides a gross-up, reimbursement or other indemnification for any Tax or related interest or penalty that may be imposed for failure to comply with the requirements of Section 409A of the Code.

(ii) All Company Options have been authorized by the board of directors of the Company or an appropriate committee thereof, and, if required, approved by stockholders of the Company by the necessary number of votes or written consent, including approval of the option exercise price or the methodology for determining the Company Option exercise price and the substantive option terms. No Company Option has been retroactively granted, or the exercise price of any Company Option determined retroactively. No Company Option or other right to acquire Company Common Stock or other equity of the Company (A) has an exercise price that has been or may be less than the fair market value of a share of the underlying stock as of the date such Company Option or right was granted as determined in accordance with Section 409A of the Code, (B) has any feature for the deferral of compensation other than the deferral of recognition of income until the later of exercise or disposition of such Company Option or right, or (C) has been granted with respect to any class of stock of the Company that is not "service recipient stock" (within the meaning of Section 409A of the Code and the Treasury Regulations thereunder).

(f) Additional Tax Representations. The Company has never entered into any Contract or maintained any Company Benefit Arrangement that could give rise to payments with respect to the performance of services that are nondeductible under Section 280G of the Code or subject to the excise Tax under Section 4999 of the Code in connection with the transactions contemplated by this Agreement, and neither the execution of this Agreement nor the consummation of the transactions contemplated hereby could (either alone or upon occurrence of any additional event) (i) result in, or cause the accelerated vesting, payment or benefit to any employee, officer, director, consultant, independent contractor or other service provider of the Company or any of its ERISA Affiliates, other than as required by Section 411(d)(3) of the Code and other than distributions on account of the termination of the Company's 401(k) plan, or (ii) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code (whether or not such payment is considered to be reasonable compensation for services rendered). There is no Company Benefit Arrangement or other Contract by which the Company is bound to compensate any employee of the Company or other service provider of the Company for any excise Tax or related interest or penalty paid pursuant to Section 4999 of the Code.

(g) Notwithstanding anything to the contrary in this Agreement, it is agreed and understood that (i) the representations and warranties of the Company in this Section 3.7 (other than Sections 3.7(a)(vi),(a)(viii), (c)(i), (c)(ii), (c)(iii), (c)(viii), (c)(x), (c)(ix), (e) and (f)) refer only to activities prior to the Closing and shall not serve as representations and warranties regarding, or a guarantee of, nor can they be relied upon with respect to, Taxes attributable to any Tax period (or portion thereof) beginning, or Tax positions taken, after the Closing Date, and (ii) no representations or guarantees are made with respect to the amount or availability of Tax

attributes of the Company for any taxable period (or portion thereof) beginning after the Closing Date.

3.8 Related Party Transactions. Except (a) for Company Benefit Arrangements disclosed on Schedule 3.17(n) of the Company Disclosure Letter (or not required by the terms of this Agreement to be so disclosed) and the Company's obligations thereunder, or (b) for Contracts pursuant to which securities of the Company were issued or sold that have been made available to Parent (or are not required by the terms of this Agreement to be so made available), the Company is not a party to any Contract (other than offer letters, confidentiality agreements and intellectual property assignment agreements entered into with officers, directors or employees in the Ordinary Course of Business) with, or indebted, either directly or indirectly, to any of its officers, directors, employees, stockholders or other securityholders or, to the Knowledge of the Company, any of their respective relatives or Affiliates. The Company has not made and does not have outstanding any loans to any of its officers, directors, employees, stockholders or other securityholders or, to the Knowledge of the Company, any of their respective relatives or Affiliates.

3.9 Company Financial Statements.

(a) The Company has made available to Parent the Company Financial Statements. The Company Financial Statements: (a) are derived from the books and records of the Company, (b) fairly present in all material respects the financial condition of the Company at the dates therein indicated and the results of operations and cash flows of the Company for the periods therein specified, and (c) have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated (except that the unaudited Company Financial Statements do not have notes and are subject to normal recurring year-end adjustments, the effect of which are not, individually or in the aggregate, material to the Company). The Company does not have any "off-balance sheet arrangement" within the meaning of Item 303 of Regulation S-K promulgated under the Securities Act. The Company maintains a system of internal accounting controls appropriate for a private company of the Company's size and stage that is intended to provide reasonable assurance that: (i) material transactions are executed in accordance with management's general or specific authorizations and (ii) material transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP. Neither the Company nor, to the Knowledge of the Company, any representative of the Company has received written notice of any complaint, allegation, assertion or claim that the Company has engaged in accounting or auditing practices that were not in compliance with GAAP and, to the Knowledge of the Company, there have been no instances of fraud in connection with the Company's financial reporting that occurred during any period covered by the Financial Statements.

(b) Schedule 3.9(b) of the Company Disclosure Letter sets forth a true, correct and complete list of all Indebtedness of the Company as of the Agreement Date including for each item of Indebtedness, the Contract(s) governing such item of Indebtedness. All Indebtedness may be prepaid at the Closing without penalty under the terms of the Contract(s) governing such Indebtedness.

(c) The Company does not have any liabilities, except for (i) those shown on the Company Balance Sheet, (ii) those that were incurred after the Balance Sheet Date in the

Ordinary Course of Business, (iii) liabilities not required to be reflected in the liabilities column of a balance sheet prepared in accordance with GAAP, (iv) those incurred pursuant to or in connection with the execution, delivery or performance of this Agreement or as a result of the transactions contemplated by this Agreement, including the Transaction Expenses, (iv) those that would not, individually or in the aggregate, be material to the business or operations of the Company, and (v) executory (including payment) obligations under any Contract (other than obligations in respect of breach of contract, breach of law or tort). Section 3.9(c) shall not apply with respect to any liability arising out of the subject matter specifically addressed within the scope of another representation or warranty of the Company in this Agreement (including, for the avoidance of doubt, any liability that is not required to be disclosed after giving effect to any knowledge or materiality (including Material Adverse Effect) qualifier, monetary threshold or date, time or other temporal limitation contained in such representation or warranty).

3.10 Title to Properties. The Company has good and marketable title to, or in the case of leased assets and properties, valid leasehold interests in, all of the material tangible assets and properties (including those shown on the Company Balance Sheet) necessary for the operation of the Company Business (other than any business proposed in any written product roadmaps of the Company but not actually engaged in by the Company as of the Agreement Date), free and clear of all Encumbrances, other than Permitted Encumbrances. All material tangible personal property owned or leased by the Company and used in the Company Business are in good condition and repair, normal wear and tear excepted. The Company has not ever owned any real property. Schedule 3.10(i) of the Company Disclosure Letter sets forth a complete and accurate list of all real property leases or real property licenses to which the Company is a party. Schedule 3.10(ii) of the Company Disclosure Letter sets forth a complete and accurate list of all leases or licenses with respect to material tangible personal property used by the Company.

3.11 Absence of Certain Changes. From the Balance Sheet Date through the Agreement Date, (i) the Company Business has been operated in the Ordinary Course of Business and (ii) there has not been with respect to the Company any:

(a) Material Adverse Effect;

(b) material damage, destruction or loss of any material property or material asset, whether or not covered by insurance, except ordinary wear and tear;

(c) entering into or negotiation of any collective bargaining agreement or relationship with any labor organization;

(d) material change in the manner in which it extends discounts, credits or warranties;

(e) adoption of a plan or agreement of complete or partial liquidation, dissolution, restructuring, consolidation or other reorganization;

(f) change in accounting or Tax reporting methods or practices (including any change in depreciation or amortization policies or rates or revenue recognition policies) (except

to the extent required by changes in GAAP or applicable Law) or any revaluation of any of its assets;

(g) settlement or compromise of any claim, notice, audit report or assessment in respect of Taxes; amendment to or filing of any Tax Return; making of, change in, or revocation of any election in respect of Taxes; adoption, change in, or revocation of any accounting method in respect of Taxes; surrender any right to claim a material refund of Taxes; entering into of any Tax allocation, sharing or indemnity agreement (other than any agreement entered into in the Ordinary Course of Business and the primary subject matter of which is not Taxes) or closing agreement relating to Taxes; or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes;

(h) deferral of the payment of any accounts payable other than in the Ordinary Course of Business, or any discount, accommodation, customer credit or other concession made in order to accelerate or induce the collection of any receivable;

(i) Action threatened in writing (or, to the Company's Knowledge, otherwise threatened) or initiated by or, to the Company's Knowledge, against, or Action or threatened Action settled or otherwise resolved by, the Company;

(j) entering into any new line of business; or

(k) entry into any Contract to do any of the things described in the preceding clauses (a) through (j) (other than negotiations and agreements with Parent and its representatives regarding the transactions contemplated by this Agreement).

3.12 Contracts, Agreements, Arrangements, Commitments and Undertakings. Schedule 3.12 of the Company Disclosure Letter sets forth as of the Agreement Date a list of each Contract of the following types (i) to which the Company is a party or to which the Company or any of its assets or properties is bound and (ii) under which the Company has any remaining material rights or obligations, including the applicable subsection(s) to which such Contract is responsive:

(a) any Contract (other than Company Employee Agreements providing for at-will employment or engagement entered into in the Ordinary Course of Business and terminable upon notice without any liability to the Company) providing for payments (whether fixed, contingent or otherwise) by or to the Company in an aggregate annual amount of $50,000 or more;

(b) any material Contract with the Company's users, customers or clients other than ones that constitute a Standard EULA;

(c) any material dealer, distributor, reseller, VAR (value added reseller), sales representative or similar Contract under which any third party is authorized to sell, license, sublicense, lease, distribute, market or take orders for any Company Offering or Company Technology;

(d) any Contract that (i) provides for the authorship, invention, creation, conception or other development of any Technology or Intellectual Property Rights (A) by the Company for any other Person where such Technology or Intellectual Property Rights are material or (B) for the Company by any other Person, including, in the case of each of clauses (A) and (B), any joint development, (ii) provides for the assignment or other transfer of any ownership interest in Technology or Intellectual Property Rights (1) to the Company from any other Person or (2) by the Company to any other Person, other than Invention Assignment Agreements entered into between the Company and its employees, independent contactors or directors, in the case of clause (2), where such Technology or Intellectual Property Rights are material, (iii) includes any grant of an Intellectual Property License to any other Person by the Company (other than, with respect to this subsection (iii) only, non-exclusive licenses granted to any user of the Company Offerings in the Ordinary Course of Business pursuant to the Company's standard end user agreement(s), copies of which have been provided to Parent ("Standard EULAs"), or (iv) includes any grant of an Intellectual Property License to the Company by any other Person (other than, with respect to this subsection (iv) only, (x) Non-Negotiated Vendor Contracts, and (y) licenses for Open Source Software listed in Schedule 3.14(n) of the Company Disclosure Letter);

(e) any Contract that provides for the formation of a partnership or joint venture with any other Person;

(f) any Company Employee Agreement or other Contract providing for the employment by the Company of any director, officer, or employee, in each case, with an annual salary of at least $100,000 other than any that are terminable at will and without payment of severance;

(g) any Contract with any Contingent Worker for annual cash compensation expected to be in excess of $50,000 for 2021, or that cannot be terminated without material penalty with less than thirty (30) days' notice;

(h) any Contract providing for any severance, change of control, retention or similar payments or benefits;

(i) any indenture, mortgage, trust deed, promissory note, loan agreement, security agreement, guarantee or other Contract for the borrowing of money, a line of credit, a leasing transaction of a type required to be capitalized in accordance with GAAP or evidencing any other Indebtedness of the Company;

(j) any agreement containing covenants of the Company that prohibit the Company from competing in any line of business or geographic area that would be reasonably expected to be material to the Company, taken as a whole;

(k) any Contract under which the Company grants any rights of refusal, rights of first negotiation or similar rights to any Person;

(l) any Contract that following the Closing would or would purport to require Parent or any of its Affiliates to grant any Intellectual Property License because they are

Affiliates of the Surviving Corporation and its Subsidiaries after the First Merger and of the Surviving Enitity and its Subsidiaries after the Second Merger;

(m) any Contract with any labor union or any collective bargaining agreement or similar Contract with the Company's employees;

(n) any Contract providing for the settlement or other resolution of any Action or threatened Action (including any agreement under which any employment-related claim is settled);

(o) (i) any material Contract that includes an obligation by the Company to indemnify any other Person against any claim of infringement, misappropriation, misuse, dilution or violation of any Intellectual Property Rights or Technology, and (ii) any other Contract of guarantee, support, assumption, or endorsement of, or any similar commitment, in each case, except (y) to the extent that such Contract is consistent with the Ordinary Course of Business; and (z) Non-Negotiated Vendor Contracts or Standard EULAs;

(p) any Contract pursuant to which the Company has acquired a business or entity, any securities of any entity, or any significant portion of the assets of a business or entity, whether by way of merger, consolidation, amalgamation, plan or scheme of arrangement, purchase of stock, purchase of assets, license or otherwise;

(q) any Contract that involves the sharing of profits with other Persons or the payment of royalties or referral fees to any other Person, excluding Non-Negotiated Vendor Contracts;

(r) any Contract imposing any support, maintenance or service obligations on the part of the Company that has been entered into outside of the Ordinary Course of Business and involves annual payments in excess of $50,000;

(s) any Contract that provides for any interest rate or currency, swap, cap, collar or other derivative or hedging arrangement;

(t) any Contract that contains an earn-out or other similar obligation; and

(u) any Contract or subcontract to which any Governmental Authority, university, college other educational institution or research center is a party.

True, correct and complete copies of each Company Material Contract (including schedules, exhibits and amendments thereto), or summaries of any oral Company Material Contract, have been made available to Parent.

3.13 No Default; No Restrictions.

(a) Each of the Company Material Contracts is in full force and effect and is enforceable against the Company and, to the Company's Knowledge, each other party thereto, in accordance with its terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to rights of

creditors generally, and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies. The Company has performed in all material respects all of the material obligations required to be performed by it, and is not alleged in writing to be in material default in respect of, any Company Material Contract. To the Knowledge of the Company, no event of default or event, occurrence, condition or act, which, with the giving of notice, the lapse of time or the happening of any other event or condition, would reasonably be expected to (1) become a material default or material event of default under any Company Material Contract, or (2) give any third party (A) the right to declare a material breach under any Company Material Contract or (B) the right to accelerate the maturity or performance of any obligation of the Company under any Company Material Contract. The Company has not received any written, or, to the Knowledge of the Company, oral notice or other communication regarding any actual or possible material violation or material breach of or material default under, or intention to cancel or modify in any material respect, any Company Material Contract.

3.14 Intellectual Property.

(a) Schedule 3.14(a) of the Company Disclosure Letter sets forth a true, correct and complete list of all material Registered Company Intellectual Property Rights. For each such item of Registered Company Intellectual Property Rights, Schedule 3.14(a) of the Company Disclosure Letter lists (A) the record owner of such item, and, if different, the legal owner and beneficial owner of such item, (B) the jurisdiction in which such item is issued, registered or pending, (C) the issuance, registration or application date and number of such item, and (D) for each Domain Name registration, the applicable Domain Name registrar, the name of the registrant and the expiration date for the registration.

(b) All necessary fees and filings with respect to any material Registered Company Intellectual Property Rights have been timely submitted to the relevant Governmental Authorities and Domain Name registrars to maintain such Registered Company Intellectual Property Rights in full force and effect. No issuance or registration obtained and no application filed by the Company for any Intellectual Property Rights has been cancelled, abandoned, allowed to lapse or not renewed, except where the Company has decided to cancel, abandon, allow to lapse or not renew such issuance, registration or application in its reasonable determination that such Intellectual Property Rights are not material to the Company Business. The Registered Company Intellectual Property Rights are, and, as of and immediately following the Effective Time, will be, subsisting and enforceable and, to the Knowledge of the Company, valid, and, to the Knowledge of the Company, there are no facts or circumstances that would render any Registered Company Intellectual Property Rights invalid or unenforceable.

(c) The Company is the sole and exclusive owner of all right, title and interest in and to (i) all Registered Company Intellectual Property Rights, (ii) all other Company Intellectual Property Rights owned by the Company, and (iii) all Company Technology owned by the Company (clauses (i), (ii), and (iii) collectively, the "Owned Company IP"), free and clear of all Encumbrances (except for Permitted Encumbrances). The Company has the sole and exclusive right to bring a claim or suit against a third party for infringement or misappropriation of Owned Company IP. The Company has not (i) transferred to any Person ownership of, or granted any exclusive license with respect to, any Intellectual Property Rights that are or would have been, but for such transfer or grant, Company Intellectual Property Rights or (ii) permitted

the rights of the Company in any Intellectual Property Rights that are or were, at the time, material Company Intellectual Property Rights to lapse or enter into the public domain. The Company is not subject to any claim, proceeding or outstanding decree, order, judgment, stipulation or Contract restricting in any material manner, the use, transfer, or (except for non-exclusive licenses granted pursuant to Intellectual Property Licenses listed in Schedule 3.12(d)(iii) of the Company Disclosure Letter or Standard EULAs) licensing of any Owned Company IP or Company Intellectual Property Rights exclusively licensed to the Company ("Exclusively Licensed Company IP") by the Company, or which may affect the use or enforceability of, or challenging the use, ownership, validity or enforceability of, any material Owned Company IP or any Exclusively Licensed Company IP. All Company Intellectual Property Rights and Company Technology that are not Owned Company IP ("Licensed IP") and that are material to the Company are licensed to the Company pursuant to (A) Intellectual Property Licenses contained in the Contracts listed on Schedule 3.12(d) of the Company Disclosure Letter, (B) Open Source Software licenses listed in Schedule 3.14(n) of the Company Disclosure Letter, or (C) Non-Negotiated Vendor Contracts that have been made available to Parent. The Company has (and will continue to have immediately following the Closing) valid and continuing rights (under such Contracts) to use, license and otherwise exploit, as the case may be, all Licensed IP as the same are currently used, licensed and otherwise exploited by the Company.

(d) All Owned Company IP is fully and freely transferable and assignable and may be transferred and assigned to Parent without restriction and without payment of any kind to any third Person.

(e) To the Knowledge of the Company, the Owned Company IP and the Licensed IP constitute all of the Intellectual Property Rights and Technology that are used in or are necessary, and are sufficient, to enable the Company to conduct the Company Business, including the design, development, manufacture, use, marketing, import for resale, distribution, licensing out and sale of any Company Offering, to the extent conducted within the twelve (12) months preceding the Agreement Date.

(f) None of the material Registered Company Intellectual Property Rights have been or are subject to any interference, derivation, reexamination (including ex parte reexamination, inter partes reexamination, inter partes review, post grant review or Covered Business Method (CBM) review), cancellation, or opposition proceeding.

(g) Schedule 3.14(g) of the Company Disclosure Letter sets forth a true and correct list of all material Intellectual Property Licenses granted expressly under Patents (i) from another Person to the Company, and (ii) from the Company to another Person.

(h) Copies of the Standard EULA and any other of the Company's standard form(s), including attachments (collectively, the "Standard Form Agreements") have been made available to Parent.

(i) To the Knowledge of the Company, neither the conduct of the Company Business by the Company, nor any activity by the Company, nor any Company Offering (including the design, development, use, practice, offering, licensing, provision, import,

branding, advertising, promotion, marketing, sale, distribution, making available, or other exploitation of any Company Offering) (i) has been or is infringing, misappropriating (or resulting from the misappropriation of), diluting, using or disclosing without authorization, or otherwise violating any Intellectual Property Rights of any third Person, (ii) has been or is contributing to or inducing any infringement, misappropriation, or other violation of any Intellectual Property Rights of any third Person, or (iii) has been or is constituting unfair competition or trade practices under the Laws of any relevant jurisdiction.

(j) There are no written claims pending or, to the Knowledge of the Company any other claims pending or threatened, against the Company, and the Company has not received any written notice from any Person, in each case (i) alleging any infringement, misappropriation, misuse, dilution, violation, or unauthorized use or disclosure of any Intellectual Property Rights or Technology or unfair competition by the Company, (ii) inviting the Company to take a license under any Intellectual Property Rights or consider the applicability of any Intellectual Property Rights to any Company Offerings or the conduct of the Company Business or (iii) challenging the ownership, use, validity or enforceability of any Owned Company IP or Exclusively Licensed Company IP. To the Knowledge of the Company, there is no basis for any Person to make any such allegation, invitation, or challenge. To the Knowledge of the Company, the Company has no reason to believe that any such claim is or may be forthcoming.

(k) To the Knowledge of the Company, no Person is infringing, misappropriating, misusing, diluting or violating any Owned Company IP or Exclusively Licensed Company IP. The Company has not made any written or unwritten claim against any Person alleging any infringement, misappropriation, misuse, dilution or violation of any Owned Company IP, Exclusively Licensed Company IP or Company Offering.

(l) Neither this Agreement nor the transactions contemplated by this Agreement, including the assignment to the Surviving Entity by operation of Law of any Intellectual Property Licenses to which the Company is a party, will result in: (i) Parent or any of its Affiliates granting to any third Person any right to or with respect to any Intellectual Property Rights owned by, or licensed to any of them (other than rights granted by the Company a on or prior to the Closing Date under Intellectual Property Rights held by the Company as of the Closing Date) or being required to provide any source code for any Company Offering to any third Person, (ii) Parent, the Company or any of their respective Affiliates being bound by, or subject to, any non-compete or other restriction on its freedom to engage in, participate in, operate or compete in any line of business, or (iii) Parent, the Company or any of their respective Affiliates being obligated to pay any royalties or other license fees with respect to Intellectual Property Rights of any third Person in excess of those payable by the Company in the absence of this Agreement or the transactions contemplated hereby.

(m) To the Knowledge of the Company, the Company has taken commercially reasonable measures to protect all Proprietary Information of the Company and all Proprietary Information of any third Person in the Company's possession or control, or to which the Company has access, in each case, with respect to which the Company has a confidentiality obligation. The Company has not authorized such Proprietary Information to be disclosed nor has the Company actually disclosed such Proprietary Information to any Person other than pursuant to a written confidentiality Contract restricting the disclosure and use of such

Proprietary Information. Each current and former employee, director, and individual independent contractor of the Company that has been involved in the authorship, invention, creation, conception or other development of any Company Technology has entered into an enforceable written non-disclosure and invention assignment Contract with the Company that assigns to the Company all Intellectual Property Rights and Technology authored, invented, created, conceived, or otherwise developed by such employee, independent contractor, or director in the scope of his or her employment or engagement with the Company (an "Invention Assignment Agreement") in a form made available to Parent prior to the Agreement Date. No current or former employee, individual independent contractor or director of the Company that entered into an Invention Assignment Agreement has (i) excluded any Technology (or any Intellectual Property Rights in or to any Technology) authored, invented, created, conceived, or otherwise developed prior to their employment or engagement with the Company from their assignment of inventions pursuant to such Person's Invention Assignment Agreement that relates to the Company Business and would be material thereto, (ii) alleged to the Company or, to the Knowledge of the Company, any third Person, ownership or other exclusive rights by such employee, independent contractor or director, in any Technology authored, invented, created, conceived or otherwise developed by such employee, independent contractor or director in the scope of their employment or engagement with the Company, or (iii) failed to waive all moral rights held by such employee, independent contractor or director, in any Technology authored, invented, created, conceived or otherwise developed by such employee, independent contractor or director, in the scope of their employment or engagement with the Company in favor of the Company. Without limiting the foregoing, all rights in, to and under all Intellectual Property Rights and Technology created by the Company's founders for or on behalf of or in contemplation of the Company (or the Company's business) prior to their commencement of employment with the Company that relate to the Company Business have been duly and validly assigned to the Company. All other current and former consultants and contractors of the Company that have been involved in the authorship, invention, creation, conception or other development of any Company Technology have entered into an enforceable written agreement with the Company pursuant to which such consultant or contractor assigns all of their rights, title and interest in and to such Company Technology, and all Intellectual Property Rights therein, to the Company.

(n) Schedule 3.14(n) of the Company Disclosure Letter sets forth a true and correct list of all material third party Software (other than Open Source Software listed in Schedule 3.14(o) of the Company Disclosure Letter) that is (i) incorporated or embedded in or linked or bundled with any Company Software or (ii) except for Software licensed under Non-Negotiated Vendor Contracts, otherwise used by the Company in and is material to the Company Business (and, for each item required to be listed in subschedules (i) or (ii), the name of the licensor or owner of the Software and the Contract under which Software is licensed). None of the source code or related materials for any Company Software has been licensed or provided to, or used or accessed by, any Person other than employees, directors and independent contractors of the Company who have entered into written confidentiality obligations with the Company with respect to such source code or related materials. The Company is not a party to any source code escrow Contract or any other Contract (or a party to any Contract obligating the Company to enter into a source code escrow Contract or other Contract) requiring the deposit of any source code for any Company Software, or that will otherwise result in, or entitle any Person to demand,

the disclosure, delivery or license of any source code for any Company Offering to any Person. Neither this Agreement nor the transactions contemplated by this Agreement will result in, or entitle any Person to demand, the disclosure, delivery or license of any source code for any Company Software to any Person.

(o) Schedule 3.14(o) of the Company Disclosure Letter sets forth a list of all Open Source Software subject to a Copyleft License that has been embedded in, linked to, or incorporated or combined with any Company Software or any Company Offering. Schedule 3.14(o) of the Company Disclosure Letter also lists the applicable license for each such item of Open Source Software subject to a Copyleft License and indicates whether any such Open Source Software subject to a Copyleft License has been modified or distributed by the Company. The Company complies with all license terms applicable to any item of Open Source Software that has been embedded in, linked to, or incorporated or combined with any Company Software or any Company Offering, including such Open Source Software disclosed, or required to be disclosed, in this Section 3.14(o) of the Company Disclosure Letter.

(p) The Company has not included, incorporated or embedded in, linked to, combined with or distributed or made available with or used in the delivery or provision of any Company Software or any Company Offering any Open Source Software in a manner that (i) violates any Intellectual Property License applicable to such Open Source Software, (ii) subjects any Company Software to any Copyleft License or that requires the licensing of any Company Intellectual Property Rights, or any portion of any Company Offering other than such unmodified Open Source Software, for the purpose of making derivative works, (iii) requires the disclosure or distribution in source code form of any Company Intellectual Property Rights, including any portion of any Company Offering other than such unmodified Open Source Software, (iv) imposes any restriction on the consideration to be charged for the distribution of any Company Intellectual Property Rights, (v) creates obligations for the Company with respect to, or grants to any third Person, any rights or immunities under Company Intellectual Property Rights other than with respect to such unmodified Open Source Software, or (vi) imposes any other limitation, restriction or condition on the right of the Company to use or distribute any Company Intellectual Property Rights other than with respect to such unmodified Open Source Software.

(q) The Company Software and Company Offerings are free from any material defect or bug, or material programming, design or documentation error and none of the Company Software or Company Offerings constitutes or, to the Knowledge of the Company, contains any Contaminants, and the Company has taken reasonable measures to ensure that the Company Software and Company Offerings are free from Contaminants. Except in accordance with the applicable privacy policies of the Company and applicable Laws, none of the Company Software or the Company Offerings (A) sends information of a user to another Person without the user's consent, (B) records a user's actions without such user's knowledge or (C) employs a user's Internet connection without such user's knowledge to gather or transmit information regarding such user or such user's behavior. The Company has not received written notice of any material claims asserted against the Company or any of its customers or distributors related to Company Offerings or Company Intellectual Property Rights. The Company has neither

received written notice of any requirement, nor has otherwise been required to, recall any Company Offerings.

(r) (i) No government funding and no facilities of any university, college, other educational institution or research center were used in the development of any Owned Company IP that is material to the Company Business, and (ii) no Governmental Authority or any university, college, other educational institution or research center owns, has any other rights in or to (including through any Intellectual Property License), or has any option to obtain any rights in or to, any Owned Company IP, except for any non-exclusive license or any license granted pursuant to any Standard Agreement. To the Knowledge of the Company, no employee of the Company who has been involved in the creation or development of any Technology or Intellectual Property Rights for the Company has performed services for the government, university, college, or other educational institution or research center during a period of time during which such employee was also performing services for the Company. The Company is not and has never been a member or promoter of, or a contributor to, any industry standards body or similar organization which, as a result thereof, has a legal right to compel the Company to grant or offer to any other Person any license or right to any Owned Company IP.

(s) The consummation of the transactions contemplated by this Agreement will not result in the loss or impairment of any right of the Company to own, use, practice or otherwise exploit any Company Intellectual Property Rights or Company Technology. Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement or any agreement ancillary thereto, will, pursuant to any Contract to which the Company is a party or otherwise bound, result in the transfer or grant by the Company or Parent or any of their respective Affiliates to any Person (other than Parent and its Affiliates) of any ownership interest or Intellectual Property License with respect to any Company Intellectual Property Rights or Company Technology or any Intellectual Property Rights or Technology of Parent or any of its Affiliates.

3.15 Privacy and Data Protection.

(a) The Company has provided materially accurate and complete disclosures with respect to its privacy policies and privacy practices, including providing any type of material notice and obtaining any type of material consent required by Privacy Laws applicable to the Company. Such disclosures do not contain any material omissions related to the privacy policies and privacy practices of the Company.

(b) The Company has at all times (i) complied in all material respects with all applicable Privacy Laws, and (ii) complied in all material respects with all of the Company's policies regarding privacy and data security, including (A) all privacy policies and similar disclosures published on the Company Web Sites, (B) any notice to or consent from the provider or subject of Personal Information or User Data, and (C) any contractual commitment made by the Company with respect to such Personal Information and User Data.

(c) Schedule 3.15(c) of the Company Disclosure Letter identifies all material categories of Personal Information collected by the Company and sets forth all places, whether physical or electronic, where material Personal Information is stored.

(d) The Company has taken organizational, physical, administrative and technical measures materially consistent with standards prudent in the industry in which the Company operates, any existing contractual commitment made by the Company that is applicable to Personal Information or User Data, any written policy adopted by the Company, including the Company's privacy policy published by the Company to the Persons to whom the Personal Information or User Data relates, and the Company's information security program reasonably designed to protect (i) the integrity, security and operations of the IT Systems, and (ii) any of the IT Systems, transactions executed thereby, data owned by the Company or provided by the Company's customers, and Personal Information and User Data against loss and against damage, accidental loss or destruction, unauthorized or unlawful access, use, modification, disclosure or other misuse. The Company has implemented reasonable procedures to detect data security breaches and unauthorized access or unauthorized use of the IT Systems, Personal Information, User Data, and data owned by the Company or provided by the Company's, including by its employees, independent contractors and third-party service providers that have access to Personal Information or User Data.

(e) Except for disclosures of information required by Privacy Laws, described in the Company's privacy policies, or authorized by the provider of Personal Information or User Data, the Company has not shared, sold, rented or otherwise made available, and are not sharing, selling, renting or otherwise making available, to third parties any Personal Information or User Data, in each case, as would be material to the Company.

(f) The Company has all material rights required to use, reproduce, modify, create derivative works of, license, sublicense, distribute and otherwise exploit the data contained in the Company Data, including in connection with the operation of the business of the Company.

(g) The Company has not received written notice of any claims of, or Actions or threatened Actions related to, data security breaches, unauthorized access or use of any of the IT Systems, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Personal Information or User Data or data owned by the Company or provided by the Company's customers, and, to the Knowledge of the Company, there are no facts or circumstances which could reasonably serve as the basis for any such allegations or claims. To the Knowledge of the Company, the Company has not experienced any data breach or security incident involving any Personal Information and/or User Data and has not notified, or been required to notify, any Person of any information security breach or incident involving Personal Information or User Data. The Company has not received any written notice of any Actions or threatened Actions, claims, investigations or alleged violations of, Privacy Laws with respect to Personal Information or User Data from any Person, to the Knowledge of the Company, there is no such ongoing Action or investigation, and, to the Knowledge of the Company, there are no facts or circumstances which could form the basis for any such Action, claim, investigation or allegation.

(h) The Company has not transferred any material Personal Information and/or User Data across any international borders except in compliance with applicable Privacy Laws.

(i) The Company has not distributed and does not distribute marketing communications to any Person, except materially in accordance with Privacy Laws, and opt-in consent has been obtained from all Persons in the European Union to marketing by electronic means in accordance with Privacy Laws.

3.16 Compliance with Laws.

(a) In the past two (2) years, the Company has complied in all material respects, and is in material compliance, with all applicable Laws.

(b) The Company holds all permits, licenses and approvals from, and has made all filings with, Governmental Authorities that are required to conduct the Company Business in compliance in all material respects with applicable Law and applicable Contracts, except where the absence of any such permits, licenses or approvals or the failure to make any such filings would not be material to the Company and its business taken as a whole ("Governmental Permits"), and all such Governmental Permits are valid and in full force and effect. The Company has not received any written notice or other written communication, or to the Knowledge of the Company, any oral notice or other oral communication, from any Governmental Authority regarding (i) any actual or possible material violation of Law or any Governmental Permit or any material failure to comply with any term or requirement of any Governmental Permit or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or material modification of any material Governmental Permit.

(c) All materials, products and services distributed or marketed by the Company have at all times made all material disclosures to users or customers required by Law, and none of such disclosures made or contained in any such materials, products or services have been inaccurate, misleading or deceptive in any material respect.

3.17 Employees, ERISA and Other Compliance. Schedule 3.17(a)-1 of the Company Disclosure Letter accurately lists all current employees of the Company as of the Agreement Date, and for each such employee, his or her: (i) job position or title, (ii) annualized base salary or hourly wage (as applicable), (iii) annual commission opportunity or bonus potential, (iv) classification as full-time, part-time, temporary or seasonal employee, (v) classification as exempt or non-exempt under applicable state, federal or foreign overtime regulations, (vi) accrued but unused vacation, (vii) visa type (if any), (viii) commencement date of employment with the Company, (ix) work location, (x) severance entitlements, if any, (xi) active or inactive status (including anticipated return to work date), and (xii) the total amount of bonus, severance, retention, change in control and/or other amounts to be paid to such employee at the Closing or otherwise in connection with the transactions contemplated hereby. Schedule 3.17(a)-2 of the Company Disclosure Letter accurately lists all individual independent contractors, consultants, and leased workers of the Company as of the Agreement Date ("Contingent Workers"), and for each such Contingent Worker, his or her: (A) terms of compensation (hourly or other), (B) commencement date with the Company or any Affiliate of the Company, (C) category of services provided; (D) notice required to terminate the relationship; (E) whether engaged directly or through a third party; and (F) average hours worked per week to the extent compensated by the hour.

(b) The Company has within the past two (2) years, and except as would not reasonably be expected to have a Material Adverse Effect, correctly classified and paid employees as exempt employees and nonexempt employees under the Fair Labor Standards Act and other Laws. To the Knowledge of the Company, all employees of the Company are, and have been since their respective start of employment by the Company, legally permitted to be employed by the Company in the jurisdiction in which such employee is employed in their current job capacities for the maximum period permitted by Law. All independent contractors providing services to the Company have been properly classified and paid as independent contractors for purposes of federal and applicable state Tax Laws, Laws applicable to employee benefits and other Laws, except as would not reasonably be expected to have a Material Adverse Effect. The Company has no employment or consulting Contracts currently in effect that are not terminable at will (other than agreements with the sole purpose of providing for the confidentiality of Proprietary Information or assignment of inventions).

(c) Except as would not reasonably be expected to have a Material Adverse Effect, the Company: (i) is, and for the past two (2) years, has been, in compliance in all material respects with all Laws respecting labor, employment, and employment practices, including, without limitation, terms and conditions of employment, discrimination, harassment, retaliation, employee safety and wages and hours, overtime pay, payroll documents, equal opportunity, immigration compliance, occupational health and safety, termination or discharge, plant closing and mass layoff requirements, affirmative action, workers' compensation, disability, unemployment compensation, whistleblower laws, collective bargaining, the proper classification and treatment of employees as exempt or non-exempt and the proper classification and treatment of independent contractors, health care continuation requirements of COBRA, the requirements of the Family and Medical Leave Act of 1993, as amended, the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and any similar provisions of state Law, (ii) has withheld, paid and reported all amounts required by Law or by Contract to be withheld, paid and reported with respect to compensation, wages, salaries and other payments to employees or independent contractors of the Company, (iii) is not liable for any arrears of wages or any material Taxes or any penalty for failure to comply with any Law, and (iv) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security or any other applicable social insurance, or other benefits or obligations for employees of the Company (other than routine payments to be made in the Ordinary Course of Business). There are no pending or, to the Knowledge of the Company, threatened Actions against the Company or any of its Affiliates under any workers' compensation policy or long-term disability policy.

(d) The Company is not a party to or currently negotiating any collective bargaining or similar agreement with any labor union or organization, nor are any organized groups of its employees represented by any labor union. To the Company's Knowledge, there is no, and in the past two (2) years there has been no, pending or threatened, labor dispute, work slowdown, work stoppage, strike, investigation by a Governmental Authority, involving the Company. To the Knowledge of the Company, no employee of the Company currently intends to terminate his or her employment with the Company and no employee of the Company has received an offer to join a business that may be competitive with the Company Business.

(e) The Company is in compliance with the requirements of the Immigration Reform Control Act of 1986 and has a complete and accurate copy of U.S. Citizenship and Immigration Services Form I-9 for each of its employees.

(f) The Company is not, or has been within the past two (2) years, a party to any Action, or received written notice of any threatened Action, in which the Company is alleged to have violated any Contract or Law relating to employment, including equal opportunity, discrimination, retaliation, harassment, immigration, wages, hours, unpaid compensation, classification of employees as exempt from overtime or minimum wage Laws, classification or workers as independent contractors, benefits, collective bargaining, the payment of social security and similar Taxes, occupational safety and health, and/or privacy rights of employees.

(g) To the Knowledge of the Company, there is no pending or threatened material investigation or audit by a Governmental Authority responsible for the enforcement of labor, immigration or employment regulations and, during the past two (2) years the Company has not received notice of any such investigation or audit. For the past two (2) years, the Company has not been found by any Governmental Authority to have engaged in any unfair labor practice, as defined in the National Labor Relations Act (29 U.S.C. § 151 et seq.) or other applicable Laws.

(h) In the past two (2) years, there has been no "mass layoff," "employment loss," or "plant closing" as defined by the WARN Act or any other Law in respect of the Company and the Company has not been affected by any transaction or engaged in any lay-offs or employment terminations sufficient in number to trigger application of any such Law.

(i) No material employee layoff, material facility closure or shutdown (whether voluntary or by order), reduction-in-force, furlough, temporary layoff, material work schedule change or reduction in hours, or reduction in salary or wages, or other material workforce changes affecting employees or independent contractors of the Company has occurred within the twelve months prior to the date hereof, including as a result of COVID-19 or any Law, Order, directive, guidelines or recommendations by any Governmental Authority in connection with or in response to COVID-19. The Company has not otherwise experienced any material employment-related liability with respect to COVID-19 Measures and no material group of employees or independent contractors of the Company is unable to perform his or her job duties due to COVID-19. The Company is in compliance with (including records, training, notices, and other requirements) all Law, Orders, or directives, by any Governmental Authority in connection with or in response to COVID-19.

(j) To the Knowledge of the Company, no employee or independent contractor of the Company is in violation of (i) any term of any employment or independent contractor Contract or (ii) any term of any other Contract or any restrictive covenant relating to the right of any such employee or independent contractor to be employed by or to render services to the Company or to use Proprietary Information of others. To the Knowledge of the Company, the employment of any employee or engagement of any independent contractor by the Company does not subject them to any Liability to any third party.

(k) All employees of the Company are employed at will. For the avoidance of doubt, an employee is considered to be employed at will if he or she is not employed for a definite period of time and his or her employment may be terminated at any time with or without notice and with or without cause.

(l) In the past two (2) years, the Company has not been a party to a settlement agreement with a current or former employee or independent contractor that relates primarily to allegations of sexual harassment or sexual misconduct. In the past two (2) years, to the Knowledge of the Company, no allegations of sexual harassment or sexual misconduct have been made against any officer, director or employee of the Company in his or her capacity as an officer, director or employee.

(m) The Company is not subject to any affirmative action obligations under any Law, including, but not limited to, Executive Order 11246, nor is a government contractor or subcontractor for purposes of any Law with respect to the terms and conditions of employment, including, but not limited to, the Service Contracts Act or prevailing wage Laws.

(n) Schedule 3.17(n) of the Company Disclosure Letter sets forth a true, complete and correct list of every material Company Employee Plan and Company Employee Agreement (each, whether or not listed on Schedule 3.17(n), a "Company Benefit Arrangement" and collectively, the "Company Benefit Arrangements").

