

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI283753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Court Order - Release of Reel/Frame 051668/0686
CONVEYING PARTY DATA	
Name	Execution Date
U.S. Bankruptcy Court for the Middle District of Louisiana	06/03/2024
RECEIVING PARTY DATA	
Company Name:	Kologik LLC
Street Address:	301 Main St.
Internal Address:	Suite 2200
City:	Baton Rouge
State/Country:	LOUISIANA
Postal Code:	70801
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9641965
Patent Number:	9047768
Patent Number:	9143670
Patent Number:	9538060
Patent Number:	9812010
Patent Number:	7430587
Patent Number:	8019757
Patent Number:	8364674
Patent Number:	8600988
Patent Number:	8990197
CORRESPONDENCE DATA	
Fax Number:	2123108007
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2123108000
Email:	juan.arias@weil.com
Correspondent Name:	Alexis Bello
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153

NAME OF SUBMITTER:	JUAN CARLOS ARIAS
SIGNATURE:	JUAN CARLOS ARIAS
DATE SIGNED:	06/07/2024
Total Attachments: 135 source=Kologik - Sale Order (signed)#page1.tif source=Kologik - Sale Order (signed)#page2.tif source=Kologik - Sale Order (signed)#page3.tif source=Kologik - Sale Order (signed)#page4.tif source=Kologik - Sale Order (signed)#page5.tif source=Kologik - Sale Order (signed)#page6.tif source=Kologik - Sale Order (signed)#page7.tif source=Kologik - Sale Order (signed)#page8.tif source=Kologik - Sale Order (signed)#page9.tif source=Kologik - Sale Order (signed)#page10.tif source=Kologik - Sale Order (signed)#page11.tif source=Kologik - Sale Order (signed)#page12.tif source=Kologik - Sale Order (signed)#page13.tif source=Kologik - Sale Order (signed)#page14.tif source=Kologik - Sale Order (signed)#page15.tif source=Kologik - Sale Order (signed)#page16.tif source=Kologik - Sale Order (signed)#page17.tif source=Kologik - Sale Order (signed)#page18.tif source=Kologik - Sale Order (signed)#page19.tif source=Kologik - Sale Order (signed)#page20.tif source=Kologik - Sale Order (signed)#page21.tif source=Kologik - Sale Order (signed)#page22.tif source=Kologik - Sale Order (signed)#page23.tif source=Kologik - Sale Order (signed)#page24.tif source=Kologik - Sale Order (signed)#page25.tif source=Kologik - Sale Order (signed)#page26.tif source=Kologik - Sale Order (signed)#page27.tif source=Kologik - Sale Order (signed)#page28.tif source=Kologik - Sale Order (signed)#page29.tif source=Kologik - Sale Order (signed)#page30.tif source=Kologik - Sale Order (signed)#page31.tif source=Kologik - Sale Order (signed)#page32.tif source=Kologik - Sale Order (signed)#page33.tif source=Kologik - Sale Order (signed)#page34.tif source=Kologik - Sale Order (signed)#page35.tif source=Kologik - Sale Order (signed)#page36.tif source=Kologik - Sale Order (signed)#page37.tif source=Kologik - Sale Order (signed)#page38.tif source=Kologik - Sale Order (signed)#page39.tif source=Kologik - Sale Order (signed)#page40.tif source=Kologik - Sale Order (signed)#page41.tif source=Kologik - Sale Order (signed)#page42.tif source=Kologik - Sale Order (signed)#page43.tif	

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**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

IN RE

**KOLOGIK, LLC, ET AL.,¹
DEBTORS.**

**CASE NO. 24-10311
CHAPTER 11
(JOINT ADMINISTRATION)**

**ORDER AUTHORIZING AND APPROVING (I) SALE OF
DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS,
EMCUMBRANCES AND INTERESTS PURSUANT TO ASSET PURCHASE
AGREEMENT, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

Upon the motion dated April 23, 2024 (the "Motion") (P-15),² of Kologik, LLC ("Kologik") and its affiliated debtors, as debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), for entry of orders pursuant to sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014 authorizing and approving the following:

- (i) the sale of Purchased Assets of the Debtors;
- (ii) the entry into, performance under and terms and conditions of the Asset Purchase Agreement dated as of April 23, 2024 (collectively with all related agreements, amendments, documents or instruments and all exhibits, schedules and addenda to any of the foregoing, the "APA"), substantially in the form attached hereto as Exhibit A, whereby the Debtors have agreed to sell, and Kologik Software, Inc. (the "Buyer"), has agreed to buy, certain assets of the Debtors (specifically as set forth and defined in the APA, the "Purchased Assets"), free and clear of all Claims and Liens (each as defined below) except where the Debtors have agreed to transfer and the Buyer has expressly agreed to assume certain of the Debtors' liabilities (specifically as set forth and defined in the APA, the "Assumed Liabilities") (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the "Transactions");

¹ The debtors and debtors in possession these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729), Case No. 24-10311; Kologik Capital, LLC (3729) Case No. 24-10312; and Kologik Capital II, LLC (3729), Case No. 24-10313. The Debtors' mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion, or, if not defined in the Motion, shall have the meaning ascribed to such terms in the APA (defined below).

(iii) the assumption and assignment to the Buyer of certain executory contracts and unexpired leases of the Debtors designated for assumption and assignment as Purchased Contracts and Assigned Leases (each as defined in the APA) in accordance with this Order and the APA (collectively the “Assigned Agreements”); and

(iv) other related relief;

and the court having entered an order approving the bidding protections and granting certain related relief (P-49) (the “Bidding Protections Order”) based on the evidence presented at the hearing held on April 25, 2024 (the “Bidding Protections Hearing”); and the court having conducted an evidentiary hearing on the Motion on June 3, 2024 (the “Sale Hearing”), at which time all interested parties were offered an opportunity to be heard with respect to the Motion, the APA, and the Transactions; and the court having reviewed and considered the First Day Declaration and the Lipton Declaration (collectively, the “Supporting Declarations”), the Motion, the APA, the Bidding Protections Order, the lack of objections to the relief requested in the Motion, the evidence adduced at the Bidding Protections Hearing and the Sale Hearing, and the arguments of counsel made; and on the record of the Bidding Protections Hearing, the Sale Hearing, and these chapter 11 cases; and all objections and responses to the relief requested in the Motion having been heard and overruled or resolved on the terms set forth in this order, and it appearing that due notice of the Motion, the APA, the Bidding Protections Order, and the Sale Hearing having been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest; and it appearing that the court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon and in addition to oral reasons given by the court after the Sale Hearing,

IT IS FOUND THAT:³

Jurisdiction, Venue, and Final Order

A. This court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this court expressly finds that there is no just reason for delay in the implementation of this order and expressly directs entry of this order as set forth herein.

Notice of Transactions, APA, Sale Hearing, and Cure Costs

C. As evidenced by the affidavits of service previously filed with this court (P-73), proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the APA, and the Transactions has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014. The aforementioned notices are good, sufficient, and appropriate under the circumstances and reasonably calculated to reach and apprise all known and unknown holders of Claims and Liens (as defined in this order), and no other or further notice of the Motion, the Sale Hearing, the APA, and the Transactions is, or shall be, required for the entry of this order.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* FED. R. BANKR. P. 7052. All findings and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Motion are hereby incorporated to the extent not inconsistent herewith.

D. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion, the APA, and the Transactions, including, without limitation, the sale of the Purchased Assets to Buyer free and clear of any Claims and Liens, was afforded to all interested persons and entities. To the extent any person or entity did not timely file an objection to the Motion, the APA, or the Transactions by the objection deadline, such person or entity shall be deemed to have consented to the relief granted herein, the APA, and the Transactions, including, but not limited to, the sale of the Purchased Assets to Buyer free and clear of any Claims and Liens.

E. In accordance with the Bidding Protections Order, the Debtors have served a notice (as amended, modified, or otherwise supplemented from time to time, the “Assumption/Assignment Notice”) of the potential assumption and assignment of the Assigned Agreements and of the Cure Costs upon each non-Debtor counterparty to an Assigned Agreement. The service and provision of the Assumption/Assignment Notice was good, sufficient, and appropriate under the circumstances and no other or further notice need be given in respect of assumption and assignment of the Assigned Agreements or establishing a Cure Cost for the respective Assigned Agreements. Non-Debtor counterparties to the Assigned Agreements have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Agreements and the Cure Cost set forth in the Assumption/Assignment Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Buyer for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the assumption and assignment to the Buyer of any Assigned Agreement (an “Assumption/Assignment Objection”) has expired without objections or responses filed. Any such party who did not timely file an Assumption/Assignment Objection by the

Assumption/Assignment Objection deadline shall be deemed to have consented to (i) the assumption and assignment of the Assigned Agreement, and (ii) the proposed Cure Cost set forth on the Assumption/Assignment Notice.

Sufficiency of Marketing, Fair Market Value, and Business Justification

F. As demonstrated by the Motion and the Supporting Declarations, and the evidence adduced at the Sale Hearing, including the testimony of Paul San Soucie and Kim Thayer, the Debtors and their professionals adequately marketed the Purchased Assets and conducted a fair and comprehensive sale process. The marketing process was conducted at arm's-length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code and provided a full, fair, and reasonable opportunity for any contacted party to make an offer to purchase the Purchased Assets, and the indications of interests received thereunder show that the Debtors obtained a fair market value for the Purchased Assets under the Transactions, and there was no other transaction available or presented that would have yielded a higher or better value for the Purchased Assets. The marketing process undertaken by the Debtors and their professionals and each of their respective agents and other representatives with respect to the Purchased Assets was adequate and appropriate and reasonably calculated to maximize the value for the benefit of all of the Debtors' stakeholders in all respects.

G. Pursuant to the Transactions, the Debtors and Buyer have agreed that the Purchase Price for the Purchased Assets shall be (i) \$24 million, plus (ii) the Net Working Capital Adjustment (as defined in the APA), minus (iii) Assumed Indebtedness (as defined in the APA), which shall be paid by wire transfer of immediately available funds into account(s) designated by the Debtors.

H. The Debtors determined, in a valid and sound exercise of their business judgment and after the robust and extensive marketing process, the Transactions provide a fair market value of the Purchased Assets. The Debtors have demonstrated that (i) the consideration received by the Debtors pursuant to the Transactions represent a fair market value for the Purchased Assets, (ii) the Transactions and the consummation thereof presents the best opportunity to realize the maximum value of the Purchased Assets, and (iii) the Debtors' entry into the APA and consummation of the Transactions are a sound exercise of the Debtors' business judgment.

I. The Debtors have demonstrated that entry into the APA and consummation of the Transactions constitute the Debtors' sound exercise of business judgment, and such acts are in the best interests of the Debtors, their estates, stakeholders, and all parties in interest. The court finds that the Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to Buyer pursuant to the terms and conditions set forth in the APA.

J. The Debtors have also demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Agreements to Buyer in connection with the consummation of the Transactions, and the assumption and assignment of the Assigned Agreements are in the best interests of the Debtors, their estates, their stakeholders, and other parties in interest. The Assigned Agreements being assigned to Buyer are an integral part of the Purchased Assets under the APA and, accordingly, their assumption and assignment is reasonable and maximizes value for the Debtors' estates.

K. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to the Buyer's consummation of the Transactions.