(o) True, complete and correct copies of the following documents, with respect to each Company Benefit Arrangement, where applicable, have been made available to Parent: (i) all documents embodying or governing such Company Benefit Arrangement and any funding medium for the Company Benefit Arrangement; (ii) the most recent IRS determination or opinion letter; (iii) the most recently filed IRS Form 5500; (iv) the most recent actuarial valuation report; (v) the most recent summary plan description (or other descriptions provided to employees) and all summaries of material modifications related thereto; (vi) the last three years of non-discrimination testing results, and (vii) all non-routine correspondence to and from any state or federal agency.

(p) Each Company Benefit Arrangement that is intended to qualify under Section 401(a) of the Code is so qualified and is the subject of a favorable determination or approval letter from the IRS, or may rely on an opinion or advisory letter issued by the IRS with respect to a prototype or volume submitter plan adopted in accordance with the requirements for such reliance, and, to the Knowledge of the Company, no event or omission has occurred that would cause any such Company Benefit Arrangement to lose such qualification or require action under the IRS Employee Plans Compliance Resolution System program in order to maintain such qualification.

(q) Each Company Benefit Arrangement is, and has been operated and administered in all material respects in accordance with applicable Laws and with its terms. No Company Benefit Arrangement is, or within the past two (2) years has been, the subject of an application or filing under a government sponsored amnesty, voluntary compliance, or similar program, or been the subject of any self-correction under any such program. No litigation or governmental administrative proceeding or audit (other than those relating to routine claims for

benefits, appeals of such claims and domestic relations order proceedings) is pending or, to the Knowledge of the Company, threatened with respect to any Company Benefit Arrangement, and, to the Knowledge of the Company, there is no reasonable basis for any such litigation or proceeding. All payments and/or contributions required to have been made by the Company with respect to all Company Benefit Arrangements either have been made or have been accrued in accordance with the terms of the applicable Company Benefit Arrangement and applicable Law. The Company Benefit Arrangements satisfy in all material respects the minimum coverage, affordability and non-discrimination requirements under the Code, except as would not reasonably be expected to have a Material Adverse Effect.

(r) Neither the Company nor any ERISA Affiliate has ever maintained, contributed to, or been required to contribute to (i) any employee benefit plan that is or was subject to Title IV of ERISA, Section 412 of the Code, Section 302 of ERISA, (ii) a Multiemployer Plan, (iii) any funded welfare benefit plan within the meaning of Section 419 of the Code, (iv) any "multiple employer plan" (within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code), or (v) any "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA), and neither the Company nor any ERISA Affiliate has ever incurred any Liability under Title IV of ERISA that has not been paid in full.

(s) Neither the Company nor any ERISA Affiliate provides or has any obligation to provide health care or any other non-pension benefits to any employees after their employment is terminated (other than as required by Part 6 of Subtitle B of Title I of ERISA or similar state law) and the Company has never promised to provide such post-termination benefits.

(t) Each Company Employee Plan may be amended, terminated, or otherwise modified by the Company to the greatest extent permitted by applicable Law. Neither the Company nor any of its ERISA Affiliates has announced its intention to modify or terminate any Company Benefit Arrangement or adopt any arrangement or program which, once established, would come within the definition of a Company Benefit Arrangement. Each asset held under each Company Benefit Arrangement may be liquidated or terminated without the imposition of any redemption fee, surrender charge or comparable liability other than ordinary administrative expenses.

(u) No Employee Plan is subject to the laws of any jurisdiction outside the United States.

3.18 Books and Records.

(a) The Company maintains business records, financial books and records, personnel records, ledgers, sales accounting records, tax records and related work papers and other books and records of the Company (collectively, the "Books and Records") that, to the extent consistent with customary practice for similarly situated companies, accurately and fairly reflect, in all material respects, the business activities of the Company.

(b) The minute books of the Company made available to Parent accurately reflect all corporate action previously taken by the stockholders, the board of directors and

committees of the board of directors of the Company. Schedule 3.18(b) of the Company Disclosure Letter sets forth a list of all of the current officers and directors of the Company.

(c) Schedule 3.18(c) of the Company Disclosure Letter sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the Company maintains accounts of any nature and the names of all Persons authorized to draw thereon or make withdrawals therefrom.

3.19 Insurance. The Company maintains the policies of insurance and bonds set forth on Schedule 3.19 of the Company Disclosure Letter, which include all legally required workers' compensation and other insurance, correct and complete copies of which have been made available to Parent. Schedule 3.19 of the Company Disclosure Letter sets forth the name of the insurer under each such policy and bond, the type of policy or bond, policy number and the term and amount of coverage thereunder. There is no material claim of the Company pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed in writing by the underwriters of such policy or bond or for which its total value (inclusive of defense expenses) would reasonably be expected to exceed the applicable policy limits. All premiums due and payable under all such policies and bonds have been timely paid, and the Company is otherwise in compliance in all material respects with the terms of such policies and bonds. All such policies and bonds remain in full force and effect and the Company has no Knowledge of any threatened termination of, or premium increase with respect to, any of such policies or bonds.

3.20 Environmental Matters. The Company and its predecessors have at all times been in compliance in all material respects with all applicable Environmental Laws. Over the past two (2) years, the Company has not received any written notice or other written communication, whether from a Governmental Authority, citizens groups, employee or otherwise, that alleges that the Company is not in material compliance with any Environmental Law. To the Knowledge of the Company, no current or prior owner of any property leased or possessed by the Company has received any written notice or other written communication, whether from a Governmental Authority, citizens group, employee or otherwise, that alleges that such current or prior owner or the Company is not in material compliance with any Environmental Law. All material Governmental Permits held by the Company pursuant to any Environmental Law (if any) are identified in Schedule 3.20 of the Company Disclosure Letter.

3.21 Customers and Suppliers.

(a) Schedule 3.21(a) of the Company Disclosure Letter sets forth the top fifteen (15) customers (or group of affiliated customers) of the Company based on revenue during each of (i) the twelve (12) months ending on December 31, 2020 and (ii) the year-to-date period ending on the last day of the calendar month immediately preceding the Agreement Date (each a "Significant Customer"). Since January 1, 2021, the Company has not received any written or, to the Knowledge of the Company, oral notice from any Significant Customer that such customer intends to terminate, breach or request a material modification to existing Contracts with the Company.

(b) Schedule 3.21(b) of the Company Disclosure Letter sets forth the top fifteen (15) vendors and suppliers of products and services to the Company based on amounts paid or payable by the Company to such vendors and suppliers during each of (i) the twelve (12) months ending on December 31, 2020 and (ii) the year-to-date period ending on the last day of the calendar month immediately preceding the Agreement Date (each, a "Significant Supplier"). The Company has not received any written or, to the Knowledge of the Company, oral notice from any Significant Supplier that such supplier intends to terminate, breach or not renew existing Contracts with the Company.

3.22 Accounts Receivable. Schedule 3.22(a) of the Company Disclosure Letter sets forth an accurate and complete aging of the Company's accounts receivable as of the Agreement Date in the aggregate and by customer. All such accounts receivable derive from bona fide sales transactions entered into in the Ordinary Course of Business and are payable on the terms and conditions set forth in the applicable Contract. Schedule 3.22(b) of the Company Disclosure Letter sets forth such amounts of accounts receivable as of the Agreement Date that are subject to claims asserted in writing by, and any other disputes asserted in writing with, customers and reasonably detailed information regarding asserted claims made since January 1, 2021, including the type and amounts of such claims.

3.23 Anti-Money Laundering Laws. The Company is, and for the past two (2) years has been, in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the United Kingdom Proceeds of Crime Act 2002 and all other applicable anti-money laundering and counter terrorist financing Laws.

3.24 Anti-Corruption and Anti-Bribery Laws.

(a) None of the Company or any of its directors, officers, or employees, or, to the Knowledge of the Company, any of their respective agents, independent contractors or representatives, or any other Person, in each case acting for or on behalf of the Company (in their capacities as such), has, directly or indirectly, in connection with the conduct of any activity of the Company:

(i) made, offered or promised to make any unlawful payment, loan or transfer of anything of value, including any reward, advantage or benefit of any kind, to or for the benefit of any Foreign Government Official, candidate for public office, political party or political campaign, or any official of such party or campaign, for the purpose of (A) influencing any official act or decision of such Foreign Government Official, candidate, party or campaign or any official of such party or campaign, (B) inducing such Foreign Government Official, candidate, party or campaign or any official of such party or campaign to do or omit to do any act in violation of a lawful duty, (C) obtaining or retaining business for or with any person, (D) expediting or securing the performance of official acts of a routine nature, or (E) otherwise securing any improper advantage;

(ii) paid, offered or agreed or promised to make or offer any unlawful bribe, payoff, influence payment, kickback, unlawful rebate or other similar unlawful payment of any nature;

(iii) made, offered, or agreed or promised to make or offer any unlawful contributions, gifts, entertainment or other unlawful expenditures;

(iv) established or maintained any unlawful fund of corporate monies or other properties;

(v) created or caused the creation of any false or inaccurate books and records related to any of the foregoing; or

(vi) otherwise violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§78dd-1, et seq. ("FCPA"), the United Kingdom Bribery Act of 2010 (the "Bribery Act") or any other applicable anti-corruption or anti-bribery Law.

(b) To the Knowledge of the Company, the Company has not undergone and is not undergoing, any audit, review, inspection, investigation, survey or examination by a Governmental Authority relating to the FCPA, the Bribery Act, anti-corruption, or anti-kickback activity. To the Knowledge of the Company, there are no threatened claims, nor presently existing facts or circumstances that would constitute a reasonable basis for any future claims, with respect to the FCPA, the Bribery Act, anti-corruption, or anti-kickback activity by the Company or its predecessors.

3.25 Trade Compliance.

(a) The Company has over the past two (2) years conducted its export, import and related transactions in accordance in all material respects with (i) all applicable U.S. export, re-export, import, anti-boycott, and economic sanctions Laws and regulations, including the Export Administration Regulations, the Arms Export Control Act, the International Traffic in Arms Regulations, the trade and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control, and (ii) all other applicable import and export control Laws and regulations in the other countries in which the Company conducts business ("Export Control Laws").

(b) The Company has, where required, obtained, and are in compliance in all material respects with, all export licenses and other required consents, authorizations, waivers, approvals, and orders, if any, and have made or filed any and all necessary notices, registrations, declarations and filings with any Governmental Authority, and have met the requirements of any applicable license exceptions or exemptions, as required in connection with the Company's (i) export and re-export of products, services, Software or other Technology, and (ii) releases of technical data, Software or other Technology to foreign nationals located in the United States and abroad ("Export Approvals").

(c) To the Knowledge of the Company, there are no pending or threatened inquiries, investigations, enforcement actions, voluntary disclosures or other claims against the Company with respect to Export Control Laws or Export Approvals.

(d) To the Knowledge of the Company, there are no actions, conditions or circumstances pertaining to the Company's export and import transactions that would reasonably be expected to give rise to any future Governmental Authority inquiries, investigations, enforcement actions, voluntary disclosures or other claims with respect to the Export Control Laws or Export Approvals.

(e) Section 3.25(e) of the Company Disclosure Letter sets forth, to the Knowledge of the Company, the true, complete and accurate Export Control Classification Numbers (or U.S. Munitions List Categories) applicable to the Company Offerings and the Company Technology.

(f) The Company has not, without first obtaining any necessary Export Approvals, exported or re-exported items subject to the Export Control Laws to any countries subject to U.S. embargo or trade sanctions or to entities identified on any U.S. governmental export exclusion lists, including the Denied Persons List, Entity List, Unverified List, Specially Designated Nationals List, and any other applicable lists maintained by the Departments of Treasury, State, or Commerce.

(g) Neither the Company nor any of its officers, directors, employees, independent contractors or any other Person acting for or on behalf of the Company (i) is a Person with whom transactions are prohibited or limited under any economic sanctions Laws, including those administered by any U.S. Governmental Authority (including the Office of Foreign Assets Control), the United Nations Security Council, the European Union or Her Majesty's Treasury, or (ii) within the last five years, has violated in any material respect any economic sanctions Laws. The Company has not, within the last five years, made any voluntary disclosures to U.S. Governmental Authorities under U.S. economic sanctions Laws, been assessed any fine or penalty under such Laws, or, to the Knowledge of the Company, been the subject of any governmental investigation or inquiry regarding compliance with such Laws.

3.26 Transaction Expenses. Except for Stonehammer Capital, LLC, no investment banker, broker, finder or similar party is or shall be entitled to any payment of any fees of expenses in connection with the origin, negotiation or execution of this Agreement or in connection with the Mergers or any other transaction contemplated by this Agreement based upon arrangements made by or on behalf of the Company at or prior to the Effective Time. The legal and accounting advisors and any other persons to whom the Company currently expects to owe fees and expenses that will constitute Transaction Expenses are set forth on Schedule 3.26 of the Company Disclosure Letter.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Parent and each Merger Sub represent and warrant to the Company that the statements contained in this Article 4 are true and correct.

4.1 Organization and Good Standing.

(a) Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the corporate power and authority to own, operate and lease its properties and to carry on its business as now conducted and as presently proposed to be conducted. Merger Sub I is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Merger Sub II is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Each of Parent, Merger Sub I and Merger Sub II is duly qualified or licensed to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except where the failure to be so qualified or licensed would not result in a Material Adverse Effect on Parent.

4.2 Power, Authorization and Validity.

(a) Power and Authority. Parent has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and each of the Parent Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Parent of this Agreement and each of the Parent Ancillary Agreements and the consummation by Parent of the transactions contemplated hereby or thereby have been duly and validly approved and authorized by all necessary corporate action on the part of Parent. Merger Sub I has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and each of the Merger Sub Ancillary Agreements to which it is to be party and to consummate the transactions contemplated hereby and thereby, subject to any required approval of Merger Sub I's sole stockholder. The execution, delivery and performance by Merger Sub I of this Agreement and each of the Merger Sub Ancillary Agreements to which it is to be party, and the consummation by Merger Sub I of the transactions contemplated hereby or thereby, have been duly and validly approved and authorized by all necessary corporate action on the part of Merger Sub I, subject to any required approval of Merger Sub I's sole stockholder (which approval will be obtained immediately following the execution of this Agreement). Merger Sub II has all requisite limited liability company power and authority to enter into, execute, deliver and perform its obligations under this Agreement and each of the Merger Sub Ancillary Agreements to which it is to be party and to consummate the transactions contemplated hereby and thereby, subject to any required approval of Merger Sub II's sole member (which approval will be obtained immediately following the execution of this Agreement). The execution, delivery and performance by Merger Sub II of this Agreement and each of the Merger Sub Ancillary Agreements to which it is to be party, and the consummation by Merger Sub II of the transactions contemplated hereby or thereby, have been duly and validly approved and authorized by all necessary limited liability company action on the part of Merger Sub II, subject to any required approval of Merger Sub II's sole member.

(b) No Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or any other Person is

necessary or required to be made or obtained by Parent or either Merger Sub to enable Parent and the Merger Subs to lawfully execute and deliver, enter into, and perform their respective obligations under this Agreement, each of the Parent Ancillary Agreements (as to Parent) and each of the Merger Sub Ancillary Agreements to be entered into by the applicable Merger Sub (as to the Merger Subs) or to consummate the transactions contemplated hereby or thereby, except for (i) such consents, approvals, orders, authorizations, registrations, declarations and filings, if any, that if not made or obtained by Parent or the Merger Subs would not reasonably be expected to result in a material adverse effect on Parent's or either Merger Sub's ability to consummate the Mergers or to perform their respective obligations under this Agreement, the Parent Ancillary Agreements (as to Parent) and the applicable Merger Sub Ancillary Agreements (as to the Merger Subs), (ii) the filing of the First Certificate of Merger and the Second Certificate of Merger with the Secretary of State of the State of Delaware and (iii) any filings required under applicable securities Laws.

(c) Enforceability. This Agreement has been duly executed and delivered by Parent and each Merger Sub. This Agreement and each of the Parent Ancillary Agreements are, or when executed by Parent shall be, assuming the due authorization, execution and delivery by the Company and the other Persons party hereto or thereto, valid and binding obligations of Parent, enforceable against Parent in accordance with their respective terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to rights of creditors generally and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies. This Agreement and each of the Merger Sub Ancillary Agreements to be entered into by a particular Merger Sub are, or when executed by the applicable Merger Sub shall be, assuming the due authorization, execution and delivery by the Company or the other Persons hereto or thereto, valid and binding obligations of such Merger Sub, enforceable against such Merger Sub in accordance with their respective terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to rights of creditors generally and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

4.3 No Conflict. Neither the execution and delivery of this Agreement, any of the Parent Ancillary Agreements (in the case of Parent) or any of the Merger Sub Ancillary Agreements to be entered into by the applicable Merger Sub (as to the Merger Subs) by Parent or the applicable Merger Sub, nor the performance by Parent or the applicable Merger Sub of their respective obligations hereunder or thereunder, the consummation of the Mergers or any other transaction contemplated hereby or thereby, shall conflict with, or (with or without notice or lapse of time, or both) result in a breach, violation of or an acceleration of an obligation or loss of material benefit, or constitute a default under (a) any provision of the certificate of incorporation or bylaws of Parent or Merger Sub I or the limited liability company agreement of Merger Sub II, each as currently in effect, (b) any material Contract to which Parent or any of its Subsidiaries is a party, (c) any Law applicable to Parent, either Merger Sub or any of their respective material assets or properties, or (d) any judgment, decree or order to which Parent or any of its Subsidiaries is subject, except in the case of clauses (b), (c) and (d), where such conflict, breach, impairment, violation or default would not reasonably be expected to adversely effect in any material respect Parent's or either Merger Sub's ability to consummate the Mergers or to perform

their respective obligations under this Agreement, the Parent Ancillary Agreements and the applicable Merger Sub Ancillary Agreements.

4.4 Capitalization.

(a) The authorized capital stock of Parent consists of (a) 188,500,000 shares of the Parent Common Stock, of which 57,700,000 shares are designated Class A Common Stock and 130,800,000 are designated Class B Common Stock and (b) 89,013,203 shares of Preferred Stock, of which 48,000,000 shares are designated Founders Preferred Stock, 17,287,440 shares are designated as Series A Preferred Stock, 4,989,221 shares are designated as Series B-1 Preferred Stock, 12,665,655 shares are designated as Series B Preferred Stock, and 6,070,887 shares are designated as Series C Preferred Stock. As of October 5, 2021, (i) 48,000,000 shares of Founders Preferred Stock were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, (ii) 17,287,440 shares of Series A Preferred Stock were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, (iii) 4,989,221 shares of Series B-1 Preferred Stock were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, (iv) 12,665,655 shares of Series B Preferred Stock were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, (v) 6,070,887 shares of Series C Preferred Stock were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, (vi) 9,500,000 shares of Parent Class A Common Stock were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, (vii) 10,716,924 shares of Parent Class B Common Stock were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, and (viii) 148,451 shares of Parent Class B Common Stock were reserved for future issuance under outstanding stock options issued pursuant to the Parent Stock Plan or available under the Parent's employee equity pool pursuant to the Parent Stock Plan.

4.5 Parent Shares. All shares of Parent Class B Common Stock to be issued pursuant to this Agreement will be, when issued in accordance with the terms of this Agreement for the consideration expressed herein, duly authorized and validly issued, fully paid and nonassessable, and will be free of restrictions on transfer other than restrictions set forth herein, under Parent's bylaws or under the Securities Act and any other applicable Law.

4.6 Interim Operations of Merger Subs. Each Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement.

4.7 Parent Financial Statements.

(a) Schedule 4.7 sets forth the Parent Financial Statements. The Parent Financial Statements: (a) are derived from the books and records of Parent and its Subsidiaries, (b) fairly present in all material respects the consolidated financial condition of Parent and its Subsidiaries at the dates therein indicated and the consolidated results of operations and cash flows of Parent and its Subsidiaries for the periods therein specified, and (c) have been prepared in accordance with GAAP, applied on a basis consistent with prior periods (except that the unaudited Parent Financial Statements do not have notes and are subject to normal recurring

year-end adjustments, the effect of which are not, individually or in the aggregate, expected to be material to Parent and its Subsidiaries). Neither Parent nor any of its Subsidiaries have any "off-balance sheet arrangement" within the meaning of Item 303 of Regulation S-K promulgated under the Securities Act. Parent maintains a system of internal accounting controls appropriate for a private company of Parent's size and stage that is intended to provide reasonable assurance that: (i) material transactions are executed in accordance with management's general or specific authorizations and (ii) material transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP. To the Knowledge of Parent, there have been no instances of fraud that occurred during any period covered by the Parent Financial Statements.

(b) Neither Parent nor any of its Subsidiaries have any liabilities, except for (i) those shown on the unaudited consolidated balance sheet of Parent and its Subsidiaries as of July 31, 2021, (ii) those that were incurred after July 31 2021 in the Ordinary Course of Business, (iii) liabilities not required to be reflected in the liabilities column of a balance sheet prepared in accordance with GAAP, (iv) those incurred pursuant to or in connection with the execution, delivery or performance of this Agreement or as a result of the transactions contemplated by this Agreement, including the Transaction Expenses, (iv) those that would not, individually or in the aggregate, be material to the business or operations of Parent, and (v) executory (including payment) obligations under any Contract (other than obligations in respect of breach of contract, breach of law or tort). This Section 4.7(b) shall not apply with respect to any liability arising out of the subject matter specifically addressed by the scope of another other representation or warranty of Parent in this Agreement (including, for the avoidance of doubt, any liability that is not required to be disclosed after giving effect to any knowledge or materiality (including Material Adverse Effect) qualifier, monetary threshold or date, time or other temporal limitation contained in such representation or warranty).

4.8 Litigation. To the Knowledge of each of Parent and the Merger Subs, as applicable, there is no material Action pending or threatened against the Parent or either of the Merger Subs (or to the Knowledge of each of Parent and the Merger Subs, as applicable, against any officer, director, employee or agent of Parent or either of the Merger Subs, as applicable, in his or her capacity as such or relating to his or her employment, services or relationship with Parent or the applicable Merger Sub). There is no material judgment, decree, injunction, rule or order of any Governmental Authority, arbitrator or mediator binding specifically on Parent or either of the Merger Subs or any of their respective assets or properties. Neither Parent nor either of the Merger Subs has any Action pending against any Governmental Authority or any other Person.

4.9 Compliance with Laws.

(a) Since January 1, 2020, each of Parent and the Merger Subs have complied in all material respects, and are in material compliance, with all applicable Laws.

(b) Each of Parent and the Merger Subs, as applicable, holds all permits, licenses and approvals from, and have made all filings with, Governmental Authorities that are required to conduct their respective businesses in compliance in all material respects with applicable Law and applicable Contracts ("Governmental Permits"), and all such Governmental Permits are valid and in full force and effect. Neither Parent nor either Merger

Sub has received any written notice or other written communication, or to the Knowledge of Parent or the applicable Merger Sub, any oral notice or other oral communication, from any Governmental Authority regarding (i) any actual or possible material violation of Law or any Governmental Permit or any material failure to comply with any term or requirement of any Governmental Permit or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any material Governmental Permit.

4.10 Availability of Funds. The Parent has sufficient cash or existing available borrowing capacity under committed borrowing facilities in immediately available funds to enable Parent to: (a) pay in full all amounts payable by Parent pursuant to Article 2; and (b) pay in full all fees, costs and expenses payable by Parent or either Merger Sub in connection with this Agreement and the consummation of the transactions contemplated hereby.

4.11 Absence of Material Adverse Effect. From July 31, 2021 through the Agreement Date, there has not been with respect to Parent any Material Adverse Effect.

4.12 Transaction Expenses. No investment banker, broker, finder or similar party is or shall be entitled to any payment of any fees of expenses in connection with the origin, negotiation or execution of this Agreement or in connection with the Mergers or any other transaction contemplated by this Agreement based upon arrangements made by or on behalf of Parent, the Merger Subs or any of their Affiliates at or prior to the Effective Time.

4.13 Tax Matters. Neither Parent nor any of its Affiliates has knowingly taken or agreed to take any action, nor does Parent or any of its Subsidiaries have knowledge of any fact or circumstance that could reasonably be expected, to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. Merger Sub II is disregarded as an entity separate from its owner, Parent, for U.S. federal income tax purposes.

4.14 No Other Representations or Warranties; Non-Reliance. Parent hereby acknowledges and agrees that, except for the representations and warranties expressly set forth in Article 3 (in each case as qualified and limited by the Disclosure Materials), (a) none the Company, any Affiliate of the Company or, any equityholder of the Company, or any other Person, has made or is making any express or implied representation or warranty with respect to the Company, any Affiliate of the Company, or any of the respective businesses or operations of the Company, or any Affiliate of the Company, including with respect to any information provided or made available to Parent, any equityholder, Subsidiary or Affiliate of Parent, or any other Person, or, except as otherwise expressly set forth in this Agreement, had or has any duty or obligation to provide any information to Parent, any Subsidiary or Affiliate of Parent, any equityholder of Parent, any Subsidiary or Affiliate of Parent, or any other Person, in connection with this Agreement, the the transactions contemplated hereby or otherwise, and (b) to the fullest extent permitted by law, none of the Company, any Affiliate of the Company, any equityholder of the Company, or any other Person, will have or be subject to any liability or indemnification or other obligation of any kind or nature to Parent, any Subsidiary or Affiliate of Parent, any equityholder of Parent, or any other Person, resulting from the delivery, dissemination or any other distribution to Parent, any Subsidiary or Affiliate of Parent, any equityholder of Parent, or any other Person, or the use by Parent, any Subsidiary or Affiliate of Parent, any equityholder of Parent, or any other Person, of any such information provided or made available to any of them

by the Company, any Affiliate of the Company, any equityholder of the Company, or any other Person, including any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material provided or made available to Parent, any Subsidiary or Affiliate of Parent, any equityholder of Parent, or any other Person, in "data rooms," confidential information memoranda, management presentations or otherwise in anticipation or contemplation of the transactions contemplated by this Agreement, and (subject to the express representations and warranties of the Company set forth in Article 3 (in each case as qualified and limited by the Company Disclosure Letter)) none of Parent, any Subsidiary or Affiliate of Parent, any equityholder of Parent, or any other Person, has relied on any such information (including the accuracy or completeness thereof).

ARTICLE 5

PARENT COVENANTS

5.1 Directors' and Officers' Liability.

(a) For a period of six years after the Closing Date, Parent will, and will cause the Surviving Entity to, fulfill and honor in all respects the obligations of the Company to each current (as of immediately prior to the Effective Time) and each former director, officer, employee or agent of the Company (each, a "Covered Person") relating to the indemnification thereof, pursuant to any indemnification provisions under the Charter Documents or any indemnification agreement as in effect on the Agreement Date (including provisions relating to contributions, advancement of expenses and the like), in each case, that have been made available to Parent (such obligations, the "Company Indemnification Obligations"), subject to any limitations imposed by applicable Law. The provisions of this Section 5.1 (i) are intended to be for the benefit of, and will be enforceable by, each Covered Person, and each such Covered Person's heirs, legatees, successors, and assigns (and the Parties expressly agree that such Persons will be third-party beneficiaries of this Section 5.1), and (ii) will survive the consummation of the Mergers.

(b) Parent shall be under no obligation to maintain the existence of the Surviving Entity for any specified period following the Second Effective Time; provided, however, that if the Surviving Entity shall be dissolved or its existence otherwise terminated, Parent or an Affiliate of Parent reasonably acceptable to the Representative shall assume the obligations set forth in this Section 5.1.

(c) The Company has purchased tail insurance coverage for the Company's directors and officers in a form reasonably acceptable to the Company and Parent, which provides such directors and officers with coverage for six years following the Effective Time with respect to claims arising out of acts or omissions occurring at or prior to the Effective Time (the "Tail Policy").

(d) Any amounts paid (for the avoidance of doubt, to the extent not recovered or recoverable under the Tail Policy) by Parent, the Surviving Corporation or the Surviving Entity, or any of their respective successors or assigns, to any Covered Persons in respect of the

Company Indemnification Obligations (such amounts, "Company Indemnification Obligation Payments") shall be Damages to which Parent is entitled to recover pursuant to Article 7.

(e) If Parent or the Surviving Entity (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successor and assigns of Parent or the Surviving Entity, as the case may be, shall assume all of the obligations of this Section 5.1.

(f) Parent and the Surviving Entity, jointly and severally, shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by the Covered Persons in successfully enforcing their rights or Parent's and the Surviving Entity's obligations as provided in this Section 5.1.

(g) The provisions of this Section 5.1 are intended to be in addition to the rights otherwise available to the Covered Persons by law, charter, statute, by-law or agreement, and shall operate for the benefit of, and shall be enforceable by, each of the Covered Persons, their heirs and their representatives.

ARTICLE 6

AGREEMENTS RELATING TO PARENT CLASS B COMMON STOCK

6.1 Restrictions on Transfer. The Parent Shares shall be subject to any restrictions on Transfer set forth in Parent's certificate of incorporation and bylaws and this Article 6. The Parent Shares constitute "restricted securities" under the Securities Act, and may not be Transferred absent registration under the Securities Act or an exemption therefrom, and any such Transfer shall also be conditioned on compliance with applicable state and foreign securities laws. Each Company Securityholder who receives Parent Shares and every transferee or assignee of any Parent Shares from any Company Securityholder shall be bound by and subject to the terms and conditions of this Article 6, and Parent may require, as a condition precedent to the issuance or Transfer of any Parent Shares, that any recipient, transferee or assignee agrees in writing to be bound by, and subject to, all the terms and conditions of this Article 6. To ensure compliance with the restrictions imposed by this Agreement, Parent may issue appropriate "stop-transfer" instructions to its transfer agent, if any, and if Parent acts as its own transfer agent, it may make appropriate notations to the same effect in its own records. Parent shall not be required (a) to transfer on its books any Parent Shares that have been Transferred in violation of any of the provisions of this Agreement or (b) to treat as owner of such Parent Shares, or to accord the right to vote or pay dividends, to any transferee or assignee to whom such shares have been purportedly so Transferred.

6.2 Market Stand-Off. Each Company Securityholder who receives Parent Shares pursuant to this Agreement (following the Closing) or any transferee of such Parent Shares (either sometimes referred to herein as the "Holder") hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by Parent of Parent Class B Common Stock or any

other equity securities under the Securities Act on a registration statement on Form S-1, and ending on the date specified by Parent and the managing underwriter (such period not to exceed one hundred eighty (180) days): (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Class B Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Parent Class B Common Stock (whether such shares or any such securities are then owned by the Holder or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Parent Class B Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 6.2 shall apply only to Parent's initial public offering, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and shall be applicable to the Holders only if all officers and directors are subject to the same restrictions and Parent uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than five percent (5%) of outstanding Parent Common Stock (after giving effect to conversion into Parent Common Stock of all outstanding Parent preferred stock). The underwriters in connection with such registration are intended third-party beneficiaries of this Section 6.2 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 6.2 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by Parent or the underwriters shall apply pro rata to all Holders subject to such agreements, based on the number of shares subject to such agreements. Notwithstanding the foregoing, in the event the market stand-off provisions contained in Section 2.11 of that certain and Amended and Restated Investors' Rights Agreement, dated January 6, 2021, by and among the Parent and the holders of Parent Preferred Stock party thereto (as such may be amended and/or restated following the date hereof), are amended in a manner favorable to the Holders thereunder (as such term is defined therein), such terms shall also be provided to the Holders hereunder.

6.3 Right of First Refusal.

(a) Right of First Refusal. If (i) any Holder proposes to Transfer to a third party any Parent Shares acquired under this Agreement, or any interest in such Parent Shares and (ii) pursuant to Section 7.1 of the bylaws of Parent, the board of directors of Parent has approved such Transfer, then Parent shall have a right of first refusal to purchase the Parent Shares to be so Transferred on the terms and conditions set forth in this Section 6.3(a) (the "Right of First Refusal") with respect to all (and not less than all) of such Parent Shares. If the Holder desires to Transfer Parent Shares acquired under this Agreement, the Holder shall give a written notice to Parent describing fully the proposed Transfer, including the number of Parent Shares proposed to be Transferred, the proposed Transfer price, the name and address of the Person (a

"Transferee") to whom the Holder proposes to Transfer such Parent Shares (a "Transfer Notice") and evidence reasonably satisfactory to Parent that the proposed Transfer will not violate any applicable federal, State or foreign securities Laws. The Transfer Notice shall be signed both by the holder and by the proposed Transferee and must constitute a binding commitment of both parties to the Transfer of the Parent Shares. If the board of directors of Parent approves the Transfer pursuant to Section 7.1 of the bylaws of Parent, then Parent shall have the right to purchase all, and not less than all, of the Parent Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Section 6.3(b) below) by delivery of a notice of exercise of the Right of First Refusal within thirty (30) days after the date when the Transfer Notice was received by Parent. If the board of directors of Parent does not approve the Transfer pursuant to Section 7.1 of the bylaws of Parent, then the Holder may not Transfer the Parent Shares.

(b) Transfer of Shares. If the board of directors of Parent approves of the Transfer pursuant to Section 7.1 of the bylaws of Parent and Parent fails to exercise its Right of First Refusal within thirty (30) days after the date when it received the Transfer Notice, the Holder may, not later than ninety (90) days following receipt of the Transfer Notice by Parent, conclude a transfer of the Parent Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities Laws and not in violation of any other contractual restrictions to which the Holder is bound. Any proposed Transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed Transfer by the Holder, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Section 6.3(a) above. If Parent exercises its Right of First Refusal, the parties shall consummate the sale of the Parent Shares on the terms set forth in the Transfer Notice within sixty (60) days after the date when Parent received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Parent Shares was to be made in a form other than cash or cash equivalents paid at the time of Transfer, Parent shall have the option of paying for the Parent Shares with cash or cash equivalents equal to the fair market value of the consideration described in the Transfer Notice.

(c) Additional or Exchanged Securities and Property. In the event of a merger or consolidation of Parent with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting Parent's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Parent Shares subject to this Article 6 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Article 6.

(d) Termination of Right of First Refusal. Any other provision of this Article 6 notwithstanding, in the event that the Parent Shares are readily tradable on an

established securities market when the Holder desires to Transfer Parent Shares, Parent shall have no Right of First Refusal under this Section 6.3 with respect to such Transfer.

(e) Permitted Transfers. This Section 6.3 shall not apply to transfers permitted under Section 7.2 of the bylaws of Parent. If the Holder Transfers any Parent Shares acquired under this Agreement, either under this Section 6.3(e) or after Parent has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Holder.

(f) Termination of Rights as Stockholder. If Parent makes available, at the time and place and in the amount and form provided in this Article 6, the consideration for the Parent Shares to be purchased in accordance with this Section 6.3, then after such time the Person from whom such Parent Shares are to be purchased shall no longer have any rights as a holder of such Parent Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Parent Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) Assignment of Right of First Refusal. In connection with any Transfer subject to the terms of this Section 6.3, the board of directors of Parent may freely assign Parent's Right of First Refusal, in whole or in part, with respect to such Transfer. Any Person who accepts an assignment of the Right of First Refusal from Parent with respect to any such Transfer shall assume all of Parent's rights and obligations under this Section 6.3 with respect thereto.

6.4 Legends. Each certificate or book-entry notation representing any Parent Shares issued hereunder shall bear the following legends (in addition to any other legends required by law, Parent's certificate of incorporation or bylaws or any other agreement to which any such Company Securityholder is a party):

> THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.
>
> THE SHARES REPRESENTED HEREBY ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, INCLUDING A RIGHT OF FIRST REFUSAL AND A MARKET STAND OFF RESTRICTION IN CONNECTION THE ISSUER'S INITIAL PUBLIC OFFERING, IN EACH CASE AS SET FORTH IN A MERGER

AGREEMENT PURSUANT TO WHICH THESE SECURITIES WERE ORIGINALLY ISSUED, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON PERMITTED TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER CONTAINED IN THE BYLAWS OF THE PARENT.

6.5 Termination. The agreements contained in this Article 6 shall terminate and be of no further force or effect (i) immediately before the consummation of Parent's initial public offering, (ii) when Parent first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon the closing of a Deemed Liquidation Event, as such term is defined in Parent's certificate of incorporation, whichever event occurs first.

ARTICLE 7

SURVIVAL OF REPRESENTATIONS, INDEMNIFICATION AND REMEDIES, CONTINUING COVENANTS

7.1 Survival. If the First Merger is consummated, the representations and warranties of the Company contained in this Agreement (as qualified by the Company Disclosure Letter), and the right of any Indemnified Party to bring a Claim with respect thereto, shall survive until the Expiration Date, at which time they shall expire; provided, however, that: (a) the Specified Representations and the right of any Indemnified Party to bring a Claim with respect thereto, shall survive until the thirty-six (36) month anniversary of the Closing Date, (b) the Fundamental Representations, and the right of any Indemnified Party to bring a Claim with respect thereto, shall survive until the 30th day following the expiration of the applicable statute of limitations (as such statute of limitations pertains to the subject matter of such Fundamental Representation), at which time they shall expire, (c) no right to indemnification, compensation or reimbursement pursuant to this Article 7 in respect of any Claim based upon any failure of a representation or warranty to be true and correct that is set forth in a Notice of Claim timely delivered in accordance with Section 7.4 prior to the applicable expiration date of such representation or warranty shall be affected by the expiration of such representation or warranty and (d) such expiration shall not affect the rights of any Indemnified Party, under this Article 7 or otherwise, to seek recovery of Damages arising out of any Fraud, which rights will survive until the 30th day following the expiration of the statute of limitations applicable to such Fraud, at which time they shall expire. The representations and warranties of Parent and the Merger Subs contained in this Agreement shall survive until the Expiration Date, at which time they shall expire; provided, however, that (i) the Parent Fundamental Representations shall survive until the 30th day following the expiration of the applicable statute of limitations (as such statute of limitations pertains to the subject matter of such Parent Fundamental Representation), at which time they shall expire, (ii) no right to assert a claim for breach, compensation or reimbursement in respect of any claim based upon any failure of a representation or warranty of Parent to be true and correct that is set forth in a claim asserted prior to the applicable expiration date of such representation or warranty shall be affected by the expiration of such representation or warranty and (iii) such expiration shall not affect the rights of any Company Securityholder to seek

recovery of Damages arising out of any Fraud, which rights will survive until the 30th day following the expiration of the statute of limitations applicable to such Fraud, at which time they shall expire. It is the express intent of the parties that, if an applicable survival period as contemplated by this Section 7.1 is shorter or longer than the statute of limitations that would otherwise apply, then, by contract, the applicable statute of limitations shall be reduced or extended, as the case may be, to the survival period contemplated hereby. No indemnification claims may be made unless, prior to the expiration of the applicable survival period, a loss has been incurred, or a third party claim has been asserted, and the Indemnified Party makes an indemnification claim in good faith by providing written notice of such loss and the amount thereof (or a reasonably detailed estimate of the losses to be incurred) prior to the expiration of the applicable survival period. The parties further acknowledge that the time periods set forth in this Section 7.1 for the assertion of claims under this Agreement are the result of arm's length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the parties.

7.2 Agreement to Indemnify. Each Indemnifying Party shall severally (based on each such Indemnifying Party's Pro Rata Share or Excess Pro Rata Share, as applicable), and not jointly, indemnify and hold harmless Parent and its Affiliates (each hereinafter referred to individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against, and shall compensate and reimburse each of them for, any and all costs, monetary damages, interest and expenses (including reasonable attorneys' fees, other reasonable professionals' and experts' fees and court costs incurred in connection with investigating, defending against or settling any claims subject hereto); provided that Damages shall not include incidental, special, punitive or exemplary damages unless such incidental, special, punitive or exemplary damages are a reasonably foreseeable result of the event or facts that give rise thereto and actually awarded in connection with a third-party claim (hereinafter collectively referred to as "Damages") incurred by an Indemnified Party, and whether arising out of a third-party claim or a direct claim, in each case only to the extent arising out of or resulting from:

(a) any failure of any representation or warranty made by the Company in this Agreement (as qualified by the Company Disclosure Letter) to be true and correct as of the Agreement Date, except in the case of any individual representation and warranty which by its terms speaks only as of a specific date or dates, in which case as though made as of such specific date or dates;

(b) any inaccuracies or errors in or omissions from the Spreadsheet, including errors in the calculations of the Closing Indebtedness Amount, the Closing Cash Amount, the Unpaid Transaction Expenses (including the Closing Employee Payments), the Unpaid Wage Obligations, or any of their respective constituent parts;

(c) any payment made with respect to any Dissenting Share to the extent that such payment exceeds the value of the amount that otherwise would have been payable pursuant to Article 2 upon the exchange of such Dissenting Share and any costs and expenses incurred in connection with defending against and resolving any claim with respect to Dissenting Shares;

(d) any Pre-Closing Tax (other than any such Tax to the extent expressly taken into account in Indebtedness or any Unpaid Pre-Closing Taxes each as finally determined hereunder);

(e) any Fraud; or

(f) any Company Indemnification Obligation Payments.

7.3 Limitations.

(a) In the case of any General Representation Claim, each Indemnifying Party shall be severally and not jointly liable for such Indemnifying Party's Pro Rata Share of any Damages resulting therefrom, provided that the aggregate liability for the Indemnifying Parties for all General Representation Claims shall be capped at the General Representation Cap and shall only be recoverable from the Escrow Fund.

(b) In the case of any Specified Representation Claim, each Indemnifying Party shall be severally and not jointly liable for such Indemnifying Party's Pro Rata Share (or, in the case of an Excess Indemnifying Party's liability beyond the Escrow Amount, as and solely to the extent provided in this paragraph, Excess Pro Rata Share) of any Damages resulting therefrom, provided that the aggregate liability for the Indemnifying Parties for all Specified Representation Claims shall be capped (i) in the case of any Indemnifying Party who is a Non-Officer Plan Participant, at such Indemnifying Party's Pro Rata Share of the Escrow Amount, and shall only be recoverable from the Escrow Fund, and (ii) in the case of any Excess Indemnifying Party, to the extent exceeding such Excess Indemnifying Party's Pro Rata Share of the Escrow Amount, at such Excess Indemnifying Party's Excess Pro Rata Share of the Specified Representation Cap.

(c) In the case of any Claim under (A) Section 7.2(a) with respect to any Fundamental Representation, or (B) any of clauses (b) through (g) of Section 7.2 ((A) and (B), collectively, "Special Matters"), each Indemnifying Party shall be severally and not jointly liable for such Indemnifying Party's Pro Rata Share (or, in the case of an Excess Indemnifying Party's liability beyond the Escrow Amount, as and solely to the extent provided in this paragraph, Excess Pro Rata Share) of any Damages resulting therefrom, provided that (i) the Indemnified Parties shall not be permitted to recover any Damages from an Indemnifying Party under this Section 7.3(c) until such time as the Escrow Fund has been exhausted, (ii) the aggregate liability for any Excess Indemnifying Party for all Claims for Special Matters, together with liabilities for General Representation Claims and Specified Representation Claims, shall be capped at the sum of (x) the Merger Consideration actually received, net of taxes paid (and, for the avoidance of doubt, for purposes of this Section 7.3(c) amounts in the Escrow Fund shall be treated as "actually received," and any Parent Shares received by such Excess Indemnifying Party shall be valued at the Reference Price) by such Excess Indemnifying Party, plus (y) payments for any such Excess Indemnifying Party who is also an Officer Plan Participant pursuant to the Management Incentive Plan, and (iii) the aggregate liability for any Indemnifying Party who is a Non-Officer Plan Participant shall be capped at their Pro Rata Share of the Escrow Amount and shall only be recoverable from the Escrow Fund.

(d) Notwithstanding anything herein to the contrary, there shall be no maximum liability for Fraud against any Indemnifying Party who committed such Fraud.

(e) No Indemnified Party may recover any Damages in respect of General Representation Claims and Specified Representations Claims unless and until Damages in the aggregate under all such Claims that have been paid exceed $35,960 (the "Basket"), in which case the Indemnified Parties may recover only those Damages in excess of the amount of the Basket. In addition, no Indemnified Party may recover any Damages in respect of a specific General Representation Claim or a Specified Representation Claim, as applicable, unless and until Damages with respect to such General Representation Claim Specified Representation Claim, as applicable, that have been paid exceed $25,000 (the "De Minimis Basket"), in which case the Indemnified Parties may recover, subject to the limitation set forth in the prior sentence, all Damages, including the amount of the De Minimis Basket from the first dollar. In determining the amount of any Damages in respect of the failure of any representation or warranty to be true and correct as of any particular date, any materiality, Material Adverse Effect or similar qualification limiting the scope of such representation or warranty shall be disregarded.

(f) Notwithstanding anything herein to the contrary, for purposes of calculating or determining the amount of Damages incurred under Section 7.2, there shall be deducted from any Damages an amount equal to (i) the amount of any proceeds actually received by any Indemnified Party from any third party or any insurer for such Damages (after giving effect to any deductible or retention or increase in premium associated therewith to the extent paid or payable and net of any costs, Taxes and expenses of recovery or collection thereof) and (ii) the amount of any Loss Tax Benefit; provided, however, that none of the Indemnified Parties shall have any obligation to obtain insurance coverage or other third-party protection with respect to any particular matter (other than the maintenance of the Tail Policy as provided in Section 5.1).

(g) No Indemnified Party shall be entitled to double recovery for any indemnifiable Damages even though such Damages may be recoverable under more than one provision of Section 7.2.

(h) No Company Securityholder who is not an Indemnifying Party shall have any indemnification obligation pursuant to this Article 7 or otherwise.

(i) In no event shall any Indemnifying Party be responsible or liable for any Damages or other amounts under this Article 7 that (i) are consequential (except to the extent reasonably foreseeable or awarded to a third party), in the nature of lost profits or diminution in value, reflect multiples of lost earnings, revenue, cash flows or other similar financial measures, are special or punitive or otherwise not actual damages or (ii) are claimed in a Claim Notice received by the Indemnifying Party after the expiration of the applicable representation, warranty, covenant or other agreement in accordance with Section 7.1.

7.4 Notice of Claim. If Parent, acting on its own behalf or on behalf of any of the other Indemnified Parties, wishes to assert a Claim, Parent shall, promptly after becoming aware thereof, deliver written notice thereof, executed by an officer or other authorized representative of

Parent (a "Notice of Claim"), to the Representative. The Notice of Claim shall set forth: (a) that an Indemnified Party has incurred or paid or reasonably believes in good faith that it will incur or pay Damages; (b) the actual or estimated amount of such Damages to the extent known or reasonably estimable (which, in the case of Damages not yet incurred or paid, may be the amount of Damages claimed by a third party in a Third-Party Claim); and (c) a description, in reasonable detail (to the extent known or reasonably available to any Indemnified Party), of the facts, circumstances or events giving rise to the alleged Damages and the basis for indemnification hereunder. A Notice of Claim may be updated and amended from time to time by Parent by delivering an updated or amended Notice of Claim to the Representative, so long as such update or amendment only asserts bases for Damages arising out of the same underlying facts and circumstances specifically set forth in such original Notice of Claim. All Claims properly set forth in a timely asserted original Notice of Claim or any update or amendment thereto shall remain outstanding until such Claims for Damages have been finally resolved or satisfied.

7.5 Resolution of Notice of Claim.

(a) Each Notice of Claim shall be resolved as follows:

(i) Accepted Claims. If, within sixty (60) days after a Notice of Claim is received by the Representative, the Representative accepts such Notice of Claim in writing to Parent as provided in this Section 7.5(a)(i), the Representative shall be conclusively deemed to have consented, on behalf of all Indemnifying Parties, to the recovery by the applicable Indemnified Party of the full amount of Damages (subject to the limitations contained in Section 7.3) expressly specified in the Notice of Claim, including the forfeiture of the applicable portion of the Escrow Amount (in which case, the Representative and Parent shall execute a joint written instruction to the Escrow Agent instructing the Escrow Agent to release to Parent from the Escrow Fund an amount equal to the amount set forth in such accepted Notice of Claim).

(ii) Contested Claims. If the Representative gives Parent written notice contesting all or any portion of a Notice of Claim or fails to accept a Notice of Claim in accordance with Section 7.5(a)(i) (a "Contested Claim") within the 60-day period specified in Section 7.5(a)(i), then such Contested Claim shall be resolved by either (A) a written settlement agreement executed by Parent and the Representative or (B) in the absence of such a written settlement agreement within thirty (30) days following receipt by Parent of the written notice from the Representative (or such longer period as agreed by Parent and the Representative), in accordance with the terms and provisions of Section 7.5(b).

(b) Resolution of Contested Claims. Either Parent or the Representative may bring suit in accordance with Section 9.1 to resolve a Contested Claim. Final judgment upon any award rendered by the trial court may be entered in any court having jurisdiction. Notwithstanding the foregoing, if Parent and the Representative mutually agree in their sole discretion, Parent and the Representative may submit a Contested Claim to alternative dispute resolution prior to, or in lieu of, pursuing the claim in court.

(c) Payment of Claims. If any amount is determined, agreed or deemed agreed to be owed to any Indemnified Party in accordance with this Section 7.5, then (i) first, Parent shall receive a portion of the Escrow Amount with a value equal to such amount in which case, the Representative and Parent shall execute a joint written instruction to the Escrow Agent instructing the Escrow Agent to release to Parent from the Escrow Fund such amounts (or, if such amount exceeds the amounts then remaining in the Escrow Fund, the entire remaining Escrow Fund), and (ii) second, if the amounts remaining in the Escrow Fund are insufficient to cover the full amount that is determined, agreed or deemed agreed to be owed to such Indemnified Party, or if all of the Escrow Fund has been previously forfeited to Parent or released to the Indemnifying Parties pursuant to Section 7.7, then, subject to the limitations contained in Section 7.3, each Excess Indemnifying Party shall, within thirty (30) Business Days following the date such amount is determined, agreed or deemed agreed to be owed, pay such Excess Indemnifying Party's Excess Pro Rata Share of the amount owed to such Indemnified Party (the "Owed Amount"). If an Excess Indemnifying Party is a Participating Holder, the Owed Amount may be satisfied, at such Participating Holder's option, by the delivery of cash and/or Parent Shares (valuing such Parent Shares based on the Reference Price for such purpose, and with the amount attributable to any fractional shares to be paid in cash). If an Excess Indemnifying Party is not a Participating Holder, the Owed Amount shall be satisfied by the payment of cash by such Indemnifying Party. The Representative hereby agrees to give notice to each Excess Indemnifying Party of such payment obligation within five (5) Business Days of such determination, agreement or deemed agreement so long as it is understood by the Parties that the Representative will only provide notice to the Excess Indemnifying Parties whose email addresses have been provided by the Company and such notices will only be provided via electronic mail.

7.6 Defense of Third-Party Claims. All claims for indemnification made under this Agreement resulting from, related to or arising out of a claim by a third party (a "Third-Party Claim") against an Indemnified Party shall be made in accordance with the following procedures. Parent shall notify the Representative within thirty (30) days after receipt by the Indemnified Party of notice of any Third-Party Claim or, if earlier, upon the assertion of any such claim by a third party, and shall describe in reasonable detail (to the extent then known by the Indemnified Party) the facts constituting the basis for such Third-Party Claim and the amount of the claimed Damages. At any time after delivery of such notice of a Third-Party Claim, the Representative, on behalf of the Indemnifying Parties, may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party; provided that (i) the Representative may only assume control of such defense if (A) the ad damnum in such Third-Party Claim, taken together with the estimated costs of defense thereof and the amount of the claimed Damages with respect to any unresolved claims for indemnification then pending, is less than or equal to the applicable liability cap as set forth in Section 7.3 and (B) the Representative has agreed that the Indemnified Party is entitled to recover any Damages with respect to such Claim pursuant to this Article 7, subject to the limitations set forth herein, and (ii) the Representative may not assume control of the defense of any Third-Party Claim involving criminal liability or a claim by a Governmental Authority. If the Representative does not assume control of such defense, the Indemnified Party shall control such defense. The party not controlling such defense may participate therein at its own expense; provided, that if the Representative assumes control of such defense and the Indemnified Party reasonably concludes,

based on advice from counsel, that the Indemnifying Parties and the Indemnified Party have conflicting interests with respect to such Third-Party Claim, the reasonable fees and expenses of counsel to the Indemnified Party solely in connection therewith shall be considered "Damages" for purposes of this Agreement; provided, however, that in no event shall the Indemnifying Parties be responsible for the fees and expenses of more than one (1) counsel for all Indemnified Parties. The party controlling such defense shall keep the other parties advised of the status of such Third-Party Claim and the defense thereof and shall consider recommendations made by the other parties with respect thereto. The Indemnified Party shall not agree to any settlement or compromise of such Third-Party Claim without the prior written consent of the Representative on behalf of the Indemnifying Parties. Neither the Representative nor the Indemnifying Parties shall agree to any settlement or compromise of such Third-Party Claim that does not include a complete release of the Indemnified Party from all liability with respect thereto or that imposes any liability or obligation on the Indemnified Party without the prior written consent of the Indemnified Party.

7.7 Escrow Arrangement.

(a) The Escrow Fund shall be available to indemnify, compensate and reimburse the Indemnified Parties for any Damages for which they are entitled to recover in accordance with the terms of this Article 7 and Article 8, which will occur through the delivery of the applicable portion of the Escrow Fund to Parent in accordance with the terms of this Section 7.7(a). Any Damages that are to be satisfied through the delivery of any portion of the Escrow Fund to Parent pursuant to this Article 7 or Article 8 shall be satisfied by delivery to Parent, on behalf of the Indemnifying Parties, of the Escrow Amount with a value equal to the applicable Damages.

(b) The Escrow Agent shall deliver to the Indemnifying Parties the portion of the Escrow Fund, if any, that has not previously been delivered to Parent less the portion of the Escrow Fund having a value equal to the amount that may be necessary to satisfy all unresolved, unsatisfied or disputed Claims for Damages specified in any Notice of Claim delivered to the Representative before the Expiration Date (based on the total amount of Damages reasonably being claimed by Indemnified Parties in good faith in such unresolved, unsatisfied or disputed Claims). If any Claim is unresolved, unsatisfied or disputed as of the Expiration Date, then the Escrow Agent shall retain possession and custody of the portion of the Escrow Fund with a value that equals the total amount of Damages then being reasonably claimed by Indemnified Parties in good faith in all such unresolved, unsatisfied or disputed Claims, and as soon as all such Claims have been resolved and all amounts owed to the Indemnifying Parties paid therefrom, Parent and the Representative shall, subject to Section 7.8, jointly direct the Escrow Agent to deliver such remaining amounts to the Indemnifying Parties.

(c) Each delivery of any portion of the Escrow Amount to Indemnifying Parties pursuant to Section 7.7(b) shall be made by Parent in proportion to the Indemnifying Parties' respective Pro Rata Shares of the Escrow Amount being delivered.

7.8 Payment of Escrow Amount. With respect to any portion of the Escrow Amount to be released to Indemnifying Parties pursuant to Section 7.7:

(a) if any Indemnifying Party who held shares of Company Capital Stock has not satisfied the Payment Condition prior to the date on which such Escrow Amount is to be released or paid to such Indemnifying Party, then any portion of the Escrow Amount that would otherwise be released or paid to such Indemnifying Party shall be held by Parent, without interest, until such Indemnifying Party satisfies the Payment Condition; and

(b) unless the Indemnifying Parties provides updated payment delivery instructions to the Representative, each delivery of any portion of the Escrow Amount to a particular Indemnifying Party shall be effected in accordance with the payment delivery instructions set forth in the Spreadsheet.

7.9 Tax Consequences of Indemnification Payments. All payments (if any) made to an Indemnified Party pursuant to any indemnification, compensation or reimbursement obligations under this Article 7 or pursuant to Article 8 will be treated as adjustments to the Merger Consideration for Tax purposes and such agreed treatment will govern for purposes of this Agreement, unless otherwise required by Law.

7.10 No Right of Contribution. After the Closing, no Indemnifying Party nor the Representative acting on their behalf shall have any right of contribution against the Company or the Surviving Entity with respect to any breach by the Company of any of its representations, warranties, covenants and agreements in this Agreement.

7.11 Exclusive Remedy. Following the Closing, except for (i) claims for Fraud against any Indemnifying Party who committed such Fraud or (ii) rights and remedies with respect to post-Closing covenants of a party as to that party only, as are set forth in a separate written agreement, the rights to indemnification, compensation or reimbursement under this Article 7 and the provisions of Article 8 shall be the sole and exclusive remedy of any Indemnified Party or any other person claiming by, through or on behalf of an Indemnified Party with respect to any and all claims arising out of or relating to this Agreement, the Mergers or the other transactions contemplated herein (irrespective of the cause of action, whether in contract, tort or otherwise).

7.12 Appointment of Representative.

(a) By voting in favor of the adoption of this Agreement or participating in the Merger and receiving the benefits thereof, each Indemnifying Party shall be deemed to have approved the designation of and hereby designates the Representative, as of the Closing, as the representative of the Indemnifying Parties and as the attorney-in-fact and agent for and on behalf of each Indemnifying Party for all purposes in connection with this Agreement and the agreements ancillary hereto, including with respect to Claims under this Article 7 and the taking by the Representative of any and all actions and the making of any decisions required or permitted to be taken by the Representative under this Agreement, including the exercise of the power to: (i) give and receive all notices and communications required to be given or received by the Indemnifying Parties (on behalf of itself or any other Indemnified Party) relating to this Agreement or any of the transactions and other matters contemplated hereby, (ii) authorize Parent and any other applicable Indemnified Party to be indemnified, reimbursed or compensated for Damages, including through the forfeiture by Indemnifying Parties of all or any portion of the Escrow Fund or through direct recovery from Indemnifying Parties, in satisfaction of Claims by

Parent or any other Indemnified Party pursuant to this Article 7, (iii) agree to, object to, negotiate, resolve, enter into settlements and compromises of, demand litigation of, and comply with orders of courts with respect to (A) Claims by Parent or any other Indemnified Party pursuant to this Article 7 or (B) any dispute between any Indemnified Party and any such Indemnifying Party, in each case, relating to this Agreement or any of the transactions or other matters contemplated hereby, (iv) execute and deliver all amendments, waivers, ancillary agreements, certificates and documents that the Representative deems necessary or appropriate in connection with the consummation of the transactions contemplated hereby, (v) give any written direction to the Escrow Agent on behalf of any Indemnifying Party, (vi) receive service of process in connection with any claims under this Agreement, and (vii) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing. The Representative shall have authority and power to act on behalf of each Indemnifying Party with respect to the disposition, settlement or other handling of all Claims under this Article 7 and all rights or obligations arising under this Article 7. The Indemnifying Parties and their respective successors, heirs, estates and assigns shall be bound by all actions taken and documents executed by the Representative in connection with this Article 7, and Parent and the other Indemnified Parties shall be entitled to rely on any action or decision of the Representative. The Indemnifying Parties recognize and intend that the power of attorney granted in this Section 7.12(a) and the powers, immunities and rights to indemnification granted to the Representative hereunder: (1) are coupled with an interest and are irrevocable; (2) may be delegated by the Representative; and (3) shall survive the death, incapacity, dissolution, liquidation, bankruptcy or winding up of each of the Indemnifying Parties and shall be binding on any successor thereto. Each Indemnifying Party (x) agrees that all actions taken by the Representative under this Agreement shall be binding upon such Indemnifying Party and such Indemnifying Party's successors as if expressly confirmed and ratified in writing by such Indemnifying Party and (y) waives any and all defenses which may be available to contest, negate or disaffirm the action of the Representative taken in good faith under this Agreement. The Representative shall only have the duties expressly stated in this Agreement and shall have no other duty, express or implied. The Representative may engage attorneys, accountants and other professionals and experts. The Representative may rely conclusively upon information, reports, statements and opinions prepared or presented by such professionals, and any action taken by the Representative based on such reliance shall be deemed conclusively to have been taken in good faith. Parent may conclusively rely, without independent verification or investigation, upon any action of the Representative as being the binding decision or action of the Indemnifying Parties, and Parent shall not be liable to any Indemnifying Party or any other Person for any actions taken or omitted from being taken by them or by Parent in accordance with or reliance upon any decision or action of the Representative. The Person serving as the Representative may be replaced from time to time by the holders of a majority in interest of the Merger Consideration payable to the Indemnifying Parties (the "Requisite Indemnifying Parties"). The Representative may resign upon 20 days' written notice delivered to the Requisite Indemnifying Parties and Parent. If the Representative shall resign, the Requisite Indemnifying Parties shall, within 20 days after such resignation, appoint a successor to the Representative. If no such successor is appointed within 20 days after such resignation, Fortis Advisors LLC shall be deemed the Representative until the Requisite Indemnifying Parties appoint a successor to the Representative. No bond shall be required of the Representative. Following Closing, notices or communications to or from the Representative shall constitute notice to or from each of the Indemnifying Parties.

(b) The Representative and the members of any advisory committee established to provide guidance to Representative (the "Advisory Committee"), in each member's capacity as such, established under the Representative's engagement letter (collectively, the "Representative Group") will not incur any liability of any kind to the Indemnifying Parties with respect to any action or omission by the Representative Group in connection with the Representative's services pursuant to this Agreement and any agreements ancillary hereto, except in the event of liability directly resulting from the Representative's or the members' of the Advisory Committee, as applicable, gross negligence or willful misconduct. The Representative Group shall not be liable for any action or omission pursuant to the advice of counsel. The Indemnifying Parties shall indemnify the Representative against any reasonable, documented, and out-of-pocket losses, liabilities and expenses ("Representative Losses") arising out of or in connection with this Agreement and any related agreements, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been caused by the gross negligence or willful misconduct of the Representative, the Representative will reimburse the Indemnifying Parties the amount of such indemnified Representative Loss to the extent attributable to such gross negligence or willful misconduct. Representative Losses may be recovered by the Representative from (i) the Representative Expense Amount and (ii) any other funds that become payable to the Indemnifying Parties under this Agreement at such time as such amounts would otherwise be distributable to the Indemnifying Parties; provided, that while the Representative may be paid from the aforementioned sources of funds, this does not relieve the Indemnifying Parties from their obligation to promptly pay such Representative Losses as they are suffered or incurred. In no event will the Representative be required to advance its own funds on behalf of the Indemnifying Parties or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Indemnifying Parties set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Representative Group under this section. The foregoing indemnities will survive the Closing, the resignation or removal of any member of the Representative Group or the termination of this Agreement.

(c) At the Closing, Parent shall pay the Representative Expense Amount to the Representative, which will be used for any expenses incurred by the Representative. The Indemnifying Parties will not receive any interest or earnings on the Representative Expense Amount and irrevocably transfer and assign to the Representative any ownership right that they may otherwise have had in any such interest or earnings. The Representative will hold these funds separate from its corporate funds and will not voluntarily make these funds available to its creditors in the event of bankruptcy. As soon as practicable following the completion of the Representative's responsibilties, the Representative shall deliver any then remaining portion of the Representative Expense Amount to the Escrow Agent, which will promptly pay a portion thereof equal to each Indemnifying Holder in proportion to such Indemnifying Holder's Pro Rata Share of the portion being distributed. For tax purposes, the Representative Expense Amount will be treated as having been received and voluntarily set aside by the Indemnifying Parties at the time of Closing.

7.13 Mitigation; Reduction of Damages. Each party shall (and shall cause its Affiliates to) take all reasonable steps, including by pursuing all legal rights and remedies, available to mitigate and minimize the Damages for which indemnification is provided to it under this Article 7, and the Indemnifying Party shall not be liable for any Damages to the extent the Indemnified Party could have mitigated such Damages. Without limiting the foregoing, each party shall (and shall cause its Affiliates to) cooperate and use commercially reasonable efforts to mitigate any Damages for which an Indemnified Party is entitled to indemnification (including asserting claims under available insurance policies and third parties to the extent available. All insurance proceeds and amounts from third parties received by any Indemnified Party or any of its Affiliates in respect of any Damages shall reduce the Indemnifying Party's obligations hereunder by the amounts received (net of (i) reasonable costs and expenses incurred by the Indemnified Party in recovering such amounts and (ii) any increase in insurance premiums under the policies from which the insurance proceeds are paid, payable by the Indemnified Party as a result of recovering such amounts). In the event that any Indemnified Party or any of its Affiliates receives any insurance proceeds with respect to any Damages subsequent to the receipt by such Indemnified Party of any indemnification payment hereunder in respect of such Damages, appropriate refunds shall be made promptly by the Indemnified Person to the Indemnifying Party of all or the relevant portion of such indemnification payment (net of any related deductibles).

ARTICLE 8

TAX MATTERS

8.1 Tax Returns. Following the Closing Date, Parent shall prepare and file, or cause to be prepared and filed, all Tax Returns required to be filed by the Company after the Closing Date with respect to Pre-Closing Tax Periods. Such Tax Returns shall be prepared by treating items on such Tax Returns in a manner consistent with the past practices of the Company with respect to such items, except as required by Law. Parent shall permit the Representative, at the Company Stockholders' expense, to review and comment on each such Tax Return that may result in indemnification obligations under Section 7.2 at least fifteen (15) days prior to the due date thereof, and Parent shall consider such comments in good faith.

8.2 Cooperation. Following Closing, Parent and the Representative agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information in its reasonable possession and assistance relating to Taxes, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Parent, the making of any election relating to Taxes, the preparation for any audit by any Tax authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Each of Parent, the Company and the Representative shall retain all books and records in their possession with respect to Taxes for a period of at least seven years following the Closing Date. Notwithstanding the foregoing or any other provision herein to the contrary, in no event shall the Representative be entitled to review or otherwise have access to any income Tax Return, or information related thereto, of Parent or its Affiliates (other than income Tax Returns of the Company for Pre-Closing Tax Periods).

8.3 Tax Audits.

(a) If notice of any Action or threatened Action with respect to Taxes of the Company (a "Tax Claim") shall be received by any party for which any other party may reasonably be expected to be liable, the notified party shall notify such other party or parties in writing of such Tax Claim; provided, however, that the failure of the notified party to give any other party notice as provided herein shall not relieve such other party of its indemnification obligations under Article 7 except to the extent that such other party is actually and materially prejudiced thereby. Notwithstanding any provision herein to the contrary, to the extent that a provision of this Section 8.3 directly conflicts with any provision of Article 7, this Section 8.3 shall govern.

(b) Parent shall have the right to control the conduct of any Tax Claim of the Company. To the extent a Tax Claim relates to Taxes attributable to a Pre-Closing Tax Period, Parent shall (i) keep the Representative reasonably informed of all material developments on a timely basis, (ii) provide to the Representative copies of any and all correspondence from any Governmental Authority related to such Tax Claim, (iii) provide the Representative with the opportunity to attend conferences with the relevant Governmental Authority (if reasonably practical) and (iv) not settle, adjust or otherwise resolve such Tax Claim without consent of the Representative (not to be unreasonably withheld, conditioned or delayed), if such settlement or other compromise would give rise to Taxes for which the Company Securityholders are required to indemnify Parent pursuant to Article 7.

8.4 Transfer Taxes. Any transfer, stamp, documentary, sales, use, registration, VAT and other similar Taxes (including all applicable real estate transfer Taxes) incurred in connection with the transactions contemplated by this Agreement ("Transfer Taxes") will be borne by fifty percent (50%) by the Parent and fifty percent (50%) by the Company Stockholders. The Person(s) required to do so under applicable Law agree to file or cause to be filed in a timely manner all necessary documents (including all Tax Returns) with respect to all such amounts for which the Company Stockholders are so liable. The Person(s) required to file such Tax Returns shall provide Parent with evidence satisfactory to Parent that such Transfer Taxes have been paid by the Company Stockholders.

8.5 Post Closing Actions. Unless required by applicable Law, Parent shall not (and shall not cause or permit the Company to) amend any previously filed Tax Return or Tax election, initiate any voluntary disclosure agreement in each case, for the Company with respect to any Tax period ending on or prior to the Closing Date, without the prior written consent of the Representative (which consent shall not be unreasonably withheld, conditioned or delayed), and in each case, solely to the extent such action could reasonably be expected to create or increase the indemnification obligations of the Indemnifying Parties for Taxes under Article 7.

8.6 FIRPTA. Parent shall have received a properly executed statement, issued by the Company pursuant to Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3) dated no more than thirty (30) days prior to the Closing Date and signed by an officer of the Company, and in form and substance set forth on Exhibit I hereto, certifying that interests in the Company, including shares of Company Capital Stock, do not constitute "United States real property interests" under Section 897(c) of the Code and the Company shall have provided notice to the IRS in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2).

ARTICLE 9

MISCELLANEOUS

9.1 Governing Law; Jurisdiction; Venue. This Agreement shall be governed and construed in accordance with the Laws of the State of Delaware, without regard to its conflicts of law principles. The parties hereto agree that they shall bring any and all actions, litigation, or proceedings arising out of, in connection with, or in any way relating to this Agreement (or any documents referred to in this Agreement or any transactions contemplated hereby), including, but not limited to, any action or proceeding involving any Contested Claim under Section 7.5(b)), exclusively in the Court of Chancery of the State of Delaware, or only to the extent that such court lacks or declines to accept jurisdiction over a particular matter, exclusively in any state or federal court within the State of Delaware. In accordance with the terms provided in this Section 9.1, the parties irrevocably submit to the exclusive jurisdiction and venue of such courts and hereby waive, and agree not to assert to the fullest extent permitted by applicable law that (i) they are not personally subject to the jurisdiction of such courts, (ii) such party and such party's property is immune from any legal process issued by such courts, (iii) that venue is improper in such courts, and (iv) any action, litigation, or proceeding commenced in such court as provided hereunder is an inconvenient forum. The parties hereby agree that mailing of process or other papers in connection with any such action, litigation, or proceeding in the manner provided in Section 9.8, or in such other manner as may be permitted by applicable Law, shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided. The parties hereby agree that a judgment rendered by a court exercising jurisdiction in accordance with this Section 9.1 may be enforced in any court having competent jurisdiction and that nothing herein shall affect the jurisdiction or ability of any appellate court authorized to adjudicate any appeal of any judgment, decision, opinion, or ruling issued pursuant to this Section 9.1.

9.2 Assignment; Binding Upon Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void, except that Parent may, after the Closing, assign this Agreement to any direct or indirect wholly owned Subsidiary of Parent or to any Person who acquires all or substantially all of the assets of Parent or a majority of the outstanding voting securities of Parent (whether by merger, consolidation, share purchase or otherwise) without the prior consent of any other party hereto. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

9.3 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto.

9.4 Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile, .pdf or other electronic means), each of which shall be an original as

regards any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

9.5 Other Remedies. Except as otherwise expressly provided herein, any and all remedies herein expressly conferred upon a party hereunder shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by Law on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damage. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions (without posting a bond or other security) to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any State having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

9.6 Amendments and Waivers.

(a) This Agreement may be amended by the parties hereto by an instrument in writing signed on behalf of each of the parties hereto at any time before or after any approval hereof by the stockholders of the Company and Merger Sub; provided, however, that after the receipt of Written Consents constituting the Stockholder Approval, no amendment shall be made that requires further approval by the Company Stockholders under the DGCL without obtaining such requisite approval.

(b) At any time prior to the Effective Time, the Company (in the case of Parent or the Merger Subs) or Parent (in the case of the Company), and at any time after the Effective Time, the Representative (in the case of Parent or the Surviving Corporation or Surviving Entity) or Parent (in the case of the Representative), may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other party hereunder, (ii) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto and (iii) waive compliance by the other party with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the party against which such waiver or extension is to be enforced. Without limiting the generality or effect of the preceding sentence, no delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision in this Agreement.

9.7 Expenses. Except as otherwise expressly provided herein, each party shall bear its respective legal, accounting, and financial advisory fees and other expenses incurred with respect to this Agreement, the Mergers and the transactions contemplated hereby, it being the intention of the parties that the Unpaid Transaction Expenses be taken into account in calculating the Base Cash Consideration as set forth herein and, to the extent not so taken into account, shall be

Damages for which Parent is entitled to be indemnified, reimbursed and compensated for under Article 7.

9.8 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile, sent by electronic mail, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express overnight service. Such notices and other communications shall be effective and be deemed delivered and received (a) upon receipt if hand delivered, (b) on the date of transmission if transmitted by facsimile or electronic mail by 5:00 p.m. (Eastern time) on a Business Day, otherwise on the next Business Day after transmission, (c) three (3) Business Days after mailing if sent by mail, and (d) one (1) Business Day after dispatch if sent by overnight courier, to the following addresses, or such other addresses as any party may notify the other parties in accordance with this Section 9.8:

If to Parent, either Merger Sub or, following the Closing, the Company:

Harness Inc.
116 New Montgomery Street #200
San Francisco, CA 94105
Attention: Jyoti Bansal, CEO
E-Mail: jyoti@harness.io

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

Goodwin Procter LLP
601 Marshall Street
Redwood City, CA 94063
Attention: Caine Moss
Fax No.:
E-Mail: cmoss@goodwinlaw.com

If to the Company prior to the Closing:

ZeroNorth, Inc.
PO Box 120255
Boston, MA 02112
Attention: John Worrall
Fax No.:
E-Mail: jworrall@zeronorth.io

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

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attention: Hal J. Leibowitz, Esq.

Fax No.: (617) 526-5000
E-Mail: hal.leibowitz@wilmerhale.com

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attention: Jason L. Kropp, Esq.
Fax No.: (617) 526-5000
E-Mail: jason.kropp@wilmerhale.com

If to the Representative, or to the Indemnifying Parties after Closing:

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

9.9 WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.9.

9.10 Interpretation; Rules of Construction. The terms "hereof," "herein" and similar terms refer to this Agreement as a whole (including the Company Disclosure Letter and the Exhibits and Schedules hereto) and not to any particular provision of this Agreement, and when a reference is made in this Agreement to Exhibits, Schedules, Sections or Articles, such reference shall be to an Exhibit or Schedule to, Section or Article of this Agreement, respectively, unless otherwise indicated. The words "either" and "or" are not exclusive and the words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The phrase "date of this Agreement" refers to the date set forth in the initial caption of this Agreement. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if". The words "asset" or "property" shall be construed as having the same meaning and effect. When a reference is made to a specific Law, act or statute, such reference shall include any regulations

promulgated thereunder. Any agreement, instrument or statute defined or referred to herein means such agreement, instrument, or statute, in each case, as from time to time amended, modified or supplemented (in the case of agreements or instruments, if permitted under this Agreement), including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession or comparable successor statutes. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms defined herein have the meanings assigned to them in this Agreement and include plural as well as the singular. Accounting terms not otherwise defined have the meaning assigned to them in accordance with GAAP Pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms. Unless stated otherwise, the terms "dollars" and "$" shall mean United States dollars. The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document. Any action required by the terms hereof to be taken on a specific day that is not a Business Day shall instead be required to be taken on the next succeeding Business Day, and if the last day of a time period specified herein is a non-Business Day, such period shall be deemed to end on the next succeeding Business Day. Any amounts included in the calculation of the Base Cash Consideration as part of Closing Indebtedness, Unpaid Transaction Expenses, Unpaid Pre-Closing Taxes or Unpaid Wage Obligations shall only be counted once even if such amount could be deemed to be covered by more than one such term. Time shall be of the essence in this Agreement.

9.11 Third-Party Beneficiary Rights. None of the provisions of this Agreement are intended, nor shall be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any client, customer, employee, Affiliate, stockholder, partner or any party hereto or any other Person unless specifically provided otherwise herein and, except as so provided, all provisions hereof shall be personal solely between the parties to this Agreement; provided, however, that Article 7 is intended to benefit the Indemnified Parties, Section 7.3 is intended to benefit the underwriters in connection with Parent's initial public offering, and Section 5.1 is intended to benefit the Covered Persons.

9.12 Public Announcement. Following the Closing, the Representative shall not, and shall cause its respective Affiliates and representatives not to, issue any press releases or make any public announcements or disclosures relating to this Agreement, the Mergers or the other transactions contemplated hereby without Parent's prior written consent, except for disclosures required by applicable Laws or regulatory or stock exchange rules.

9.13 Confidentiality.

(a) The parties acknowledge that the Company and Parent previously have executed the Confidentiality Agreement, which will continue in full force and effect in accordance with its terms until the Effective Time, at which time it shall terminate and be of no further force and effect; provided that nothing in the Confidentiality Agreement shall be deemed to restrict Parent's rights under this Section 9.13.

(b) The Representative hereby agrees to hold this Agreement and the transactions contemplated hereby, and all information received by the Representative with respect hereto or thereto or in connection herewith (including any information obtained with respect to any Claims), in confidence and not disclose the existence or terms hereof or any such information to any third-party (other than as required by Law or to the Indemnifying Parties or employees, advisors, agents or consultants of the Representative, in each case who have a need to know such information, provided that such Persons are subject to an obligation to keep such information confidential).

9.14 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Company Disclosure Letter, the Parent Ancillary Agreements, the Confidentiality Agreement and the Merger Sub Ancillary Agreements constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto or thereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

9.15 Waiver of Conflicts Regarding Representation; Non-Assertion of Attorney-Client Privilege.

(a) Effective as of the Closing, Parent hereby waives and agrees not to assert, and Parent agrees to cause the Surviving Corporation and the Surviving Entity, as applicable, to waive and not to assert, any conflict of interest arising out of or relating to any representation after the Closing (any "Post-Closing Representation") of the Representative, any Company Securityholder, any of their respective Affiliates or any director, manager, officer or employee of the Representative, any Company Securityholder, the Surviving Corporation or the Surviving Entity, as applicable (any such Person, a "Designated Person") in any matter involving this Agreement or any agreement, certificate, instrument or other document executed or delivered pursuant to this Agreement or any transaction contemplated hereby or thereby (including any litigation, arbitration, mediation or other proceeding and including any matter regarding the negotiation, execution, performance or enforceability hereof or thereof) by Wilmer Cutler Pickering Hale and Dorr LLP and any other legal counsel currently representing any Designated Person in connection with this Agreement or any agreement, certificate, instrument or other document executed or delivered pursuant to this Agreement or any transaction contemplated hereby or thereby (including the negotiation, execution or performance hereof or thereof) (the "Current Representation").

(b) Effective as of the Closing, Parent hereby agrees not to control or assert, and Parent agrees to cause the Surviving Corporation and the Surviving Entity, as applicable, not to control or assert, any attorney-client privilege, work product protection or other similar privilege or protection applicable to any communication between any legal counsel and any Designated Person during the Current Representation ("Covered Communication") in connection with any Post-Closing Representation, including in connection with a dispute with Parent or any of its Affiliates (including, after the Closing, the Surviving Entity), it being the intention of the Parties that all rights of any Person under or with respect to such attorney-client privilege, work product protection or other similar privilege or protection, including the right to

waive, assert and otherwise control such attorney-client privilege, work product protection or other similar privilege or protection, shall be (and are hereby) transferred to or retained by (as applicable), and vested solely in, such Designated Person. No access following the Closing by Parent, the Surviving Corporation or the Surviving Entity, as applicable, to any Covered Communication shall waive or otherwise alter the rights of any Designated Person with respect to any Covered Communication and neither Parent nor the Surviving Corporation or the Surviving Entity, as applicable, shall, and each shall cause its Affiliates not to, use any Covered Communication or the contents of any Covered Communication in any dispute with any Designated Person in any matter involving this Agreement or any agreement, certificate, instrument or other document executed or delivered pursuant to this Agreement or any transaction contemplated hereby or thereby (including any litigation, arbitration, mediation or other proceeding and including any matter regarding the negotiation, execution, performance or enforceability hereof or thereof).

[SIGNATURE PAGES FOLLOW]

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

PARENT

HARNESS, INC.

By: DocuSigned by: Jyoti Bansal 39F0BAB2CE484BE...
Name: Jyoti Bansal
Title: Chief Executive Officer

MERGER SUB I

PROJECT PROTECT MERGER SUB I, INC.

By: DocuSigned by: Jyoti Bansal 39F0BAB2CE484BE...
Name: Jyoti Bansal
Title: President

MERGER SUB II

PROJECT PROTECT MERGER SUB II, LLC

By: DocuSigned by: Jyoti Bansal 39F0BAB2CE484BE...
Name: Jyoti Bansal
Title: President

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

COMPANY

ZERONORTH, INC.

By: John Worrall
Name: John Worrall
Title: Chief Executive Officer

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

REPRESENTATIVE

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

By: _____

Name: Sam Riffe
Title: Managing Director

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

Exhibit A

Form of Stockholder Written Consent

ZERONORTH, INC.

ACTION BY WRITTEN CONSENT OF THE STOCKHOLDERS, RELEASE AND WAIVER

THIS ACTION BY WRITTEN CONSENT OF THE STOCKHOLDERS, RELEASE AND WAIVER (this "Written Consent") is entered into by the undersigned holders (individually, a "Signatory Stockholder" and collectively, the "Signatory Stockholders"), being (i) the holders of a majority of the outstanding capital stock of ZeroNorth, Inc., a Delaware Corporation (the "Company"), and (ii) the holders of a majority of the outstanding preferred stock, $0.0001 par value per share, of the Company (the "Company Preferred Stock").