No Fraudulent Transfer

L. The total consideration provided by the Buyer pursuant to the Transactions constitutes at least (i) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and any other applicable law, and the Transactions may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law, and (ii) equivalent value for purposes of La. Civ. Cod Art. 2036, *et seq.* and La. Civ. Code Art. 2044, *et seq.* Further, the Court finds that the Transactions are not being entered into and consummated for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer has entered into the APA or is consummating the Transactions with any fraudulent or otherwise improper purpose.

Good Faith of Debtors and Buyer

M. The APA and Transactions were negotiated and are undertaken by the Debtors and the Buyer at arm's-length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Buyer recognizes that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets (i) prior to the execution of that certain *Letter of Intent*, dated as of March 13, 2024, as extended on April 5, 2024 and April 15, 2024, and (ii) after execution of the APA and the filing of the Bankruptcy Cases until entry of this Order, subject to the restrictions set forth in the Bidding Protections Order.

N. All payments and considerations to be made by the Buyer and other agreements or arrangements entered into by Buyer in connection with the Transactions have been disclosed, and the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or

inaction. As a result of the foregoing, Buyer is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code, and as such, is entitled to all the protections afforded thereby, including in the event this order or any portion thereof is reversed or modified on appeal.

O. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of their respective successors and assigns is an “insider” of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

Section 363 of Bankruptcy Code Is Satisfied

P. The Debtors have demonstrated a sufficient basis and compelling circumstances warranting their (i) entry into the APA, (ii) sale of the Purchased Assets, and (iii) assumption and assignment of the Assigned Agreements, and such actions are appropriate exercises of the Debtors’ business judgment and in the best interests of the Debtors, their estates, and their creditors.

Q. The APA is a valid and binding contract between the Debtors and the Buyer and shall be enforceable pursuant to its terms. The APA and the Transactions are specifically enforceable against and binding upon, and is not subject to rejection or avoidance by, the Debtors or any chapter 7 or chapter 11 trustee thereof.

R. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman pursuant to sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

S. The Purchased Assets constitute property of the Debtors’ estates and title thereto is presently vested in the Debtors’ estates within the meaning of section 541(a) of the Bankruptcy Code.

T. The sale of all Purchased Assets to the Buyer under the terms of the APA meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the sale of the Purchased Assets will be free and clear of any and all Claims and Liens, and except as expressly provided in the APA with respect to the Assumed Liabilities, the (i) transfer of the Purchased Assets to the Buyer and (ii) assumption and/or assignment to the Buyer or an Affiliate of the Buyer of the Assigned Agreements and Assumed Liabilities will be free and clear of all Claims and Liens and will not subject the Buyer or any of the Buyer's assets to any liability for any Claims or Liens whatsoever (including, without limitation, under any theory of equitable law, antitrust, setoff, recoupment, or successor or transferee liability). All holders of Claims or Liens who did not object, or withdrew their objections to the Transactions, are deemed to have consented to the Transactions pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of Claims or Liens are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their Claims or Liens, if any, attach to the proceeds of the Transactions ultimately attributable to the property against or in which they assert a Claim or Lien or other specifically dedicated funds, in the same order of priority and with the same validity, force and effect that such Claim or Lien holder had prior to the Transactions, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein; *provided, however*, that setoff and recoupment rights will be extinguished to the extent there is no longer mutuality after the consummation of the Transactions.

U. The Buyer would not have entered into the APA and would not consummate the sale of all Purchased Assets—thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest—if the sale of the Purchased Assets was not free and clear of all Claims and Liens or if the Buyer would, or in the future could, be liable for any Claims or

Liens, including, without limitation and as applicable, certain liabilities that expressly are not assumed by the Buyer as set forth in the APA or in this order. The court finds that the Buyer will not consummate the Transactions unless the APA specifically provides, and this court specifically orders, that none of the Buyer, its assets or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff, recoupment, or otherwise, directly or indirectly, any (i) Claim or Lien or (ii) any successor or transferee liability for any of the Debtors other than the Assumed Liabilities. A sale of the Purchased Assets other than one free and clear of all Claims and Liens (each as defined below) would yield substantially less value for the Debtors' estates, with less certainty, than the sale contemplated by the APA.

V. The transfer of the Purchased Assets to the Buyer under the APA will be a legal, valid, and effective transfer of all the legal, equitable, and beneficial right, title, and interest in and to the Purchased Assets free and clear of all Claims and Liens. The Debtors may sell their interests in the Purchased Assets free and clear of all Claims and Liens because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. The transfer of the Purchased Assets to the Buyer will vest the Buyer with good and marketable title to the Purchased Assets.

W. The Buyer is not a successor to the Debtors or their respective estates by reason of any theory of law or equity and the Buyer shall not assume or in any way be responsible for any liability or obligation of any of the Debtors or their respective estates, except as otherwise expressly provided in the APA or this order. The Buyer is not a continuation of the Debtors or their respective estates and there is no continuity between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates

and the Transactions do not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors.

X. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for consummation of the Transactions pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent immediate consummation of the Transactions, the value of the Debtors' assets will be harmed. To maximize the value of the Purchased Assets, it is essential that the Transactions occur within the timeframe set forth in the APA. Time is of the essence in consummating the Transactions. There is no legal or equitable reason to delay the Transactions. The Transactions must be approved and consummated promptly to preserve the value of the Debtors' assets.

Y. The sale and assignment of the Purchased Assets outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan for the Debtors. Neither the APA nor the transactions contemplated thereby constitutes a *sub rosa* chapter 11 plan.

Assumption and Assignment of Assigned Agreements

Z. The assumption and assignment of the Assigned Agreements (as such Assigned Agreements may be amended, supplemented or otherwise modified prior to assumption and assignment without further order of the court with the consent of the Debtors, the contract counterparty, and the Buyer) that are designated for assumption and assignment pursuant to the terms of this order and the APA are integral to the APA, are in the best interests of the Debtors and their respective estates, creditors, and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

AA. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Agreements. The Debtors have (a) cured and/or provided adequate assurance of cure of any default existing prior to the Closing under all of the Assigned Agreements, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (b) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Assigned Agreements, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Each of the Assigned Agreements is assigned to the Buyer free and clear of any Claims or Liens against the Buyer.

BB. The Buyer has demonstrated adequate assurance of its future performance under the relevant Assigned Agreements within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Agreements to be assumed and assigned under the APA shall be assigned and transferred to and remain in full force and effect for, the benefit of the Buyer notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer. No section of any Assigned Agreement which purports to prohibit, restrict, or condition the use, consideration, or assignment of any such Assigned Agreement in connection with the Transactions shall have any force or effect.

CC. No defaults exist in the Debtors' performance under the Assigned Agreements as of the date of this order other than the failure to pay amounts equal to the Cure Costs or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

THEREFORE, IT IS ORDERED THAT:

General Provisions

1. The relief requested in the Motion is granted as set forth herein.
2. All persons and entities that failed to timely object to the Motion, including, without limitation, all non-Debtor parties to the Assigned Agreements, are deemed to consent to the relief granted herein.

Approval of APA

3. The APA, all of the terms and conditions thereof, and all of the Transactions contemplated therein are approved in all respects, and the Debtors are authorized and directed to perform thereunder. The failure specifically to include any particular provision of the APA in this order shall not diminish or impair the effectiveness of such provision, it being the intent of the court to authorize and approve the APA in its entirety. The transfer of the Purchased Assets by the Debtors to the Buyer shall be a legal, valid, and effective transfer of the Purchased Assets. The consummation of the Transactions is approved and authorized under section 363(b) of the Bankruptcy Code.

4. The Debtors and Buyer, as applicable, are authorized to (a) take all actions necessary or appropriate to perform, consummate, implement, and close the Transactions, including the sale to the Buyer of all Purchased Assets, in accordance with the terms and conditions set forth in the APA and this Order, including without limitation executing, acknowledging, and delivering such deeds, assignments, conveyances and other assurance, documents and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, any or all of the Purchased Assets; and (b) assume and assign any and all Assigned Agreements. The Debtors are further authorized and

directed to pay, without further order of this court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the Transactions or perform their obligations under the APA.

5. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability and authority of the Debtors to transfer the Purchased Assets to the Buyer in accordance with the APA and this order.

**Sale and Transfer Free and Clear
of All Claims, Liens, Encumbrances, and Interests**

6. Except as otherwise expressly provided in the APA and the terms of this order with respect to Assumed Liabilities, the Purchased Assets shall be sold free and clear of all claims, Liens, liabilities, interests, rights, and encumbrances, including, without limitation, the following: all interests, mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), voting agreements, voting trusts, proxy agreements, hypothecations, charges, indentures, loan agreements, instruments, leases, subleases, capital leases, encroachments, licenses, burdens, options, privileges, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, easements, rights of way, covenants, pledges, judgments, demands, rights of first refusal, defects in title, consent rights, offsets, contract rights, rights of setoff, recoupment rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, subrogation rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, equitable rights and claims, tax

claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, claims arising under common law, adverse claims of any kind, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of this Bankruptcy Case (but, for the avoidance of doubt, in each case arising from the ownership of the Purchased Assets or the operation of the Business prior to the Closing Date), and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories (all of the foregoing collectively being referred to in this Order as “Claims” and, as used in this order, the term Claims includes, without limitation, any and all “claims” as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), with all such Claims to attach to the proceeds of the Transactions to be received by the Debtors with the same validity, force, priority and effect which they now have as against the Purchased Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto; *provided, however*, that setoff and recoupment rights will be extinguished to the extent there is no longer mutuality after the consummation of the Transactions. As used in this order, the term “Liens” includes, without limitation, any contractual, statutory, constitutional, or equitable lien on real and personal property

and any and all “liens” as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof.

7. At Closing, all the Debtors’ right, title and interest in and to, and possession of, the Purchased Assets shall be vested immediately in the Buyer pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Claims and Liens except for Assumed Liabilities. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets.

8. This order (a) shall be effective as a determination that, as of the Closing, (i) no Claims or Liens (other than Assumed Liabilities) can be asserted against the Buyer or any of its assets (including the Purchased Assets), (ii) the Purchased Assets shall have been transferred to the Buyer free and clear of all Claims and Liens, and (iii) the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. The Purchased Assets are sold free and clear of any reclamation rights.

9. Except as otherwise expressly provided in the APA with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Claims or Liens arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the ownership, sale, or operation of the Purchased Assets and the Business prior to Closing, or the transfer of the Purchased Assets to the Buyer, are hereby forever barred, estopped, and permanently enjoined from asserting such Claims and Liens against the Buyer, its successors or assigns, their property, or the Purchased Assets. Following the Closing, no holder of any Claim or Lien shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Claim or Lien, or based on any action the Debtors may take in their Chapter 11 cases.

10. If any person or entity that has filed financing statements, mortgages, mechanic's Claims or Liens, *lis pendens* or other documents or agreements evidencing Claims or Liens against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing of the Transactions, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Liens that the person or entity has with respect to the Purchased Assets or otherwise, then only with regard to the Purchased Assets that are purchased by the Buyer pursuant to the APA and this Order (a) the Debtors are authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets; (b) the Buyer is authorized to file, register, or otherwise record a certified copy of this order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims

and Liens against the Buyer and the applicable Purchased Assets; and (c) the Buyer may seek in this court or any other court of competent jurisdiction to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Claims and Liens with respect to the Purchased Assets other than Assumed Liabilities. This order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this order authorizing the sale and assignment of the Purchased Assets free and clear of Claims and Liens shall be self-executing, and none of the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this order.

11. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date.

12. No governmental unit may revoke, terminate, limit, modify, suspend, or fail or refuse to renew any permit or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Transactions.

13. All persons and entities in possession of some or all of the Purchased Assets as of or after the Closing Date are directed to surrender possession of such Purchased Assets to the Buyer or its designees on the Closing Date or at such time thereafter as the Buyer may request.

No Successor or Transferee Liability

14. The Buyer shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions contemplated by the APA, or the transfer or operation of the Purchased Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Buyer, with respect to any obligations as an assignee under the Assigned Agreements arising after the Closing); (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), WARN (defined below), CERCLA (defined below), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the “NLRA”), environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including without limitation filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine.

15. Other than as expressly set forth in the APA with respect to Assumed Liabilities, the Buyer shall not have any responsibility for (a) any liability or other obligation of

the Debtors or related to the Purchased Assets; (b) any remaining Claims against the Debtors or any of their predecessors or affiliates; or (c) any Claims or Liens asserted against the Debtors' assets or related to the Purchased Assets. The Buyer shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as described herein, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing. The Buyer shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 *et seq.*) ("WARN") or the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), or any foreign, federal, state, or local labor, employment, or environmental law whether of similar import or otherwise by virtue of the Buyer's purchase of the Purchased Assets or assumption of the Assumed Liabilities by the Buyer or an Affiliate of the Buyer.

16. Nothing in this order or the APA shall require the Buyer to (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare, and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making

any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

17. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer, or its assets (including the Purchased Assets), with respect to any (a) Claim or Lien or (b) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this order or other orders of this court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, limiting, modifying, or failing or refusing to renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with such assets.

Good Faith of Buyer

18. The Transactions contemplated by the APA are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of any of the Transactions (including the assumption and assignment of the Assigned Agreements), unless such authorization and

consummation of the sale are duly and properly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

19. Neither the Debtors nor the Buyer have engaged in any collusion with other persons or parties or any other action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Purchased Assets under the APA is fair and reasonable and is not less than the value of such assets and the Transactions may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law.

20. The Buyer is not an “insider” as that term is defined in section 101(31) of the Bankruptcy Code.

Assumption and Assignment of Assigned Agreements

21. The Debtors are authorized and directed to assume and assign each of the Assigned Agreements upon the Closing of the Transactions, free and clear of all Claims and Liens. The payment of the applicable Cure Costs by the Debtors shall (a) effect a cure of all defaults existing thereunder as of the Closing Date; (b) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default; and (c) together with the assumption of the Assigned Agreements by the Debtors and the assignment of the Assigned Agreements to the Buyer, constitute adequate assurance of future performance thereof.

22. Any provisions in any Assigned Agreement that prohibit or condition the assignment of such Assigned Agreement or allow the counterparty to such Assigned Agreement to terminate, recapture, impose any penalty, condition on renewal, or extension, or modify any term or condition upon the assignment of such Assigned Agreement, constitute unenforceable anti-

assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Agreements have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assigned Agreements, and such Assigned Agreements shall remain in full force and effect for the benefit of the Buyer. Each non-Debtor counterparty to the Assigned Agreements shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors or the Buyer or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing Date or arising by reason of the Closing, including any breach related to or arising out of change-in-control in such Assigned Agreements, or any purported written or oral modification to the Assigned Agreements; and (b) asserting against the Buyer (or its property, including the Purchased Assets) any claim, counterclaim, defense, breach, condition, setoff asserted or capable of being asserted against the Debtors existing as of the Closing Date or arising by reason of the Closing except for the Assumed Liabilities.

23. Upon the Closing and payment of the relevant Cure Costs, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Agreements and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Agreements. There shall be no assignment fees, increases or any other fees charged to the Buyer or the Debtors as a result of the assumption and assignment of the Assigned Agreements.

24. All defaults or other obligations of the Debtors under the Assigned Agreements arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured upon payment of the Cure Costs and the Buyer shall have no liability or obligation arising or accruing under the Assigned Agreements on or prior to the Closing Date, except as otherwise expressly set forth in the APA. Each non-Debtor counterparty to an Assigned Agreement is forever barred, estopped, and permanently enjoined from asserting against the Buyer or its property (including, without limitation, the Purchased Assets) any default existing as of the date of the Sale Hearing, or any counterclaim, defense, setoff, recoupment, or other claim asserted or capable of being asserted against the Debtors. Other than the Assigned Agreements, the Buyer assumed none of the Debtors' other contracts or leases and shall have no liability whatsoever thereunder.

25. The assignment of each of the Assigned Agreements is made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

Other Provisions

26. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including, without limitation, the APA and the Transactions.

27. The requirements set forth in Bankruptcy Rules 6003(b), 6004, and 6006 have been satisfied or otherwise deemed waived.

28. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to take any actions necessary or appropriate to carry out the terms of this Order, the APA, and the Transactions or to enforce any of its remedies

under this Order, the APA, or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the preceding sentence, *provided, however*, that this Court shall retain exclusive jurisdiction over any disputes with respect thereto.

29. This order is binding upon and inures to the benefit of any successors and assigns of the Debtors or the Buyer, including any trustee appointed in any subsequent case of the Debtors under chapter 7 of the Bankruptcy Code.

30. The provisions of this order and the APA are non-severable and mutually dependent.

31. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or the rights of the Holders of Claims or Liens with respect to the proceeds of the Sale received by the Debtors.

32. The court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions. This court retains jurisdiction to compel delivery of the Purchased Assets, to protect the Buyer and its assets, including the Purchased Assets, against any Claims, Liens, and Successor and Transferee Liability and to enter orders, as appropriate, pursuant to sections 105(a),

363, or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Purchased Assets and the Assigned Agreements to the Buyer.

33. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d). Time is of the essence in closing the sale and the Debtors and the Buyer intend to close the sale as soon as possible. Therefore, any party objecting to this order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

34. This order and the APA shall be binding in all respects upon all creditors of (whether known or unknown), and holders of equity interests in, any Debtor, any holders of Claims or Liens in, against or on all or any portion of the Purchased Assets, all non-Debtor counterparties to the Assigned Agreements, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries and any subsequent trustees appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in these chapter 11 cases, any order confirming any such chapter 11 plan or any order approving wind-down or dismissal of these chapter 11 cases or any subsequent chapter 7 cases shall conflict with or derogate from the provisions of the APA or this order, and to the extent of any conflict or derogation between this order or the APA and such future plan or order, the terms of this order and the APA shall control.

35. All time periods set forth in this order shall be calculated in accordance with Bankruptcy Rule 9006(a).

36. To the extent any provisions of this order conflict with, or are otherwise inconsistent with, the terms and conditions of the APA or the Bidding Protections Order, this order shall govern and control.

Baton Rouge, Louisiana, June 3, 2024.

/s/ Michael A. Crawford
MICHAEL A. CRAWFORD
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ASSET PURCHASE AGREEMENT

BY AND AMONG

KOLOGIK SOFTWARE, INC.,

as Purchaser,

AND

KOLOGIK LLC, KOLOGIK CAPITAL, LLC, KOLOGIK CAPITAL II, LLC AND KOLOGIK
TECHNOLOGIES, LLC,

as Sellers

Dated as of April 23, 2024

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10.3	Appeals

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of April 23, 2024 (the “Agreement”), is entered into by and among Kologik Software, Inc., a Delaware corporation (“Purchaser”), Kologik LLC, a Louisiana limited liability company (“Kologik”), Kologik Capital, LLC, a Louisiana limited liability company (“Capital”), Kologik Capital II, LLC, a Louisiana limited liability company (“Capital II”), and Kologik Technologies, LLC, a Delaware limited liability company (“Kologik Technologies” and, together with Kologik, Capital, and Capital II, collectively “Seller”) and, solely for the purposes of Section 12.10, Project Sentinel Purchaser, LLC, a Delaware limited liability company (“Purchaser Guarantor”).

W I T N E S E T H:

WHEREAS, an Affiliate of Purchaser and Kologik entered into that certain letter of intent, dated March 13, 2024, concerning the potential sale of certain assets of Seller and pursuant to which Purchaser deposited \$150,000.00 (the “Exclusivity Deposit”) to Seller’s bank account in accordance with the terms thereof;

WHEREAS, Seller will be a debtor-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), and will file a voluntary petition for relief under chapter 11 of the Bankruptcy Code on the date this Agreement is executed (the “Petition Date”) in the United States Bankruptcy Court for the Middle District of Louisiana (such court, the “Bankruptcy Court” and such case, together with the chapter 11 cases of its debtor affiliates, the “Bankruptcy Cases”);

WHEREAS, Seller presently conducts the Business;

WHEREAS, (i) Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities and (ii) Seller desires to retain all of the Excluded Assets and Excluded Liabilities, all as more specifically provided herein; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Action” means any claim, action, suit, charge, complaint, grievance, arbitration, inquiry, mediation, audit, investigation, litigation or other proceeding (whether civil, criminal or administrative) that has been or, if threatened, could be commenced, brought, conducted or heard by or before any Governmental Body, court, arbitrator or other tribunal.

“Adjustment Escrow Account” means the Adjustment Escrow Amount escrow account established pursuant to the Escrow Agreement.

“Adjustment Escrow Amount” means \$554,000.00.

“Affiliate” of any Person means any Person which, directly or indirectly, controls or is controlled by that Person, or is under common control with that Person. For the purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean 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.

“Affiliated Group” means “affiliated group” as such term is defined in Code Section 1504(a)(1).

“Ancillary Documents” means each agreement, document, instrument, writing and/or certificate contemplated by this Agreement or executed in connection with the Transactions, including the Bill of Sale and Assignment and Assumption Agreement, Escrow Agreement, and the IP Assignment Agreements.

“Anti-Corruption and Anti-Money Laundering Laws” means (a) the U.S. Foreign Corrupt Practices Act of 1977, (b) all other applicable Laws, regulations, or Orders relating to anti-bribery or anti-corruption (governmental or commercial), and (c) all applicable money laundering-related laws of the United States and similar laws and regulations of the jurisdictions where the Business is conducted.

“Assumed Indebtedness” means the Indebtedness set forth on Schedule 1.1(c).

“Assumed Leases” shall mean those real property leases of Seller that are Purchased Contracts and listed on Schedule 5.10(b) (and as may be amended, supplemented, or otherwise modified prior to assumption and assignment with the consent of Seller, Purchaser, and the contract counterparty).

“Bidding Protections Motion” means the motion to be filed with the Bankruptcy Court seeking approval of the Break-Up Fee, the Expense Reimbursement, return of the Purchase Price Deposit, and other customary bid protections, in form and substance acceptable to Purchaser.

“Bidding Protections Order” means the Order, in form and substance acceptable to Purchaser, entered by the Bankruptcy Court approving the Bidding Protections Motion, granting Purchaser administrative expense status for any claims arising under the Bid Protections, and granting related relief, and more fully described in Section 7.2 hereof, substantially in the form attached hereto as Exhibit C.