RECITALS:

A. The Company intends to enter into the Agreement and Plan of Reorganization (the "Merger Agreement"), by and among Harness Inc., a Delaware corporation (the "Buyer"), Project Protect Merger Sub I, Inc. a Delaware corporation and a wholly-owned subsidiary of the Buyer ("Merger Sub I"), Project Protect Merger Sub II, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Buyer ("Merger Sub II"), the Company, and Shareholder Representative Service LLC, a Colorado limited liability company, solely in its capacity as the Representative (the "Representative"), in the form attached hereto as Annex A, pursuant to which, subject to the terms and conditions of the Merger Agreement, Merger Sub I shall merge with and into the Company, and as part of the same overall transaction, the Company would then merge with and into Merger Sub II (together, the "Merger"). All capitalized terms used and not otherwise defined in this Written Consent shall have the meanings assigned thereto in the Merger Agreement.

B. The Board of Directors of the Company (the "Board") has (i) determined that the Merger is advisable, fair and in the best interests of the Company and the holders of Company Capital Stock (the "Company Stockholders"), (ii) adopted the Merger Agreement in accordance with the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), (iii) directed that the Merger Agreement and the Merger be submitted to the Company Stockholders for their adoption and approval and (iv) recommended that the Company Stockholders adopt the Merger Agreement and approve the Merger.

C. The Board has appointed and has recommended that the Company Stockholders approve the appointment of Shareholder Representative Service LLC, a Colorado limited liability company, as the Representative, to perform such duties and have such rights as set forth in the Merger Agreement.

D. In accordance with the DGCL, and the Third Amended and Restated Certificate of Incorporation, as amended, of the Company (the "Company Certificate of Incorporation"), the affirmative vote or consent of the following is required to adopt the Merger Agreement and approve the transactions contemplated thereby (and such votes are held by the Signatory Stockholders): (i) a majority of the outstanding shares of Company Capital Stock and Company Preferred Stock, voting as a single class on an as-converted basis, and (ii) a majority of the outstanding shares of Company Preferred Stock.

E. Each Signatory Stockholder desires to approve the Merger, adopt the Merger Agreement and be bound by the terms and conditions of those provisions of the Merger Agreement purporting to bind the Company Stockholders.

F. In connection with and in furtherance of the Merger, each Signatory Stockholder desires to approve and adopt an amendment to the Company Certificate of Incorporation to read as set forth in Annex B attached hereto (the "Certificate of Amendment").

G. Each Signatory Stockholder further desires to consent to the receipt of the consideration (if any) set forth in the Merger Agreement in respect of all outstanding Company Shares held by such Signatory Stockholder.

In accordance with Section 228 of the DGCL and any other applicable law and Article FOURTH, Part A, Section 2 and Part B, Section 3.3 of the Company Certificate of Incorporation, each Signatory Stockholder, with respect to the shares of the Company's outstanding voting stock held of record by such Signatory Stockholder, does hereby irrevocably consent to the adoption of, and does hereby adopt, the following recitals and resolutions, without a formal meeting and without prior notice:

1. APPROVAL OF MERGER

WHEREAS, Section 144 of the DGCL provides that a transaction between a corporation and one or more of its officers or directors or a corporation and another entity in which one or more of its officers or directors has a financial interest or is an officer or director shall not be void or voidable provided that either: (i) the material facts of that transaction are disclosed or known to the board of directors of the corporation and the board authorizes the transaction by a majority of the disinterested directors of the board; (ii) the material facts of that transaction are disclosed or known to the stockholders and the stockholders authorize the transaction by a vote of the stockholders; or (iii) the transaction is fair to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee or the stockholders;

WHEREAS, it is hereby disclosed and made known to the Signatory Stockholders that:

(i) John Worrall is a director and the Chief Executive Officer of the Company and will receive consideration in such capacity as a result of the Merger pursuant to and in accordance with the terms of the Merger Agreement and the Retention Plan (as defined below);

(ii) Patrick Heim is a director and an affiliate of ClearSky Security Fund I LLC and its affiliates, which will receive consideration as a result of the Merger pursuant to and in accordance with the terms of the Merger Agreement, and will participate in the Bridge Financing (as defined below)];

(iii) Matthew Bigge is a director and an affiliate of Crosslink Ventures VIII, L.P. and its affiliates, which will receive consideration as a result of the Merger pursuant to and in accordance with the terms of the Merger Agreement, and will participating in the Bridge Financing;

(iv) Arthur Coviello is a director and is associated with Rally Ventures Fund III, L.P. and its affiliates, which will receive consideration as a result of the Merger pursuant to and in accordance with the terms of the Merger Agreement, and will participating in the Bridge Financing;

(v) Karen Higgins is an officer of the Company and will receive cash proceeds and deferred cash consideration in such capacity as a result of the Merger pursuant to and in accordance with the terms of the Merger Agreement and the Retention Plan; and

(vi) the directors and officers of the Company will each be named as a beneficiary under a policy which insures the directors and officers of the Company against liability incurred in connection with the directors' and officers' service to the Company, and that, pursuant to the Merger Agreement and as a result of such interests, each of Messrs. Coviello, Heim, Bigge, Routh and Worrall and Ms. Higgins may be deemed to be interested parties and the Merger and the transactions contemplated by the Merger Agreement may be deemed to be interested party transactions.

NOW, THEREFORE, BE IT RESOLVED, that, based on the recommendation of the Board and after review and analysis of relevant information and documentation, the Merger Agreement (including all exhibits and schedules thereto) be, and hereby is, adopted in all respects, including in accordance with Section 144 of the DGCL, and the Merger and the other transactions contemplated thereby, be, and hereby are, approved in all respects, including in accordance with Section 144 of the DGCL;

RESOLVED FURTHER, that, consistent with the DGCL and the Company Certificate of Incorporation, each share of Company Capital Stock shall be cancelled effective at the Effective Time in exchange for the right to receive the consideration, if any, set forth in the Merger Agreement;

RESOLVED FURTHER, that the execution and delivery of the Merger Agreement by the officers of the Company for and on behalf of the Company be, and hereby are, approved and ratified;

RESOLVED FURTHER, that the officers of the Company be, and hereby are, authorized and directed to do or cause to be done any and all such acts and things as they may deem necessary or desirable for the performance in full of all obligations of the Company under the Merger Agreement;

RESOLVED FURTHER, that any and all prior actions taken by the directors and officers of the Company in connection with the Merger and the Merger Agreement be, and hereby are, approved, adopted and ratified;

RESOLVED FURTHER, that the filing of the First Certificate of Merger pursuant to the terms of the Merger Agreement be, and hereby is, authorized and approved; and

RESOLVED FURTHER, that any and all prior notice requirements or any other procedural requirements under the Company Certificate of Incorporation, the DGCL or otherwise,

including those relating to the Merger are hereby waived, on behalf of the Signatory Stockholders and all other Company Stockholders.

3. APPROVAL OF CERTIFICATE OF AMENDMENT

RESOLVED, that the Certificate of Amendment is approved and adopted to be effective immediately prior to the filing of the First Certificate of Merger with the Secretary of State of the State of Delaware at the Closing.

RESOLVED FURTHER, that, notwithstanding approval of the Certificate of Amendment by the Company Stockholders, the Board may, at any time prior to the effectiveness of the filing of the Certificate of Amendment with the Secretary of State of the State of Delaware, abandon the proposed Certificate of Amendment without further action by the Company Stockholders.

4. GENERAL AUTHORIZING RESOLUTION

RESOLVED, that the officers of the Company be, and they hereby are, authorized and directed, for and on behalf of the Company, to take or cause to be taken such other actions, and to execute and deliver such further agreements, applications, certificates, documents and other instruments, and any amendments and supplements thereto, as such officers, and each of them may, in their discretion, deem necessary or appropriate to effect these resolutions and all other transactions contemplated hereby, and to carry out the intent and accomplish the purpose of the foregoing resolutions, and all such actions heretofore taken by such officers in connection herewith are hereby approved and ratified.

5. ACKNOWLEDGEMENT OF INDEMNIFICATION OBLIGATIONS

RESOLVED, that each Signatory Stockholder understands, agrees to and acknowledges that by signing this Written Consent, such Signatory Stockholder is agreeing, and does hereby agree, to be bound by each of the provisions of the Merger Agreement that purports to bind Company Stockholders; without limitation of the foregoing, from and after the Effective Time, for the periods set forth in the Merger Agreement and subject to the limitations set forth in the Merger Agreement, such Signatory Stockholder, solely to the extent such Signatory Stockholder is an Indemnifying Party, is obligated to indemnify and hold harmless Buyer and the other Indemnified Parties in respect of the matters and in the manner described in Article 7 of the Merger Agreement and to indemnify the Representative pursuant to the Merger Agreement.

6. ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS

RESOLVED, that:

a. this Written Consent shall be binding upon and inure to the benefit of each of the parties hereto and the third party beneficiaries referenced in the following paragraph of this Written Consent and their respective successors and permitted assigns (if any); provided, however, that no

Signatory Stockholder may assign or transfer this Written Consent or any rights or obligations hereunder (by operation of law or otherwise) to any person without Buyer's prior written consent and any assignment or transfer in violation of this proviso shall be null and void;

b. the Company, the Surviving Entity, the Representative, the Buyer and each of the other Indemnified Parties are intended third party beneficiaries of this Written Consent and shall be entitled to enforce this Written Consent against the undersigned in accordance with its terms;

c. each Signatory Stockholder hereby waives any right of first refusal, co-sale right, and other similar rights, and any and all rights it may have to notice in connection with such rights, with respect to the Merger or related transactions;

d. each Signatory Stockholder acknowledges and agrees that the third party beneficiaries specified in Section 6(b) of this Written Consent would be irreparably damaged in the event that any of the terms or provisions of this Written Consent are not performed in accordance with their specific terms or otherwise are breached. Therefore, notwithstanding anything to the contrary set forth in the Merger Agreement or in this Written Consent, each of the Signatory Stockholders hereby agrees that (i) each of the third party beneficiaries specified in Section 6(b) of this Written Consent shall be entitled to obtain an injunction or injunctions to prevent breaches of any of the terms or provisions of this Written Consent, and to enforce specifically the performance by each other party hereto under this Written Consent and (ii) the right of specific enforcement is an integral part of the transactions contemplated by this Written Consent and without that right, neither the Company nor Buyer would have entered into the Merger Agreement. Each Signatory Stockholder hereby agrees to waive the defense in any such suit that any of the third party beneficiaries specified in Section 6(b) of this Written Consent has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of injunction or specific performance as a remedy, and hereby agrees to waive any requirement to post any bond in connection with obtaining such relief. The equitable remedies described in this Section 6(d) shall be in addition to, and not in lieu of, any other remedies at law or in equity that any of the third party beneficiaries specified in Section 6(b) of this Written Consent may elect to pursue;

e. each Signatory Stockholder acknowledges that (i) this Written Consent is intended to be a material inducement for Buyer, Merger Sub I and Merger Sub II to enter into the Merger Agreement and effect the transactions contemplated thereby, and (ii) Buyer, Merger Sub I and Merger Sub II will be relying on such Signatory Stockholder's execution and delivery to the Company of this Written Consent and such Signatory Stockholder's agreement to be bound by the terms hereof, in determining whether to proceed to consummate the Merger;

f. each Signatory Stockholder acknowledges that he, she or it has received and reviewed and understands the terms of the Merger Agreement and all schedules and exhibits thereto, and agrees to be bound by the terms and conditions of those provisions of the Merger Agreement purporting to bind the Company Stockholders, including the designation of the Representative and any and all indemnification, reimbursement and other payment obligations of the Company Stockholders;

g. each Signatory Stockholder acknowledges and agrees that to the extent such Signatory Stockholder is a party to any contract set forth on Annex C (each a "Terminated Contract") by and between the Company and the other parties thereto, such Signatory Stockholder consents and agrees to the termination of such contract effective as of the Effective Time and agrees that any rights and obligations such Signatory Stockholder may have under such contract shall terminate upon the Effective Time without any remaining liability of any kind on the part of third party beneficiaries, and such Signatory Stockholder agrees that it will take no action with regard to pursuing any claim pursuant to such contract;

h. each Signatory Stockholder shall give prompt notice to the Company and Buyer upon becoming aware of the following: (i) the occurrence of any event that is likely to cause any representation or warranty of such Signatory Stockholder contained in this Written Consent to be untrue or inaccurate at or prior to the Closing, and (ii) any failure of such Signatory Stockholder to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Written Consent; provided that the delivery of any notice or the making of any disclosure pursuant to this Section 6(h) shall not (A) limit or otherwise affect any rights or remedies available to the party receiving such notice or (B) be deemed to amend or supplement the Schedules to the Merger Agreement or prevent or cure any misrepresentation, breach of warranty or breach of covenant; and

i. the headings in this Written Consent are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Written Consent. References to Sections or Annexes in this Written Consent, unless otherwise indicated, are references to Sections or Annexes of or to this Written Consent. The parties to this Written Consent have participated jointly in the negotiation and drafting of this Written Consent. In the event an ambiguity or question of intent or interpretation arises with respect to any term or provision of this Written Consent, this Written Consent shall be construed as if drafted jointly by the parties to this Written Consent, and no presumption or burden of proof shall arise favoring or disfavoring any party to this Written Consent by virtue of the authorship of any of the terms or provisions of this Written Consent. A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations and statutory instruments issued or related to such legislation. Any reference to a Governmental Authority shall be deemed also to refer to any successor thereto unless the context requires otherwise. For all purposes of and under this Written Consent, (i) the word "including" shall be deemed to be immediately followed by the words "without limitation," (ii) words (including defined terms) in the singular shall be deemed to include the plural and vice versa, (iii) words of one gender shall be deemed to include the other gender as the context requires, (iv) the terms "hereof," "herein," "hereto," "herewith" and any other words of similar import shall, unless otherwise stated, be construed to refer to this Written Consent as a whole (including all of the Schedules and Exhibits to this Written Consent) and not to any particular term or provision of this Written Consent, unless otherwise specified, and (v) the use of the word "or" shall not be exclusive.

7. GENERAL RELEASE OF CLAIMS

a. Effective upon the Closing, except with respect to a claim arising out of the Merger Agreement or any ancillary agreement, document or instrument to be delivered in connection therewith (other than in respect of claims of each Signatory Stockholder described in subclause (ii) below), each Signatory Stockholder hereby unconditionally and irrevocably waives, fully releases and forever discharges the Company, Buyer, the Surviving Entity and their past and present directors, officers, employees, agents, predecessors, successors, assigns, equityholders, partners, insurers and Affiliates (the "Released Parties") from, and covenants not to (a) sue or (b) participate in any civil action against any of the Released Parties for, any and all liabilities and actions of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated and known or unknown (the "Claims") with respect to: (i) facts and circumstances existing at or prior to the Effective Time that have been or could be asserted against a Released Party in connection with the transactions contemplated by the Merger Agreement, and (ii) the allocation of the Merger Consideration pursuant to the Merger Agreement (including with respect to the timing and the amount of such payments), and, in each case ((i) and (ii)), such Signatory Stockholder shall not seek to recover any amounts in connection therewith or thereunder from such Released Parties.

b. Such released Liabilities shall include any right to recover against the Released Parties for any indemnification claims made against or paid by a Signatory Stockholder pursuant to Article 7 of the Merger Agreement. Each Signatory Stockholder understands that this is a full and final release of all claims, demands, causes of action and Liabilities of any nature whatsoever, whether or not known, suspected or claimed, that could have been asserted in any legal or equitable proceeding against the Released Parties, except as expressly set forth herein. For the avoidance of doubt, the foregoing release shall not apply and none of the following shall be released by each Signatory Stockholder: (i) if the Signatory Stockholder is an employee of any of the Released Parties, Claims for any benefit, wages or salary earned by the Signatory Stockholder arising out of or related to the Signatory Stockholder's employment by any of the Released Parties to the extent earned and unpaid, (ii) Claims and rights of the Signatory Stockholder for indemnification and reimbursement by any of the Released Parties under the Charter Documents, the By-Laws of the Company or any indemnification agreement as in effect on the date of the Merger Agreement, or under any Contract entered into by any of the Released Parties and the Signatory Stockholder (to the extent such Contract is set forth on Section 3.12 or Section 3.17 of the Disclosure Letter), (iii) Claims of the Signatory Stockholder as a service provider or licensor of any of the Released Parties and (iv) Claims of the Signatory Stockholder to its right to receive Closing Consideration in accordance with the terms of the Merger Agreement. To the extent permitted by applicable law, each Signatory Stockholder expressly waives the benefit of any applicable law, which, if applied to the release set forth above, would otherwise exclude from its binding effect any Claim not known by such Signatory Stockholder at the Effective Time to exist. Each Signatory Stockholder represents that it is not aware of any Claim by it other than the Claims that are waived, released and forever discharged by the release set forth above. For the avoidance of doubt, the release set forth above is an integral part of the Merger and the transactions contemplated by the Merger Agreement and without such release, none of the Company, Buyer nor Merger Sub I nor Merger Sub II would have entered into the Merger Agreement. Further, nothing contained in the release

set forth above shall be construed to prohibit a Signatory Stockholder from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency, provided, however, that each Signatory Stockholder hereby agrees to waive its, his or her right to recover monetary damages or other individual relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by the Signatory Stockholder or by anyone else on its, his or her behalf.

8. WAIVER OF APPRAISAL RIGHTS

Each Signatory Stockholder hereby waives and agrees not to assert any and all appraisal or dissenters rights under the DGCL or any other applicable law.

9. BRIDGE FINANCING

WHEREAS, the Company proposes to enter into a Promissory Note Purchase Agreement (the "Note Purchase Agreement"), in substantially the form attached hereto as Annex D, with certain investors, and to issue to such investors convertible promissory notes in the aggregate original principal amount of up to $1,917,230.04 (the "Bridge Financing").

RESOLVED, that each Signatory Stockholder hereby consents to and approves the Bridge Financing pursuant to Article FOURTH, Part B, Section 3.3.7 of the Company Certificate of Incorporation.

10. AMENDMENT AND RESTATEMENT OF KEY EMPLOYEE RETENTION PLAN

RESOLVED, that the Amended and Restated Key Employee Retention Plan of the Company in the form attached hereto as Annex E be, and it hereby is, approved.

11. EFFECTIVENESS

Each of the undersigned has executed this Written Consent on the date of execution set forth by his, her or its name (the "Date of Execution"). This Written Consent shall be effective with respect to all Company Shares held by each of the undersigned automatically upon the latest of (a) delivery of this Written Consent by the Requisite Stockholders; (b) such time as is immediately following the execution and delivery of the Merger Agreement by or on behalf of each of the constituent entities party thereto; and (c) such time as is immediately following the effectiveness of the adoption by the Board of resolutions declaring the advisability of, and approving, the Merger Agreement and the Merger (the latest of (a), (b) and (c), the "Consent Effective Time"); provided, that in the event that the Consent Effective Time has not occurred prior to the undersigned stockholder executing and delivering this Written Consent, then pursuant to Section 228(c) of the DGCL, the undersigned stockholder hereby instructs that the undersigned's Written Consent will be effective automatically upon the Consent Effectiveness Time, and in the event that the Consent Effectiveness Time has already occurred before the execution and delivery of this Written Consent by the undersigned (including for purposes of indicating approval of the transactions contemplated herein and waiving appraisal rights), in

accordance with Section 228 of the DGCL, this Written Consent shall be effective with respect to all Company Shares held by the undersigned immediately upon its execution by the undersigned. For each of the undersigned, this Written Consent shall be deemed revoked if it has not become effective within 60 days of the Date of Execution set forth by such undersigned's name.

This Written Consent may be executed in one or more counterparts, each of which, once so executed and delivered (including by facsimile), shall be considered an original, but all such counterparts shall together constitute one and the same instrument.

Upon the Consent Effective Time, the Secretary of the Company is directed to file a copy of this Written Consent in the minute book of the Company.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Stockholders on the dates set forth below.

Date: _____

_____
Name of Stockholder (Please Print)

_____
Signature

_____
Print Name of Signatory (Entity Stockholders)

_____
Print Title of Signatory (Entity Stockholders)

Exhibit B

Form of Joinder Agreement

JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Agreement") is entered into as of November 15, 2021, by and among Harness Inc., a Delaware corporation ("Parent"), ZeroNorth, Inc., a Delaware corporation (the "Company"), and the undersigned holder ("Holder") of shares of capital stock of the Company, promissory notes of the Company or rights to participate in the Management Incentive Plan. Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in the Merger Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Agreement and Plan of Reorganization (as the same may be amended from time to time, the "Merger Agreement"), dated as of the date hereof, by and among Parent, the Company, Merger Sub I, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub I"), Project Protect Merger Sub II, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Merger Sub II" and, together with Merger Sub II, the "Merger Subs"), Shareholder Representative Services LLC, as representative of the Stockholders of the Company (the "Representative"), Merger Sub I will merge with and into the Company, with the Company to be the surviving corporation of the First Merger (the "First Merger") and, as part of the same overall transaction, the Company will then merge with and into Merger Sub II (the "Second Merger" and, together with the First Merger, the "Mergers") and Merger Sub II shall be the surviving entity of the Second Merger;

WHEREAS, each Holder will receive consideration as set forth in the Merger Agreement, subject to and conditioned upon the terms and conditions therein;

WHEREAS, it is a condition to the obligation of Parent and the Merger Subs to effect the Mergers that Parent shall have received an executed copy of this Agreement from each of the Participating Holders, as such term is defined in the Merger Agreement; and

WHEREAS, in order to induce Parent and the Merger Subs to complete the transactions contemplated by the Merger Agreement, Holder is willing to enter into this Agreement.

NOW, THEREFORE, intending to be legally bound, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Representations and Warranties of Holder. Holder hereby represents and warrants to Parent as follows:

(a) Holder's address and email address set forth on the signature page hereto is correct.

(b) Holder has completed the investor questionnaire attached hereto as Exhibit A, and the information set forth therein is accurate and complete. Holder understands and acknowledges that Parent is relying on such investor questionnaire to determine whether Holder is an accredited investor within the meaning of Rule 501 of Regulation D promulgated by the U.S. Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and is using such information for purposes of confirming the availability of an exemption from the registration and prospectus delivery requirements under the Securities Act in connection with issuing the Parent Shares in the Mergers.

(c) If Holder is an entity, it has all requisite power and authority or, if Holder is an individual, he/she has the legal capacity, to enter into this Agreement, and to perform its, his or her covenants

and obligations hereunder. If Holder is an entity, the execution and delivery of this Agreement by Holder and the performance by Holder of its covenants and obligations under this Agreement have been duly authorized by all necessary action on the part of Holder and no further action is required on the part of Holder to authorize this Agreement or the performance by Holder of its covenants and obligations hereunder. This Agreement has been duly executed and delivered by Holder, and assuming the due authorization, execution and delivery by the other parties hereto, constitutes the valid and binding obligations of Holder, enforceable against Holder in accordance with its terms, subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to rights of creditors generally and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

(d) As of the date hereof, there is no Action pending, or to the knowledge of Holder, threatened against Holder or, if Holder is an entity, any of its officers or directors (in their capacities as such), arising out of or relating to: (i) Holder's beneficial ownership of securities of the Company or any right to acquire the same, or (ii) Holder's capacity as a Company Securityholder.

(e) The execution and delivery by Holder of this Agreement, and the performance by Holder of its, his or her covenants and obligations hereunder, will not conflict with (i) any provision of the organizational documents of Holder if Holder is an entity, or (ii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Holder or its, his or her properties or assets. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Holder in order to enable Holder to execute and deliver this Agreement, and perform its, his or her covenants and obligations hereunder.

(f) Holder has (i) received a copy of the Merger Agreement and this Agreement, (ii) had the opportunity to carefully read each such agreement, (iii) has discussed the foregoing with Holder's professional advisors to the extent Holder has deemed necessary and (iv) understands his, her or its obligations hereunder or thereunder. Except for the Terminated Agreements, Holder is not a party to any Contract with respect to the voting of equity securities of the Company or relating to the allocation of the Merger Consideration in a manner that is inconsistent with the terms of the Merger Agreement or this Agreement.

(g) Holder is the sole record owner of, and has the sole right to vote, if applicable, and to dispose of, the securities of the Company set forth on the signature page hereto (collectively, the "Holder Securities") (subject to, in the case of individuals, applicable community property laws, if any), and such Holder Securities are, or as of the Closing, subject to termination of the Terminated Agreements and subject to applicable securities laws, will be, free and clear of any pledge, lien, security interest, mortgage, charge, claim, equity, option, proxy, voting restriction, voting trust or agreement, understanding, arrangement, right of first refusal, limitation on disposition, adverse claim of ownership or use or encumbrance of any kind. Other than the Holder Securities, Holder does not own of record any other securities of the Company or rights to acquire securities of the Company.

(h) Holder has not (i) Transferred any interest in any of the Holder Securities, or (ii) granted any options, warrants, calls or any other rights to purchase or otherwise acquire any such holder Securities or any interest therein.

(i) Holder is not obligated for the payment of any fees or expenses of any investment banker, broker, advisor, finder or similar party in connection with the origin, negotiation or execution of the merger Agreement or this Agreement, or in connection with the Mergers.

2. Further Representations and Warranties Regarding Parent Shares. If Holder is to receive Parent Shares pursuant to the terms of the Merger Agreement, Holder further represents and warrants as follows:

(a) Holder is acquiring the Parent Shares for investment for Holder's own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and Holder has no present intention of reselling or distributing any of such securities in violation of the Securities Act or any applicable state securities law and has no Contract with any person regarding the resale or distribution of such securities in violation of the Securities Act or any applicable state securities law.

(b) Holder understands and acknowledges that Holder's investment in the Parent Shares involves a high degree of risk and has sought such accounting, legal and tax advice as Holder has considered necessary to make an informed investment decision with respect to Holder's acquisition of the Parent Shares. Holder is fully aware of: (i) the highly speculative nature of an investment in the Parent Shares, (ii) the financial hazards involved, (iii) the lack of liquidity of the Parent Shares including the restrictions on Transfer and other obligations with respect thereto set forth in this Agreement and the Merger Agreement, (iv) the qualifications and backgrounds of the management of Parent, and (v) the tax consequences of acquiring the Parent Shares. Holder has such knowledge and experience in financial and business matters such that Holder is capable of evaluating the merits and risks associated with consummating the Mergers and accepting the Parent Shares as consideration in the Mergers in accordance with the terms of this Agreement and the Merger Agreement, has the capacity to protect Holder's own interests in connection with the Mergers and the other transactions contemplated by this Agreement, the Merger Agreement and, if applicable, any other Holder Agreements, and is financially capable of bearing a total loss of the Parent Shares. Holder either has a pre-existing personal or business relationship with Parent or any of its partners, officers, directors or controlling persons, or by reason of Holder's business or financial experience or that of its professional advisers who are unaffiliated with and who are not compensated by Parent or any Affiliate or selling agent of Parent, directly or indirectly, has the capacity to protect Holder's own interests in connection with the Mergers and the other transactions contemplated by the Merger Agreement, this Agreement and, if applicable, any other Holder Agreements.

(c) Holder has had an opportunity to ask questions and receive answers regarding the business, properties, prospects and financial condition of Parent.

(d) Holder understands and acknowledges that the Parent Shares issued in connection with the Merger Agreement will not be registered under the Securities Act by reason of a specific exemption from the registration and prospectus delivery requirements of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Holder's representations set forth in this Agreement (including in the investor questionnaire attached as Exhibit A hereto).

(e) Holder understands and acknowledges that the Parent Shares issued in connection with the Merger Agreement constitute "restricted securities" under Rule 144 promulgated under the Securities Act and, therefore, such shares may not be sold unless they are registered under the Securities Act or an exemption from the registration and prospectus delivery requirements of the Securities Act is available. Holder is aware of the provisions of Rule 144 promulgated under the Securities Act. Holder further understands and acknowledges that Parent is under no obligation, and does not intend, to register the resale of the Parent Shares that are issuable to Holder in connection with the Merger Agreement, that Holder will be required to bear the financial risks of holding Parent Shares for an indefinite period of time, and that there is no guarantee that Holder will be able to achieve liquidity with respect to any Parent Shares that Holder receives in connection with the Merger Agreement.

3. Agreements of Holder.

(a) Holder hereby acknowledges and agrees that he, she or it is a "Company Securityholder" and, except to the extent Holder holds a New Bridge Note under the Merger Agreement, a

"Participating Holder" and an "Indemnifying Party" under the Merger Agreement and agrees to be bound by the provisions of the Merger Agreement applicable to the Participating Holders and the Indemnifying Parties, including (A) the amount, form and allocation of Merger Consideration payable in accordance with Article 2 of the Merger Agreement (including the provisions therein relating to the Escrow Amount), (B) except to the extent a holder of a New Bridge Note, the obligation to indemnify, reimburse and compensate the Indemnified Parties in accordance with Article 7 and Article 8 of the Merger Agreement, and (C) if the Holder is receiving Parent Shares, the restrictions on Transfer and other provisions relating to the Parent Shares set forth in Article 6 of the Merger Agreement.

(b) Except in Holder's capacity as a holder of a New Bridge Note, if applicable, Holder acknowledges and agrees that (i) at the Closing, the Escrow Amount shall be withheld from the Merger Consideration payable to Holder and the other Indemnifying Parties pursuant to and subject to the terms and conditions of the Merger Agreement, shall be deposited with the Escrow Agent to be held as security to compensate Parent and the other Indemnified Parties for any Damages for which any of them are entitled to recover under the Merger Agreement, including Article 7 and Article 8 thereof; and (ii) Holder shall be entitled to a portion of the Escrow Amount only if, as and when such amount becomes payable to Holder in accordance with the provisions of the Merger Agreement.

(c) Unless otherwise consented to in writing by Parent or pursuant to the terms of the Merger Agreement, Holder shall not (i) Transfer any Holder Securities, (ii) grant any option, warrant, call or any other right to purchase or otherwise acquire any Holder Securities or any interest therein, or (iii) enter into any Contract with respect to any of the matters contemplated by clauses (i) or (ii).

(d) Holder hereby irrevocably and unconditionally waives and agrees not to assert any appraisal or dissenter's rights or similar rights under applicable law with respect to the Mergers.

(e) Holder agrees that he, she or it will not bring, commence, institute, maintain, prosecute, participate in or voluntarily aid any legal proceeding, in law or in equity, in any court or before any Governmental Authority, which (i) challenges the validity of or seeks to enjoin the operation of any provision of the Written Consent, the Merger Agreement, this Agreement or the consummation of the Mergers and the other transactions and matters contemplated by the Written Consent or any such other agreements or (ii) alleges that any actions taken (or omitted) in connection with or in furtherance of the Mergers or any of the other transactions contemplated by the Written Consent, the Merger Agreement, or this Agreement breaches any fiduciary duty, whether of the board of directors of the Company or any member thereof, of any officer of the Company or of any holder of Company Capital Stock or other securities of the Company.

(f) Holder acknowledges and understands that the representations, warranties and covenants by Holder set forth herein and any covenants set forth in the Merger Agreement applicable to the Participating Holders, the Company Securityholders and the Indemnifying Parties will be relied upon by Parent, Merger Subs, the Company, the Surviving Corporation, the Surviving Entity, the other Participating Holders and Indemnifying Parties, and their respective Affiliates and counsel, and that substantial Liabilities may be incurred by such Persons if Holder's representations, warranties, or covenants set forth herein and any covenants set forth in the Merger Agreement applicable to Holder are inaccurate or are breached.

4. Representative. Holder hereby agrees to the appointment of Shareholder Representative Services LLC as the Representative (as such term is defined in the Merger Agreement) and as the attorney-in-fact and agent for and on behalf of Holder and the other Indemnifying Parties with respect to all matters for which authority is granted to the Representative under the Merger Agreement and hereby authorizes and approves the taking by the Representative of any and all actions and the making of any decisions required or permitted to be taken by the Representative pursuant to the authority granted to it under the Merger Agreement.

5. Confidentiality. Holder agrees to at all times keep confidential and not divulge, furnish or make accessible any information regarding or relating to the Merger Agreement, this Agreement or the Mergers or any of the other transactions contemplated hereby or thereby, or any claim or dispute arising therefrom or relating thereto, to anyone (other than: (a) to directors, officers, employees, managers, attorneys, accountants, financial advisors or Affiliates of Holder, in each case who have a need to know such information, are made aware of the confidential nature of the information, are directed by Holder to keep such information confidential and are either bound by confidentiality restrictions with respect to the information shared that are at least as restrictive as this Section 5 or are bound by codes of professional responsibility that require maintenance of confidentiality of such information or (b) in the case of a Holder that is a venture capital or private equity fund, to the limited partners, stockholders, or members of such Holder to the extent such disclosure is made in the ordinary course of such Holder's business and only to the extent necessary to satisfy such Holder's reporting requirements under applicable agreements with such parties in effect on the date of this Agreement, provided that any such Persons to whom such information is disclosed are made aware of the confidential nature of the information, are directed by Holder to keep such information confidential and are bound by confidentiality restrictions with respect to the information shared that are at least as restrictive as this Section 5; provided further that Holder shall be liable to Parent for any Damages resulting from any failure to maintain such confidentiality by any Person to whom disclosures were made by Holder pursuant to the foregoing clauses (a) or (b) except, in each case, to the extent that (A) such information is or has otherwise been made public (other than as a result of disclosure by Holder in violation of the terms of this Joinder Agreement, any Person to whom any Holder disclosed such information who violated the terms of any confidentiality obligation to such Holder or by the Company or the Representative in violation of the confidentiality provisions in the Merger Agreement); (B) such Holder is required by applicable Law or any applicable Action to divulge or disclose such information, in which case Holder shall use its reasonable best efforts to cooperate with Parent, at Parent's sole cost and expense, to limit such disclosure to the greatest extent permitted under applicable Law; (C) Holder is required by an applicable process, subpoena or order, provided that Holder gives Parent notice that is reasonable in the circumstances and cooperates with Parent, at Parent's sole cost and expense, to obtain a protective order to take such other legal steps to protect its interest in such information in each case, to the extent legally permitted; (D) such information has been independently developed by Holder without use of or reference to the confidential information hereunder or (E) Holder received such information from a third party who, to Holder's knowledge at the time of disclosure, was not subject to any confidentiality obligations.

6. Termination of Certain Agreements. Each of the agreements listed on Exhibit B attached hereto shall, contingent upon the occurrence of the Closing (each a "Terminated Agreement" and collectively the "Terminated Agreements") automatically terminate and be of no further force or effect, and Holder agrees that Holder will take no action with regard to pursuing any claim pursuant to such Terminated Agreement. Furthermore, the Holder and the Company each hereby acknowledges and agrees that to the extent any Terminated Agreement may, by its terms, only be terminated (or, if necessary, amended to provide for its termination as contemplated by this Section 6) pursuant to an agreement or other instrument, written or otherwise, between the Company and one or more other parties thereto, this Agreement, together with the other Joinder Agreements entered into by other holders of securities of the Company in connection with the Merger Agreement, who are also parties to such Terminated Agreement, shall be deemed to be one and the same instrument for purposes of satisfying the termination (or, if applicable, amendment providing for such termination) requirements set forth in any such Terminated Agreement, and the Company hereby consents to each such termination (and, if applicable, such amendment providing therefor).

7. General Release.

(a) Effective for all purposes as of the Effective Time, Holder, on behalf of himself, herself or itself and each of his, her or its successors, heirs, assigns or controlled Affiliates (but not, for the avoidance of doubt, any portfolio company of Holder) (each, a "Releasor"), hereby irrevocably and unconditionally

releases and forever discharges the Company, Parent, Merger Sub I or Merger Sub II, or any of their Affiliates, or any of their respective employees, directors, officers, agents, securityholders, attorneys, representatives, predecessors, successors, related entities or assigns or any Persons acting by, through, under or in concert with any of them (collectively, the "Released Parties"), from any and all claims, suits, demands, causes of action, obligations, debts, costs, expenses, attorneys' fees and liabilities, of whatever kind or nature, in law or in equity, by statute or otherwise, whether now known or unknown, vested or contingent, suspected or unsuspected, which have existed or may have existed, or which do exist, at any time up to and including the Effective Time (including under any Terminated Agreements) relating to, arising out of or in connection with Holder's association with the Company, as a Company Securityholder and/or a participant in the Management Incentive Plan (the "Released Matters"); provided, that such release and discharge shall not apply to any rights arising under (i) the Merger Agreement (ii) the indemnification provisions of the Company's certificate of incorporation or bylaws or any existing indemnification agreements between the undersigned and the Company that are disclosed on the Company Disclosure Letter, (iii) rights with respect to any applicable directors' and officer's liability insurance, or (iv) if the undersigned is an employee of the Company, any claim for unpaid wages, base salary, bonuses, commissions and reimbursable out-of-pocket expenses that have accrued and are due and payable prior to the Closing.

(b) Holder, on behalf of such Holder and each other Releasor, represents, warrants and covenants that such Releasor (i) has no claims relating to, arising out of or in connection with any Released Matter, (ii) has not transferred or assigned, or purported to transfer or assign, any claims relating to, arising out of or in connection with any Released Matter and (iii) shall not transfer or assign, or purport to transfer or assign, any claims relating to, arising out of or in connection with any Released Matter, in each case against any of the Released Parties.

(c) Holder acknowledges and agrees that neither Holder nor any of Holder's Affiliates shall have any right of contribution, indemnification or right of advancement from, or right of subrogation with respect to, the Company, Parent or any of their respective Affiliates with respect to any Damages claimed by any of the Indemnified Parties pursuant to Article 7 or Article 8 of the Merger Agreement.

(d) Holder acknowledges that he, she or it is familiar with Section 1542 of the Civil Code of the State of California ("Section 1542"), which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(e) Holder, on behalf of himself, herself or itself and each other Releasor, hereby waives and relinquishes any rights and benefits that any Releasor may have under Section 1542 or any similar statute or common law principle of any jurisdiction. Holder, on behalf of himself, herself or itself and each other Releasor, acknowledges that he, she or it may hereafter discover facts in addition to or different from those that Holder or any other Releasor now knows or believes to be true with respect to the subject matter of this release, but it is Holder's intention, on behalf of himself, herself or itself and each other Releasor, subject to Section 7(a), to fully and finally and forever settle and release any and all Released Matters. In furtherance of this intention, the releases contained herein shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different facts. Holder hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting or causing to be commenced, any action, proceeding, charge, complaint, or investigation of any kind against any of the

Released Parties, in any forum whatsoever (including any administrative agency), that arises out of the Released Matters.

(f) Holder represents and acknowledges that he, she or it has read this release and understands its terms and has been given an opportunity to ask questions of the Company's representatives. Holder further represents that in signing this release he, she or it does not rely, and has not relied, on any representation or statement not set forth in this release made by any representative of the Company or anyone else with regard to the subject matter, basis or effect of this release or otherwise.

(g) If Holder is married or has a domestic partner, he or she has delivered with this Agreement a Spousal Consent in the form attached hereto as Exhibit C (the "Spousal Consent"), executed by Holder's spouse or domestic partner, as applicable. Holder represents and warrants to Parent that Holder's spouse or domestic partner, as applicable, is competent to execute and deliver the Spousal Consent.

8. Tax Matters. Holder has had an opportunity to review with its, his or her own tax advisors the tax consequences of the Mergers and the other transactions contemplated by the Merger Agreement. Holder understands that it, he, or she must rely solely on its, his or her advisors and not on any statements or representations made by Parent, the Company or any of their agents or representatives. Holder understands that Holder (and not Parent, the Company or the Surviving Corporation) shall be responsible for any Tax Liability for Holder that may arise as a result of the Mergers and the other transactions contemplated by the Merger Agreement.

9. Miscellaneous.

(a) Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile, sent by electronic mail, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express overnight service. Such notices and other communications shall be effective and be deemed delivered and received (i) upon receipt if hand delivered, (ii) on the date of transmission if transmitted by facsimile or electronic mail by 5:00 p.m. (Eastern time) on a Business Day, otherwise on the next Business Day after transmission, (iii) three Business Days after mailing if sent by mail, and (iv) one Business Day after dispatch if sent by overnight courier, to the following addresses, or such other addresses as any party may notify the other parties in accordance with this Section 9(a):

(i) if to Parent or, following the Closing, the Company, to:

Harness Inc.
116 New Montgomery Street #200
San Francisco, CA 94105

Attention: Jyoti Bansal, CEO
E-Mail: jyoti@harness.io

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

Goodwin Procter LLP
Three Embarcadero Center
San Francisco, CA 94111-4003
Attention: Paula Nagarajan
Facsimile No.: (415) 634-2818
Email: pnagarajan@goodwinlaw.com

(i) If to the Company prior to the Closing to:

ZeroNorth, Inc.
PO Box 120255
Boston, MA 02112
Attention: John Worrall
Fax No.:
E-Mail: jworrall@zeronorth.io

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

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attention: Hal J. Leibowitz, Esq.
Fax No.: (617) 526-5000
E-Mail: hal.leibowitz@wilmerhale.com

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attention: Jason L. Kropp, Esq.
Fax No.: (617) 526-5000
E-Mail: jason.kropp@wilmerhale.com

(ii) if to Holder to: the address for notice set forth on the signature page hereto.

(b) Interpretation. When a reference is made in this Agreement to Sections or Exhibits, such reference shall be to a Section of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number respectively, (iii) the terms "hereof," "herein," "hereunder," and derivative or similar words refer to this entire Agreement and not to any particular provision of this Agreement, and (iv) references to any statute shall refer to the statute, as amended, and include the rules and regulations promulgated thereunder. The word "extent" in the phrase "to the extent" means the degree to which

a subject or other thing extends, and such phrase does not mean simply "if". The use of "either" and "or" are not intended to be exclusive unless expressly indicated otherwise. All references in this Agreement to the subsidiaries of a legal entity shall be deemed to include all direct and indirect subsidiaries of such entity.

(c) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile, .pdf or other electronic means), each of which shall be an original as regards any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

(d) Entire Agreement. This Agreement, the Merger Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto, including all the exhibits attached hereto, (a) constitute the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, both written and oral, among the parties hereto with respect to the subject matter hereof, which shall continue in full force and effect, and shall survive any termination of this Agreement, in accordance with its terms, and (b) are not intended to confer, and shall not be construed as conferring, upon any Person other than the parties hereto any rights or remedies hereunder (other than the Indemnified Parties and Released Parties who are not party to this Agreement, which Persons are intended third party beneficiaries of this Agreement and shall be entitled to enforce this Agreement against Holder in accordance with its terms).

(e) Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto.

(f) Remedies Cumulative. Except as otherwise expressly provided herein, any and all remedies herein expressly conferred upon a party hereunder shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by Law on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damage. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any State having jurisdiction, subject to Section 9(g) below, this being in addition to any other remedy to which they are entitled at law or in equity.

(g) Governing Law. This Agreement shall be governed and construed in accordance with the internal Laws of the State of Delaware, irrespective of its conflicts of law principles. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (unless the Federal courts have exclusive jurisdiction over the matter, in which case the United States District Court for the District of Delaware) in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Court of Chancery of the State of Delaware or the United States District Court for the District of Delaware; provided that a judgment rendered by such court may be enforced in any court having competent

jurisdiction. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9(a) or in such other manner as may be permitted by Law, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in the State of Delaware.

(h) Rules of Construction. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement or determined after reviewing this Agreement carefully that it would not seek such guidance or counsel and, therefore, hereby waive, with respect to this Agreement and each Exhibit attached hereto, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

(i) WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Signature page follows.]

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

HARNESS INC.

By: _____
Name:
Title:

[Signature Page to Joinder Agreement]

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

ZERONORTH, INC.

By: _____
Name: John Worrall
Title: Chief Executive Officer

[Signature Page to Joinder Agreement]

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

HOLDER:

[___]

By: _____
Name:
Title:

Address:

Email:

Company Capital Stock beneficially owned:

_____ shares of Company Common Stock

_____ shares of Series Seed Preferred Stock

_____ shares of Series A Preferred Stock

_____shares of Series A+ Preferred Stock

Other securities of the Company beneficially owned:

_____ Company Options

$_____ Aggregate Principal Amount of July 2021 Note(s)

$_____ Aggregate Principal Amount of New Bridge Note(s)

EXHIBIT A

EXHIBIT B

TERMINATED AGREEMENTS

1) Amended and Restated Series A+ Preferred Stock Purchase Agreement dated as of March 2, 2020 by and between the Company and certain of the Company's equity holders.

2) Amended and Restated Voting Agreement dated as of March 2, 2020, by and between the Company and certain of the Company's equity holders.

3) Amended and Restated Right of First Refusal and Co-Sale Agreement dated as of March 2, 2020 by and between the Company and certain of the Company's equity holders.

4) Amended and Restated Investor's Rights Agreement dated as of March 2, 2020, by and between the Company and certain of the Company's equity holders.

5) Management Rights Letter dated as of November 27, 2018, by and between the Company and ClearSky Security Fund LLC.

EXHIBIT C

SPOUSAL CONSENT

I, _____, spouse/domestic partner of _____ ("Holder"), acknowledge that I have read the Joinder Agreement executed by Holder, entered into on November 15, 2021, (the "Agreement"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding Company Capital Stock and/or Company Options (as defined in the Merger Agreement) that my spouse/domestic partner may own, including any interest that I might have therein.

I understand and agree that my interest, if any, in any Company Capital Stock and Company Options subject to the Agreement shall be irrevocably subject to the Agreement. I further understand and agree that any community property interest that I may have in such Company Capital Stock and Company Options shall be similarly subject to the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will not seek such guidance or counsel.

Dated: _____ Signature: _____

Print Name: _____

Exhibit C

Form of Investor Questionnaire

INVESTOR QUESTIONNAIRE

This confidential Investor Questionnaire (this "Questionnaire") is being provided to you in connection with a potential transaction (the "Transaction") involving Harness Inc. (the "Company"). If the Transaction is consummated, then securities ("Securities") of the Company will be issued without registration under the Securities Act of 1933, as amended (the "Act") and the securities laws of certain states, in reliance on the exemptions contained in Section 4(a)(2) of the Act and/or on Regulation D promulgated thereunder and in reliance on similar exemptions under applicable state laws. This Questionnaire will be used to determine whether you meet the applicable suitability requirements for these exemptions, and reliance upon the private offering exemptions from registration is based in part on the information herein supplied.

This Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy any security. You must answer all applicable questions and complete, date and sign this Questionnaire. Please print or type your responses and attach additional sheets of paper if necessary to complete your answers to any item.

This Questionnaire and the information contained herein, including the fact that the Company may engage in the potential Transaction, constitutes confidential information of the Company. You should not disclose this information, or share this Investor Questionnaire, with any other person other than your legal, tax, accounting and financial advisors on a confidential basis.

A. Background Information.

Name:_____

Business Address:_____
(Number and Street)

_____
(City) (State) (Zip Code)

Telephone Number:_____

Social Security or Taxpayer Identification No._____

If an individual:
Age:_____ Citizenship:_____

If a corporation, partnership, limited liability company, trust or other entity:
Type of entity:_____
State of formation:_____ Date of formation:_____

B. Status as Accredited Investor (Please initial (i) or (ii)).

_____ (i) The undersigned is not an "accredited investor" as such term is defined in Regulation D under the Act.

_____ (ii) The undersigned is an "accredited investor" as such term is defined in Regulation D under the Act, as at the time of the sale of the Securities the undersigned falls within one or more of the following categories (Please initial one or more, as applicable):

_____ (1) a bank as defined in Section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any investment advisor registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; an insurance company as defined in Section 2(a)(13) of the Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with the investment decisions made solely by persons that are accredited investors;

_____ (2) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (3) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

_____ (4) a director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

_____ (5) a natural person whose individual net worth (see definition below), or joint net worth with that person's spouse, exceeds $1,000,000 (see note on determining "net worth" below);

_____ (6) a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year (see note on determining "income" below);

_____ (7) a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose acquisition of the Securities is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;

_____ (8) an entity in which all of the equity owners are accredited investors (as defined above).

For the purposes of calculating net worth for the purposes of subsection (5) above: (A) The person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of

securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability. This paragraph will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that: (X) such right was held by the person on July 20, 2010; (Y) the person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and (Z) The person held securities of the same issuer, other than such right, on July 20, 2010.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Investor Questionnaire as of the date last written below, and declares that it is truthful and correct.

_____
(print name)

By: _____
(signature)

Title: _____
(required for any corporation, partnership, trust or other entity)

Date: _____

Exhibit D

Form of Charter Amendment

CERTIFICATE OF AMENDMENT TO THE THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF ZERONORTH, INC.

ZeroNorth, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "DGCL"),

DOES HEREBY CERTIFY:

FIRST: That the name of the Corporation is ZeroNorth, Inc. The Corporation was originally incorporated on July 6, 2015 under the name "Xdata.center Inc."

SECOND: That the Board of Directors duly adopted resolutions in accordance with Section 141 of the DGCL setting forth a proposed amendment to the Third Amended and Restated Certificate of Incorporation of this Corporation (the "Restated Certificate"), declaring said amendment to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders to such amendment, which resolutions setting forth the proposed amendment are substantially as follows:

RESOLVED, that the Restated Certificate be further amended as follows:

Article Fourth, Part B, Section 2 is hereby amended by adding the following paragraph as a new Subsection 2.5:

"2.5 Notwithstanding anything to the contrary in this Section 2, in the event the Corporation consummates a Deemed Liquidation Event prior to November 17, 2021 (the "Outside Date") pursuant to that certain Agreement and Plan of Reorganization (the "Protect Merger Agreement"), dated November 15, 2021, by and among the Corporation, Harness Inc., a Delaware corporation ("Parent"), Project Protect Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of Parent, Project Protect Merger Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent, and Shareholder Representative Services LLC, as representative of the Corporation's stockholders, the consideration payable to the holders of shares of Preferred Stock and Common Stock pursuant to such Deemed Liquidation Event shall be paid, and the allocation of any consideration subject to a deferral, shall be allocated, in accordance with such Protect Merger Agreement, and the terms of such Protect Merger Agreement shall prevail over the terms set forth in Article Fourth, Part B, Section 2 and the provisions of this Article Fourth, Part B, Subsection 2.5 shall control and govern with respect to the distribution of consideration payable pursuant to such Protect Merger Agreement, and the holders of shares of Preferred Stock and Common Stock shall not have the rights to distributions in connection with such Deemed Liquidation Event under Article Fourth, Part B, Sections 2.1 through 2.4. Notwithstanding the foregoing, if the Deemed

Liquidation pursuant to the Protect Merger Agreement is not consummated prior to the Outside Date, then the holders of shares of Preferred Stock and Common Stock shall thereafter have the rights to distributions and payments pursuant to a Deemed Liquidation Event as set forth under Article Fourth, Part B, Sections 2.1 through 2.4] above in lieu of the rights set forth in the first sentence of this Article Fourth, Part B, Subsection 2.5."

THIRD: That the foregoing amendment was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 228 of the DGCL.

FOURTH: That this Certificate of Amendment, which further amends the provisions of the Restated Certificate, has been duly adopted in accordance with Section 242 of the DGCL.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned officer of this Corporation does hereby declare and certify, under penalties of perjury, that this is the act and deed of the corporation and the facts stated herein are true, and accordingly has hereunto signed this Certificate of Amendment this 15th day of November, 2021.

_____
Name: John Worrall
Title: President and Chief Executive Officer

Exhibit E

Spreadsheet

Names	Taxpayer ID	(i) Wire Instructions	Address	E-mail	(ii) Shares of Capital Stock Held by Such Persons	(iii) the aggregate principal amount and accrued interest of each Company Convertible Note as of the date of this Agreement (July 2021 Notes)	(iii) the aggregate principal amount and accrued interest of each Company Convertible Note as of the date of this Agreement (New Bridge Notes)	(v) Excess Indemnifying Party (y/n)	Pro Rata Share	(vi) Escrow Amount	(vii) Excess Pro Rata Share	(viii) Merger Consideration (Shares of Parent Class B Common Stock)
ClearSky Security Fund I LLC	35-2574697	Bank Name: Silicon Valley Bank Location: Santa Clara, California SWIFT Code: SVBKUS6S (for international payments only) ABA Number: 121-140-399 Account Name: ClearSky Security Fund I LLC Account Number: 3302203348	ClearSky Security Fund I LLC 11231 U.S. Highway 1, Suite 395 North Palm Beach, FL 33408	nick.buford@clear-sky.com	19354183 of Series A Preferred and 6297055 of Series A+ Preferred	$ 503,075.43	$ 639,076.68	y	24%	$ 237,394.34	25%	153,262.00
Crosslink Bayview VIII, LLC	82-2758409	ABA #121140399 SWIFT SVBKUS6S Silicon Valley Bank Palo Alto, CA Acct # 3302238565	2180 Sand Hill Road, Suite 200 Menlo Park, CA 94025	mbigge@crosslinkcapital.com	311529 of Series A Preferred and 640829 of Series A+ Preferred	$ 18,677.51	$ 36,014.85	y	1%	$ 8,813.66	1%	6,805.00
Crosslink Ventures VIII, LLC	82-2728408	ABA #121140399 Silicon Valley Bank Palo Alto, CA Acct # 3302239791	2180 Sand Hill Road, Suite 200 Menlo Park, CA 94025	mbigge@crosslinkcapital.com	3275858 of Series A Preferred and 6738581 of Series A+ Preferred	$ 196,405.29	$ 378,711.02	y	9%	$ 92,680.94	10%	71,560.00
Crosslink Ventures VIII-B, LP	82-2742852	ABA #121140399 SWIFT SVBKUS6S Silicon Valley Bank Palo Alto, CA Acct # 3302238584	2180 Sand Hill Road, Suite 200 Menlo Park, CA 94025	mbigge@crosslinkcapital.com	1940639 of Series A Preferred and 3991979 of Series A+ Preferred	$ 116,350.74	$ 224,350.81	y	5%	$ 54,904.80	6%	42,392.00
Rally Technology Partners Fund III, LP	82-5267856	Silicon Valley Bank Routing Number: 121140399 Account Number: 3302415212	Rally Ventures 100 Washington Avenue South, Suite 1310 Minneapolis, MN 55401	stephanie@rallyventures.com	1467100 of Series A Preferred and 477334 of Series A+ Preferred	$ 38,134.49	$ 128,241.38	y	2%	$ 17,995.14	2%	18,859.00
Rally Ventures Fund III, L.P.	82-5252920	Silicon Valley Bank Routing Number: 121140399 Account Number: 3302415208	Rally Ventures 100 Washington Avenue South, Suite 1310 Minneapolis, MN 55401	stephanie@rallyventures.com	5844029 of Series A Preferred and 1901406 of Series A+ Preferred	$ 151,904.49	$ 510,835.30	y	7%	$ 71,681.63	7%	75,122.00
Petrillo Capital Cyber Investments, LLC	84-4814599	First Republic Bank Routing Number: 321081669 Account Number: 80008345193	C/O Enrico Petrillo 12 Stafford Road Lynnfield Ma. 01940	enrico@petrillocap.com	7540316 of Series A Preferred, 2192176 of Series A+ Preferred, 744670 of Series Seed, 611898 of Common under Enrico Petrillo			y	2%	$ 20,936.90	5%	20,265.00
Cochimetles LLC	82-4961426	Chase Routing: 021000021 Account: 275968516	Cochimetles LLC 1350 East Flamingo Rd, #703 Las Vegas, NV 89119 For FedEx/UPS use: 4 E Round Rd #378, winhall, VT 05340	cybric.mail@ozit.com	1,434,899 of Series A Preferred			y	0%	$ 1,104.20	0%	1,069.00
Capstone Enterprises LLC	82-3317304	Eastern Bank Routing #: 011301798 Account Number: 601-630-422	176 Federal Street, 3rd Floor Boston, MA 02110	jferrara@capstoneheadwaters.com	574510 of Series A Preferred and 488228 of Series Seed under CYB Capstone Ventures, LLC			y	1%	$ 11,018.90	3%	10,666.00
Bruce McPherson	030-52-1601	Tewksbury Federal Credit Union Routing # - 211386144 Account Number: 002444	99 Kennedy Rd, Tewksbury, MA 01876	bgm2000@yahoo.com	None			n	4%	$ 38,370.63	0%	
Jee Chung	547-55-8112	The Bank of Canton Routing number: 211373102 Acct number: 24172607	66 Cedarcrest Rd, Canton, MA 02021	jeechung@alum.mit.edu	None			n	4%	$ 38,370.63	0%	
Dan Beauregard	025-48-2259	Bank of America Routing #: 011000138 Account #: 000034232521	13 Main Street, Acton, MA 01720	danbeauregard@verizon.net	None			n	4%	$ 38,370.63	0%	
Sergey Bobrov	176-31-6795	Chase Routing: 021000021 Account: 550968512	232 Geminiflora Bend, Leander, TX 78641	s.bobrov.mail@gmail.com	None			n	1%	$ 12,790.21	0%	
William Wisseman	012-74-1046	Routing: 026009593 Account Number: 0046 4721 2480	220 south street Apt. 5 Jamaica Plain, MA 02130-3941	WilliamWissemann@gmail.com	None			n	1%	$ 12,790.21	0%	
Aftab Alam	212-49-0422	Bank: JPMorgan Chase Routing: 02100021 Account number: 673003190165	82 North Main St. #3223, Natick MA 01760	Aftab.alam@gmail.com	None			n	1%	$ 12,790.21	0%	
Nicholas Orefice	049-92-8261	Bank of America Routing: 026009593 Account Number: 385015343354	1212 Guadalupe st unit 904, Austin, TX 78701	nickjoref@gmail.com	None			n	1%	$ 10,232.17	0%	
David Howell	040-78-5782	Bank of America Routing: 026009593 Account Number: 004610128860	57 Westlake Road, Natick, MA 01760	dhowellboston@gmail.com	None			n	6%	$ 63,951.06	0%	
Karen Higgins	023-66-8449	Bank of America Routing: 026009593 Account Number: 466014279063	26 Crooked Spring Road, North Chelmsford, MA 01863	Khiggins3@comcast.net	None			y	12%	$ 115,111.90	19%	
John Worrall	073-48-1702	Bank of America Routing: 026009593 Account Number: 000003155889	39 Riverdale Road, Wellesley, MA 02481	john.worrall@icloud.com	1744491 of Common and 203087 of Series A Preferred			y	14%	$ 140,692.34	23%	
Total									**100%**	**$ 1,000,000.00**	**100%**	

Exhibit F

Form of First Certificate of Merger

CERTIFICATE OF MERGER

MERGING

PROJECT PROTECT MERGER SUB I, INC.,
a Delaware corporation

WITH AND INTO

ZERONORTH, INC.,
a Delaware corporation

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, ZeroNorth, Inc., a Delaware corporation, does hereby certify as follows:

FIRST: The name and state of incorporation of the constituent corporations are: (a) ZeroNorth, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, and (b) Project Protect Merger Sub I, Inc. ("Merger Sub"), a corporation duly organized and existing under the laws of the State of Delaware (collectively, the "Constituent Corporations").

SECOND: An Agreement and Plan of Reorganization, dated as of November 12, 2021, by and among the Constituent Corporations, Harness Inc., Project Protect Merger Sub II, LLC, and Shareholder Representative Services LLC, a Colorado limited liability company, as the securityholder representative (the "Merger Agreement"), has been approved, adopted, executed and acknowledged by each of the Constituent Corporations in accordance with Section 251 of the Delaware General Corporation Law and the requisite stockholders of the Constituent Corporations have given their written consent thereto in accordance with Section 228 of the Delaware General Corporation Law.

THIRD: In accordance with the Merger Agreement, upon the effectiveness of the filing of this Certificate of Merger, Merger Sub I will merge with and into the Corporation and the separate corporate existence of Merger Sub shall cease. The surviving corporation shall be ZeroNorth, Inc. and the name of the surviving corporation (the "Surviving Corporation") is "ZeroNorth, Inc."

FOURTH: The Certificate of Incorporation of the Surviving Corporation is amended and restated to read in its entirety as set forth in Exhibit A hereto.

FIFTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address: 116 New Montgomery Street #200, San Francisco, CA. 94105.

SIXTH: An executed copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either Constituent Corporation.

SEVENTH: The Certificate of Merger and the Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, ZeroNorth, Inc. has caused this Certificate of Merger to be executed in its corporate name as of the 15th day of November, 2021.

ZERONORTH, INC.

By: _____
Name:
Title:

[Signature Page to Certificate of Merger (First Step)]

EXHIBIT A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

ZERONORTH, INC.

ARTICLE I

The name of the corporation is ZeroNorth, Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as the same exists or as may hereafter be amended from time to time.

ARTICLE IV

This Corporation is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Corporation has authority to issue is 100 with a par value of $0.0001 per share.

ARTICLE V

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation (the "Board") is expressly authorized to make, alter, amend or repeal the bylaws of the Corporation (the "Bylaws").

ARTICLE VI

Elections of directors need not be by written ballot unless otherwise provided in the Bylaws.

ARTICLE VII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE VIII

To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a

director. If the General Corporation Law or any other law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article VIII, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VIII or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article VIII is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation

or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article VIII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VIII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VIII.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators. Any amendment, repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

Any repeal or modification of the foregoing provisions of this Article VIII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE IX

Except as provided in Article VIII above, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Exhibit G

Form of Second Certificate of Merger

CERTIFICATE OF MERGER

MERGING

ZeroNorth, Inc.,
a Delaware corporation

WITH AND INTO

Project Protect Merger Sub II, LLC,
a Delaware Limited Liability Company

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is Project Protect Merger Sub II, LLC, which was formed pursuant to the Delaware Limited Liability Company Act, and the name of the corporation being merged into this surviving limited liability company is ZeroNorth, Inc., which was incorporated pursuant to the Delaware General Corporation Law.

SECOND: An Agreement and Plan of Reorganization, dated as of November 12, 2021, by and among Harness Inc., Project Protect Merger Sub I, Inc., ZeroNorth, Inc., Project Protect Merger Sub II, LLC, and Shareholder Representative Services LLC, a Colorado limited liability company, as the securityholder representative (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merged corporation in accordance with Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, and the requisite stockholders of the merged corporation have given their written consent thereto in accordance with Section 228 of the Delaware General Corporation Law.

THIRD: In accordance with the Merger Agreement, upon the effectiveness of the filing of this Certificate of Merger, ZeroNorth, Inc. will merge with and into Project Protect Merger Sub II, LLC and the separate corporate existence of ZeroNorth, Inc. shall cease. The name of the surviving limited liability company is "Project Protect Merger Sub II, LLC".

FOURTH: The merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The Merger Agreement is on file at 116 New Montgomery Street #200, San Francisco, CA 94105, the place of business of the surviving limited liability company.

SIXTH: A copy of the Merger Agreement will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability company or stockholder of the constituent corporation.

IN WITNESS WHEREOF, Project Protect Merger Sub II, LLC has caused this Certificate of Merger to be signed by an authorized person, the 15th day of November, 2021.

PROJECT PROTECT MERGER SUB II, LLC

By: _____
Name: Jyoti Bansal
Title: Authorized Signatory

Exhibit H

Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is entered into and effective this 15th day of November, 2021, by and among Acquiom Clearinghouse LLC (the "Escrow Agent"), Harness Inc. ("Parent") and Shareholder Representative Services LLC (the "Representative" and together with Parent, the "Parties"), solely in its capacity as the representative of the Indemnifying Parties, as defined in the Merger Agreement (the "Indemnifying Parties"), in connection with that certain Agreement and Plan of Reorganization, dated as of November 15, 2021 (the "Acquisition Agreement"), by and among Parent, Project Protect Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub I"), Project Protect Merger Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub II" and, together with Merger Sub I, the "Merger Subs"), ZeroNorth, Inc. (the "Company") and the Representative.

I. Terms and Conditions

1.1. Parent and the Representative hereby appoint the Escrow Agent as their escrow agent, and the Escrow Agent hereby accepts its duties as provided herein. Parent shall remit funds (the "Escrow Funds") to an account (the "Escrow Account"), using the wire instructions set forth on Schedule I.

1.2. Within two Business Days of receipt of written instructions ("Joint Instructions"), signed by an authorized representative of each of Parent and the Representative, the Escrow Agent shall disburse funds held in the Escrow Account as provided in such Joint Instructions and this Section 1.2. The Joint Instructions shall include the amount to be disbursed and shall include that upon receipt of funds, the Escrow Agent shall disburse, to the Parent or to Acquiom Financial LLC, in its capacity as the Payments Administrator as designated by the Representative. With respect to any payments made under this Escrow Agreement to anyone who is not a Party, neither Escrow Agent nor its affiliates shall (i) be deemed a payor or withholding agent or (ii) have any responsibility for performing any tax reporting or withholding. The Escrow Agent's function of making such payments is solely ministerial and upon express direction of the Parties. The Parties represent that such payments are not subject to any tax withholding and that the Parties shall be solely responsible for any applicable tax reporting. For purposes of this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth in Section 4.4 is authorized or required by law or executive order to remain closed.

1.3. On the date that is fifteen (15) months following the date hereof (the "Expiration Date"), the Escrow Agent shall, automatically and without the requirement for further action or notice from Parent or the Representative, deliver to the Indemnifying Parties the portion of the Escrow Funds, if any, that has not previously been delivered to Parent less the portion of the Escrow Funds having a value equal to the amount that may be necessary to satisfy all unresolved, unsatisfied or disputed claims for damages specified in any Notice of Claim delivered to the Representative before the Expiration Date (based on the total amount of damages reasonably being claimed by Indemnified Parties in good faith in such unresolved, unsatisfied or disputed claims). If any claim is unresolved, unsatisfied or disputed as of the Expiration Date, then the Escrow Agent shall retain possession and custody of the portion of the Escrow Funds with a value that equals the total amount of damages then being reasonably claimed by Indemnified Parties in good faith in all such unresolved, unsatisfied or disputed claims, and as soon as all such claims have been resolved and all amounts owed to the Indemnifying Parties paid therefrom, Parent and the Representative shall, subject to Section 7.8 of the Acquisition Agreement, deliver Joint Instructions directing the Escrow Agent to deliver such remaining amounts to the Indemnifying Parties.

II. Provisions as to the Escrow Agent

2.1. This Agreement expressly and exclusively sets forth the duties of the Escrow Agent and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall have no liability in connection herewith except for the Escrow Agent's fraud, bad faith, willful misconduct or gross negligence. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action in which such damages are sought. The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Agreement. Any wire transfers of funds made by the Escrow Agent pursuant to this Agreement will be made subject to and in accordance with the Escrow Agent's usual and ordinary wire transfer procedures in effect from time to time, including without limitation call-back procedures. The Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to such security procedure may result in a delay in accomplishing such funds transfer and agree that the Escrow Agent shall not be liable for any loss caused by any such delay. No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability in connection with this Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The parties hereto acknowledge that the Representative and the Escrow Agent are affiliated entities. In the event of a dispute involving the Escrow Agent, the parties understand that the Representative and the Escrow Agent may be directly adverse, but only in their agent capacities. This Agreement constitutes the entire agreement between the Escrow Agent and Parent and the Representative in connection with the subject matter of this Agreement, and no other agreement entered into between Parent and the Representative, or either of them, including, without limitation, the Acquisition Agreement, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent. The Escrow Agent shall be protected in acting upon any written instruction, notice, request or instrument, delivered in accordance with the terms hereof, which the Escrow Agent in good faith reasonably believes to be genuine and what it purports, to be. The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting reasonably in accordance with the advice of such counsel.

2.2. In the event of any disagreement between Parent and the Representative, or between either of them and any other party, resulting in adverse claims or demands being made in connection with the matters covered by this Agreement, or in the event that the Escrow Agent, in good faith, be in reasonable doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until the earliest of: (i) receipt of a Joint Instruction, (ii) the rights of Parent and the Representative and all other interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction or (ii) all differences shall have been adjudged and all doubt resolved by agreement among Purchaser and the Representative and all other interested parties, and the Escrow Agent shall have been notified thereof in writing signed by Purchaser and the Representative. Notwithstanding the preceding, the Escrow Agent may in its reasonable discretion obey the order, judgment, decree or levy of any court or of an agency of the United States or any political subdivision thereof, or of any agency of any State of the United States or of any political subdivision thereof, and the Escrow Agent is hereby authorized in its reasonable

discretion, to comply with and obey any such orders, judgments, decrees or levies and it shall not be liable to any of the Parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree being subsequently reversed, modified, annulled, set aside or vacated. The rights of the Escrow Agent in this paragraph are cumulative of all other rights which it may have by law or otherwise.

2.3. Purchaser and the Representative agree to indemnify the Escrow Agent from and against any and all reasonable, documented and out-of-pocket losses, liabilities and expenses ("Losses") which arise out of or in connection with this Agreement; provided, however, that the Escrow Agent shall not be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been caused by the Escrow Agent's fraud, bad faith, gross negligence or willful misconduct. This section shall survive the termination of this Agreement and any resignation or removal of the Escrow Agent.

2.4. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the Escrow Agent under this Agreement without further act.

2.5. The Escrow Agent may resign at any time from its obligations under this Agreement by providing written notice to Purchaser and the Representative. The Escrow Agent may be removed and replaced following written notice to the Escrow Agent by the Parties. In either event, such resignation or removal shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been furnished. Parent and the Representative shall promptly appoint a successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation or removal is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all Escrow Funds delivered hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Agreement. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

III. Compensation of the Escrow Agent

3.1. Parent shall pay the fees for the services provided by the Escrow Agent hereunder in accordance with invoices, consistent with the fees set forth on Exhibit B delivered to Parent. The Escrow Agent is hereby granted the right to set off and deduct any unpaid fees and unsatisfied indemnification rights from the Escrow Fund that remain unpaid for a period of thirty (30) days after providing the Parent with an invoice for such amounts, provided that Parent shall then be obligated to replenish the Escrow Account with any such deducted amounts.

IV. Miscellaneous

4.1. During the term of this Agreement, the Escrow Fund shall be deposited as indicated in Exhibit B. Any interest will accrue on Escrow Fund deposits beginning the day immediately following the day Escrow Fund deposits are received, based on the daily average balances of Escrow Funds so held in the Escrow Account. Any interest will be credited monthly and become part of the Escrow Fund. Deposits into the Escrow Account are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (the "FDIC"), in the standard FDIC insurance amount of $250,000, including principal and accrued interest, and are not secured. Escrow Agent or its affiliates may receive compensation from third parties based on balances deposited in the Escrow Account.

4.2 Parent and the Representative agree that, subject to the terms and conditions of this Agreement, the owner of the Escrow Funds is the Parent, including for all U.S. federal, state and local income tax purposes, and all interest and income from the investment of the funds shall be reported as having been earned by Parent as of the end of the calendar year in which it was earned, whether or not such income was disbursed during such calendar year, to the extent required by the United States Internal Revenue Service ("IRS"). On or before the execution and delivery of this Agreement, each of Parent and Representative shall provide to the Escrow Agent a correct, duly completed, dated and executed current IRS Form W-9 or applicable Form W-8, whichever is appropriate, or any successor forms thereto, in a form and substance satisfactory to the Escrow Agent (which such forms Escrow Agent shall be permitted to transmit to the depository institution where the Escrow Funds are held) including appropriate supporting documentation and/or any other form, document, and/or certificate required or reasonably requested by the Escrow Agent to validate the form provided. Notwithstanding anything to the contrary herein provided, except for the delivery and filing of tax information reporting forms required pursuant to the Internal Revenue Code of 1986, as amended, to be delivered and filed with the IRS by the Escrow Agent, as escrow agent hereunder, or by the institution where the Escrow Account is held, the Escrow Agent shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Agreement or any income earned thereon.

4.3 The Escrow Agent shall provide monthly reports of transactions and balances to Parent and the Representative as of the end of each month, until the disbursement of all Escrow Funds. This Agreement shall terminate upon the final disbursement of all Escrow Funds.

4.4. Any notice, request for consent, report, or any other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been given when delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by electronic mail to the email address given below, and written confirmation of receipt is obtained promptly after completion of the transmission, (iv) by overnight delivery with a reputable national overnight delivery service, or (v) by United States mail, postage prepaid, or by certified mail, return receipt requested and postage prepaid, in each case to the appropriate address set forth below or at such other address as any party hereto may have furnished to the other parties hereto in writing:

If to the Escrow Agent:

Acquiom Clearinghouse LLC
950 17th Street, Suite 1400
Denver, CO 80202
Attention: Alexander Schreck
Telephone: (720) 613-1029; (303) 222-2080
Facsimile: (720) 554-7828
Email: aschreck@srsacquiom.com, cc: escrowagent@srsacquiom.com

If to Parent:

Harness Inc.
116 New Montgomery Street #200
San Francisco, CA 94105
Attention: Jyoti Bansal, CEO
E-Mail: jyoti@harness.io

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

Goodwin Procter LLP
601 Marshall Street
Redwood City, CA 94063
Attention: Caine Moss
Fax No.: (650) 471-6066
E-Mail: cmoss@goodwinlaw.com

If to the Representative:

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

Any party may unilaterally designate a different address by giving notice of each change in the manner specified above to each other party.

4.5. This Agreement is intended to be construed according to the laws of the State of Delaware. Except as permitted in Section 2.4, neither this Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Agreement shall inure to and be binding upon the parties hereto and their respective successors, heirs and permitted assigns.

4.6. The terms of this Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto.

4.7. If any provision of this Agreement shall be held or deemed to be or shall in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

4.8. This Agreement is for the sole benefit of Parent, the Representative and the Escrow Agent, and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement (it being understood that the Representative, as a signatory Party hereto, is entitled to enforce this Agreement for the benefit of the Indemnifying Parties). The Escrow Agent shall have the right to perform any of its duties hereunder through its affiliates, agents, attorneys, custodians or nominees.

4.9. No party to this Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other similar causes reasonably beyond its control.

4.10. All titles and headings in this Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

4.11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement and agreements, certificates, instruments and documents entered into in connection herewith by facsimile or other electronic transmission (including PDF format) will be effective as delivery of a manually executed counterpart to this Agreement or such agreements, certificates, instruments and documents.

4.12. Contemporaneously with the execution and delivery of this Agreement and, if necessary, from time to time thereafter, each of the parties to this Agreement (other than the Escrow Agent) shall execute and deliver to the Escrow Agent a Certificate of Incumbency substantially in the form of Exhibit A-1 and A-2 hereto (a "Certificate of Incumbency") for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such party. Until such time as the Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of Incumbency theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to the Escrow Agent. Whenever this Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons named in such Certificate of Incumbency.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When a party opens an account, the Escrow Agent will ask for each party's name, address, date of birth, or other appropriate information that will allow the Escrow Agent to identify such party. The Escrow Agent may also ask to see each party's driver's license or other identifying documents.

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

ACQUIOM CLEARINGHOUSE LLC, as the Escrow Agent

By:_____
Name:
Title:

HARNESS INC.

By:_____
Name:
Title:

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

By:_____
Name:
Title:

EXHIBIT A-1

Certificate of Incumbency
(List of Authorized Representatives)

Client Name: HARNESS INC.

As an authorized officer of the above referenced entity, I hereby certify that each person listed below is an authorized signer for such entity, and that the title and signature appearing beside each name is true and correct.

Name	Title	Signature	Phone	Email
Jyoti Bansal	Chief Executive Officer	_____	(415) 990-4560	jyoti@harness.io

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:*

_____.
Date

By:_____
Name:
Title:

EXHIBIT A-2

Certificate of Incumbency
(List of Authorized Representatives)

Client Name: SHAREHOLDER REPRESENTATIVE SERVICES LLC

As an authorized officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

Name	Title	Signature	Contact Number
Chris Letang	Managing Director	_____	303-957-2855
Casey McTigue	Executive Director	_____	415-363-6081
Lon LeClair	President	_____	303-222-2078
Paul Koenig	Managing Director	_____	303-957-2850

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

_____.
Date

By:_____
Its:

SCHEDULE I

WIRE TRANSFER INSTRUCTIONS

Buyer:

Silicon Valley Bank
ABA #: 121140399
Account Name: Harness Inc.
Account #: 3302259355
Reference: Harness Escrow
Attention:

Escrow Account:

Citizens Bank
1 Citizens Bank Drive
Riverside, RI 02915
ABA #: 011-500-120
SWIFT CODE: CTZIUS33
Credit: Citizens Bank NA fbo Acquiom Clearinghouse Escrow Clients
Account #: 1339477782
Reference: Harness Inc. Escrow

EXHIBIT B

SCHEDULE OF ESCROW AGENT FEES

Acceptance Fee: Waived

Initial Fees as they relate to Acquiom Clearinghouse LLC acting in the capacity of Escrow Agent – includes review of this Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s).

Annual Administration Fee: Waived

For ordinary administrative services by Escrow Agent – includes daily routine account management; interest tracking; monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and delivery of trust account statements to all applicable parties. These fees cover a full year, or any part thereof, and thus are not pro-rated in the year of termination. The annual fee is billed in advance and payable prior to that year's service.

Acquiom Clearinghouse's bid is based on the following assumptions:

- Number of Escrow Accounts to be established: 1
- Estimated Term: 12-18 months
- Amount of Escrow: $1,000,000
- Estimated number of disbursements: 2
- Funds held in an account at Citizens Bank which shall not earn interest

Out-of-Pocket Expenses: Billed at Cost

Exhibit I

Form of FIRPTA Certificate

Exhibit I

ZeroNorth, Inc.

November 15, 2021

Internal Revenue Service
Ogden Service Center
P.O. Box 409101
Ogden, UT 84409

Dear Sir or Madam:

At the request of Harness Inc., a Delaware corporation (the "Purchaser") in connection with the acquisition of ZeroNorth, Inc., a Delaware corporation (the "Company"), the Company provided the attached certificate to the Purchaser. This letter is provided pursuant to the requirements of Treasury Regulations Section 1.897-2(h)(2) regarding whether an equity interest in the Company is a "U.S. real property interest" within the meaning of Section 897(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

The Company's address is ZeroNorth., Inc., P.O. Box 120255, Boston, MA 02112 and its U.S. employer identification number is 61-1765468.

The certificate to this letter was not requested by a foreign interest holder. It was voluntarily provided by the Company in response to a request from the Purchaser in accordance with Treasury Regulations Section 1.1445-2(c)(3)(i). The Purchaser that requested the certificate has an address of: Harness Inc., 116 New Montgomery Street #200, San Francisco, CA. 94105 and its employer identification number is 81-0806251.

The equity interests in the Company are not, as of the date hereof, "United States real property interests," as that term is defined in Section 897(c)(1) of the Code because the Company is not, as of the date hereof, and has not been during the five-year period ending on the date hereof, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code and the applicable Treasury Regulations thereunder.

Under penalty of perjury, the undersigned declares that he has examined this letter and the attached certificate and to the best of his knowledge and belief both are true, correct, and complete and further declares that he is a responsible corporate officer of the Company and has authority to sign this document on behalf of the Company.

Sincerely,

ZeroNorth, Inc.

By: _____
Name:
Title:
Date:

Exhibit I

CERTIFICATE PURSUANT TO TREASURY REGULATIONS SECTIONS 1.1445-2(c)(3) and 1.897-2(h)

This certificate is provided by ZeroNorth, Inc., a Delaware corporation (the "Company") to Harness Inc., a Delaware corporation (the "Purchaser"), pursuant to Treasury Regulations Sections 1.1445-2(c)(3) and 1.897-2(h), in connection with that certain Agreement and Plan of Reorganization (the "Agreement") entered into as of November 15, 2021, by and among the Company, the Purchaser, and certain other parties. The undersigned, on behalf of the Company, hereby certifies, as of the date of this certificate, the following:

1. The equity interests of the Company do not constitute a "United States real property interest" within the meaning of Section 897(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), because the Company is not, and has not been during the five-year period ending on the date hereof, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code and the applicable Treasury Regulations thereunder.

2. The Company's federal employer identification number is 61-1765468.

3. The Company's office address is: ZeroNorth, Inc.
PO Box 120255
Boston, MA 02112

This certificate constitutes authorization for the Purchaser, as agent for the Company, to deliver a copy of this certificate, along with the appropriate notification, to the Internal Revenue Service on behalf of the Company. The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete and further declares that he is a responsible corporate officer of the Company and has authority to sign this document on behalf of the Company.

Sincerely,

ZeroNorth, Inc.

By: _____
Name:
Title:
Dated:

Schedule 1.1(a)

Participating Holders

ClearSky Security Fund I LLC

Crosslink Bayview VIII, LLC

Crosslink Ventures VIII, LLC

Crosslink Ventures VIII-B, LP

Rally Technology Partners Fund III, LP

Rally Ventures Fund III, L.P.

Petrillo Capital Cyber Investments, LLC

Cochimetles LLC

Capstone Enterprises LLC

Schedule 1.1(b)

Accrued Tax Refunds or Credits

Estimated Accrued State Tax Refunds: $41,522

Schedule 1.1(c)

Prepaid Benefits

Estimated Prepaid Benefits through November 15: $15,000

Schedule 1.1(d)

Key Employees

William Wisseman

Sergey Bobrov

Bruce McPherson

Nischit Shah

Jee Chung

Schedule 1.1(e)

Non-Officer Plan Participants

Aftab Alam

Dan Beauregard

Sergey Bobrov

Jee Chung

David Howell

Bruce McPherson

Nicholas Orefice

William Wisseman

Schedule 1.1(f)

Officer Plan Participants

Karen Higgins

John Worrall

Schedule 2.8

Company Stockholders Demanding Appraisal Rights

None.