“Business” means the business of software or tech-enabled systems, products or applications that enable or assist law enforcement, first responders, and government agency clients handling public safety, law enforcement and emergency response services to manage, monitor or interact with workflows related to critical response, incident management, and courts/corrections procedures, including, without limitation, computer-aided dispatch software and solutions (CAD), records management software and solutions (RMS), jail management software and solutions (JMS), mobile solutions and related administrative functions, software, solutions and services or any other business that Seller is currently conducting or is actively in the process of considering as of the Closing Date.

“Break-Up Fee” means the fee, if any, to be paid by Seller to Purchaser in accordance with the provisions of Section 7.1 hereof.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Cash and Cash Equivalents” means an amount equal to the sum of the fair market value (expressed in United States dollars) of all cash and cash equivalents delivered by Seller to Purchaser as a Purchased Asset as of the Measurement Time, as determined in accordance with GAAP, less the amount of any cash or cash equivalents of Seller used to pay Seller Expenses or repay Indebtedness of Seller from the Measurement Time until immediately prior to the Closing. For the avoidance of doubt, “Cash and Cash Equivalents” shall be calculated net of Restricted Cash (including costs of repatriation and any cash and cash equivalents that are not freely available or distributable for immediate ordinary business use), issued but uncleared checks and drafts and shall include checks and wire transfers and drafts deposited or available for deposit for the account of Seller (without duplication), and may be a positive or negative number.

“Chapter 11 Cases” means the voluntary cases commenced by Seller under chapter 11 of the Bankruptcy Code.

“Closing Cash Adjustment” means the Cash and Cash Equivalents as of the Measurement Time less the Required Cash.

“Closing Net Working Capital” means Net Working Capital as of the Measurement Time.

“Code” mean the Internal Revenue Code of 1986, as amended.

“Confidentiality Agreement” means the mutual non-disclosure agreement dated September 20, 2023 by and between Kologik and GSV Management, LLC, and the joinder thereto dated March 15, 2024 by and among Kologik, GSV Management, LLC and PSG Equity L.L.C.

“Contract” means any written or oral commitment, agreement, note, letter of credit, mortgage, indenture, lease (whether for real or personal property), license, arrangement, contract, subcontract, undertaking, understanding or obligation of any kind or character.

“Current Assets” means the aggregate amount of all current assets of Seller, including accounts receivable and other current assets, determined in accordance with GAAP and otherwise with the methodology, and example calculation, set forth on Schedule 1.1(d). For the avoidance of doubt, Current Assets shall not include (a) Cash and Cash Equivalents, (b) any Tax assets, and (c) related party receivables and note receivables.

“Current Liabilities” means the aggregate amount of all current liabilities of Seller, including accounts payable, and other current liabilities (including customer deposits, and accrued insurance), determined in accordance with GAAP and otherwise with the methodology, and example calculation, set forth on Schedule 1.1(d). For the avoidance of doubt, Current Liabilities shall not include (a) any item included in Indebtedness, (b) Seller Expenses, and (c) any Tax Liabilities.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the Business and the Purchased Assets in each case whether or not in electronic form.

“Employees” means all individuals, as of the date hereof, who are employed by Seller in connection with the Business, together with individuals who are hired by Seller in connection with the Business after the date hereof.

“Environmental Law” means any Law relating to protection of the environment or human health and safety, exposure to Hazardous Substances, to pollution or to the use, treatment, storage, disposal, release or transportation of Hazardous Substances.

“Equity Interest” shall mean with respect to any Person, the capital stock, limited liability membership interest or other type of equity interest in such Person.

“ERISA” means the Employment Retirement Income Security Act of 1974, as amended.

“Escrow Agent” means PNC Bank, National Association in its capacity as Escrow Agent the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement of even date herewith by and among Seller, Purchaser and the Escrow Agent in substantially the form of Exhibit B hereto.

“Excluded Contracts” means the Contracts set forth on Schedule 1.1(a).

“Expense Reimbursement” means the reasonable out-of-pocket costs, expenses, and fees incurred by Purchaser in connection with the Transactions (not to exceed \$300,000) to be paid by Seller to Purchaser in accordance with the provisions of Section 7.1 hereof.

“Final Order” means as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the relevant subject matter, which (a) has not been reversed, stayed, modified, or amended, including any order subject to appeal but for which no stay of such order has been entered, and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, reconsideration or rehearing has been timely taken, or (b) as to which any appeal that has been taken or any petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been withdrawn with prejudice, resolved by the highest court to which the order or judgment was appealed or from which certiorari could be sought, or any request for new trial, reargument, reconsideration or rehearing has been denied, resulted in no stay pending appeal or modification of such order, or has otherwise been dismissed with prejudice; provided, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Federal Rule of Bankruptcy Procedure (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment provided, further, that, unless waived by Purchaser in its sole discretion, no order or judgment shall be a “Final Order” if such order or judgment is subject to an appeal of the type set forth on Schedule 10.3.

“Fraud” means, with respect to a Person, an intentional common law fraud under the laws of the State of Delaware based on the representations and warranties made by such Person in this Agreement; provided, that notwithstanding anything to the contrary, “Fraud” shall not include equitable fraud, promissory fraud, unfair dealings fraud, constructive fraud, or any torts (including a claim for fraud) based on negligence, negligent misrepresentation or negligent omission.

“Furniture and Equipment” means all machinery, furniture, fixtures, furnishings, equipment, tools vehicles, leasehold improvements, and other tangible personal property owned or used by Seller in the conduct of the Business, including all tangible embodiments of logos, artwork, desks, chairs, tables, Hardware, copiers, telephone lines and numbers, cubicles and miscellaneous office furnishings and supplies.

“GAAP” means generally accepted accounting principles in the United States as of the date hereof.

“Government Contract” means any Contract, subcontract, purchase order, task order, multi-award schedule, or basic ordering agreement in which the counterparty or ultimate funding source is a Governmental Body.

“Governmental Body” means any domestic or foreign national, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof,

or any quasi-governmental or private body exercising any regulatory or Taxing Authority thereunder (including the IRS and the Bankruptcy Court).

“Hardware” means any and all information technology, computer and computer-related hardware, including, but not limited to, computers, servers, printers and networks.

“Hazardous Substances” means any toxic, hazardous or dangerous chemical or substance, any pollutant or contaminant regulated under Laws, and any other substance for which Liability or standards of conduct may be imposed under Laws, including radiation, noise, odors, biological agents, medical waste, petroleum or any fraction or product, polychlorinated biphenyls and asbestos or asbestos containing materials.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Indebtedness” means any Liability (a) in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments of Seller or the Business, (b) representing the balance deferred and unpaid of the purchase price of any property or services (including any earnout or similar contingent obligation and purchase price holdbacks (including purchase price settlement) but excluding trade payables) of Seller or the Business, (c) in respect of guarantees, direct or indirect, in any manner, of all or any part of any Indebtedness of any Person by Seller or the Business, (d) arising under any hedging or swap agreements of Seller or the Business, (e) by which a Person assures a creditor or other party against loss (including obligations in respect of letters of credit, performance bonds, bankers acceptances, indemnities or similar obligations), (f) in respect of interest, fees, prepayment premiums, penalties and other fees and expenses owed with respect to the Indebtedness referred to above assuming the repayment in full of such Indebtedness as of such time, (g) in respect of any declared but unpaid dividends or distributions of Seller, (h) in respect of all obligations under leases of Seller or the Business which have been or must be recorded as capital leases in accordance with GAAP, (i) in respect of all obligations of Indebtedness referred to above, the payment of which is the responsibility or Liability of Seller or the Business, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, or which is secured by a Lien on any property or asset of Seller or the Business, (j) in respect of payables to, and other liabilities of, any director, officer, manager, equityholder, employee or Affiliate of Seller or the Business, or any immediate family member of such Person, in each case, unrelated to the operation of the business, including any personal credit card expenses (non-business related) of employees, (k) in respect of commissions and affiliate payments of Seller or the Business earned but not paid, (l) in respect of any Seller Expenses to the extent not paid through the Bankruptcy Cases, (m) in respect of any unaccrued legal fees and expenses incurred by Seller unrelated to the negotiation and consummation of the Transactions and (n) in respect of any Tax Liability of Seller or the Business.

“Intellectual Property” means any and all right, title and interest in or relating to intellectual property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (a) patents and patent applications, including all continuations, divisionals, continuations-in-part, provisionals and patents issuing on any of the foregoing, and all revisions, renewals, reexaminations, substitutions, extensions and reissues of, and rights to claim

priority to, any of the foregoing (collectively, “Patents”); (b) trademarks, service marks, brand names, trade dress, trade names, logos, corporate names, and other indicia of commercial source or origin (whether registered, arising under common law or statutory law, or otherwise), together with all of the goodwill associated with any of the foregoing, and all registrations, applications for registration, renewals and extensions of any of the foregoing (collectively, “Trademarks”); (c) copyrights and copyrightable works, database design rights, whether or not registered or published, including all “moral” rights, mask works, all registrations, applications for registration, renewals, extensions and reversions of any of the foregoing, and corresponding rights in works of authorship (collectively, “Copyrights”); (d) all trade secrets and corresponding rights in confidential information and other non-public or proprietary information (whether or not patentable), including ideas, formulas, compositions, inventor’s notes, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals, technical data, databases and data collections, business and marketing plans, market surveys, market know-how and customer lists and information (collectively, “Trade Secrets”); (e) Internet domain names, electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the foregoing, and all and social media accounts (collectively, “Domain Names”); (f) Software and other technology, and all intellectual property rights arising from or related to Software or other technology; and (g) all other intellectual property or proprietary rights arising under the Laws of any jurisdiction throughout the world or pursuant to any international convention.

“Intellectual Property Licenses” means (a) any grant (or covenant not to assert) by Seller to a third Person of or regarding any right relating to or under the Owned Intellectual Property (“Outbound IP License”); and (b) any grant (or covenant not to assert) by a third Person to Seller of or regarding any right relating to or under any third Person’s Intellectual Property rights (“Inbound IP License”).

“IRS” means the Internal Revenue Service.

“Key Employee” means any executive-level employee (including division director and vice president-level positions) as well as any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Owned Intellectual Property.

“Knowledge of Seller” means the actual knowledge of Paul San Soucie, Matt Chism, Karie Wohlgemuth, and Kim Thayer, in each case, after (a) reasonable investigation of Seller’s written and electronic records readily available to such individual, and (b) reasonable inquiry of any management level employees and their direct reports who would reasonably be expected to have knowledge of the event, condition, circumstance, act or other matter in question.

“Law” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty or other requirement (including the Bankruptcy Code).

“Liability” means any liability, debt, obligation, Tax, penalty, fine, damage, claim, assessment, amount to be paid in settlement, judgment or other loss, cost or expense of any kind

or nature whatsoever, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due.

“Licensed Intellectual Property” means all Intellectual Property that is used, practiced or held for use or practice by Seller for the Business except for any Owned Intellectual Property.

“Lien” means all liens, pledges, hypothecations, voting agreements, voting trusts, proxy agreements, security interests, restrictions, deeds of trust, mortgages and other possessory interests, conditional sale or other title retention agreements, lease or sublease in the nature thereof, the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction, assessments, easements, rights-of-way, covenants, restrictions, rights of first refusal, defects in title, encroachments, licenses, privileges, charges of any kind (including any agreement to grant any of the foregoing), adverse claim of any kind, capital lease, and other burdens, options, encumbrances, or interests of any kind to the maximum extent permitted pursuant to section 363(f) of the Bankruptcy Code.

“Material Adverse Effect” means any effect, event, change, fact, occurrence, circumstance or development, individually or in the aggregate, that would reasonably be expected to be, or has been, materially adverse to the financial condition, results of operations, assets, liabilities, of Seller or the Business taken as a whole or that would materially impair the ability of Seller to perform its obligations under this Agreement or the Ancillary Documents or to consummate the transactions contemplated hereby; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to: (a) general economic or political conditions; (b) conditions generally affecting the industries or markets in which Seller or the Business operates; (c) any changes in financial, banking, or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, currency exchange rates or commodities prices; (d) acts of war (whether or not declared), armed hostilities, or terrorism, or the escalation or worsening thereof; (e) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (f) any natural or man-made disaster or acts of God, epidemic, pandemic or disease outbreak (including the COVID-19 virus) or any escalation or worsening thereof; or (g) any failure of any of Seller to meet any internal or external projections, forecasts or revenue predictions; except in the case of foregoing clauses (a), (b), (c), (d), and (f), only to the extent such event, occurrence, fact, condition or change has had or would be reasonably expected to have a materially disproportionate impact on Seller or the Business as a whole compared to other participants engaged in the industry in which Seller or the Business operates.

“Maximum Adjustment Amount” means \$554,000.00.

“Measurement Time” means 11:59 p.m. Eastern Time on the Business Day immediately preceding the Closing Date.

“Net Working Capital” means an amount equal to Current Assets minus Current Liabilities.

“Net Working Capital Adjustment” means an amount equal to Closing Net Working Capital minus Target Net Working Capital. For the avoidance of doubt, the “Net Working Capital Adjustment” may be a positive or negative number.

“Open Source Software” means any Software that is, or that contains or is derived in any manner (in whole or in part) from any Software that is, distributed as free software, open source software, copyleft software, “freeware” or “shareware” or under similar licensing or distribution models, including Software licensed pursuant to: (a) 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, any Creative Commons “sharealike” license, or any license that is, or is substantially similar to, a license now or in the future approved by the Open Source Initiative and listed at <http://www.opensource.org/licenses> or (b) any license under which any Software or other materials are distributed or licensed as “free software,” “open source software” or under similar terms.

“Order” means any award, decision, injunction, judgment, ruling or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

“Ordinary Course of Business” means the usual and ordinary course of normal day-to-day operations of the Business, consistent (in scope, manner, amount and otherwise) with Seller’s past practices through the date of this Agreement, including (a) compliance with all contractual and other obligations applicable to the operation of Seller or the Business and (b) collection of accounts receivable and payment of accounts payable utilizing normal procedures and without discounting or accelerating payment of such accounts.

“Organizational Documents” means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation or articles of organization of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person, and (f) any amendment to or equivalent of any of the foregoing.

“Owned Intellectual Property” means any and all Intellectual Property that is owned or represented to be owned by Seller and used or held for use in the Business, including all Registered Intellectual Property and Seller Software.

“Permits” means all permits, licenses, authorizations, certificates, franchises, consents and other approvals from any Governmental Body.

“Permitted Liens” means (a) Liens for current Taxes, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements in accordance with GAAP, (b) mechanics’, carriers’, workers’, repairers’ and other similar Liens arising or incurred in the Ordinary Course of Business for obligations that are not overdue or are being contested in

good faith by appropriate proceedings, and (c) other Liens that are not, individually or in the aggregate, material to Seller.

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

“Personal Information” means all information in any form or media that identifies, could be used to identify or is otherwise related to an individual person (including any current, prospective, or former customer, end user or employee), in addition to any definition for “personal information” or any similar term provided by applicable Law or by Seller in any of its privacy policies, notices or contracts (e.g., “personal data,” “personally identifiable information,” “consumer health data,” “protected health information,” “PHI” or “PII”) in connection with the Business.

“Privacy Laws” means any and all applicable Laws, legal requirements, self-regulatory guidelines and binding industry standards (including of any applicable foreign jurisdiction) relating to the Processing of any Personal Information, including, but not limited to, the Federal Trade Commission Act, California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA), the Payment Card Industry Data Security Standard (PCI-DSS), Washington My Health, My Data Act (WMHMDA) the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM), the Telephone Consumer Protection Act (TCPA), the General Data Protection Regulation no. 2016/679 (EU GDPR), UK Data Protection Act 2018 (DPA), the General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (UK GDPR), any and all applicable Laws relating to breach notification, the use of biometric identifiers or the use of Personal Information for marketing purposes.

“Privacy Requirements” means all applicable Privacy Laws and all of Seller’s policies, notices, and contractual obligations relating to the Processing of Personal Information in connection with the Business.

“Processing” means any operation or set of operations performed on any data, whether or not by automated means, including but not limited to receipt, collection, compilation, use, storage, combination, sharing, safeguarding, disposal, erasure, destruction, disclosure or transfer (including cross-border transfer).

“Products” means any and all products developed, manufactured, marketed or sold by Seller or the Business, whether work in progress or in final form.

“Purchase Price” means (a) \$24,000,000.00, plus (b) the Net Working Capital Adjustment (which may be positive or negative) minus (c) Assumed Indebtedness plus (d) the Closing Cash Adjustment (which may be positive or negative).

“Purchased Contracts” means all Contracts, joint venture agreements, purchase commitments, advertising and promotional agreements, personal property leases and other

agreements (including any agreements of with customers, suppliers, sales representatives, agents, personal property lessors, personal property lessees, licensors, licensees, consignors and consignees specified therein) to which Seller or the Business is a party, including those that are set forth on Schedule 1.1(b) (and as may be amended, supplemented, or otherwise modified prior to assumption and assignment with the consent of the Seller, the Purchaser, and the contract counterparty). Purchaser shall have the right, by written notice delivered to Seller at any time during the period from and after the date hereof and until the Closing Date to delete any Contract (including any lease of real property) from Schedule 1.1(b) (it being understood that any such Contract deleted by Purchaser from such schedule may subsequently be rejected by Seller in the Bankruptcy Cases). Purchaser shall also have the right by written notice delivered to Seller at any time during the period from and after the date hereof and until the Closing Date to add any Contract to Schedule 1.1(b); provided that such Contract has not been previously rejected in the Bankruptcy Cases. Schedule 1.1(b) also sets forth the estimated amounts (as of the date hereof) of all amounts which Seller expects will be payable pursuant to Section 365(b) of the Bankruptcy Code on account of the assumption and assignment of any Purchased Contract.

“Purchased Intellectual Property” means all Owned Intellectual Property and all Licensed Intellectual Property.

“Purchase Price Deposit” means \$1,000,000.

“Purchase Price Deposit Escrow Fund” means the Purchase Price Deposit escrow account established pursuant to the Escrow Agreement.

“Representatives” means, with respect to any Person, such Person’s managers, partners, members, shareholders, equityholders, directors, officers, employees, agents, accountants, legal or financial advisors, or representatives of such accountants, legal or financial advisors.

“Required Cash” means an amount of Cash and Cash Equivalents equal to \$275,000.00.

“Restricted Cash” means any (a) cash and cash equivalents included on the balance sheet of Seller that is (i) held in foreign bank accounts or (ii) not freely usable or distributable immediately following Closing due to restrictions or limitations on use or distribution by Law, Contract or otherwise, or (b) cash held for third parties, in each case that would otherwise be included in Cash and Cash Equivalents.

“Restructuring Transaction” means (a) a recapitalization transaction involving, in whole or in part, Seller and its existing security holders or creditors, (b) any merger, consolidation, share exchange, business combination or other similar transaction with Seller, (c) any tender offer or exchange offer for 10% or more of the outstanding equity interests of Seller or any class of Seller’s debt securities or the filing of a registration statement under the Securities Act of 1933, as amended, in connection therewith, (d) the acquisition of beneficial ownership or a right to acquire beneficial ownership of, or the formation of any “group” (as defined under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) which beneficially owns or has the right to acquire beneficial ownership of 10% or more of the then outstanding equity interests of Seller or any class

of Seller's debt securities or (e) the sale of all or substantially all of the assets of Seller or any of the Purchased Assets to a Person other than Purchaser or its Affiliates.

"Sale Motion" means the motion, in form and substance acceptable to Purchaser, to be filed with the Bankruptcy Court by Seller seeking (a) approval of the terms and provisions of this Agreement, (b) authorization for (i) the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code and (ii) the assumption and assignment of the Purchased Assets that are executory contracts pursuant to Section 365 of the Bankruptcy Code and (c) any other provisions acceptable to Purchaser.

"Sale Order" means the order of the Bankruptcy Court, in form and substance acceptable to Purchaser, granting the relief requested in the Sale Motion and authorizing the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code and the assumption and assignment of the Purchased Assets that are executory contracts pursuant to Section 365 of the Bankruptcy Code, free and clear of all Liens and as more fully described in Section 7.4, substantially in the form attached hereto as Exhibit D.

"Seller Expenses" means, without duplication, and to the extent unpaid as of immediately prior to the Closing, the aggregate amount of Liabilities incurred by Seller in connection with the negotiation and consummation of the Transactions, including (a) the fees and expenses of any brokers, finders, consultants, agents, attorneys, data room providers and other advisors, including the 50% of the fees owed to the Escrow Agent and (b) except as set forth in Section 9.3(b), the amount of deferred compensation and accrued or deferred bonuses and benefits (including paid sick/leave/vacation) of Seller or the Business, stay bonuses, sales bonuses, transaction bonuses, change of control payments, severance payments, retention payments or other payments, and the amount of the employer's portion of any employment, payroll or social security Taxes with respect to the amounts set forth in this clause (b) of this definition and any other compensatory amounts payable hereunder ("Compensatory Amounts").

"Seller Software" means all Software owned or represented to be owned by Seller and used or held for use in the Business.

"Software" means any and all (a) software or computer programs of any type, including any and all software implementations of algorithms, models and methodologies, whether in source code, object code or other form; (b) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, development tools, templates, menus, buttons, images, videos, models and icons; (c) databases and (d) documentation and other materials related to any of the foregoing, including user manuals and training materials.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

"Target Net Working Capital" means \$504,000.00.

“Taxing Authority” means the U.S. Internal Revenue Service and any other Governmental Body responsible for the administration of any Tax.

“Tax Return” means any return, report or statement required to be filed with respect to any Tax (including any amendment thereof) including, but not limited to, any information return or amended return, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes Seller or any of its Affiliates.

“Tax” or “Taxes” means (a) any and all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, escheat, unclaimed property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (a), and (c) any liability in respect of any items described in clauses (a) and/or (b) payable by reason of contract, assumption, transferee liability, operation of law, Treasury Regulation section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under law) or otherwise.

“Technology” means, collectively, all Software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used by Seller.

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Documents.