Schedule 4.7

Parent Financial Statements

Attached.

SCHEDULE 4.7
Parent Financial Statements

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jan 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1020 - SVB - Operating Account 9355	$100,000.00
1025 - SVB - Sweep Account 3726	$106,834,789.75
1030 - SVB - MarketPlace Account 0370	$989,665.45
1040 - Lloyds GBP Direct Debit Account	$17,822.82
1050 - Lloyds GBP Account	$250,132.27
1060 - Citibank - Harnessio R&D Labs	$52,469.20
1066 - Lloyds EUR Account - GmbH	$23,859.18
1070 - Lloyds AUD Account	$72,991.89
1075 - Lloyds USD Account - AUS	$1.20
1080 - Airbase Clearing Account	$335,049.11
Total - 1000 - Cash & Cash Equivalents	**$108,676,780.87**
Total Bank	**$108,676,780.87**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$8,422,480.11
Total - 1100 - Accounts Receivable	**$8,422,480.11**
Total Accounts Receivable	**$8,422,480.11**
Other Current Asset	
1200 - Other Receivables	
1205 - Undeposited Funds	$12,321.55
1250 - Miscellaneous Receivables	$163,074.97
1260 - Unbilled AR	$276,486.41
Total - 1200 - Other Receivables	**$451,882.93**
1300 - Deferred Contract Costs, ST	
1315 - Deferred Contract Costs - Commissions	$2,292,818.66
1320 - Deferred Contract Costs - Partner Fees	$382,069.84
1355 - Acc. Amortization - Deferred Commissions	($931,301.33)
1360 - Acc. Amortization - Deferred Partner Fees	($130,183.73)
Total - 1300 - Deferred Contract Costs, ST	**$1,613,403.44**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$337,824.50
1425 - Prepaid Marketing Expenses	$115,302.06
1430 - Prepaid Insurance Expenses	$254,167.32
1440 - Prepaid Software Subscriptions	$708,918.41
1490 - Deposits - Current	$466,792.20
Total - 1400 - Prepaid Expenses and Other	**$1,883,004.49**
Total Other Current Asset	**$3,948,290.86**
Total Current Assets	**$121,047,551.84**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$562,025.52
1610 - Other Computer Equipment	$18,071.12
1640 - Furniture and Fixtures	$166,265.53
1660 - Leasehold Improvements	$67,820.16
Total - 1600 - Fixed Assets	**$814,182.33**
1700 - Accumulated Depreciation	
1705 - A/D Desktop Computer Equipment	($267,530.04)
1710 - A/D Other Computer Equipment	($9,152.48)
1740 - A/D Furniture and Fixtures	($90,277.27)

1760 - A/D Leasehold Improvements	($43,330.09)
Total - 1700 - Accumulated Depreciation	**($410,289.88)**
Total Fixed Assets	**$403,892.45**
Other Assets	
1900 - Other Assets	
1920 - Investments - Non-current	$121,333.00
1940 - Debt Issuance Costs	$418,447.53
1950 - Deposits - Non-current	$259,067.81
1960 - Intangibles - Developed Technology	$514,795.82
1965 - Intangibles - Cust. Relationships	$389,129.60
1985 - Deferred Contract Costs - Commission LT	$4,518,491.77
1987 - Deferred Contract Costs - Partner Fees LT	$878,051.11
1990 - Goodwill	$1,000,796.50
1995 - Capitalized Software	$1,031,157.00
1996 - Accumulated Amortization - Capitalized Software	($165,818.00)
Total - 1900 - Other Assets	**$8,965,452.14**
Total Other Assets	**$8,965,452.14**
Total ASSETS	**$130,416,896.43**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts Payables	$1,381,707.49
2020 - EE Expense Reports Payable	$16,530.94
Total - 2000 - Accounts Payable	**$1,398,238.43**
Total Accounts Payable	**$1,398,238.43**
Credit Card	
2090 - Credit Cards	
2092 - SVB - Credit Card 4280	$192.00
Total - 2090 - Credit Cards	**$192.00**
Total Credit Card	**$192.00**
Other Current Liability	
2100 - Accrued Liabilities	
2130 - Refunds Payable	$118,270.78
Total - 2100 - Accrued Liabilities	**$118,270.78**
2200 - Accrued Compensation & Benefits	
2212 - Accrued Bonus Expense	$559,357.23
2215 - Accrued Commission Expense	$1,835,276.49
2220 - Accrued Payroll and Related	$1,076,305.93
2223 - Accrued Payroll Health Benefits	$27,960.09
2225 - 401K Payable	$142,622.44
2230 - Accrued Vacation	$1,895,554.37
Total - 2200 - Accrued Compensation & Benefits	**$5,537,076.55**
2300 - Accrued Expenses & Other Current	
2320 - Accrued Liabilities - Other	$356,613.38
2323 - Accrued Acquisition Costs	$419,229.23
2325 - SF Payroll Taxes Accrued	$93,994.05
2335 - Deferred Rent - Current	$21,592.92
2370 - Sales Taxes Payable	$78,972.39
2375 - Unvested Exercised Options-Current	$342,874.75
Total - 2300 - Accrued Expenses & Other Current	**$1,313,276.72**
2400 - Deferred Revenue, Current	
2410 - Deferred Revenue - SaaS	$2,728,534.34
2412 - Deferred Revenue - On-Premise	$5,264,162.77
2420 - Deferred Revenue - PCS	$1,984,483.88
2425 - Deferred Revenue - Services	$879,065.41
Total - 2400 - Deferred Revenue, Current	**$10,856,246.40**
Total Other Current Liability	**$17,824,870.45**
Total Current Liabilities	**$19,223,300.88**
Long Term Liabilities	
2500 - Deferred Revenue, Non-Current	
2510 - Deferred Rev non-current - SaaS	$1,187,813.58
2512 - Deferred Rev non-current - On-Premise	$552,627.88

2520 - Deferred Rev non-current - PCS	$152,189.02
Total - 2500 - Deferred Revenue, Non-Current	**$1,892,630.48**
2600 - Other Liabilities, Non-Current	
2640 - Deferred Rent - Non Current	$19,718.56
2690 - Unvested Exercised Options-Non Current	$222,835.44
Total - 2600 - Other Liabilities, Non-Current	**$242,554.00**
Total Long Term Liabilities	**$2,135,184.48**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$1,601,198.26
3025 - Common Stock - APIC - SBC	$10,501,931.58
3030 - Common Stock - Warrants	$528,457.40
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
3210 - Series B Preferred Stock	$92,737,098.21
3250 - Series B - Issuance Costs	($184,228.77)
3260 - Series C Preferred Stock	$82,999,952.99
3270 - Series C - Issuance Costs	($159,651.74)
Total - 3000 - Stockholders' Equity	**$212,944,514.36**
Cumulative Translation Adjustment-Elimination	($0.01)
Retained Earnings	($55,227,069.01)
Net Income	($48,659,034.27)
Total Equity	**$109,058,411.07**
Total Liabilities & Equity	**$130,416,896.43**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jul 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1020 - SVB - Operating Account 9355	$105,197.50
1025 - SVB - Sweep Account 3726	$4,159,036.33
1030 - SVB - MarketPlace Account 0370	$535,631.89
1031 - SVB - SAM SV1865 Acct 199935	$75,033,795.85
1040 - Lloyds GBP Direct Debit Account	$61,694.70
1050 - Lloyds GBP Account	$279,289.88
1060 - Citibank - Harnessio R&D Labs	$925,852.67
1066 - Lloyds EUR Account - GmbH	$31,187.89
1070 - Lloyds AUD Account	$85,881.26
1075 - Lloyds USD Account - AUS	$5,769.52
1080 - Airbase Clearing Account	$541,259.04
Total - 1000 - Cash & Cash Equivalents	**$81,764,596.53**
Total Bank	**$81,764,596.53**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$8,016,304.99
Total - 1100 - Accounts Receivable	**$8,016,304.99**
Total Accounts Receivable	**$8,016,304.99**
Other Current Asset	
1200 - Other Receivables	
1205 - Undeposited Funds	$183.96
1250 - Miscellaneous Receivables	$209,854.60
1260 - Unbilled AR	$62,947.34
Total - 1200 - Other Receivables	**$272,985.90**
1300 - Deferred Contract Costs, ST	
1312 - Deferred Contract Costs - Bonus	$3,377.13
1315 - Deferred Contract Costs - Commissions	$2,892,158.03
1320 - Deferred Contract Costs - Partner Fees	$616,862.66
1352 - Acc. Amortization - Deferred Bonus	($521.48)
1355 - Acc. Amortization - Deferred Commissions	($1,676,671.77)
1360 - Acc. Amortization - Deferred Partner Fees	($263,850.01)
Total - 1300 - Deferred Contract Costs, ST	**$1,571,354.56**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$927,107.60
1425 - Prepaid Marketing Expenses	$328,755.29
1430 - Prepaid Insurance Expenses	$298,540.50
1440 - Prepaid Software Subscriptions	$1,271,469.42
1490 - Deposits - Current	$762,129.12
Total - 1400 - Prepaid Expenses and Other	**$3,588,001.93**
Total Other Current Asset	**$5,432,342.39**
Total Current Assets	**$95,213,243.91**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$798,800.20
1610 - Other Computer Equipment	$18,071.12
1640 - Furniture and Fixtures	$166,265.53
1660 - Leasehold Improvements	$67,820.16
Total - 1600 - Fixed Assets	**$1,050,957.01**
1700 - Accumulated Depreciation	

1705 - A/D Desktop Computer Equipment	($375,030.86)
1710 - A/D Other Computer Equipment	($12,164.34)
1740 - A/D Furniture and Fixtures	($115,942.92)
1760 - A/D Leasehold Improvements	($57,362.86)
Total - 1700 - Accumulated Depreciation	**($560,500.98)**
Total Fixed Assets	**$490,456.03**
Other Assets	
1900 - Other Assets	
1920 - Investments - Non-current	$121,333.00
1940 - Debt Issuance Costs	$371,648.05
1950 - Deposits - Non-current	$257,689.19
1960 - Intangibles - Developed Technology	$436,434.98
1965 - Intangibles - Cust. Relationships	$353,754.20
1982 - Deferred Contract Costs - Bonus LT	$12,569.32
1985 - Deferred Contract Costs - Commission LT	$6,472,489.14
1987 - Deferred Contract Costs - Partner Fees LT	$1,149,168.03
1990 - Goodwill	$1,000,796.50
1995 - Capitalized Software	$1,031,157.00
1996 - Accumulated Amortization - Capitalized Software	($165,818.00)
Total - 1900 - Other Assets	**$11,041,221.41**
Total Other Assets	**$11,041,221.41**
Total ASSETS	**$106,744,921.35**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts Payables	$2,724,178.69
2020 - EE Expense Reports Payable	$59,354.03
Total - 2000 - Accounts Payable	**$2,783,532.72**
Total Accounts Payable	**$2,783,532.72**
Credit Card	
2090 - Credit Cards	
2092 - SVB - Credit Card 4280	$75.00
Total - 2090 - Credit Cards	**$75.00**
Total Credit Card	**$75.00**
Other Current Liability	
2100 - Accrued Liabilities	
2130 - Refunds Payable	$32,938.20
Total - 2100 - Accrued Liabilities	**$32,938.20**
2200 - Accrued Compensation & Benefits	
2212 - Accrued Bonus Expense	$769,541.05
2215 - Accrued Commission Expense	$912,161.90
2220 - Accrued Payroll and Related	$990,942.80
2223 - Accrued Payroll Health Benefits	$29,596.52
2225 - 401K Payable	$123,581.80
2230 - Accrued Vacation	$2,391,468.15
Total - 2200 - Accrued Compensation & Benefits	**$5,217,292.22**
2300 - Accrued Expenses & Other Current	
2320 - Accrued Liabilities - Other	$748,758.55
2323 - Accrued Acquisition Costs	$756,729.23
2325 - SF Payroll Taxes Accrued	$56,294.52
2335 - Deferred Rent - Current	$28,595.00
2370 - Sales Taxes Payable	$44,778.91
2375 - Unvested Exercised Options-Current	$248,031.92
Total - 2300 - Accrued Expenses & Other Current	**$1,883,188.13**
2400 - Deferred Revenue, Current	
2410 - Deferred Revenue - SaaS	$8,423,445.35
2412 - Deferred Revenue - On-Premise	$6,190,707.33
2420 - Deferred Revenue - PCS	$3,102,911.80
2425 - Deferred Revenue - Services	$616,416.33
Total - 2400 - Deferred Revenue, Current	**$18,333,480.81**
Total Other Current Liability	**$25,466,899.36**
Total Current Liabilities	**$28,250,507.08**

Long Term Liabilities	
2600 - Other Liabilities, Non-Current	
2640 - Deferred Rent - Non Current	$2,753.90
2690 - Unvested Exercised Options-Non Current	$170,209.46
Total - 2600 - Other Liabilities, Non-Current	**$172,963.36**
Total Long Term Liabilities	**$172,963.36**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$2,193,980.32
3025 - Common Stock - APIC - SBC	$12,399,946.58
3030 - Common Stock - Warrants	$528,457.40
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
3210 - Series B Preferred Stock	$92,737,098.21
3250 - Series B - Issuance Costs	($184,228.77)
3260 - Series C Preferred Stock	$82,999,952.99
3270 - Series C - Issuance Costs	($165,337.94)
Total - 3000 - Stockholders' Equity	**$215,429,625.22**
Cumulative Translation Adjustment-Elimination	$0.01
Retained Earnings	($103,886,103.28)
Net Income	($33,222,071.04)
Total Equity	**$78,321,450.91**
Total Liabilities & Equity	**$106,744,921.35**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jan 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1020 - SVB - Operating Account 9355	$100,000.00
1025 - SVB - Sweep Account 3726	$106,834,789.75
1030 - SVB - MarketPlace Account 0370	$989,665.45
1040 - Lloyds GBP Direct Debit Account	$17,822.82
1050 - Lloyds GBP Account	$250,132.27
1060 - Citibank - Harnessio R&D Labs	$52,469.20
1066 - Lloyds EUR Account - GmbH	$23,859.18
1070 - Lloyds AUD Account	$72,991.89
1075 - Lloyds USD Account - AUS	$1.20
1080 - Airbase Clearing Account	$335,049.11
Total - 1000 - Cash & Cash Equivalents	**$108,676,780.87**
Total Bank	**$108,676,780.87**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$8,422,480.11
Total - 1100 - Accounts Receivable	**$8,422,480.11**
Total Accounts Receivable	**$8,422,480.11**
Other Current Asset	
1200 - Other Receivables	
1205 - Undeposited Funds	$12,321.55
1250 - Miscellaneous Receivables	$163,074.97
1260 - Unbilled AR	$276,486.41
Total - 1200 - Other Receivables	**$451,882.93**
1300 - Deferred Contract Costs, ST	
1315 - Deferred Contract Costs - Commissions	$2,292,818.66
1320 - Deferred Contract Costs - Partner Fees	$382,069.84
1355 - Acc. Amortization - Deferred Commissions	($931,301.33)
1360 - Acc. Amortization - Deferred Partner Fees	($130,183.73)
Total - 1300 - Deferred Contract Costs, ST	**$1,613,403.44**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$337,824.50
1425 - Prepaid Marketing Expenses	$115,302.06
1430 - Prepaid Insurance Expenses	$254,167.32
1440 - Prepaid Software Subscriptions	$708,918.41
1490 - Deposits - Current	$466,792.20
Total - 1400 - Prepaid Expenses and Other	**$1,883,004.49**
Total Other Current Asset	**$3,948,290.86**
Total Current Assets	**$121,047,551.84**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$562,025.52
1610 - Other Computer Equipment	$18,071.12
1640 - Furniture and Fixtures	$166,265.53
1660 - Leasehold Improvements	$67,820.16
Total - 1600 - Fixed Assets	**$814,182.33**
1700 - Accumulated Depreciation	
1705 - A/D Desktop Computer Equipment	($267,530.04)
1710 - A/D Other Computer Equipment	($9,152.48)
1740 - A/D Furniture and Fixtures	($90,277.27)

1760 - A/D Leasehold Improvements	($43,330.09)
Total - 1700 - Accumulated Depreciation	**($410,289.88)**
Total Fixed Assets	**$403,892.45**
Other Assets	
1900 - Other Assets	
1920 - Investments - Non-current	$121,333.00
1940 - Debt Issuance Costs	$418,447.53
1950 - Deposits - Non-current	$259,067.81
1960 - Intangibles - Developed Technology	$514,795.82
1965 - Intangibles - Cust. Relationships	$389,129.60
1985 - Deferred Contract Costs - Commission LT	$4,518,491.77
1987 - Deferred Contract Costs - Partner Fees LT	$878,051.11
1990 - Goodwill	$1,000,796.50
1995 - Capitalized Software	$1,031,157.00
1996 - Accumulated Amortization - Capitalized Software	($165,818.00)
Total - 1900 - Other Assets	**$8,965,452.14**
Total Other Assets	**$8,965,452.14**
Total ASSETS	**$130,416,896.43**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts Payables	$1,381,707.49
2020 - EE Expense Reports Payable	$16,530.94
Total - 2000 - Accounts Payable	**$1,398,238.43**
Total Accounts Payable	**$1,398,238.43**
Credit Card	
2090 - Credit Cards	
2092 - SVB - Credit Card 4280	$192.00
Total - 2090 - Credit Cards	**$192.00**
Total Credit Card	**$192.00**
Other Current Liability	
2100 - Accrued Liabilities	
2130 - Refunds Payable	$118,270.78
Total - 2100 - Accrued Liabilities	**$118,270.78**
2200 - Accrued Compensation & Benefits	
2212 - Accrued Bonus Expense	$559,357.23
2215 - Accrued Commission Expense	$1,835,276.49
2220 - Accrued Payroll and Related	$1,076,305.93
2223 - Accrued Payroll Health Benefits	$27,960.09
2225 - 401K Payable	$142,622.44
2230 - Accrued Vacation	$1,895,554.37
Total - 2200 - Accrued Compensation & Benefits	**$5,537,076.55**
2300 - Accrued Expenses & Other Current	
2320 - Accrued Liabilities - Other	$356,613.38
2323 - Accrued Acquisition Costs	$419,229.23
2325 - SF Payroll Taxes Accrued	$93,994.05
2335 - Deferred Rent - Current	$21,592.92
2370 - Sales Taxes Payable	$78,972.39
2375 - Unvested Exercised Options-Current	$342,874.75
Total - 2300 - Accrued Expenses & Other Current	**$1,313,276.72**
2400 - Deferred Revenue, Current	
2410 - Deferred Revenue - SaaS	$2,728,534.34
2412 - Deferred Revenue - On-Premise	$5,264,162.77
2420 - Deferred Revenue - PCS	$1,984,483.88
2425 - Deferred Revenue - Services	$879,065.41
Total - 2400 - Deferred Revenue, Current	**$10,856,246.40**
Total Other Current Liability	**$17,824,870.45**
Total Current Liabilities	**$19,223,300.88**
Long Term Liabilities	
2500 - Deferred Revenue, Non-Current	
2510 - Deferred Rev non-current - SaaS	$1,187,813.58
2512 - Deferred Rev non-current - On-Premise	$552,627.88

2520 - Deferred Rev non-current - PCS	$152,189.02
Total - 2500 - Deferred Revenue, Non-Current	**$1,892,630.48**
2600 - Other Liabilities, Non-Current	
2640 - Deferred Rent - Non Current	$19,718.56
2690 - Unvested Exercised Options-Non Current	$222,835.44
Total - 2600 - Other Liabilities, Non-Current	**$242,554.00**
Total Long Term Liabilities	**$2,135,184.48**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$1,601,198.26
3025 - Common Stock - APIC - SBC	$10,501,931.58
3030 - Common Stock - Warrants	$528,457.40
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
3210 - Series B Preferred Stock	$92,737,098.21
3250 - Series B - Issuance Costs	($184,228.77)
3260 - Series C Preferred Stock	$82,999,952.99
3270 - Series C - Issuance Costs	($159,651.74)
Total - 3000 - Stockholders' Equity	**$212,944,514.36**
Cumulative Translation Adjustment-Elimination	($0.01)
Retained Earnings	($55,227,069.01)
Net Income	($48,659,034.27)
Total Equity	**$109,058,411.07**
Total Liabilities & Equity	**$130,416,896.43**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jul 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1020 - SVB - Operating Account 9355	$105,197.50
1025 - SVB - Sweep Account 3726	$4,159,036.33
1030 - SVB - MarketPlace Account 0370	$535,631.89
1031 - SVB - SAM SV1865 Acct 199935	$75,033,795.85
1040 - Lloyds GBP Direct Debit Account	$61,694.70
1050 - Lloyds GBP Account	$279,289.88
1060 - Citibank - Harnessio R&D Labs	$925,852.67
1066 - Lloyds EUR Account - GmbH	$31,187.89
1070 - Lloyds AUD Account	$85,881.26
1075 - Lloyds USD Account - AUS	$5,769.52
1080 - Airbase Clearing Account	$541,259.04
Total - 1000 - Cash & Cash Equivalents	**$81,764,596.53**
Total Bank	**$81,764,596.53**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$8,016,304.99
Total - 1100 - Accounts Receivable	**$8,016,304.99**
Total Accounts Receivable	**$8,016,304.99**
Other Current Asset	
1200 - Other Receivables	
1205 - Undeposited Funds	$183.96
1250 - Miscellaneous Receivables	$209,854.60
1260 - Unbilled AR	$62,947.34
Total - 1200 - Other Receivables	**$272,985.90**
1300 - Deferred Contract Costs, ST	
1312 - Deferred Contract Costs - Bonus	$3,377.13
1315 - Deferred Contract Costs - Commissions	$2,892,158.03
1320 - Deferred Contract Costs - Partner Fees	$616,862.66
1352 - Acc. Amortization - Deferred Bonus	($521.48)
1355 - Acc. Amortization - Deferred Commissions	($1,676,671.77)
1360 - Acc. Amortization - Deferred Partner Fees	($263,850.01)
Total - 1300 - Deferred Contract Costs, ST	**$1,571,354.56**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$927,107.60
1425 - Prepaid Marketing Expenses	$328,755.29
1430 - Prepaid Insurance Expenses	$298,540.50
1440 - Prepaid Software Subscriptions	$1,271,469.42
1490 - Deposits - Current	$762,129.12
Total - 1400 - Prepaid Expenses and Other	**$3,588,001.93**
Total Other Current Asset	**$5,432,342.39**
Total Current Assets	**$95,213,243.91**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$798,800.20
1610 - Other Computer Equipment	$18,071.12
1640 - Furniture and Fixtures	$166,265.53
1660 - Leasehold Improvements	$67,820.16
Total - 1600 - Fixed Assets	**$1,050,957.01**
1700 - Accumulated Depreciation	

1705 - A/D Desktop Computer Equipment	($375,030.86)
1710 - A/D Other Computer Equipment	($12,164.34)
1740 - A/D Furniture and Fixtures	($115,942.92)
1760 - A/D Leasehold Improvements	($57,362.86)
Total - 1700 - Accumulated Depreciation	**($560,500.98)**
Total Fixed Assets	**$490,456.03**
Other Assets	
1900 - Other Assets	
1920 - Investments - Non-current	$121,333.00
1940 - Debt Issuance Costs	$371,648.05
1950 - Deposits - Non-current	$257,689.19
1960 - Intangibles - Developed Technology	$436,434.98
1965 - Intangibles - Cust. Relationships	$353,754.20
1982 - Deferred Contract Costs - Bonus LT	$12,569.32
1985 - Deferred Contract Costs - Commission LT	$6,472,489.14
1987 - Deferred Contract Costs - Partner Fees LT	$1,149,168.03
1990 - Goodwill	$1,000,796.50
1995 - Capitalized Software	$1,031,157.00
1996 - Accumulated Amortization - Capitalized Software	($165,818.00)
Total - 1900 - Other Assets	**$11,041,221.41**
Total Other Assets	**$11,041,221.41**
Total ASSETS	**$106,744,921.35**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts Payables	$2,724,178.69
2020 - EE Expense Reports Payable	$59,354.03
Total - 2000 - Accounts Payable	**$2,783,532.72**
Total Accounts Payable	**$2,783,532.72**
Credit Card	
2090 - Credit Cards	
2092 - SVB - Credit Card 4280	$75.00
Total - 2090 - Credit Cards	**$75.00**
Total Credit Card	**$75.00**
Other Current Liability	
2100 - Accrued Liabilities	
2130 - Refunds Payable	$32,938.20
Total - 2100 - Accrued Liabilities	**$32,938.20**
2200 - Accrued Compensation & Benefits	
2212 - Accrued Bonus Expense	$769,541.05
2215 - Accrued Commission Expense	$912,161.90
2220 - Accrued Payroll and Related	$990,942.80
2223 - Accrued Payroll Health Benefits	$29,596.52
2225 - 401K Payable	$123,581.80
2230 - Accrued Vacation	$2,391,468.15
Total - 2200 - Accrued Compensation & Benefits	**$5,217,292.22**
2300 - Accrued Expenses & Other Current	
2320 - Accrued Liabilities - Other	$748,758.55
2323 - Accrued Acquisition Costs	$756,729.23
2325 - SF Payroll Taxes Accrued	$56,294.52
2335 - Deferred Rent - Current	$28,595.00
2370 - Sales Taxes Payable	$44,778.91
2375 - Unvested Exercised Options-Current	$248,031.92
Total - 2300 - Accrued Expenses & Other Current	**$1,883,188.13**
2400 - Deferred Revenue, Current	
2410 - Deferred Revenue - SaaS	$8,423,445.35
2412 - Deferred Revenue - On-Premise	$6,190,707.33
2420 - Deferred Revenue - PCS	$3,102,911.80
2425 - Deferred Revenue - Services	$616,416.33
Total - 2400 - Deferred Revenue, Current	**$18,333,480.81**
Total Other Current Liability	**$25,466,899.36**
Total Current Liabilities	**$28,250,507.08**

Long Term Liabilities	
2600 - Other Liabilities, Non-Current	
2640 - Deferred Rent - Non Current	$2,753.90
2690 - Unvested Exercised Options-Non Current	$170,209.46
Total - 2600 - Other Liabilities, Non-Current	**$172,963.36**
Total Long Term Liabilities	**$172,963.36**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$2,193,980.32
3025 - Common Stock - APIC - SBC	$12,399,946.58
3030 - Common Stock - Warrants	$528,457.40
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
3210 - Series B Preferred Stock	$92,737,098.21
3250 - Series B - Issuance Costs	($184,228.77)
3260 - Series C Preferred Stock	$82,999,952.99
3270 - Series C - Issuance Costs	($165,337.94)
Total - 3000 - Stockholders' Equity	**$215,429,625.22**
Cumulative Translation Adjustment-Elimination	$0.01
Retained Earnings	($103,886,103.28)
Net Income	($33,222,071.04)
Total Equity	**$78,321,450.91**
Total Liabilities & Equity	**$106,744,921.35**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jan 2019

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1010 - Cash in bank - WF Checking 9926	$34,521.99
1015 - Cash in bank - WF Savings 3722	$1,819.02
1020 - SVB - Operating Account 9355	$100,000.00
1025 - SVB - Sweep Account 3726	$11,609,902.81
1040 - Lloyds GBP Direct Debit Account	$13,139.37
1050 - Lloyds GBP Account	$79,561.85
1060 - Citibank - Harnessio R&D Labs	$67,347.05
Total - 1000 - Cash & Cash Equivalents	**$11,906,292.09**
Total Bank	**$11,906,292.09**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$359,084.55
Total - 1100 - Accounts Receivable	**$359,084.55**
Total Accounts Receivable	**$359,084.55**
Other Current Asset	
1200 - Other Receivables	
1240 - Employee Advances	$10,546.21
1250 - Miscellaneous Receivables	($747.58)
Total - 1200 - Other Receivables	**$9,798.63**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$334,891.51
1415 - FSA Prepaid Expenses	$9,760.27
1430 - Prepaid Insurance Expenses	$111,812.19
1490 - Deposits - Current	$13,332.08
Total - 1400 - Prepaid Expenses and Other	**$469,796.05**
Total Other Current Asset	**$479,594.68**
Total Current Assets	**$12,744,971.32**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$113,343.84
1640 - Furniture and Fixtures	$23,670.92
1660 - Leasehold Improvements	$5,695.10
Total - 1600 - Fixed Assets	**$142,709.86**
1700 - Accumulated Depreciation	
1705 - A/D Desktop Computer Equipment	($34,480.14)
1740 - A/D Furniture and Fixtures	($6,789.10)
1760 - A/D Leasehold Improvements	($439.04)
Total - 1700 - Accumulated Depreciation	**($41,708.28)**
Total Fixed Assets	**$101,001.58**
Other Assets	
1900 - Other Assets	
1900 - Other Assets	$2,194.11
1950 - Deposits - Non-current	$25,177.91
Total - 1900 - Other Assets	**$27,372.02**
Total Other Assets	**$27,372.02**
Total ASSETS	**$12,873,344.92**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	

2000 - Accounts Payable	
2010 - Accounts Payables	$448,360.03
2020 - EE Expense Reports Payable	$2,771.93
Total - 2000 - Accounts Payable	**$451,131.96**
Total Accounts Payable	**$451,131.96**
Credit Card	
2090 - Credit Cards	
2091 - WFB - Credit Card	$17,906.88
2092 - SVB - Credit Card 4280	$37,560.38
Total - 2090 - Credit Cards	**$55,467.26**
Total Credit Card	**$55,467.26**
Other Current Liability	
2200 - Accrued Compensation & Benefits	
2220 - Accrued Payroll and Related	$224,424.17
2230 - Accrued Vacation	$324,278.02
Total - 2200 - Accrued Compensation & Benefits	**$548,702.19**
2300 - Accrued Expenses & Other Current	
2310 - Accrued Consulting Expenses	$30,428.14
2320 - Accrued Liabilities - Other	$3,447.95
2325 - SF Payroll Taxes Accrued	$29,367.36
2330 - Vat Control Account	($1,472.13)
2375 - Unvested Exercised Options-Current	$90,856.26
Total - 2300 - Accrued Expenses & Other Current	**$152,627.58**
2400 - Deferred Revenue, Current	
2400 - Deferred Revenue, Current	($3,281.96)
2410 - Deferred Revenue - SaaS	$981,792.48
2412 - Deferred Revenue - On-Premise	$95,590.33
Total - 2400 - Deferred Revenue, Current	**$1,074,100.85**
Total Other Current Liability	**$1,775,430.62**
Total Current Liabilities	**$2,282,029.84**
Long Term Liabilities	
2600 - Other Liabilities, Non-Current	
2660 - Series B Convertible Note Payable	$5,020,821.92
2690 - Unvested Exercised Options-Non Current	$143,325.62
Total - 2600 - Other Liabilities, Non-Current	**$5,164,147.54**
Total Long Term Liabilities	**$5,164,147.54**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$92,314.44
3025 - Common Stock - APIC - SBC	$2,062,628.33
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
Total - 3000 - Stockholders' Equity	**$27,074,699.20**
Retained Earnings	($5,991,177.10)
Net Income	($15,656,354.56)
Total Equity	**$5,427,167.54**
Total Liabilities & Equity	**$12,873,344.92**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jan 2020

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1020 - SVB - Operating Account 9355	$99,799.66
1025 - SVB - Sweep Account 3726	$36,135,086.59
1030 - SVB - MarketPlace Account 0370	$28,239.76
1040 - Lloyds GBP Direct Debit Account	$18,575.64
1050 - Lloyds GBP Account	$151,055.83
1060 - Citibank - Harnessio R&D Labs	$175,240.70
1066 - Lloyds EUR Account - GmbH	$21,907.27
1070 - Lloyds AUD Account	$72,403.08
1075 - Lloyds USD Account - AUS	$0.38
1080 - Airbase Clearing Account	$438,667.00
Total - 1000 - Cash & Cash Equivalents	**$37,140,975.91**
Total Bank	**$37,140,975.91**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$3,753,306.48
Total - 1100 - Accounts Receivable	**$3,753,306.48**
Total Accounts Receivable	**$3,753,306.48**
Other Current Asset	
1200 - Other Receivables	
1210 - Interest Receivable	$24,793.74
1240 - Employee Advances	$22,005.03
1250 - Miscellaneous Receivables	$133,407.78
1260 - Unbilled AR	$86,822.22
Total - 1200 - Other Receivables	**$267,028.77**
1300 - Deferred Contract Costs, ST	
1315 - Deferred Contract Costs - Commissions	$680,929.21
1320 - Deferred Contract Costs - Partner Fees	$41,354.47
1355 - Acc. Amortization - Deferred Commissions	($148,131.02)
1360 - Acc. Amortization - Deferred Partner Fees	($7,846.73)
Total - 1300 - Deferred Contract Costs, ST	**$566,305.93**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$268,465.76
1425 - Prepaid Marketing Expenses	$201,218.86
1430 - Prepaid Insurance Expenses	$259,944.29
1440 - Prepaid Software Subscriptions	$673,681.80
1490 - Deposits - Current	$314,524.49
Total - 1400 - Prepaid Expenses and Other	**$1,717,835.20**
Total Other Current Asset	**$2,551,169.90**
Total Current Assets	**$43,445,452.29**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$328,581.77
1610 - Other Computer Equipment	$18,071.12
1640 - Furniture and Fixtures	$166,265.53
1660 - Leasehold Improvements	$64,503.16
Total - 1600 - Fixed Assets	**$577,421.58**
1700 - Accumulated Depreciation	
1705 - A/D Desktop Computer Equipment	($119,936.88)
1710 - A/D Other Computer Equipment	($3,128.73)

1760 - A/D Leasehold Improvements	($43,330.09)
Total - 1700 - Accumulated Depreciation	**($410,289.88)**
Total Fixed Assets	**$403,892.45**
Other Assets	
1900 - Other Assets	
1920 - Investments - Non-current	$121,333.00
1940 - Debt Issuance Costs	$418,447.53
1950 - Deposits - Non-current	$259,067.81
1960 - Intangibles - Developed Technology	$514,795.82
1965 - Intangibles - Cust. Relationships	$389,129.60
1985 - Deferred Contract Costs - Commission LT	$4,518,491.77
1987 - Deferred Contract Costs - Partner Fees LT	$878,051.11
1990 - Goodwill	$1,000,796.50
1995 - Capitalized Software	$1,031,157.00
1996 - Accumulated Amortization - Capitalized Software	($165,818.00)
Total - 1900 - Other Assets	**$8,965,452.14**
Total Other Assets	**$8,965,452.14**
Total ASSETS	**$130,416,896.43**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts Payables	$1,381,707.49
2020 - EE Expense Reports Payable	$16,530.94
Total - 2000 - Accounts Payable	**$1,398,238.43**
Total Accounts Payable	**$1,398,238.43**
Credit Card	
2090 - Credit Cards	
2092 - SVB - Credit Card 4280	$192.00
Total - 2090 - Credit Cards	**$192.00**
Total Credit Card	**$192.00**
Other Current Liability	
2100 - Accrued Liabilities	
2130 - Refunds Payable	$118,270.78
Total - 2100 - Accrued Liabilities	**$118,270.78**
2200 - Accrued Compensation & Benefits	
2212 - Accrued Bonus Expense	$559,357.23
2215 - Accrued Commission Expense	$1,835,276.49
2220 - Accrued Payroll and Related	$1,076,305.93
2223 - Accrued Payroll Health Benefits	$27,960.09
2225 - 401K Payable	$142,622.44
2230 - Accrued Vacation	$1,895,554.37
Total - 2200 - Accrued Compensation & Benefits	**$5,537,076.55**
2300 - Accrued Expenses & Other Current	
2320 - Accrued Liabilities - Other	$356,613.38
2323 - Accrued Acquisition Costs	$419,229.23
2325 - SF Payroll Taxes Accrued	$93,994.05
2335 - Deferred Rent - Current	$21,592.92
2370 - Sales Taxes Payable	$78,972.39
2375 - Unvested Exercised Options-Current	$342,874.75
Total - 2300 - Accrued Expenses & Other Current	**$1,313,276.72**
2400 - Deferred Revenue, Current	
2410 - Deferred Revenue - SaaS	$2,728,534.34
2412 - Deferred Revenue - On-Premise	$5,264,162.77
2420 - Deferred Revenue - PCS	$1,984,483.88
2425 - Deferred Revenue - Services	$879,065.41
Total - 2400 - Deferred Revenue, Current	**$10,856,246.40**
Total Other Current Liability	**$17,824,870.45**
Total Current Liabilities	**$19,223,300.88**
Long Term Liabilities	
2500 - Deferred Revenue, Non-Current	
2510 - Deferred Rev non-current - SaaS	$1,187,813.58
2512 - Deferred Rev non-current - On-Premise	$552,627.88

2520 - Deferred Rev non-current - PCS	$152,189.02
Total - 2500 - Deferred Revenue, Non-Current	**$1,892,630.48**
2600 - Other Liabilities, Non-Current	
2640 - Deferred Rent - Non Current	$19,718.56
2690 - Unvested Exercised Options-Non Current	$222,835.44
Total - 2600 - Other Liabilities, Non-Current	**$242,554.00**
Total Long Term Liabilities	**$2,135,184.48**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$1,601,198.26
3025 - Common Stock - APIC - SBC	$10,501,931.58
3030 - Common Stock - Warrants	$528,457.40
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
3210 - Series B Preferred Stock	$92,737,098.21
3250 - Series B - Issuance Costs	($184,228.77)
3260 - Series C Preferred Stock	$82,999,952.99
3270 - Series C - Issuance Costs	($159,651.74)
Total - 3000 - Stockholders' Equity	**$212,944,514.36**
Cumulative Translation Adjustment-Elimination	($0.01)
Retained Earnings	($55,227,069.01)
Net Income	($48,659,034.27)
Total Equity	**$109,058,411.07**
Total Liabilities & Equity	**$130,416,896.43**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jul 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1020 - SVB - Operating Account 9355	$105,197.50
1025 - SVB - Sweep Account 3726	$4,159,036.33
1030 - SVB - MarketPlace Account 0370	$535,631.89
1031 - SVB - SAM SV1865 Acct 199935	$75,033,795.85
1040 - Lloyds GBP Direct Debit Account	$61,694.70
1050 - Lloyds GBP Account	$279,289.88
1060 - Citibank - Harnessio R&D Labs	$925,852.67
1066 - Lloyds EUR Account - GmbH	$31,187.89
1070 - Lloyds AUD Account	$85,881.26
1075 - Lloyds USD Account - AUS	$5,769.52
1080 - Airbase Clearing Account	$541,259.04
Total - 1000 - Cash & Cash Equivalents	**$81,764,596.53**
Total Bank	**$81,764,596.53**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$8,016,304.99
Total - 1100 - Accounts Receivable	**$8,016,304.99**
Total Accounts Receivable	**$8,016,304.99**
Other Current Asset	
1200 - Other Receivables	
1205 - Undeposited Funds	$183.96
1250 - Miscellaneous Receivables	$209,854.60
1260 - Unbilled AR	$62,947.34
Total - 1200 - Other Receivables	**$272,985.90**
1300 - Deferred Contract Costs, ST	
1312 - Deferred Contract Costs - Bonus	$3,377.13
1315 - Deferred Contract Costs - Commissions	$2,892,158.03
1320 - Deferred Contract Costs - Partner Fees	$616,862.66
1352 - Acc. Amortization - Deferred Bonus	($521.48)
1355 - Acc. Amortization - Deferred Commissions	($1,676,671.77)
1360 - Acc. Amortization - Deferred Partner Fees	($263,850.01)
Total - 1300 - Deferred Contract Costs, ST	**$1,571,354.56**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$927,107.60
1425 - Prepaid Marketing Expenses	$328,755.29
1430 - Prepaid Insurance Expenses	$298,540.50
1440 - Prepaid Software Subscriptions	$1,271,469.42
1490 - Deposits - Current	$762,129.12
Total - 1400 - Prepaid Expenses and Other	**$3,588,001.93**
Total Other Current Asset	**$5,432,342.39**
Total Current Assets	**$95,213,243.91**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$798,800.20
1610 - Other Computer Equipment	$18,071.12
1640 - Furniture and Fixtures	$166,265.53
1660 - Leasehold Improvements	$67,820.16
Total - 1600 - Fixed Assets	**$1,050,957.01**
1700 - Accumulated Depreciation	