“WARN” means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

“Wind-Up End Date” shall mean the date after the Closing Date on which the Bankruptcy Cases are dismissed, converted to a case under Chapter 7, or closed pursuant to Section 350 of the Bankruptcy Code.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
Allocation	11.3
Alternative Transaction	7.3(a)

<u>Term</u>	<u>Section</u>
Annual Financial Statements	5.4(a)
Ancillary Documents	5.1(b)
Asset Acquisition Statement	11.2
Assumed Liabilities	3.1
Balance Sheet Date	5.4(a)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Closing	4.1
Closing Date	4.1
Confidential Information	8.5(c)
Copyrights	1.1 (in Owned Intellectual Property definition)
Cure Amounts	2.5
Debt Financing	8.13(a)
Excluded Assets	2.2
Excluded Employee	9.1(b)
Excluded Liabilities	2.4
Final Purchase Price	3.4(b)
Financial Statements	5.4(a)
FIRPTA Affidavit	4.2(e)
FLSA	5.14(a)
Interim Financial Statements	5.4(a)
Key Customers	5.22(b)
Key Vendors	5.22(c)
Marks	1.1 (in Owned Intellectual Property definition)
Material Contract	5.13(a)
Negative Adjustment Amount	3.4(c)(iii)
Net Working Capital	3.4(a)
Non-Solicitation Period	7.3(a)
Patents	1.1 (in Owned Intellectual Property definition)
Personnel IP Contracts	5.16(f)
Positive Adjustment Amount	3.4(c)(ii)
Purchased Assets	2.1
Purchase Price	3.1
Purchaser	Recitals
Purchaser Plans	9.3(a)
Registered Intellectual Property	5.16(a)
Restricted Business	8.5(a)
Revised Statements	11.2
Seller	Recitals
Ancillary Documents	5.1(b)
Seller Marks	0
Seller Plans	5.15(a)

<u>Term</u>	<u>Section</u>
Seller Representatives	7.3(a)
Termination Date	4.4(a)
Trade Secrets	1.1 (in Owned Intellectual Property definition)
Transferred Employees	9.1(a)

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser all of Seller's right, title and interest in, to and under the Purchased Assets, free and clear of any and all Liens to the extent permissible under Section 363(f) of the Bankruptcy Code. "Purchased Assets" shall mean all of the business, assets, properties, contractual rights, goodwill, going concern value, rights and claims of Seller related to the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of Seller (other than the Excluded Assets), including each of the following assets:

- (a) all bank accounts of Seller or the Business, including those listed on Schedule 5.21 (the "Seller Bank Accounts");
- (b) (i) all Current Assets and (ii) all Cash and Cash Equivalents as of the Closing;
- (c) all deposits, credits, and prepaid charges and expenses from whatever source paid other than any deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets or Excluded Liabilities;
- (d) all royalties, advances, prepaid assets, and other current assets;
- (e) all inventory used or intended to be used primarily in connection with the Business;
- (f) all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Seller or the Business;
- (g) all Assumed Leases, including all rights of Seller or the Business under each Assumed Lease, together with all improvements, fixtures and other appurtenances thereto and rights in respect thereof;
- (h) the Furniture and Equipment;
- (i) the Purchased Intellectual Property;

(j) all Purchased Contracts, including all rights of Seller or the Business under the Purchased Contracts;

(k) all Documents that are used in, held for use in or intended to be used in, or that arise out of, the Business, including Documents relating to Products, services, marketing, advertising, promotional materials, Owned Intellectual Property, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding personnel files for Employees of Seller who are not Transferred Employees (each to the extent permitted under applicable Law, including the Privacy Requirements);

(l) all Permits used by Seller or the Business to the extent assignable;

(m) all supplies owned by Seller or used in connection with the Business, including the Technology;

(n) all rights of Seller or the Business under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of Seller or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(o) all rights of Seller or the Business under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to Products sold, or services provided, to Seller or the Business or to the extent affecting any Purchased Assets;

(p) all express consents obtained by Seller or the Business under applicable Privacy Law from any person to (i) send or cause to be sent an electronic message to such person or (ii) alter or cause to be altered the transmission data in an electronic message so that the message is delivered to a destination other than or in addition to that specified by such person;

(q) all rights, claims, or causes of action which Seller or the Business may have against any Person with respect to the Purchased Assets;

(r) all third party property and casualty insurance proceeds, and all rights to third party property and casualty insurance proceeds, in each case to the extent received or receivable in respect of the Business; and

(s) all goodwill and other intangible assets associated with Seller or the Business, including customer and supplier lists and the goodwill associated with the Owned Intellectual Property.

2.2 Excluded Assets. Nothing herein contained shall be deemed to transfer, assign or convey the Excluded Assets to Purchaser, and Seller shall retain all right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean each of the following assets:

(a) any amounts (including the Purchase Price) paid or payable to Seller pursuant to this Agreement or any other Ancillary Document;

(b) the Excluded Contracts;

(c) all rights to any refunds, rebates, or credits of Taxes of Seller (or any direct or indirect owners of Seller), including all rights to any employee retention tax credits arising as a result of the operation of the Business prior to Closing, and all Tax assets and similar items of Seller (or any direct or indirect owners of Seller) relating to any period, or any portion of any period;

(d) all rights, claims, or causes of action which Seller or the Business may have against any Person (other than Purchaser or any of its Affiliates) with respect to any Excluded Assets;

(e) any Seller Plan;

(f) all current and prior insurance policies of Seller or the Business and any proceeds therefrom;

(g) any Purchased Contract (including any Assumed Lease) that cannot be assumed and assigned to Purchaser, as determined by the Bankruptcy Court pursuant to a Final Order;

(h) all Equity Interests of each Seller entity, including any options, warrants or other securities exchangeable or convertible into Equity Interests of any Seller entity, and all related governance documents;

(i) all claims against and amounts due Seller from Affiliates or related parties (including, without limitation, current and former officers and directors of Sellers); and

(j) all offer letters or employment agreements between Seller and any Employee.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing Purchaser shall assume, effective as of the Closing, the following liabilities of Seller (collectively, the “Assumed Liabilities”):

(a) all liabilities of Seller under the Purchased Contracts to the extent that any such Liabilities: (i) arise from facts, circumstances, events or obligations to be performed on or after the Closing; (ii) do not arise from a breach, violation or default of such Purchased Contract by Seller or the Business prior to the Closing; and (iii) are not required to be performed prior to the Closing;

(b) all Liabilities specifically assumed with respect to Transferred Employees under Article IX;

(c) all Current Liabilities solely to the extent deducted in calculating Closing Net Working Capital;

(d) all Assumed Indebtedness; and

(e) all Liabilities relating to amounts required to be paid by Purchaser hereunder.

2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume, and shall be deemed not to have assumed, any Liabilities relating to the Business or Seller or any Affiliate of Seller except as expressly provided in Section 2.3 or elsewhere in this Agreement, and Seller and its Affiliates shall be solely and exclusively liable with respect to all such Liabilities, other than the Assumed Liabilities (collectively, the “Excluded Liabilities”), including those Liabilities set forth below:

(a) all Liabilities incurred prior to the Closing Date or that relate to or arise in connection with the operation of the Business or Seller prior to the Closing Date (including any Liability incurred prior to the Closing Date relating to a Contract with a customer or supplier of Seller or the Business), other than accounts payable and other Current Liabilities to the extent specifically included in Closing Net Working Capital;

(b) all Liabilities relating to the Excluded Assets;

(c) except to the extent specifically provided in Article IX, all Liabilities arising out of, relating to or with respect to (i) the employment or performance of services, or termination of employment or services by Seller or any of its Affiliates of any individual on or before the Closing Date, (ii) workers’ compensation claims against Seller related to the Business that relate to the period on or before the Closing Date, irrespective of whether such claims are made prior to or after the Closing or (iii) any Seller Plan;

(d) all Liabilities arising out of, under or in connection with Contracts that are not Purchased Contracts and, with respect to Purchased Contracts, Liabilities in respect of a breach by or default of Seller or the Business accruing under such Contracts with respect to any period prior to Closing;

(e) all Cure Amounts;

(f) all Liabilities arising out of, under or in connection with any Indebtedness of Seller or the Business other than the Assumed Indebtedness;

(g) all Liabilities for (i) Transfer Taxes imposed on Seller pursuant to Section 11.1, (ii) Taxes of Seller or any of its equityholders or creditors, (iii) Taxes that relate to the Purchased Assets or the Assumed Liabilities for taxable periods (or portions thereof) ending on or before the Closing Date, including, without limitation, Taxes allocable to Seller or the Business pursuant to Section 11.2, and (iv) payments under any Tax allocation, sharing or similar agreement (whether oral or written) for taxable periods (or portions thereof) ending on or before the Closing Date;

(h) all Liabilities in respect of any pending or threatened Action, or any claim arising out of, relating to or otherwise in respect of (i) the operation of the Business to the extent such Action or claim relates to such operation on or prior to the Closing Date, or (ii) any Excluded Asset;

(i) all Liabilities that relate to or arise in connection with Seller's November 17, 2023 data breach;

(j) all Liabilities arising out of, under or in connection with Kologik Financing Partners, LLC;

(k) any Liability with respect to Seller Expenses; and

(l) all Liabilities relating to amounts required to be paid by Seller hereunder.

2.5 Cure Amounts. At Closing and pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Purchaser the Purchased Contracts, including the Assumed Leases. The cure amounts, as determined by the Bankruptcy Court, if any (the "Cure Amounts"), necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Purchased Contracts and Assumed Leases, shall be paid by Seller, on or before Closing, and not by Purchaser and Purchaser shall have no liability therefor.

2.6 Bulk Sales Law. Purchaser hereby waives compliance by Seller with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Purchaser. Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any Liens or claims arising out of the bulk transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

2.7 Withholding. Purchaser (or any other Person that has any withholding obligation with respect to any payment made by Purchaser pursuant to this Agreement) shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such amounts as Purchaser determines in good faith are required to be deducted or withheld therefrom or in connection therewith under the Code or any provision of state, local or foreign Law relating to Taxes; provided that, except with respect to payments in the nature of compensation for services or as a result of Sellers' failure to provide the documentation described in Section 4.2(e), Purchaser will use commercially reasonable efforts (a) to notify Seller of its intent to withhold any amounts under this Section 2.7 reasonably promptly after it becomes aware that such withholding is required and (b) to cooperate with Seller in seeking to eliminate or reduce (to the maximum extent possible, if elimination is not possible) any such deduction or withholding. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be (a) the Purchase Price, subject to adjustment as provided in Section 3.4, and (b) the assumption of the Assumed Liabilities.

3.2 Purchase Price Deposit. As soon as reasonably practicable following the approval of the Bidding Protections Order, Purchaser shall deposit with the Escrow Agent under the Escrow Agreement the Purchase Price Deposit, less the Exclusivity Deposit, by wire transfer of immediately available funds. Upon the terms and subject to the conditions of the Escrow Agreement, Purchaser and Kologik shall jointly instruct the Escrow Agent to release the Purchase Price Deposit Escrow Fund as follows:

(a) if the Closing shall occur, the Purchase Price Deposit shall be applied towards the Purchase Price payable by Purchaser to Seller pursuant to Section 3.3 hereof;

(b) if this Agreement is terminated by Seller pursuant to Section 4.4(d), the Purchase Price Deposit shall be delivered to Seller; or

(c) if this Agreement is terminated other than pursuant to Section 4.4(d), the Purchase Price Deposit shall be delivered to Purchaser.

3.3 Payment of Purchase Price.

(a) On the Closing Date, Purchaser shall pay the Estimated Purchase Price (less the Exclusivity Deposit, the Purchase Price Deposit, and the Adjustment Escrow Amount) to Seller by wire transfer of immediately available funds into an account designated by Seller.

(b) On the Closing Date, Purchaser shall deliver to the Escrow Agent under the Escrow Agreement, by wire transfer of immediately available funds, the Adjustment Escrow Amount.

3.4 Purchase Price.

(a) At least three (3) Business Days prior to the Closing Date, Seller shall deliver to Purchaser a statement (the "Estimated Closing Statement"), together with reasonable supporting documentation, setting forth Seller's good faith estimate of the amounts of the Net Working Capital Adjustment (the "Estimated Working Capital"), the Closing Cash Adjustment (the "Estimated Closing Cash") and the Assumed Indebtedness (the "Estimated Assumed Indebtedness"), and, based thereon, its good faith estimate of the Purchase Price (such estimated amount, the "Estimated Purchase Price"). Following the delivery of the Estimated Closing Statement, Seller shall provide Purchaser and its Affiliates with reasonable access to work papers and other books and records for purposes of assisting Purchaser in its review of the Estimated Closing Statement. Prior to the Closing, Seller shall consider in good faith any revisions to the

Estimated Closing Statement raised by Purchaser in connection with its review of the Estimated Closing Statement (which shall be modified to include any such revisions accepted by Seller in good faith).

(b) Determination of Final Purchase Price.

(i) No later than ninety (90) days after the Closing Date (the "Adjustment Notice Date"), Purchaser shall prepare and deliver to Seller a statement setting forth Purchaser's good faith proposed calculation of the Final Purchase Price and the amount owed to Seller as a result thereof together with Purchaser's good faith proposed calculations of (A) the Net Working Capital Adjustment, (B) the Closing Cash Adjustment and (C) Assumed Indebtedness, in each case, including the components thereof and determined in a manner consistent with the definitions thereof, and together with reasonable supporting back-up documentation (which calculations shall collectively be referred to herein as the "Proposed Closing Date Calculations"). Seller shall have thirty (30) days to review the Proposed Closing Date Calculations. During such thirty (30)-day period, Seller shall have reasonable access to the relevant books and records of Purchaser to the extent related to the Proposed Closing Date Calculations as may be reasonably requested by Seller for the purpose of reviewing the Proposed Closing Date Calculations; provided, however, that such access shall be subject to customary confidentiality requirements and not interfere with the normal business operations of Purchaser or its Affiliates.

(ii) If Seller does not provide written notice of any dispute (a "Purchase Price Dispute Notice") to Purchaser within such thirty (30)-day period, which Purchase Price Dispute Notice shall describe the nature of any such disagreement in reasonable detail and identify the specific items involved and, to the extent reasonably ascertainable, an estimate of the dollar amount of such disagreement, the parties agree that the Proposed Closing Date Calculations shall be deemed to be the final Net Working Capital Adjustment, Closing Cash Adjustment and Assumed Indebtedness, and resulting Purchase Price, in each case, for all purposes hereunder. If Seller delivers a Purchase Price Dispute Notice to Purchaser within such thirty (30)-day period, Purchaser and Seller shall use commercially reasonable efforts to resolve any disputes set forth in the Purchase Price Dispute Notice during the thirty (30)-day period commencing on the date Purchaser receives the applicable Purchase Price Dispute Notice from Seller. If Purchaser and Seller do not agree upon a final resolution with respect to such disputed items within such thirty (30)-day period, then Purchaser and Seller shall engage, and the remaining items in dispute shall be submitted immediately to, a nationally recognized firm of independent certified public accountants mutually acceptable to Purchaser and Seller (the "Accounting Firm"). The Accounting Firm shall consider only those items and amounts as to which Purchaser and Seller have disagreed within the time periods and on the terms specified above. Both Purchaser and Seller may furnish to the Accounting Firm such information and documents as it deems relevant, with copies of such submission and all such documents and information being concurrently given to the other party. The Accounting Firm shall act as an expert and not an arbitrator and shall resolve each item of disagreement based solely on the supporting material provided by Purchaser and Seller and not pursuant to any independent review. The

determination of value made by the Accounting Firm with respect to the disputed items submitted to the Accounting Firm shall not be greater than the greatest value for such items claimed by Purchaser or Seller or less than the smallest value for such items claimed by Purchaser or Seller. The determination of the Accounting Firm shall be conclusive and binding upon the parties for all purposes of this Agreement absent manifest error (and, in the event of manifest error, the determination shall be referred back to the Accounting Firm to correct such error). The terms of appointment and engagement of the Accounting Firm shall be as agreed upon between Purchaser and Seller, and any associated engagement fees shall be borne based on the inverse of the percentage that the Accounting Firm's determination bears to the total amount of the total items in dispute as originally submitted to the Accounting Firm. For example, should the items in dispute total in amount to \$1,000 and the Accounting Firm awards \$600 in favor of Seller, 60% of the costs of its review would be borne by Purchaser and 40% of the costs of its review would be borne by Seller. The Proposed Closing Date Calculations shall be revised, if necessary, as appropriate to reflect the resolution of any objections thereto pursuant to this Section 3.4(b)(ii) and, as so revised, such Proposed Closing Date Calculations shall be deemed to set forth the final Net Working Capital Adjustment, Closing Cash Adjustment, Assumed Indebtedness, and Purchase Price for all purposes hereunder.

(c) Payment of Adjustment to Estimated Purchase Price. At such time as the Purchase Price (the "Final Purchase Price") is finally determined in accordance with this Section 3.4, if:

(i) the Final Purchase Price is equal to the Estimated Purchase Price, then Purchaser and Kologik shall jointly instruct the Escrow Agent to release the entire amount of the Adjustment Escrow Amount from the Adjustment Escrow Account to Seller;

(ii) the Final Purchase Price is greater than the Estimated Purchase Price (such difference, the "Positive Adjustment Amount"), then (A) Purchaser and Kologik shall jointly instruct the Escrow Agent to release the entire amount of the Adjustment Escrow Amount from the Adjustment Escrow Account to Seller, and (B) Purchaser shall then pay to Seller the lesser of the Positive Adjustment Amount and the Maximum Adjustment Amount; provided, for the avoidance of doubt, if the amount of the Positive Adjustment Amount exceeds the Maximum Adjustment Amount, Purchaser shall not have any liability for any portion of a Positive Adjustment Amount in excess of the Maximum Adjustment Amount; or

(iii) the Final Purchase Price is less than the Estimated Purchase Price (the absolute value of such difference, the "Negative Adjustment Amount"), then Purchaser and Kologik shall jointly instruct the Escrow Agent (A) to release from the Adjustment Escrow Account to Purchaser the lesser of (x) the Adjustment Escrow Amount and (y) the Negative Adjustment Amount, and, (B) if applicable, to release any amount remaining in the Adjustment Escrow Account to Seller. If the amount of the Negative Adjustment Amount exceeds the Adjustment Escrow Amount, Purchaser's sole recourse shall be against the Adjustment Escrow Amount directly, and Seller shall not have any liability for

any portion of a Negative Adjustment Amount in excess of the Adjustment Escrow Amount.

The Parties agree to treat any Positive Adjustment Amount or Negative Adjustment Amount as an adjustment to the Estimated Purchase Price for Tax purposes.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1 10.2, and 10.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the "Closing") shall take place remotely via the exchange of electronic documents and signatures by electronic mail on a date to be specified by the parties, which date shall be no later than the second Business Day after satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the parties hereto; provided, however, that without the prior written consent of Purchaser, in no event shall the Closing occur prior to the first Business Day following the date that is forty-five (45) days after the date hereof. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 12:01 am (prevailing Eastern Time) on the Closing Date.

4.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser:

(a) a duly executed Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit A hereto;

(b) duly executed assignments of the Registered Intellectual Property, in a form suitable for recording in the U.S. patent or trademark office, as applicable, and general assignments of all other Owned Intellectual Property in form and substance reasonably acceptable to Purchaser (collectively, the "IP Assignment Agreements");

(c) the authorizing resolutions adopted by the board of managers or other applicable governing body of each Seller entity authorizing this Agreement, each other Ancillary Document to which such Seller entity is a party and the consummation of the Transactions;

(d) copies of all consents, waivers and approvals referred to in Section 10.1(e);

(e) duly completed and executed IRS Form W-9 for Seller;

(f) an assignment of all Assumed Leases, but solely to the extent such assignment is not effected pursuant to the Sale Order;

(g) all Permits of Seller or the Business related to the ownership, operation or use of the Purchased Assets as historically owned, operated, or used other than those Permits that are not material to the operation of the Purchased Assets at Closing, each of which shall have been duly transferred and/or reissued to Purchaser pursuant to applicable Law;

(h) a certified copy of the Sale Order;

(i) the officer's certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b);

(j) evidence that (i) individuals designated by Purchaser have been granted authority over the Seller Bank Accounts and (ii) any Person other than those designated by Purchaser has been terminated as an authorized party with respect to the Seller Bank Accounts;

(k) duly executed offers of employment with Purchaser from ninety percent (90%) of the Employees, including Paul San Soucie; and

(l) such other good and sufficient instruments of transfers as Purchaser may reasonably request, in each case in form and substance reasonably acceptable to Purchaser.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

(a) evidence of the wire transfer referred to in Section 3.3 hereof;

(b) a duly executed Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit A hereto;

(c) a Louisiana Resale Certificate, duly executed by Purchaser; and

(d) such other documents, instruments and certificates as Seller may reasonably request, in form and substance reasonably acceptable to Seller.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by either Purchaser or Seller, if:

(i) the Closing shall not have occurred by the close of business on the sixtieth (60th) day following the execution of this Agreement (the "Termination Date"); provided, further, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(ii) there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that

the parties hereto shall promptly appeal any adverse determination which is not nonappealable (and pursue such appeal with reasonable diligence); provided that a party may not terminate this Agreement pursuant to this Section 4.4(a)(ii) if such party is in material breach of any of its representations, warranties, covenants or agreements contained herein and such material breach is the primary cause or grounds for such Order; or

(iii) the Bankruptcy Court approves a Restructuring Transaction or an Alternative Transaction to a Person (or group of Persons) other than Purchaser or an Affiliate of Purchaser, provided that no termination under this Section 4.4(ii)(iii) shall be effective until the Break-Up Fee, the Expense Reimbursement, and return of the Purchase Price Deposit set forth in Section 7.1 hereof shall have been paid to Purchaser;

(b) by mutual written consent of Seller and Purchaser;

(c) by Purchaser, if:

(i) the Bankruptcy Court denies that portion of the Bidding Protections Motion with respect to the Break-Up Fee or the Expense Reimbursement, in whole or in part;

(ii) the Bankruptcy Cases are (A) converted to a case under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;

(iii) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code prior to Closing;

(iv) the Bidding Protections Order (including the provisions set forth in Section 7.2 hereof) or the Sale Order is modified in any respect without the consent of Purchaser;

(v) the Sale Order has not been entered by the Bankruptcy Court within forty-five (45) days after the date hereof and, as of the time of such termination of this Agreement, the Sale Order has not been entered by the Bankruptcy Court;

(vi) the Bidding Protections Order has not been entered by the Bankruptcy Court within three (3) days after the Petition Date;

(vii) Seller enters into a definitive agreement with respect to an Alternative Transaction; or

(viii) so long as Purchaser is not in material breach of any of its representations, warranties, covenants or agreements contained herein, there shall be a material breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier

of (i) ten (10) Business Days after the giving of written notice by Purchaser to Seller of such breach and (ii) the Termination Date;

(d) so long as Seller is not in material breach of any of its representations, warranties, covenants or agreements contained herein, by Seller, if there shall be a material breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) ten (10) Business Days after the giving of written notice by Seller to Purchaser of such breach and (ii) the Termination Date.