1705 - A/D Desktop Computer Equipment	($375,030.86)
1710 - A/D Other Computer Equipment	($12,164.34)
1740 - A/D Furniture and Fixtures	($115,942.92)
1760 - A/D Leasehold Improvements	($57,362.86)
Total - 1700 - Accumulated Depreciation	**($560,500.98)**
Total Fixed Assets	**$490,456.03**
Other Assets	
1900 - Other Assets	
1920 - Investments - Non-current	$121,333.00
1940 - Debt Issuance Costs	$371,648.05
1950 - Deposits - Non-current	$257,689.19
1960 - Intangibles - Developed Technology	$436,434.98
1965 - Intangibles - Cust. Relationships	$353,754.20
1982 - Deferred Contract Costs - Bonus LT	$12,569.32
1985 - Deferred Contract Costs - Commission LT	$6,472,489.14
1987 - Deferred Contract Costs - Partner Fees LT	$1,149,168.03
1990 - Goodwill	$1,000,796.50
1995 - Capitalized Software	$1,031,157.00
1996 - Accumulated Amortization - Capitalized Software	($165,818.00)
Total - 1900 - Other Assets	**$11,041,221.41**
Total Other Assets	**$11,041,221.41**
Total ASSETS	**$106,744,921.35**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts Payables	$2,724,178.69
2020 - EE Expense Reports Payable	$59,354.03
Total - 2000 - Accounts Payable	**$2,783,532.72**
Total Accounts Payable	**$2,783,532.72**
Credit Card	
2090 - Credit Cards	
2092 - SVB - Credit Card 4280	$75.00
Total - 2090 - Credit Cards	**$75.00**
Total Credit Card	**$75.00**
Other Current Liability	
2100 - Accrued Liabilities	
2130 - Refunds Payable	$32,938.20
Total - 2100 - Accrued Liabilities	**$32,938.20**
2200 - Accrued Compensation & Benefits	
2212 - Accrued Bonus Expense	$769,541.05
2215 - Accrued Commission Expense	$912,161.90
2220 - Accrued Payroll and Related	$990,942.80
2223 - Accrued Payroll Health Benefits	$29,596.52
2225 - 401K Payable	$123,581.80
2230 - Accrued Vacation	$2,391,468.15
Total - 2200 - Accrued Compensation & Benefits	**$5,217,292.22**
2300 - Accrued Expenses & Other Current	
2320 - Accrued Liabilities - Other	$748,758.55
2323 - Accrued Acquisition Costs	$756,729.23
2325 - SF Payroll Taxes Accrued	$56,294.52
2335 - Deferred Rent - Current	$28,595.00
2370 - Sales Taxes Payable	$44,778.91
2375 - Unvested Exercised Options-Current	$248,031.92
Total - 2300 - Accrued Expenses & Other Current	**$1,883,188.13**
2400 - Deferred Revenue, Current	
2410 - Deferred Revenue - SaaS	$8,423,445.35
2412 - Deferred Revenue - On-Premise	$6,190,707.33
2420 - Deferred Revenue - PCS	$3,102,911.80
2425 - Deferred Revenue - Services	$616,416.33
Total - 2400 - Deferred Revenue, Current	**$18,333,480.81**
Total Other Current Liability	**$25,466,899.36**
Total Current Liabilities	**$28,250,507.08**

Long Term Liabilities	
2600 - Other Liabilities, Non-Current	
2640 - Deferred Rent - Non Current	$2,753.90
2690 - Unvested Exercised Options-Non Current	$170,209.46
Total - 2600 - Other Liabilities, Non-Current	**$172,963.36**
Total Long Term Liabilities	**$172,963.36**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$2,193,980.32
3025 - Common Stock - APIC - SBC	$12,399,946.58
3030 - Common Stock - Warrants	$528,457.40
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
3210 - Series B Preferred Stock	$92,737,098.21
3250 - Series B - Issuance Costs	($184,228.77)
3260 - Series C Preferred Stock	$82,999,952.99
3270 - Series C - Issuance Costs	($165,337.94)
Total - 3000 - Stockholders' Equity	**$215,429,625.22**
Cumulative Translation Adjustment-Elimination	$0.01
Retained Earnings	($103,886,103.28)
Net Income	($33,222,071.04)
Total Equity	**$78,321,450.91**
Total Liabilities & Equity	**$106,744,921.35**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jan 2019

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1010 - Cash in bank - WF Checking 9926	$34,521.99
1015 - Cash in bank - WF Savings 3722	$1,819.02
1020 - SVB - Operating Account 9355	$100,000.00
1025 - SVB - Sweep Account 3726	$11,609,902.81
1040 - Lloyds GBP Direct Debit Account	$13,139.37
1050 - Lloyds GBP Account	$79,561.85
1060 - Citibank - Harnessio R&D Labs	$67,347.05
Total - 1000 - Cash & Cash Equivalents	**$11,906,292.09**
Total Bank	**$11,906,292.09**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$359,084.55
Total - 1100 - Accounts Receivable	**$359,084.55**
Total Accounts Receivable	**$359,084.55**
Other Current Asset	
1200 - Other Receivables	
1240 - Employee Advances	$10,546.21
1250 - Miscellaneous Receivables	($747.58)
Total - 1200 - Other Receivables	**$9,798.63**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$334,891.51
1415 - FSA Prepaid Expenses	$9,760.27
1430 - Prepaid Insurance Expenses	$111,812.19
1490 - Deposits - Current	$13,332.08
Total - 1400 - Prepaid Expenses and Other	**$469,796.05**
Total Other Current Asset	**$479,594.68**
Total Current Assets	**$12,744,971.32**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$113,343.84
1640 - Furniture and Fixtures	$23,670.92
1660 - Leasehold Improvements	$5,695.10
Total - 1600 - Fixed Assets	**$142,709.86**
1700 - Accumulated Depreciation	
1705 - A/D Desktop Computer Equipment	($34,480.14)
1740 - A/D Furniture and Fixtures	($6,789.10)
1760 - A/D Leasehold Improvements	($439.04)
Total - 1700 - Accumulated Depreciation	**($41,708.28)**
Total Fixed Assets	**$101,001.58**
Other Assets	
1900 - Other Assets	
1900 - Other Assets	$2,194.11
1950 - Deposits - Non-current	$25,177.91
Total - 1900 - Other Assets	**$27,372.02**
Total Other Assets	**$27,372.02**
Total ASSETS	**$12,873,344.92**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	

2000 - Accounts Payable	
2010 - Accounts Payables	$448,360.03
2020 - EE Expense Reports Payable	$2,771.93
Total - 2000 - Accounts Payable	**$451,131.96**
Total Accounts Payable	**$451,131.96**
Credit Card	
2090 - Credit Cards	
2091 - WFB - Credit Card	$17,906.88
2092 - SVB - Credit Card 4280	$37,560.38
Total - 2090 - Credit Cards	**$55,467.26**
Total Credit Card	**$55,467.26**
Other Current Liability	
2200 - Accrued Compensation & Benefits	
2220 - Accrued Payroll and Related	$224,424.17
2230 - Accrued Vacation	$324,278.02
Total - 2200 - Accrued Compensation & Benefits	**$548,702.19**
2300 - Accrued Expenses & Other Current	
2310 - Accrued Consulting Expenses	$30,428.14
2320 - Accrued Liabilities - Other	$3,447.95
2325 - SF Payroll Taxes Accrued	$29,367.36
2330 - Vat Control Account	($1,472.13)
2375 - Unvested Exercised Options-Current	$90,856.26
Total - 2300 - Accrued Expenses & Other Current	**$152,627.58**
2400 - Deferred Revenue, Current	
2400 - Deferred Revenue, Current	($3,281.96)
2410 - Deferred Revenue - SaaS	$981,792.48
2412 - Deferred Revenue - On-Premise	$95,590.33
Total - 2400 - Deferred Revenue, Current	**$1,074,100.85**
Total Other Current Liability	**$1,775,430.62**
Total Current Liabilities	**$2,282,029.84**
Long Term Liabilities	
2600 - Other Liabilities, Non-Current	
2660 - Series B Convertible Note Payable	$5,020,821.92
2690 - Unvested Exercised Options-Non Current	$143,325.62
Total - 2600 - Other Liabilities, Non-Current	**$5,164,147.54**
Total Long Term Liabilities	**$5,164,147.54**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32
3020 - Common Stock - APIC	$92,314.44
3025 - Common Stock - APIC - SBC	$2,062,628.33
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
Total - 3000 - Stockholders' Equity	**$27,074,699.20**
Retained Earnings	($5,991,177.10)
Net Income	($15,656,354.56)
Total Equity	**$5,427,167.54**
Total Liabilities & Equity	**$12,873,344.92**

Harness, Inc
10 Harness US (Consolidated)
Harness Balance Sheet
End of Jan 2020

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash & Cash Equivalents	
1020 - SVB - Operating Account 9355	$99,799.66
1025 - SVB - Sweep Account 3726	$36,135,086.59
1030 - SVB - MarketPlace Account 0370	$28,239.76
1040 - Lloyds GBP Direct Debit Account	$18,575.64
1050 - Lloyds GBP Account	$151,055.83
1060 - Citibank - Harnessio R&D Labs	$175,240.70
1066 - Lloyds EUR Account - GmbH	$21,907.27
1070 - Lloyds AUD Account	$72,403.08
1075 - Lloyds USD Account - AUS	$0.38
1080 - Airbase Clearing Account	$438,667.00
Total - 1000 - Cash & Cash Equivalents	**$37,140,975.91**
Total Bank	**$37,140,975.91**
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts Receivables	$3,753,306.48
Total - 1100 - Accounts Receivable	**$3,753,306.48**
Total Accounts Receivable	**$3,753,306.48**
Other Current Asset	
1200 - Other Receivables	
1210 - Interest Receivable	$24,793.74
1240 - Employee Advances	$22,005.03
1250 - Miscellaneous Receivables	$133,407.78
1260 - Unbilled AR	$86,822.22
Total - 1200 - Other Receivables	**$267,028.77**
1300 - Deferred Contract Costs, ST	
1315 - Deferred Contract Costs - Commissions	$680,929.21
1320 - Deferred Contract Costs - Partner Fees	$41,354.47
1355 - Acc. Amortization - Deferred Commissions	($148,131.02)
1360 - Acc. Amortization - Deferred Partner Fees	($7,846.73)
Total - 1300 - Deferred Contract Costs, ST	**$566,305.93**
1400 - Prepaid Expenses and Other	
1410 - Prepaid Expenses	$268,465.76
1425 - Prepaid Marketing Expenses	$201,218.86
1430 - Prepaid Insurance Expenses	$259,944.29
1440 - Prepaid Software Subscriptions	$673,681.80
1490 - Deposits - Current	$314,524.49
Total - 1400 - Prepaid Expenses and Other	**$1,717,835.20**
Total Other Current Asset	**$2,551,169.90**
Total Current Assets	**$43,445,452.29**
Fixed Assets	
1600 - Fixed Assets	
1605 - Desktop Computer Equipment	$328,581.77
1610 - Other Computer Equipment	$18,071.12
1640 - Furniture and Fixtures	$166,265.53
1660 - Leasehold Improvements	$64,503.16
Total - 1600 - Fixed Assets	**$577,421.58**
1700 - Accumulated Depreciation	
1705 - A/D Desktop Computer Equipment	($119,936.88)
1710 - A/D Other Computer Equipment	($3,128.73)

1715 - A/D Computer Software	($1,704.35)
1740 - A/D Furniture and Fixtures	($35,654.11)
1760 - A/D Leasehold Improvements	($13,577.06)
Total - 1700 - Accumulated Depreciation	**($174,001.13)**
Total Fixed Assets	**$403,420.45**
Other Assets	
1900 - Other Assets	
1900 - Other Assets	$24,843.39
1940 - Debt Issuance Costs	$253,928.53
1950 - Deposits - Non-current	$261,886.95
1985 - Deferred Contract Costs - Commission LT	$1,977,238.75
1987 - Deferred Contract Costs - Partner Fees LT	$125,817.86
Total - 1900 - Other Assets	**$2,643,715.48**
Total Other Assets	**$2,643,715.48**
Total ASSETS	**$46,492,588.22**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts Payables	$1,332,945.23
2020 - EE Expense Reports Payable	$97,866.66
Total - 2000 - Accounts Payable	**$1,430,811.89**
Total Accounts Payable	**$1,430,811.89**
Credit Card	
2090 - Credit Cards	
2092 - SVB - Credit Card 4280	$197,126.81
Total - 2090 - Credit Cards	**$197,126.81**
Total Credit Card	**$197,126.81**
Other Current Liability	
2200 - Accrued Compensation & Benefits	
2212 - Accrued Bonus Expense	$262,853.00
2215 - Accrued Commission Expense	$1,240,147.14
2220 - Accrued Payroll and Related	$61,003.42
2223 - Accrued Payroll Health Benefits	$7,519.79
2230 - Accrued Vacation	$1,016,198.55
Total - 2200 - Accrued Compensation & Benefits	**$2,587,721.90**
2300 - Accrued Expenses & Other Current	
2310 - Accrued Consulting Expenses	$18,233.30
2320 - Accrued Liabilities - Other	$168,172.18
2325 - SF Payroll Taxes Accrued	$40,455.91
2330 - Vat Control Account	($22,343.94)
2335 - Deferred Rent - Current	$11,554.10
2370 - Sales Taxes Payable	$28,868.63
2375 - Unvested Exercised Options-Current	$140,777.65
Total - 2300 - Accrued Expenses & Other Current	**$385,717.83**
2400 - Deferred Revenue, Current	
2400 - Deferred Revenue, Current	$26,649.66
2410 - Deferred Revenue - SaaS	$3,821,225.43
2412 - Deferred Revenue - On-Premise	$1,545,528.84
2420 - Deferred Revenue - PCS	$430,057.19
2425 - Deferred Revenue - Services	$140,382.63
Total - 2400 - Deferred Revenue, Current	**$5,963,843.75**
Total Other Current Liability	**$8,937,283.48**
Total Current Liabilities	**$10,565,222.18**
Long Term Liabilities	
2600 - Other Liabilities, Non-Current	
2640 - Deferred Rent - Non Current	$22,448.09
2690 - Unvested Exercised Options-Non Current	$239,544.62
Total - 2600 - Other Liabilities, Non-Current	**$261,992.71**
Total Long Term Liabilities	**$261,992.71**
Equity	
3000 - Stockholders' Equity	
3010 - Common Stock	$1,500.32

3020 - Common Stock - APIC	$444,066.91
3025 - Common Stock - APIC - SBC	$3,369,185.51
3030 - Common Stock - Warrants	$79,611.23
3060 - Founders Preferred Stock	$3,000,000.00
3080 - Founders Preferred - Issuance Costs	($22,393.21)
3110 - Series A Preferred Stock	$21,999,996.17
3150 - Series A - Issuance Costs	($59,346.85)
3210 - Series B Preferred Stock	$62,187,099.54
3250 - Series B - Issuance Costs	($107,277.27)
Total - 3000 - Stockholders' Equity	**$90,892,442.35**
Cumulative Translation Adjustment-Elimination	($0.01)
Retained Earnings	($21,647,531.66)
Net Income	($33,579,537.35)
Total Equity	**$35,665,373.33**
Total Liabilities & Equity	**$46,492,588.22**

Harness, Inc
10 Harness US (Consolidated)
Harness Cash Flow Statement
From Feb 2021 to Jul 2021

Options: Show Zeros, Activity Only

Financial Row	Amount
Operating Activities	
Net Income	**($33,222,071.04)**
Adjustments to Net Income	
Depreciation	$150,211.10
Restricted cash	$0.00
Accounts Receivable	$406,175.12
Prepaid expenses and other current assets	($1,526,100.41)
Deferred contract costs	($2,195,634.73)
Other assets	$48,178.10
Accounts Payable	$1,385,177.29
Accrued expenses and other liabilities	$664,754.24
Accrued payroll and related expenses	($319,784.33)
Customer liability	($85,332.58)
Deferred rent	($16,964.66)
Deferred revenue	$5,584,603.93
Stock-based compensation	$1,898,015.00
Total Adjustments to Net Income	**$5,993,298.07**
Total Operating Activities	($27,228,772.97)
Investing Activities	
Purchases of property and equipment	($236,774.68)
Cash paid for acquisition of businesses	$113,736.24
Total Investing Activities	**($123,038.44)**
Financing Activities	
Debt Issuance cost	$0.00
Debt issuance costs (non-cash warrants)	$0.00
Net proceeds from issuance of preferred stock	($5,686.20)
Proceeds from early exercise of stock options	($147,468.81)
Proceeds from exercise of stock options	$592,782.06
Proceeds from issuance of common stock	$0.00
Proceeds from loan	$0.00
Proceeds from revolving credit facility	$0.00
Total Financing Activities	**$439,627.05**
Net Change in Cash for Period	**($26,912,184.36)**
Cash at Beginning of Period	**$108,676,780.87**
Effect of exchange rate changes	**$0.00**
Cash at End of Period	**$81,764,596.51**

Harness Inc.
Equity Rollforward
Consolidated Statements of Stockholders' Equity and Comprehensive Loss

	Total Preferred		Common Stock ($ 0.00001)		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount			
Balances at January 31, 2015	-	-	-	-	-	-	-
Issuance of Founders Preferred Stock for cash,net of issuance costs	48,000,000	2,977,607	-	-	-	-	2,977,607
Issuance of Common Stock	-	-	7,200,000	72	-	-	72
Stock-based compensation	-	-	-	-	3,353	-	3,353
Net loss	-	-	-	-	-	(41,670)	(41,670)
Balances at January 31, 2016	**48,000,000**	**2,977,607**	**7,200,000**	**72**	**3,353**	**(41,670)**	**2,939,361**
Stock-based compensation	-	-	-	-	25,887	-	25,887
Net loss	-	-	-	-	-	(1,000,295)	(1,000,295)
Balances at January 31, 2017	**48,000,000**	**2,977,607**	**7,200,000**	**72**	**29,240**	**(1,041,966)**	**1,964,953**
Issuance of Series A Preferred Stock for cash, net of issuance costs	13,358,476	16,940,650			-		16,940,650
Issuance of common stock from exercise of stock options	-	-	131,250	1	24,850	-	24,851
Issuance of common stock from early exercises of stock options	-	-	510,000	5	(23,084)	-	(23,079)
Stock-based compensation	-	-	-	-	34,612	-	34,612
Net loss	-	-	-	-	-	(4,949,212)	(4,949,212)
Balances at January 31, 2018	**61,358,476**	**19,918,257**	**7,841,250**	**78**	**65,617**	**(5,991,177)**	**13,992,775**
Issuance of Series A Preferred Stock for cash, net of issuance costs	3,928,964	5,000,000	-	-	-	-	5,000,000
Issuance of common stock from exercise of stock options	-	-	996,372	10	330,563	-	330,573
Issuance of common stock from early exercises of stock options	-	-	2,347,002	23	(313,590)	-	(313,566)
Repurchased shares	-	-	(90,000)	(1)	1	-	-
Vesting of early exercised stock options	-	-	-	-	80,000	-	80,000
Stock-based compensation	-	-	-	-	1,998,777	-	1,998,777
Net loss	-	-	-	-	-	(15,656,355)	(15,656,355)
Balances at January 31, 2019	**65,287,440**	**24,918,256**	**11,094,624**	**111**	**2,161,368**	**(21,647,532)**	**5,432,203**
Issuance of Series B Preferred Stock for cash, net of issuance costs	11,456,437	56,142,683	-	-	-	-	56,142,683
Series B Convertible Note Payable	1,209,218	5,937,139	-	-	-	-	5,937,139
Issuance of common stock from exercise of stock options	-	-	1,479,201	15	501,047	-	501,062
Issuance of common stock from early exercises of stock options	-	-	910,476	9	(287,354)	-	(287,345)
Repurchased shares	-	-	(30,000)	(0)	-	-	(0)
Vesting of early exercised stock options	-	-	-	-	133,000	-	133,000
Common Stock Warrants Valuation - SVB	-	-	-	-	79,611	-	79,611
Stock-based compensation	-	-	-	-	1,255,525	-	1,255,525
Secondary Sales	-	-	-	-	51,032	-	51,032
Net loss	-	-	-	-	-	(33,579,537)	(33,579,537)
Balances at January 31, 2020	**77,953,095**	**86,998,079**	**13,454,301**	**135**	**3,894,229**	**(55,227,069)**	**35,665,374**
Issuance of Series B-1 Preferred Stock for cash, net of issuance costs	4,989,221	30,473,048	-	-	-	-	30,473,048
Issuance of Series C Preferred Stock for cash, net of issuance costs	6,070,887	82,840,301	-	-	-	-	82,840,301
Issuance of common stock from exercise of stock options	-	-	2,590,457	26	1,358,172	-	1,358,198
ance of common stock from early exercises of stock options	-	-	1,184,684	12	(385,641)	-	(385,629)
urchased shares	-	-	(208,085)	(2)	2	-	-
ing of early exercised stock options	-	-	-	-	184,000	-	184,000
mon Stock Warrants Valuation - SVB	-	-	-	-	249,244	-	249,244
ants - Retter acquisition	-	-	-	-	199,602	-	199,602
k-based compensation	-	-	-	-	2,275,607	-	2,275,607
ndary Sales	-	-	-	-	4,857,139	-	4,857,139
oss	-	-	-	-	-	(49,524,373)	(49,524,373)
nces at January 31, 2021	**89,013,203**	**200,311,427**	**17,021,357**	**170**	**12,632,355**	**(104,751,442)**	**108,192,510**

ncial Statement Presentation
ar values in thousands)

nces at January 31, 2020	77,953,095	$ 86,998	13,454,301	$ 2	$ 3,894	$ (55,227)	$ (51,331)
ance of Series B-1 Preferred Stock for cash, net of issuance costs	4,989,221	30,473	-	-	-	-	-
ance of Series C Preferred Stock for cash, net of issuance costs	6,070,887	82,840	-	-	-	-	-
ance of common stock from exercise of stock options, net of repurchases	-	-	3,567,056	-	973	-	973
ing of early exercised stock options	-	-	-	-	184	-	184
ance of warrant for common stock in connection with debt	-	-	-	-	249	-	249
ance of warrants in connection with business combination	-	-	-	-	200	-	200
k-based compensation expense	-	-	-	-	7,133	-	7,133
oss	-	-	-	-	-	(48,660)	(48,660)
nces at January 31, 2021	**89,013,203**	**$ 200,311**	**17,021,357**	**$ 2**	**$ 12,632**	**$ (103,887)**	**$ (91,252)**

Harness, Inc
10 Harness US (Consolidated)
Harness Income Statement
From Feb 2018 to Jul 2021

Options: Activity Only

Financial Row	FY 2019 Amount	FY 2020 Amount	FY 2021 Amount	FY 2022 Amount	Total Amount
Ordinary Income/Expense					
Income					
4000 - Revenue	**$942,889.74**	**$6,314,243.19**	**$17,521,173.36**	**$12,687,292.13**	**$37,465,598.42**
Total - Income	**$942,889.74**	**$6,314,243.19**	**$17,521,173.36**	**$12,687,292.13**	**$37,465,598.42**
Cost Of Sales					
5000 - Cost of Sales	**$865,870.88**	**$3,610,950.85**	**$5,965,073.32**	**$4,329,004.42**	**$14,770,899.47**
Total - Cost Of Sales	**$865,870.88**	**$3,610,950.85**	**$5,965,073.32**	**$4,329,004.42**	**$14,770,899.47**
Gross Profit	**$77,018.86**	**$2,703,292.34**	**$11,556,100.04**	**$8,358,287.71**	**$22,694,698.95**
Expense					
6100 - Payroll & Benefits	**$10,687,149.28**	**$26,506,557.28**	**$41,469,495.71**	**$31,519,911.91**	**$110,183,114.18**
6200 - Other Employee Expenses	**$2,269,370.51**	**$2,460,927.01**	**$8,742,049.59**	**$3,264,654.80**	**$16,737,001.91**
6300 - Professional Services	**$839,268.41**	**$1,521,815.80**	**$3,842,316.22**	**$2,850,215.73**	**$9,053,616.16**
6900 - Equipment & Hardware	**$137,819.38**	**$562,546.92**	**$400,324.00**	**$403,003.56**	**$1,503,693.86**
7000 - Software and Subscription Fees	**$505,018.13**	**$1,654,084.38**	**$3,220,332.57**	**$2,457,056.12**	**$7,836,491.20**
7100 - Travel & Entertainment	**$623,460.07**	**$2,369,609.02**	**$627,028.04**	**$210,056.93**	**$3,830,154.06**
7300 - Facilities	**$679,320.09**	**$1,330,809.51**	**$2,044,328.73**	**$863,491.90**	**$4,917,950.23**
7500 - Marketing Expenses	**$666,569.57**	**$2,107,485.69**	**$3,175,223.06**	**$2,396,635.50**	**$8,345,913.82**
7600 - Sales Expenses	**$52,160.94**	**$336,491.07**	**$796,431.18**	**$299,491.14**	**$1,484,574.33**
7800 - Other Operating Expenses	**$51,287.55**	**$141,626.52**	**$475,916.55**	**$240,371.72**	**$909,202.34**
7900 - Depreciation & Amortization	**$28,835.61**	**$134,346.73**	**$327,036.39**	**$263,947.34**	**$754,166.07**
7950 - Allocations	**($717,156.60)**	**($3,113,145.09)**	**($5,310,383.46)**	**($3,574,258.35)**	**($12,714,943.50)**
otal - Expense	**$15,823,102.94**	**$36,013,154.84**	**$59,810,098.58**	**$41,194,578.30**	**$152,840,934.66**
Ordinary Income	**($15,746,084.08)**	**($33,309,862.50)**	**($48,253,998.54)**	**($32,836,290.59)**	**($130,146,235.71)**
er Income and Expenses					
ther Income					
9000 - Other Income / Expense	**$93,454.91**	**($229,085.71)**	**($343,112.05)**	**($309,681.60)**	**($788,424.45)**
otal - Other Income	**$93,454.91**	**($229,085.71)**	**($343,112.05)**	**($309,681.60)**	**($788,424.45)**
ther Expense					
Rounding Gain/Loss	$0.00	($0.01)	$0.00	$0.02	$0.01
Unrealized Gain/Loss	$3,451.86	$40,741.99	$65,120.46	$78,791.63	$188,105.94
Unrealized Matching Gain/Loss	$273.53	$1,575.01	$1,076.51	($1,936.83)	$988.22
Realized Gain/Loss	$0.00	($1,727.85)	($4,273.29)	($755.97)	($6,757.11)
otal - Other Expense	**$3,725.39**	**$40,589.14**	**$61,923.68**	**$76,098.85**	**$182,337.06**
Other Income	**$89,729.52**	**($269,674.85)**	**($405,035.73)**	**($385,780.45)**	**($970,761.51)**
Income	**($15,656,354.56)**	**($33,579,537.35)**	**($48,659,034.27)**	**($33,222,071.04)**	**($131,116,997.22)**

Harness, Inc
10 Harness US (Consolidated)
Harness Income Statement
From Feb 2021 to Jul 2021

Options: Activity Only

Financial Row	Feb 2021 Amount	Mar 2021 Amount	Apr 2021 Amount	May 2021 Amount	Jun 2021 Amount	Jul 2021 Amount	Total Amount
Ordinary Income/Expense							
Income							
4000 - Revenue	**$1,716,443.97**	**$1,825,178.44**	**$2,023,402.71**	**$2,126,810.28**	**$2,243,344.39**	**$2,752,112.34**	**$12,687,292.13**
Total - Income	**$1,716,443.97**	**$1,825,178.44**	**$2,023,402.71**	**$2,126,810.28**	**$2,243,344.39**	**$2,752,112.34**	**$12,687,292.13**
Cost Of Sales							
5000 - Cost of Sales	**$634,692.08**	**$656,238.70**	**$682,056.54**	**$781,602.23**	**$793,367.68**	**$781,047.19**	**$4,329,004.42**
Total - Cost Of Sales	**$634,692.08**	**$656,238.70**	**$682,056.54**	**$781,602.23**	**$793,367.68**	**$781,047.19**	**$4,329,004.42**
Gross Profit	**$1,081,751.89**	**$1,168,939.74**	**$1,341,346.17**	**$1,345,208.05**	**$1,449,976.71**	**$1,971,065.15**	**$8,358,287.71**
Expense							
6100 - Payroll & Benefits	**$4,493,063.14**	**$4,734,176.36**	**$5,197,145.81**	**$5,348,548.37**	**$5,994,515.08**	**$5,752,463.15**	**$31,519,911.91**
6200 - Other Employee Expenses	**$415,967.01**	**$763,840.57**	**$392,386.48**	**$484,208.89**	**$511,741.67**	**$696,510.18**	**$3,264,654.80**
6300 - Professional Services	**$414,356.22**	**$426,492.20**	**$465,078.91**	**$406,149.59**	**$511,328.65**	**$626,810.16**	**$2,850,215.73**
6900 - Equipment & Hardware	**$67,045.97**	**$54,237.36**	**$59,632.31**	**$59,398.70**	**$49,338.31**	**$113,350.91**	**$403,003.56**
7000 - Software and Subscription Fees	**$361,277.76**	**$408,703.15**	**$390,356.44**	**$387,340.29**	**$426,981.36**	**$482,397.12**	**$2,457,056.12**
7100 - Travel & Entertainment	**$14,406.88**	**$5,378.73**	**$8,987.71**	**$23,375.93**	**$52,448.73**	**$105,458.95**	**$210,056.93**
7300 - Facilities	**$140,943.50**	**$152,235.46**	**$148,354.23**	**$141,334.61**	**$132,895.53**	**$147,728.57**	**$863,491.90**
7500 - Marketing Expenses	**$296,204.58**	**$466,506.71**	**$436,022.70**	**$511,806.78**	**$394,060.62**	**$292,034.11**	**$2,396,635.50**
7600 - Sales Expenses	**$92,494.19**	**$37,897.97**	**$46,614.77**	**$39,917.54**	**$25,288.57**	**$57,278.10**	**$299,491.14**
7800 - Other Operating Expenses	**$51,375.12**	**$45,499.61**	**$7,537.82**	**$29,190.36**	**$47,635.66**	**$59,133.15**	**$240,371.72**
7900 - Depreciation & Amortization	**$41,341.45**	**$43,754.04**	**$44,107.69**	**$45,467.88**	**$43,968.95**	**$45,307.33**	**$263,947.34**
7950 - Allocations	**($548,431.73)**	**($564,011.49)**	**($542,942.65)**	**($651,484.48)**	**($645,553.95)**	**($621,834.05)**	**($3,574,258.35)**
otal - Expense	**$5,840,044.09**	**$6,574,710.67**	**$6,653,282.22**	**$6,825,254.46**	**$7,544,649.18**	**$7,756,637.68**	**$41,194,578.30**
Ordinary Income	**($4,758,292.20)**	**($5,405,770.93)**	**($5,311,936.05)**	**($5,480,046.41)**	**($6,094,672.47)**	**($5,785,572.53)**	**($32,836,290.59)**
er Income and Expenses							
ther Income							
9000 - Other Income / Expense	**($44,905.77)**	**($55,060.43)**	**($55,969.94)**	**($73,410.22)**	**($22,984.81)**	**($57,350.43)**	**($309,681.60)**
otal - Other Income	**($44,905.77)**	**($55,060.43)**	**($55,969.94)**	**($73,410.22)**	**($22,984.81)**	**($57,350.43)**	**($309,681.60)**
ther Expense							
Rounding Gain/Loss	$0.00	$0.01	$0.00	$0.00	$0.00	$0.01	$0.02
Unrealized Gain/Loss	$13,204.69	$29,580.02	($4,492.91)	($730.86)	$35,431.07	$5,799.62	$78,791.63
Unrealized Matching Gain/Loss	$0.00	$0.00	$0.00	$0.00	($1,936.83)	$0.00	($1,936.83)
Realized Gain/Loss	$1,607.87	($650.76)	($1,229.97)	$0.00	$0.00	($483.11)	($755.97)
otal - Other Expense	**$14,812.56**	**$28,929.27**	**($5,722.88)**	**($730.86)**	**$33,494.24**	**$5,316.52**	**$76,098.85**
Other Income	**($59,718.33)**	**($83,989.70)**	**($50,247.06)**	**($72,679.36)**	**($56,479.05)**	**($62,666.95)**	**($385,780.45)**
Income	**($4,818,010.53)**	**($5,489,760.63)**	**($5,362,183.11)**	**($5,552,725.77)**	**($6,151,151.52)**	**($5,848,239.48)**	**($33,222,071.04)**

Harness Inc. and Subsidiaries

Consolidated Financial Statements as of and for the Year Ended January 31, 2021, and Independent Auditors' Report

HARNESS INC. AND SUBSIDIARIES

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harness, Inc.
San Francisco, CA

We have audited the accompanying consolidated financial statements of Harness, Inc. and its subsidiaries (collectively, the "Company"), which comprise the consolidated balance sheet as of January 31, 2021, and the related consolidated statement of operations and comprehensive loss, consolidated statement of convertible preferred stock and stockholders' equity (deficit), and consolidated statement of cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harness, Inc. and its subsidiaries as of January 31, 2021, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Deloitte & Touche LLP

October 19, 2021

HARNESS INC.

CONSOLIDATED BALANCE SHEET
AS OF JANUARY 31, 2021
(In thousands, except share and per share amounts)

ASSETS	
CURRENT ASSETS:	
Cash and cash equivalents	$ 108,677
Accounts receivable—net	8,422
Deferred contract acquisition costs	1,613
Prepaid expenses and other current assets	2,335
Total current assets	121,047
PROPERTY AND EQUIPMENT—Net	404
DEFERRED CONTRACT ACQUISITION COSTS, NONCURRENT	5,397
INTANGIBLE ASSETS—Net	904
GOODWILL	1,001
CAPITALIZED SOFTWARE	865
OTHER ASSETS, NONCURRENT	798
TOTAL ASSETS	$ 130,416
LIABILITIES, CONVERTIBLE PREFERRED STOCK, AND STOCKHOLDERS' EQUITY (DEFICIT)	
CURRENT LIABILITIES:	
Accounts payable	$ 1,397
Accrued compensation	5,537
Accrued expenses and other current liabilities	1,432
Deferred revenue	10,856
Total current liabilities	19,222
DEFERRED REVENUE, NONCURRENT	1,893
OTHER NONCURRENT LIABILITIES	243
Total liabilities	21,358
COMMITMENTS AND CONTINGENCIES (NOTE 7)	
CONVERTIBLE PREFERRED STOCK—Convertible preferred stock, $0.0001 par value—89,013,203 shares authorized, issued and outstanding as of January 31, 2021; aggregate liquidation preference of $200,737 as of January 31, 2021	200,311
STOCKHOLDERS' EQUITY (DEFICIT):	
Common stock, $0.0001 par value—188,500,000 shares authorized as of January 31, 2021; 17,021,357 shares issued and outstanding as of January 31, 2021	2
Additional paid-in capital	12,632
Accumulated other comprehensive loss	-
Accumulated deficit	(103,887)
Total stockholders' equity (deficit)	(91,253)
TOTAL LIABILITIES, CONVERTIBLE PREFERRED STOCK, AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 130,416

See notes to consolidated financial statements.

HARNESS INC.

CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE LOSS
FOR THE YEAR ENDED JANUARY 31, 2021
(In thousands)

REVENUE	$ 17,521
COST OF REVENUE	5,965
GROSS PROFIT	11,556
OPERATING EXPENSES:	
Research and development	22,090
Sales and marketing	26,213
General and administrative	11,508
Total operating expenses	59,811
LOSS FROM OPERATIONS	(48,255)
OTHER EXPENSE—Net	46
Total interest and other income (expense)—net	46
LOSS BEFORE INCOME TAXES	(48,301)
PROVISION FOR INCOME TAXES	359
NET LOSS	$(48,660)

See notes to consolidated financial statements.

HARNESS INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)
FOR THE YEAR ENDED JANUARY 31, 2021
(In thousands, except share amounts)

	Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount			
BALANCE—February 1, 2020	77,953,095	$ 86,998	13,454,301	$ 2	$ 3,893	$ (55,227)	$ (51,332)
Issuance of Series B-1 Preferred Stock for cash—net of issuance costs	4,989,221	30,473	-	-	-	-	-
Issuance of Series C Preferred Stock for cash—net of issuance costs	6,070,887	82,840	-	-	-	-	-
Issuance of common stock from exercise of stock options—net of repurchases	-	-	3,567,056	-	973	-	973
Vesting of early exercised stock options	-	-	-	-	184	-	184
Issuance of warrants for common stock in connection with line of credit	-	-	-	-	249	-	249
Issuance of warrants in connection with business combination	-	-	-	-	200	-	200
Stock-based compensation expense	-	-	-	-	7,133	-	7,133
Net loss	-	-	-	-	-	(48,660)	(48,660)
BALANCE—January 31, 2021	89,013,203	$ 200,311	17,021,357	$ 2	$ 12,632	$ (103,887)	$ (91,253)

See notes to consolidated financial statements.

HARNESS INC.

CONSOLIDATED STATEMENT OF CASH FLOWS
FISCAL YEAR ENDED JANUARY 31, 2021
(In thousands)

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net loss	$ (48,660)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation and amortization	500
Stock-based compensation	7,133
Amortization of deferred contract acquisition costs	783
Changes in operating assets and liabilities:	
Accounts receivable	(4,588)
Deferred contract acquisition costs	(5,124)
Prepaid expenses and other current assets	(350)
Other assets	(1,039)
Accounts payable	(230)
Accrued payroll and related expenses	2,950
Accrued expenses and other liabilities	1,175
Deferred revenue	6,472
Other noncurrent liabilities	(19)
Net cash used in operating activities	(40,997)
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchases of property and equipment	(238)
Cash paid for acquisitions—net of cash acquired	(1,515)
Net cash used in investing activities	(1,753)
CASH FLOWS FROM FINANCING ACTIVITIES:	
Proceeds from issuance of Series B-1 preferred stock—net of issuance costs	30,473
Proceeds from issuance of Series C preferred stock—net of issuance costs	82,840
Proceeds from exercise of stock options	973
Net cash provided by (used in) financing activities	114,286
NET INCREASE IN CASH AND CASH EQUIVALENTS	71,536
CASH AND CASH EQUIVALENTS—Beginning of period	37,141
CASH AND CASH EQUIVALENTS—End of period	$ 108,677
SUPPLEMENTARY NON-CASH INVESTING AND FINANCING ACTIVITIES:	
Vesting of early exercised stock options	$ 184
Issuance of warrants in connection with business combination	$ 200
Issuance of warrants for common stock in connection with line of credit	$ 249

See notes to consolidated financial statements.

1. DESCRIPTION OF THE BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Business

Harness Inc. and its wholly owned subsidiaries (collectively the "Company" or "Harness") was incorporated in Delaware in 2015 under the name Wings Software, Inc. In 2017, the Company's name was changed to Harness Inc. The Company provides an innovative end-to-end platform for intelligent software delivery designed to provide a simple, safe, and secure way for engineering, software development, and IT operations teams to release applications into production. The Company is headquartered in San Francisco, California, and it conducts its business worldwide. The Company has wholly owned operating subsidiaries in the United Kingdom, Australia, and Germany.

(b) Basis of Presentation and Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries and have been prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

(c) Liquidity and Capital Resource Requirements

To date, the Company's operations have been primarily financed through the sale of equity. The Company has incurred losses through January 31, 2021. The Company used $41.4 million in operating cash flows during the year ended January 31, 2021, and has an accumulated deficit of $104.7 million at January 31, 2021. The Company believes its existing cash and cash equivalents balances will be sufficient to meet its cash and working capital needs for at least the next 12 months after these financial statements are available for issuance.

The Company is subject to a number of risks similar to those of other companies of similar size in its industry, including, but not limited to, the need for successful development of products, the need for additional capital to fund operating losses, competition from larger companies, protection of proprietary technology, dependence on key individuals, the cyclical nature of the industry, and risks associated with changes in information technology.

COVID-19 Pandemic—In March 2020, the World Health Organization recognized the novel strain of coronavirus ("COVID-19") as a pandemic. In response to this COVID-19 outbreak, the governments of many countries, states, cities, and other geographic regions have taken preventative or protective actions, such as imposing restrictions on travel and business operations and advising or requiring individuals to limit or forego their time outside of their homes. Accordingly, the COVID-19 outbreak has severely restricted the level of economic activity in many countries and continues to adversely impact global economic activity and has contributed to significant volatility in financial markets. The Company is actively monitoring the impact of the global situation on its financial condition, liquidity, operations, suppliers, customers, industry, and workforce. Thus far, the Company's operations, financial condition, and liquidity have not been negatively impacted by

COVID-19. However, given the rapid development and fluidity of this situation, the Company will continue to monitor the effects of the COVID-19 outbreak on its results of operations, financial condition, and liquidity for fiscal year 2022.

(d) Use of Estimates

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include the estimate of the average period of benefit associated with costs capitalized to obtain revenue contracts, determination of the fair value of common stock, the fair value of assets acquired and liabilities assumed under business combinations, indirect tax liabilities, and the valuation of deferred income tax assets and uncertain tax positions. The Company evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Changes in those estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

Some estimates by the Company require increased judgment due to the significant volatility, uncertainty, and economic disruption of COVID-19. The Company continues to monitor the effects of the COVID-19 and its estimates and judgments may change materially as new events occur or additional information becomes available.

(e) Concentrations of Credit Risk

Financial instruments that potentially expose the Company to significant concentration of credit risk consist primarily of cash and cash equivalents and accounts receivable.

The Company's cash and cash equivalents are generally held with large financial institutions. Deposits held with these financial institutions may exceed federally insured limits. Cash and cash equivalents may be withdrawn or redeemed on demand. The Company believes that the financial institutions that hold its cash and cash equivalents are financially sound and, accordingly, minimal credit risk exists with respect to these balances.

The Company provides its services to a wide variety of customers. To reduce credit risk, management performs ongoing credit evaluations of the financial condition of significant customers. The Company does not require collateral from its credit customers and maintains reserves for estimated credit losses on customer accounts when considered necessary. Actual credit losses may differ from the Company's estimates. As of January 31, 2021, one customer represented more than 10% of accounts receivable, and during the year ended January 31, 2021, no single customer represented more than 10% of the Company's revenue.

(f) Cash and Cash Equivalents

The Company's cash equivalents consist of all highly liquid investments deposited with banks and money market funds with an original maturity of 90 days or less from the purchase settlement date. At various times the balances of cash at financial institutions exceed the federally insured

limit. The Company has not experienced any losses in such accounts and believes cash and cash equivalents are not subject to any significant credit risk.

(g) Accounts Receivable

Accounts receivable are recorded at the invoiced amount and are noninterest bearing. The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio, which is determined based on the Company's best estimate of the amount of probable credit losses in its existing accounts receivable. The allowance for doubtful accounts was zero as of January 31, 2021. In evaluating the Company's ability to collect outstanding receivable balances, the Company considers various factors, including the age of the balance, with an emphasis on those that are past due over 90 days, historical losses, the creditworthiness of the customers, current market conditions, and the customer's financial condition. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Write-offs for the year ended January 31, 2021, were not material.

(h) Foreign Currency

The functional currency of the Company and its wholly owned subsidiaries is the U.S. dollar. Accordingly, foreign currency assets and liabilities are remeasured into U.S. dollars at the end-of-period exchange rates for nonmonetary assets and liabilities, which are measured at historical exchange rates. Revenue and expenses are remeasured each day at the exchange rate in effect on the day the transaction occurred. Foreign currency transaction gains and losses have been immaterial in the periods presented.

(i) Fair Value of Financial Instruments

The Company records its financial assets and liabilities at fair value. The carrying amounts of the Company's financial instruments, which include cash, cash equivalents, accounts receivable, and accounts payable approximate their fair values due to their short-term nature. The accounting guidance for fair value provides a framework for measuring fair value, clarifies the definition of fair value, and expands disclosures regarding fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

Level 1 Inputs—Unadjusted, quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

Level 2 Inputs—Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3 Inputs—Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

(j) Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Useful Life
Computer equipment and software	Two-three years
Furniture and fixtures	Three years
Leasehold improvements	Shorter of five years or the lease term

Maintenance and repairs that do not extend the useful life of the assets are expensed as incurred and improvements are capitalized. When assets are retired or otherwise disposed of, the cost and accumulated depreciation is removed from the consolidated balance sheet and any resulting gain or loss is reflected in the consolidated statement of operations for the period realized.

(k) Capitalized Internal-Use Software Development Costs

The Company capitalizes qualifying internal-use software development costs that are incurred during the application development stage. Capitalization of costs begins when two criteria are met: (i) the preliminary project stage is completed and (ii) it is probable that the software will be completed and used for its intended use. Capitalization ceases when the software is substantially complete and ready for its intended use, including the completion of all significant testing. Costs related to preliminary project activities and post implementation operating activities are expensed as incurred.

Capitalized software development costs are included in long-term assets. These costs are amortized over the estimated useful life of the software, generally three years, on a straight-line basis. The amortization of costs related to the platform applications is included in operating expenses in the consolidated statement of operations. Capitalization of costs associated with the development of software for internal use totaled $0.9 million for the year ended January 31, 2021, net of amortization expense of $0.2 million.

(l) Business Combinations

When the Company acquires a business, it applies a screen test to evaluate if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets to determine whether a transaction is accounted for as an asset acquisition or business combination. When the Company acquires a business, the purchase consideration is allocated to the tangible assets acquired, liabilities assumed, and intangible assets acquired based on their estimated respective fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. The Company's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable, and as a result, actual results may differ from estimates.

(m) Impairment of Long-lived Assets (Including Goodwill and Intangible Assets)

Long-lived assets with finite lives include property and equipment, capitalized development software costs, and acquired intangible assets. The Company evaluates long-lived assets, including acquired intangible assets and capitalized internal-use software development costs, for impairment

whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by comparison of the carrying amount of an asset or an asset group to estimated undiscounted future net cash flows expected to be generated by the asset or asset group. If the carrying amount of an asset exceeds these estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the assets exceeds the fair value of the asset or asset group. The Company did not recognize any impairment of long-lived assets for the period presented.

Goodwill and indefinite-lived intangible assets are not amortized but rather tested for impairment at least annually in the fourth quarter, or more frequently if events or changes in circumstances indicate that impairment may exist. If qualitative analysis concludes that it is more likely than not that the carrying value of the reporting unit is greater than its fair value, a two-step goodwill impairment test is required. Goodwill impairment is recognized when the quantitative assessment results in the carrying value of the reporting unit exceeding its fair value, in which case an impairment charge is recorded to goodwill to the extent the carrying value exceeds the fair value, limited to the amount of goodwill. The Company did not recognize any impairment of goodwill for the period presented.

(n) Revenue Recognition

The Company derives its revenue primarily from two sources: (1) sales of subscriptions, including term license for on-premise software and post-contract customer support ("PCS"), and hosting fees from sales of cloud software subscriptions and (2) services fees from training and professional services related to the implementation of the Company's products.

The Company recognizes revenue through the following steps:

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, the Company satisfies a performance obligation

The Company sells subscriptions directly through sales teams and indirectly through channel partners. The Company's subscription contracts typically range from one-to-three years in duration, are generally invoiced upfront or on an annual basis and are noncancelable and nonrefundable.

Revenue from PCS is recognized ratably over the contract duration. SaaS/Hosting fees from cloud software subscriptions are recognized as revenue ratably over the cloud service term since the customer does not have the right to take possession of the software. Revenue from on-premises licenses is generally recognized upfront upon transfer of control of the software license, which occurs at delivery, or when the license term commences, if later. The license provides significant stand-alone functionality and is therefore deemed a distinct performance obligation. Performance obligations related to PCS included unspecified updates, as well as support and maintenance. While separate performance obligations are identified within PCS, the underlying performance obligations generally have a consistent continuous pattern of transfer to a customer during the term of a contract.

Training and professional services are generally provided on a fixed fee basis and are recognized on a proportional performance basis as services are delivered.

The Company's contracts with customers often contain multiple performance obligations. For these contracts, the Company accounts for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative stand-alone selling price ("SSP") basis. Judgment is required to determine the SSP for each distinct performance obligation in a contract. The Company determines SSP based on an observable stand-alone selling price when it is available, as well as other factors, including the price charged to customers, the Company's discounting practices, and its overall pricing objectives, while maximizing observable inputs.

The Company's policy is to record revenues net of any applicable sales, use, or excise taxes.

Total revenue for the Company for the year ended January 31, 2021 was $17.5 million. Of the $17.5 million, subscription revenue was $15.7 million and services revenue was $1.8 million.

Contract liabilities are represented by deferred revenue, which consists of payments received related to unsatisfied performance obligations at the end of the period, and are expected to be fully recognized as revenue over the subsequent 12 months. Deferred revenue as of February 1, 2020, was $6.0 million, of which $5.9 million was recognized as revenue during the year ended January 31, 2021.

(o) Customer Liability

Customer liability represents amounts received from customers, which are potentially refundable due to the customers' contracts containing product exchange rights for which the Company is unable to estimate future returns. Amounts are classified between current and noncurrent based on the date that the exchange rights lapse, which is generally the end date of the contractual arrangement.

During the year ended January 31, 2021, the Company had a customer liability balance of $0.1 million, which was included in prepaid expenses and other current assets in the accompanying consolidated balance sheet.

(p) Deferred Contract acquisition costs

The Company capitalizes certain sales commissions and referral fees, including related payroll taxes, earned by the Company's sales team and independent third-party partners, which are considered to be incremental costs incurred to obtain a contract with a customer that are ultimately expected to be recoverable. These costs are deferred and then amortized over a period of benefit, which has been determined to be five years. Amounts expected to be recognized within one year of the balance sheet date are included within current assets; the remaining portion is included as a long-term asset on the consolidated balance sheet. Deferred contract costs are periodically analyzed for impairment. Amortization expense is included in sales and marketing expenses in the accompanying consolidated statement of operations.

The Company recognized amortization expense related to deferred contract costs of $0.8 million for the year ended January 31, 2021. There was no impairment loss in relation to deferred contract costs for the year ended January 31, 2021.

(q) Cost of Revenues

Cost of revenue consists primarily of personnel costs associated with customer support and the delivery of professional services, expenses for third-party managed hosting services, amortization expense of capitalized internal-use software development costs, and acquired technology and allocated overhead costs.

(r) Research and Development

Research and development costs, that are not capitalized as internal-use software development costs, are expensed as incurred and consist primarily of employee compensation and other employee-related expenses for employees on the Company's engineering and technical teams who are responsible for the maintenance and operation of the Company's platform and new services, as well as improving existing services.

(s) Sales and Marketing

Sales and marketing expenses relate to both inbound and outbound sales activities. Sales and marketing expenses generally are comprised of employee-related costs, including salaries, sales commissions, stock-based compensation expense, other employee benefits and travel-related expenses. Marketing expenses also include fees incurred to generate demand through various advertising channels. Advertising costs are expensed as incurred. These amounts are included in sales and marketing expenses in the accompanying statement of operations and amounted to $0.8 million for the year ended January 31, 2021.

(t) General and Administrative

General and administrative expenses consist primarily of expenses related to operations, finance, legal, human resources, information technology, and administrative personnel. General and administrative expenses also include costs related to fees paid for certain professional services, including legal, information technology, and tax and accounting services.

(u) Leases

The Company leases facilities under operating leases. For leases that contain rent escalation or rent concession provisions, the Company records the total rent expense during the lease term on a straight-line basis over the term of the lease. The Company records the difference between the rent paid and the straight-line rent expense as a current and noncurrent deferred rent liability, with the current portion included in accrued expenses and other liabilities, respectively, in the accompanying consolidated balance sheet.

(v) Stock-Based Compensation

The Company measures stock-based compensation expense for all stock-based payment awards granted to employees, directors, and nonemployees based on the estimated fair value of the awards on the date of grant. The fair value of each stock option granted is estimated using the Black-Scholes-Merton option valuation model. Stock-based compensation for awards with only service conditions is recognized on a straight-line basis over the requisite service period of the awards. For stock-based awards with both service and performance conditions, expenses are recognized on a graded vesting basis over the requisite service period when it is probable that the performance condition will be achieved. The Company recognizes forfeitures as they occur.

(w) Income Taxes

The Company is subject to income taxes in the United States and certain foreign jurisdictions. The Company accounts for income taxes in accordance with the asset-and-liability method of accounting for income taxes. Under the asset-and-liability method, deferred tax assets and liabilities are recognized based upon anticipated future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and tax credit and net operating loss carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates that are expected to be in effect when the differences are expected to reverse.

The Company evaluates the likelihood that deferred tax assets will be recovered from future taxable income, and a valuation allowance is established when necessary to reduce deferred tax assets to the amounts more likely than not expected to be realized.

The Company recognizes and measures uncertain tax positions using a two-step approach. The first step is to evaluate the tax position taken or expected to be taken by determining if the weight of available evidence indicates that it is more likely than not that the tax position will be sustained in an audit, including resolution of any related appeals or litigation process. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. Significant judgment is required to evaluate uncertain tax positions. The Company evaluates its uncertain tax positions on a regular basis and evaluations are based on a number of factors, including changes in facts and circumstances, changes in tax law, correspondence with tax authorities during the course of audit, and effective settlement of audit issues.

(x) Comprehensive Loss

Comprehensive loss consists of two components, net loss and other comprehensive loss, net of tax. Other comprehensive loss, net of tax, refers to revenue, expenses, gains, and losses that under generally accepted accounting principles are recorded as an element of stockholders' deficit but are excluded from net loss. The Company did not have any other comprehensive income or loss in the periods presented. Therefore, comprehensive loss is the same as net loss for the years presented.

(y) Recently Issued Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-02, *Leases (Topic 842)*, which supersedes the guidance in former Accounting Standards Codification ("ASC") 840, *Leases*. The FASB issued further updates to this guidance in July 2018 through ASU No. 2018-10, *Codification Improvements to Topic 842, Leases*, and ASU No. 2018-11, *Leases (Topic 842): Targeted Improvements*, in December 2018 through ASU No. 2018-20, *Leases (Topic 842): Narrow Scope Improvements for Lessors*, in March 2019 through ASU No. 2019-01, *Leases (Topic 842): Codification Improvements*, and in June 2020 through ASU No. 2020-05, *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842): Effective Dates for Certain Entities*, which requires lessees to put most leases in their balance sheet, but recognize the expenses in their statement of operations in a manner similar to current practice. These ASUs (collectively, the "new lease standard") state that a lessee would recognize a lease liability for the obligation to make lease payments and a right-to-use asset for the right to use the underlying asset for the lease term. This new standard will be effective for the Company in its fiscal year beginning February 1, 2022, with early adoption permitted. The Company is currently

evaluating the impact of this standard on its consolidated financial statements and related disclosures.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326) Measurement of Credit Losses on Financial Instruments*. The FASB issued further updates to this guidance in November 2018 through ASU No. 2018-19, *Codification Improvements to Topic 326, Financial Instruments—Credit Losses*, in April 2019 through ASU No. 2019-04, *Codification Improvements to Topic 326, Financial Instruments—Credit Losses*, Topic 815, *Derivatives and Hedging*, and Topic 825, *Financial Instruments*, in May 2019 through ASU No. 2019-05, *Financial Instruments—Credit Losses (Topic 326): Targeted Transition Relief*, and in November 2019 through both ASU No. 2019-10, *Financial Instruments—Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842): Effective Dates*, and ASU No. 2019-11, *Codification Improvements to Topic 326, Financial Instruments—Credit Losses*. The pronouncement requires an entity to utilize a new impairment model known as the current expected credit loss ("CECL") model to estimate its lifetime "expected credit loss" and record an allowance that, when deducted from the amortized cost basis of the financial asset, presents the net amount expected to be collected on the financial asset. The CECL model is expected to result in more timely recognition of credit losses. The pronouncement also requires new disclosures for financial assets measured at amortized cost, loans, and available-for-sale debt securities. The pronouncement is effective for private companies for annual periods beginning after December 15, 2022, including interim periods within those fiscal years. Entities will apply the standard's provisions as a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is adopted. The Company is currently evaluating the impact of the adoption of this standard on the consolidated financial statements and related disclosures.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*. This standard simplifies the accounting for income taxes by eliminating certain exceptions to the guidance in Topic 740 related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period, and the recognition of deferred tax liabilities for outside basis differences. The guidance also simplifies aspects of the accounting for franchise taxes and enacted changes in tax laws or rates, and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill and the allocation of consolidated income taxes to separate financial statements of entities not subject to income tax. ASU No. 2019-12 will be effective for the Company on February 1, 2022. Upon adoption, the Company must apply certain aspects of this standard retrospectively for all periods presented while other aspects are applied on a modified retrospective basis through a cumulative-effect adjustment to accumulated deficit as of the beginning of the fiscal year of adoption. The Company is currently evaluating the impact of this update on its consolidated financial statements and related disclosures.

2. FAIR VALUE MEASUREMENTS

The Company's financial assets that are carried at fair value include Company's cash and cash equivalents and money market funds, which are classified within Level 1 of the fair value hierarchy because they are marked to market and valued using quoted prices in active markets.

The following table presents the fair value of the Company's financial assets and liabilities using the above input categories as of January 31, 2021 (in thousands):

Description	Level 1	Level 2	Level 3	Fair Value
Money market accounts	$106,835	$ -	$ -	$106,835
Total assets measured at fair value	$106,835	$ -	$ -	$106,835

The Company has cash equivalents, which consist of money market accounts equal to the carrying value. The Company's money market accounts are classified as Level 1 within the fair value hierarchy because they are valued using quoted market prices.

3. PROPERTY AND EQUIPMENT, NET

Property, equipment, and software, net, as of January 31, 2021, consists of the following (in thousands):

Computer equipment and software	$ 580
Furniture and fixtures	166
Leasehold improvements	68
	814
Less accumulated depreciation	(410)
Property and equipment—net	$ 404

Depreciation expense was $0.2 million for the fiscal year ended January 31, 2021. The amount of depreciation expense included in cost of revenues for the year ended January 31, 2021, was immaterial.

4. LOAN AND SECURITY AGREEMENT

In December 2019, the Company entered into a Loan and Security Agreement with a financial institution for up to a $30.0 million commitment under three term loan tranches pursuant to which the Company pledged substantially all of its assets, excluding its intellectual property, as loan collateral. The first two tranches are available through December 31, 2021, for up to $15.0 million and $7.5 million. The third tranche is contingently available for up to $7.5 million through December 31, 2021, based on the achievement of a recurring revenue milestone. Advances under the Loan and Security Agreement accrue interest at a floating interest rate of the greater of the Prime rate, plus 4.25% or 9.0%. Amounts advanced under the Loan and Security Agreement will require interest-only payments until January 1, 2022, at which point principal will be due monthly through maturity at December 30, 2023. As of January 31, 2021, no amounts have been advanced under the Loan and Security Agreement.

The Company incurred $0.4 million is debt issuance costs related to the Loan and Security Agreement, which have been deferred as a discount to the debt and included in other assets on the accompanying consolidated balance sheet.

In connection with the Loan and Security Agreement, the Company granted the bank a warrant to purchase up to 311,645 shares of Class B commons stock. The exercise price per share of the Class B common stock underlying the warrant is $0.955 per share, which can be exercised at any time prior to the expiration date of 10 years from the date of issuance. The fair value of the warrant was determined

to be $0.3 million, which was recorded as a discount to the debt and is included in other assets on the accompanying consolidated balance sheet. Discounts to debt are being amortized to interest expense over the availability period of the advances. Interest expense is included in other expenses, net, in the consolidated statement of operations.

5. BUSINESS COMBINATIONS

Acquisition of Drone.io, Inc.—In July 2020, the Company executed a Stock Purchase and Sale Agreement to acquire the assets and liabilities of Drone.io, Inc. ("Drone"). The Company acquired Drone primarily for its workforce and developed technology, in exchange for purchase consideration of $1.5 million in cash. In addition, a total of $2.0 million of additional payments are to be made to Drone's founding employee upon each of the first three anniversaries of the acquisition, contingent on future employment of the founder by the Company. These payments will be recognized as employee compensation expense over the required future service period and therefore have not been included as part of the purchase consideration.

The assets acquired and liabilities assumed in connection with the acquisition were recorded at their fair value on the date of acquisition as follows (in thousands):

Assets:	
Accounts Receivable	$ 81
Developed Technology	425
Customer relationships	425
Goodwill	849
Liabilities:	
Deferred Revenue	(312)
Total	$1,468

The acquired developed technology and customer relationships have an estimated useful life of four and six years, respectively. The fair value assigned to the developed technology and customer relationships was determined primarily using a market approach. Goodwill represents the excess of purchase price over future economic benefits arising from other assets that could not be individually identified and separately recognized, such as the acquired assembled workforce of Drone. In addition, goodwill represents the future benefits as a result of the acquisition that will enhance the Company's product available to both new and existing customers and increase the Company's competitive position.

The Company incurred an immaterial amount of transaction, which were recorded under general and administrative expenses in the consolidated statement of operations.

Acquisition of Retter Technology Consulting Private Limited—In November 2020, the Company executed Stock Purchase Agreements to acquire the assets and liabilities of Retter Technology Consulting Private Limited ("Retter") for purchase consideration of $0.3 million, which was composed of $0.2 million in cash consideration and $0.1 million in equity consideration in the form of a warrant for 19,815 shares of common stock. The Company acquired Retter primarily to incorporate its technology into its platform and for its workforce.

The tangible and intangible assets and liabilities were recorded as part of the opening balance sheet. $0.15 million was recorded as developed technology and $0.15 million was recorded as goodwill.

The acquired developed technology has an estimated useful life of three years. The Company incurred an immaterial amount of transaction, which were recorded under general and administrative expenses in the consolidated statement of operations.

6. GOODWILL AND INTANGIBLE ASSETS

Goodwill—The change in the carrying amount of goodwill was as follows (in thousands):

Balance as of January 31, 2020	$ -
Addition	1,001
Balance as of January 31, 2021	$1,001

Intangible Assets, Net—The Company's intangible assets are made up of developed technology and customer relationships which were acquired through business combinations. The carrying amount of intangibles assets, net as of January 31, 2021, is as follows (in thousands):

	Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology	4 years	$ 577	$(62)	$515
Customer relationships	6 years	425	(36)	389
Total		$1,002	$(98)	$904

Amortization expense was $0.1 million during the year ended January 31, 2021. Amortization of developed technology is included in cost of revenues, and amortization of customer relationships is included in sales and marketing expenses in the consolidated statements of operations.

As of January 31, 2021, future amortization expense is expected to be as follows (in thousands):

2022	$228
2023	228
2024	219
2025	124
2026	71
2027	34
Total amortization expense	$904

7. COMMITMENTS AND CONTINGENCIES

(a) Operating Leases

The following is a schedule of future noncancelable minimum lease payments, by year, required under operating leases that have initial terms in excess of one year as of January 31, 2021:

Fiscal Year Ended January 31	
2022	$ 965
2023	336
Total minimum lease payments	$1,301

Rent expense for fiscal year ended January 31, 2021, was approximately $1.8 million.

(b) Legal Proceedings

The Company is subject to certain routine legal proceedings, as well as demands and claims that arise in the normal course of its business. The Company makes a provision for a liability relating to legal matters when it is both probable that a liability will be incurred and the amount of such liability can be reasonably estimated. These provisions are reviewed periodically and adjusted to reflect the impact of negotiations, estimated settlements, legal rulings, advise of legal counsel, and other information and events pertaining to a particular matter. In the Company's opinion, the resolution of any pending claims, either individually or in the aggregate, is not expected to have a material adverse impact on the consolidated results of operations, cash flows, or financial position, nor is it possible to provide an estimated amount of any such losses. However, the unfavorable resolution of a matter could materially affect the Company's future consolidated results of operations, cash flows, or financial position.

(c) Warranties and Product Indemnifications

The Company's arrangements generally include certain provisions for indemnifying customers against liabilities if there is a breach of a customer's data or if the Company's services infringe a third-party's intellectual property rights. To date, the Company has not incurred any material costs as a result of such indemnifications and has not accrued any liabilities related to such obligations in the consolidated financial statements. The Company is unable to estimate the maximum potential impact of these indemnifications on its future consolidated results of operations due to its limited and infrequent history of prior indemnification claims and the unique facts and circumstances involved in each particular agreement.

The Company has entered into service-level agreements with certain customers, primarily cloud software subscription customers, warranting defined levels of performance and response and permitting those customers to receive credits for prepaid amounts in the event that those performance and response levels are not met. To date, the Company has not experienced any significant failures to meet defined levels of performance and response. In connection with those agreements the Company has not incurred any costs and has not accrued any liabilities in the consolidated financial statements.

The Company's software license agreements also generally include a warranty that the products will substantially operate as described in the applicable program documentation for a period of 30 days after delivery. The Company's cloud-based service is typically warranted to be performed in a professional manner and in a manner that will comply with the terms of the customer agreements. To date, the Company has not incurred any material costs associated with these warranties.

8. CONVERTIBLE PREFERRED STOCK

Convertible preferred stock as of January 31, 2021, consisted of the following:

	Shares Authorized	Issued and Outstanding Shares	Net Carrying Value (in thousands)	Liquidation Preference (in thousands)
Founders	48,000,000	48,000,000	$ 2,978	$ 3,000
Series A	17,287,440	17,287,440	21,941	22,000
Series B	12,665,655	12,665,655	62,003	62,187
Series B-1	4,989,221	4,989,221	30,550	30,550
Series C	6,070,887	6,070,887	82,840	83,000
	89,013,203	89,013,203	$200,311	$200,737

The holders of convertible redeemable preferred stock have various rights and preferences as follows:

(a) Conversion Rights

Right to Convert to Class A Common Stock—Each share of Founders preferred stock shall be convertible, at the option of the holder, at any time after the issuance date of such share, into shares of Class A common stock on a one for one basis. Any transfers of Founders preferred stock shares that is not (i) made in connection with an equity financing, (ii) authorized by the majority of the Company's board of directors, or (iii) made to certain permitted entities, shall be deemed an election of an option to convert such shares into Class A common stock followed immediately by a conversion of such shares of Class A common stock into shares of Class B common stock, and each share of Founders preferred stock will automatically convert into that number of shares of Class B common stock as if such Founders preferred stock first converted into Class A common stock.

Right to Convert to Class B Common Stock—Each share of Series A, Series B, Series B-1, and Series C preferred stock (collectively referred to as "Investor" preferred stock) shall be convertible, at the option of the holder, at any time after the issuance date of such share, into shares of Class B common stock on a one for one basis.

Automatic Conversion of Founders Preferred Stock—Shares of Founders preferred stock will be automatically converted into shares of Class A common stock upon the earlier of (a) the closing of the sale of the Company's common stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 or Form SB-2 under the Securities Act of 1933, as amended, of which the aggregate gross proceeds to the Company of $75.0 million or more (a "Qualified Public Offering"); or (b) the date specified by written consent or agreement of the holders of a majority of the then outstanding shares of Founders preferred stock, voting together as a single class.

Automatic Conversion of Investor Preferred Stock—Shares of Investor preferred stock will be automatically converted into shares of Class B common stock upon the earlier of (a) the closing of a Qualified Public Offering or (b) the date specified by written consent or agreement of the holders of a majority of the then outstanding shares of Investor preferred stock, voting together as a single class, which vote must include the holders of a majority of the Series A, Series B, Series B-1 and Series C preferred stock, each voting as a separate series.

(b) Dividends

The preferred stockholders are entitled to dividends at an annual rate of 8% of their original issuance price of $0.0625, $1.2726, $4.9099, $6.1232, and $13.6718 for the Founders, Series A, Series B, Series B-1, and Series C preferred stock, respectively (as adjusted for stock dividends, stock splits, combinations, or other similar recapitalizations). Dividends are payable only when and if declared by the Company's board of directors and are not cumulative. No dividends have been declared to date.

(c) Liquidation Preference

In the event of any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, the holders of the Company's outstanding preferred stock are entitled to receive out of the proceeds of such liquidation, on a pro rata basis, prior and in preference to holders of common stock, an amount per share equal to the greater of (i) the original issuance price of such series, plus any dividends declared but unpaid or (ii) for each series of preferred stock, an amount per share as would have been payable had all shares of such series of preferred stock were converted into Class B or Class A common stock, as applicable. If the assets of the Company available for distribution to its stockholders are insufficient to pay the holders of shares of preferred stock the full amount they are entitled to, then the holders of preferred stock shall share ratably in the distribution in proportion to the respective amounts which would otherwise be payable.

After payment of the foregoing liquidation preferences in full, any remaining assets would be distributed among the holders of common stock on a pro rata basis.

(d) Voting Rights

The holders of Founders preferred stock have the right to 10 votes for each share of Class A or Class B common stock, into which such Founders preferred stock could then be converted and, with respect to such vote, holders of preferred stock are entitled to vote together with the holders of common stock as a single class.

All series of preferred stock other than the Founders preferred stock have the right to one vote for each share of Class B common stock into which such preferred stock could then be converted and, with respect to such vote, holders of preferred stock are entitled to vote together with the holders of common stock as a single class.

So long as any shares of Series B preferred stock remain outstanding, the holders of Series B preferred stock, voting separately as a single class, are entitled to elect one member of the board of directors. So long as any shares of Series A preferred stock remain outstanding, the holders of Series A preferred stock, voting separately as a single class, are entitled to elect one member of the board of directors. So long as any shares of Founders preferred stock remain outstanding, the holders of Founders preferred stock, voting separately as a single class, are entitled to elect one member of the board of directors. The holders of Class A common stock, Class B common stock,

and Class A issued or issuable upon conversion of the Founders preferred stock, voting separately as a single class, are entitled to elect one member of the board of directors. The holders of common stock and preferred stock (excluding Series C preferred stock), voting separately as a single class, are entitled to elect any remaining member of the board of directors.

(e) Convertible Preferred Stock Balance Sheet Classification

As the shares of the convertible preferred stock are redeemable upon a deemed liquidation event as discussed in Liquidation Preference, and because the Company determined that such a deemed liquidation would be outside of its control, the convertible preferred stock is recorded at issuance date fair value outside of stockholders' deficit in the convertible preferred stock section of the consolidated balance sheets. As it is uncertain as to when a redemption event may occur, if ever, the carrying amounts of the convertible preferred stock are not accreted to their redemption value until such event were to become probable.

9. STOCKHOLDERS' EQUITY

Common Stock—As of January 31, 2021, the Company has authorized for issuance 188,500,000 shares of common stock at $0.0001 par value, of which common stock consists of: 57,700,000 shares of Class A common stock and 130,800,000 shares of Class B common stock. As of January 31, 2021, the Company reserved shares of common stock for future issuance as follows:

Convertible preferred stock	89,013,203
Warrant for Class B common stock	331,459
Stock options outstanding	10,623,463
Shares Reserved for stock plans	7,573,746
	107,541,871

Stock Incentive Plans—The Company currently has two stock incentive plans: the 2021 Stock Option and Grant Plan (the "2021 Stock Plan") and the 2015 Stock Option and Grant Plan (the "2015 Stock Plan"), which both provides for the grant of incentive and nonstatutory stock options and restricted stock awards to employees, nonemployee directors, and consultants of the Company. As of January 31, 2021, there were 25,518,566 shares reserved for issuance under the Stock Plan, with 5,073,746 shares available to be issued under the 2015 Stock Plan and 2,500,000 shares authorized and available to be issued under the 2021 Stock Plan. There have been no awards granted under the 2021 Stock Plan through January 31, 2021.

Stock options granted under the 2015 Stock Plan and 2021 Stock Plan generally expire within 10 years from the date of grant. The Company has granted stock-based awards with service-based vesting conditions and performance-based vesting conditions. Awards with service-based vesting conditions generally vest over four years. Awards with a performance-based conditions vest annually upon the achievement of specified performance conditions.

A summary of the 2015 Stock Plan's activity is as follows:

	Number of Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Life (In Years)	Aggregate Intrinsic Value (in thousands)
Outsanding options as of January 31, 2020	12,082,682	$ 0.60	9.0	6,902
Granted	4,394,182	1.12	-	-
Exercised	(3,775,141)	0.35	-	-
Cancelled/forfeited	(2,078,260)	0.76	-	-
Outsanding options as of January 31, 2021	10,623,463	0.87	8.7	32,738
Vested and Exercisable as of January 31, 2021	6,302,011	0.81	8.6	19,804

The intrinsic value is calculated as the difference between the exercise price of the underlying stock option award and the estimated fair value of the Company's common stock as of January 31, 2021. The weighted-average grant-date fair value of options granted during the year ended January 31, 2021, was $1.79 per share. As of January 31, 2021, there was approximately $9.3 million of total unrecognized compensation cost related to unvested options, which is expected to be recognized over the weighted-average period of 3.3 years.

Valuation Assumptions—The Company measures compensation expense for all stock-based payment awards based on the estimated fair values on the date of the grant. The fair value of stock options granted is estimated using the Black-Scholes Merton option valuation model utilizing the assumptions noted below:

Fair Value of Common Stock—The Company's board of directors considers numerous objective and subjective factors to determine the fair value of the Company's common stock options at each meeting in which awards are approved. The factors considered include, but are not limited to: (i) the results of contemporaneous independent third-party valuations of the Company's common stock; (ii) the prices, rights, preferences, and privileges of the Company's preferred stock relative to those of its common stock; (iii) the lack of marketability of the Company's common stock; (iv) actual operating and financial results; (v) current business conditions and projections; and (vi) the likelihood of achieving a liquidity event, such as an initial public offering or sale of the Company, given prevailing market conditions.

Expected Volatility—Expected volatility is a measure of the amount by which the stock price is expected to fluctuate. Since the Company does not have sufficient trading history of its common stock, it estimates the expected volatility of its stock options at their grant date by taking the weighted-average historical volatility of a group of comparable publicly traded companies over a period equal to the expected life of the options.

Expected Term—Expected term represents the period over which the Company anticipates stock-based awards to be outstanding. The Company uses the simplified method to calculate the expected term estimate based on the options' vesting term and contractual terms. Under the simplified method, the expected life is equal to the average of the stock-based award's weighted-average vesting period and its contractual term.

Risk-Free Interest Rate—The Company uses the average of the published interest rates of U.S. Treasury zero coupon issues with terms consistent with the expected term of the awards for its risk-free interest rate.

Expected Dividends—The Company historically has not paid dividends on common stock and has no plans to issue dividends in the foreseeable future.

The calculated fair value of employee and nonemployee option grants was estimated using the Black-Scholes model with the following weighted-average assumptions during the year ended January 31, 2021:

Expected volatility	53.8 %
Risk-free interest rate	0.6 %
Expected dividend yield	- %
Expected term (in years)	6.0

Share-based compensation expense recognized in the consolidated statement of operations for the year ended January 31, 2021, is as follows (in thousands):

Cost of revenues	$ 142
Research and development	1,042
Sales and marketing	833
General and administrative	5,115
Total stock-based compensation expense	$7,133

Secondary Sales of Common Stock—During the year ended January 31, 2021, the Company facilitated secondary sales between current and former employees to sell shares of the Company's common stock to new and existing investors (i.e., third-party) at a purchase price of $8.0 million. These investors acquired 805,250 shares of outstanding common stock from certain employees and the purchase price per share in the secondary sale was in excess of the fair value of the Company's common stock at the time of the transaction. As a result, the Company recorded a total of $4.9 million in stock-based compensation expense for the difference between the price paid by these investors and the estimated fair value of the shares sold on the date of the transaction for the year ended January 31, 2021. This expense is included in general and administrative expenses in the consolidated statement of operations.

10. INCOME TAXES

The components of loss before provision for income taxes for the year ended January 31, 2021, were as follows (in thousands):

US	$ (50,127)
Foreign	1,826
	$ (48,301)

The provision for income taxes for the year ended January 31, 2021, consisted of the following (in thousands):

Current:	
Federal	$ -
State	4
Foreign	355
Total current	359
Deferred:	
Federal	-
State	-
Foreign	-
Total deferred	-
Total provision	$ 359

A reconciliation of the U.S. federal statutory income tax rate to the Company's effective tax rate is as follows (in thousands):

	Amount	Percent
Tax provision (benefit) at U.S. statutory rate	$ (10,143)	21.00 %
State income taxes—net of federal benefit	(1,114)	2.31
Foreign income and withholding taxes	196	(0.41)
Stock-based compensation	1,482	(3.07)
Change in valuation allowance	10,205	(21.13)
Research and development credits	(290)	0.60
Other	23	(0.05)
	$ 359	(0.75)%

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and their respective bases for income

tax purposes. The significant components of the Company's deferred tax assets and liabilities as of January 31, 2021, were as follows (in thousands):

Compensation accruals	$ 681
Property and equipment	(205)
Intangibles	(496)
Net operating loss	26,008
Deferred expenses	(1,602)
Resarch and development credits	955
Other	54
Deferred tax assets	25,395
Valuation allowance	(25,395)
Net deferred tax asset	$ -

The Company has evaluated the positive and negative evidence bearing upon its ability to realize the deferred tax assets. The Company has considered its history of cumulative net losses incurred since inception and has concluded that it is more likely than not that the Company will not realize the benefits of the deferred tax assets. Accordingly, a full valuation allowance has been established against the deferred tax assets due to the uncertainty of realizing future tax benefits from the Company's net operating loss ("NOL") carryforwards and other deferred tax assets. The Company reevaluates the positive and negative evidence at each reporting period.

As of January 31, 2021, the Company had a federal operating loss carryforward of approximately $96.7 million. As of January 31, 2021, the Company's state operating loss carryforward was approximately $95.6 million. With the exception of $90.8 million of federal net operating losses which can be carried forward indefinitely, the federal and state net operating losses, if not used, will begin to expire on January 31, 2035 and January 31, 2037. The Company has federal and California research and development tax credit carry-forwards of approximately $1.5 million and $0.6 million. The federal research and development tax credits, if not used, will begin to expire on January 31, 2034, while the state tax credit carry-forwards do not have an expiration date and may be carried forward indefinitely.

On June 29, 2020, Governor Newsom signed into law Assembly Bill 85 ("AB 85"). Key provisions of this assembly bill include the suspension of net operating loss ("NOL") utilization for corporations with at least $1.0 million of net business income or modified adjusted gross income subject to the tax imposed under the California Revenue & Taxation Code. Suspended NOL will receive an extended carryover period for the amount that was disallowed. The AB 85 NOL suspension is effective for taxable years beginning on or after January 1, 2020, and before January 1, 2023. AB 85 also imposes a credit utilization limit of $5.0 million. This credit limit shall apply to the "total of all business credits otherwise allowable" including carryovers. Corporations filing combined returns are limited to $5.0 million for all taxpayers included in the combined report. There is no impact expected related to the passage of AB 85 on the Company as it is currently and has historically been generating net operating losses.

Utilization of the operating loss carryforwards and credits may be subject to a substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. The annual limitation may result in the expiration of operating loss carryforwards and credits before utilization.

The Company follows the provisions of the FASB's guidance for accounting for uncertain tax positions. The guidance indicates a comprehensive model for the recognition, measurement, presentation and disclosure in financial statements of any uncertain tax positions that have been taken or expected to be taken on a tax return. No liability related to uncertain tax positions is recorded in the financial statements due to the fact the liabilities have been netted against deferred attribute carryovers. It is the Company's policy to include penalties and interest related to income tax matters in income tax expense.

The Company does not expect that its uncertain tax positions will materially change in the next twelve months. For year ending January 31, 2021, the amount of unrecognized tax benefits increased due to additional research and development credits generated. The additional uncertain tax benefits would not impact the Company's effective tax rate to the extent that it continues to maintain a full valuation allowance against its deferred tax assets.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits was as follows (in thousands):

Balance as of February 1, 2020	$ 441
Additions for prior years	573
Additions for current year	-
Balance as of January 31, 2021	$1,014

In March and December 2020, in response to the COVID-19 pandemic, the CARES Act and the Consolidated Appropriations Act, 2021, were passed into law and provide additional economic stimulus to address the impact of the COVID-19 pandemic. The Company did not have any significant benefit to its income tax provision as a result of this legislation.

The Company files income tax returns in the United States and various states and foreign jurisdictions. The Company is not currently under examination by income tax authorities in any federal, state or other jurisdictions. All U.S. tax returns will remain open for examination by the federal and state authorities for three and four years, respectively, from the date of utilization of any NOL or tax credits.

11. SUBSEQUENT EVENTS

Mountain View Office Lease Renewal—In August 2021, the Company entered into a sub-sublease agreement with Coda Project, Inc. The sub-subleased Premises consists of a portion of the 12th Floor of 444 Castro Street, Mountain View office of approximately 4,233 rentable square feet. The sub-sublease term commences on September 1, 2021, and ends on November 14, 2022.

The Company evaluated subsequent events from February 1, 2021, through October 19, 2021, the date the consolidated financial statements were available for issuance and determined there are no other items to disclose.

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