4.5 Procedure Upon Termination. This Agreement shall in no event terminate (a) with respect to Seller unless and until any and all amounts payable to Purchaser pursuant to Sections 3.2(c) and 7.1 in connection with such proposed termination shall have been paid in full to Purchaser and (b) with respect to Purchaser unless and until any and all amounts payable to Seller pursuant to Section 3.2(c) in connection with such proposed termination shall have been paid in full to Seller. In the event of termination and abandonment by Purchaser or Seller, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Purchaser or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

4.6 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without Liability to Purchaser or Seller; provided, however, that the obligations of the parties set forth in Article XII and Sections 4.5, 4.6, and 7.1 (to the extent applicable) hereof shall survive any such termination and shall be enforceable hereunder.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as disclosed in the disclosure schedules dated as of the date hereof delivered by Seller to Purchaser (the "Disclosure Schedule"), Seller hereby makes the representations and warranties contained in this Article V to Purchaser as of the date hereof and as of the Closing Date.

5.1 Organization, Good Standing and Authority.

(a) Each Seller entity is (i) a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana or the State of Delaware, as applicable, and (ii) has all requisite power and authority to own, lease and operate its assets and properties and to carry on the Business as now being conducted and as presently proposed to be conducted by it.

(b) Seller is duly qualified to conduct the Business as currently conducted in each jurisdiction in which the character or location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary and each other jurisdiction in which the conduct of the Business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, would not have a Material Adverse Effect. Copies of the Organizational Documents of each Seller entity, in effect of the date hereof, have been provided to Purchaser and reflect all amendments made thereto and are true, correct and complete in all material respects.

(c) Subject to obtaining Bankruptcy Court approval pursuant to the Sale Order, Seller has all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which Seller is a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by Seller of this Agreement and each of the Ancillary Documents to which any Seller is a party, and the consummation by Seller of the Transactions have been duly authorized and approved by all requisite corporate action on the part of Seller and no other action or action on the part of Seller or its equityholders is necessary to authorize the execution, delivery and performance by Seller of this Agreement or any of the Ancillary Documents to which Seller is a party, and the consummation by Seller of the Transactions. This Agreement has been, and each of the Ancillary Documents will be at or prior to the date hereof or the Closing, as applicable, duly executed and delivered by Seller, and, assuming the due execution and delivery of this Agreement and each of the Ancillary Documents (as applicable) by the other Persons that are a party hereto or thereto, following the approval of this Agreement and the transactions contemplated hereby by the Bankruptcy Court pursuant to the Sale Order constitutes, and each of the Ancillary Documents when so executed and delivered will constitute, valid and binding obligations of Seller enforceable against Seller in accordance with their terms, except (i) to the extent that such enforceability may be subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership and other Laws affecting the enforcement of creditors' rights generally, and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

(d) Kologik's only Subsidiaries are Capital, Capital II and Kologik Technologies and Kologik owns, directly or indirectly, all of the outstanding equity or other ownership interests in each of such Subsidiaries. All of the outstanding equity or other ownership interests in each of Seller's Subsidiaries have been duly authorized and validly issued. Except as set forth in the first sentence of this Section 5.1(d) or as set forth in Schedule 5.1(d), Seller does not otherwise, directly or indirectly, own, and has never owned, any equity, partnership, membership or similar interest in, or any interest convertible into, exercisable for the purchase of or exchangeable for any such equity, partnership, membership or similar interest, and is not under any current or prospective obligation to form or participate in, provide funds to, make any loan, capital contribution or other investment in, or assume any Liability of, any Person.

5.2 Board Approval and Recommendation. The board of managers or other applicable governing body of each Seller entity has (a) determined that this Agreement and the Transactions, including the purchase of the Purchased Assets by Purchaser, are advisable, fair to and in the best interests of those Persons to whom the managers owe fiduciary duties under applicable Law,

(b) determined that an immediate sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code is necessary and urgent as the realizable value of the Purchased Assets, and, therefore, the value ultimately available to the creditors and equityholders of Seller, is rapidly deteriorating, and (c) approved this Agreement and the Transactions.

5.3 No Conflict; Required Filings and Consents.

(a) Except as a result of the Chapter 11 Cases, the execution and delivery by Seller of this Agreement or the Ancillary Documents, the consummation of the Transactions, or compliance by Seller with any of the provisions hereof or thereof will not

(i) violate the provisions of the Organizational Documents of Seller, violate any Law or Order to which Seller is subject or by which its properties or assets are bound, or require Seller to obtain any consent or approval, or give any notice to, or make any filing with, any Governmental Body, or

(ii) result in a material violation or material breach of (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation, modification or acceleration under, or require the consent of any third party to, any Material Contract or Permit or result in the imposition or creation of any Lien (other than Permitted Liens) under any provision of (i) the certificate of formation and operating agreement or comparable organizational documents of Seller; (ii) subject to entry of the Sale Order, any Contract or Permit to which Seller or the Business is a party or by which any of the properties or assets of Seller are bound; (iii) subject to entry of the Sale Order, any Order of any court, Governmental Body or arbitrator applicable to Seller or any of the properties or assets of Seller or the Business as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law; excluding consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation, modification or termination, and Liens, the existence of which would not, individually or in the aggregate, reasonably be expected to be material to Seller or the Business.

(b) Other than in connection with the commencement of the Chapter 11 Cases, entry of the Bidding Protections Order and entry of the Sale Order, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Seller (i) in connection with the execution and delivery of this Agreement or the Ancillary Documents, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by Seller of any other action contemplated hereby, or (ii) the continuing validity and effectiveness immediately following the Closing of any Contract or Permit of Seller or the Business, except for compliance with the applicable requirements of the HSR Act, if applicable.

5.4 Financial Statements.

(a) Schedule 5.4(a) contains (i) Kologik's unaudited balance sheet and related statement of profit and loss (the "Annual Financial Statements") for fiscal years ended December 31, 2022 and December 31, 2023 and (ii) Kologik's internally prepared unaudited balance sheet

as of January 31, 2024 (the “Balance Sheet Date”) and related statement of profit and loss for the one-month period ended January 31, 2024 (the “Interim Financial Statements” and, together with the Annual Financial Statements, the “Financial Statements”). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis (except as may be specifically set forth in the notes thereto) and fairly present, in all material respects, the financial position of Seller as of the dates thereof and the consolidated results of operations for the periods then ended (subject, in the case of the Interim Financial Statements, to the absence of footnotes and normal year-end audit adjustments and to any other adjustments described therein, which, in each case, individually or in the aggregate, are not material).

(b) Seller has no material Liabilities with respect to the Business required to be reflected on a balance sheet prepared in accordance with GAAP, except (i) those which are adequately reflected or reserved against in the balance sheet contained in the Interim Financial Statements, (ii) those which have been incurred in the Ordinary Course of Business since the Balance Sheet Date and that are accrued for on the Estimated Closing Statement and that do not relate to any breach of a Contract to which Seller is party or any violation of Law, (iii) those arising under this Agreement or the Transactions and (iv) those disclosed, or arising out of matters disclosed, in Article V hereof and the corresponding portions of the Disclosure Schedule.

(c) Seller’s current system of internal control over financial reporting is reasonable and sufficient for a business of its size to record transactions as necessary in order to permit preparation of financial statements in accordance with GAAP. To Seller’s Knowledge, there have been no instances of fraud or corporate misappropriation that involve (i) any employee or member of management of Seller who has a material role in the Seller’s system of internal control over financial reporting or (ii) to Seller’s Knowledge, any other employee or member of management.

5.5 Title and Sufficiency of Purchased Assets. Seller has title to, or a valid leasehold interest in or all rights to use, the Purchased Assets. The Purchased Assets are subject to Liens, including Permitted Liens. At Closing, Seller shall convey good and marketable title to all of the Purchased Assets free and clear of all Liens, other than Permitted Liens, through the Sale Order and in the Bankruptcy Cases. The Purchased Assets are in good repair and operating condition and the Purchased Assets will include all of the assets (tangible and intangible and of any nature whatsoever), properties and rights together that are sufficient and necessary for the conduct and operation of the Business following the Closing in materially the same manner as presently conducted.

5.6 Absence of Certain Changes. Since the Balance Sheet Date and through the date of this Agreement, except as contemplated by or permitted by this Agreement or except as set forth in Schedule 5.6 or as consented to in writing by Purchaser or except in preparation for the filing of the Chapter 11 Cases, (i) Seller has conducted the Business in all material respects in the Ordinary Course of Business and (ii) there has not occurred a Material Adverse Effect. Without limiting the generality of the foregoing, since the Balance Sheet Date:

(a) there has not been any damage, destruction or loss, whether or not covered by insurance, with respect to the Purchased Assets having a replacement cost of more than \$10,000 for any single loss or \$50,000 for all such losses;

(b) Seller has not awarded or paid any bonuses to employees of Seller with respect to the fiscal year ended December 31, 2023, except to the extent accrued on the balance sheet or entered into any employment, deferred compensation, severance or similar agreement (nor amended any such agreement) or agreed to increase the compensation payable or to become payable by it to any of Seller's directors, officers, employees, agents or representatives or agreed to increase the coverage or benefits available under any severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with such directors, officers, employees, agents or representatives;

(c) neither Seller nor the Business have sold, assigned or transferred any material portion of the Purchased Assets;

(d) Seller has not recognized or certified any labor union, labor organization, works council, or group of employees as the bargaining representative for any Employees

(e) Seller has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock, redeemed, purchased, or otherwise acquired any of its capital stock, or repaid any of its Indebtedness for borrowed money (other than pursuant to scheduled payments);

(f) neither Seller nor the Business have entered into, agreed to or permitted any material modification, amendment or extension of, or terminated, given or received notice to terminate or permitted to lapse, any Material Contract (or Contract that would constitute a Material Contract if in effect as of the date hereof);

(g) neither Seller nor the Business have released, assigned, compromised, settled or agreed to settle any legal proceeding or material dispute with any customer or vendor;

(h) there has not been any change by Seller or the Business in accounting or Tax reporting principles, methods or policies;

(i) neither Seller nor the Business have made or rescinded any election relating to Taxes, settled or compromised any claim, Action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or except as may be required by applicable Law, made any change to any of its methods of reporting income or deductions for federal income tax purposes from those employed in the preparation of its most recently filed federal income Tax Return;

(j) Seller has not failed to promptly pay and discharge Current Liabilities except for Liabilities not material in amount that are disputed in good faith by appropriate proceedings;

(k) neither Seller nor the Business have made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person;

(l) Seller has not mortgaged, pledged, sold, assigned, encumbered, transferred, conveyed, licensed, sublicensed, covenanted not to assert, abandoned, allowed to lapse, leased, otherwise disposed of, or subjected to a Lien any assets of Seller or the Business (including Intellectual Property), except for non-exclusive licenses granted to third parties in the Ordinary Course of Business or with respect to immaterial or obsolete Intellectual Property;

(m) Seller has not discharged or satisfied any Lien, or paid any obligation or liability (fixed or contingent), except in the Ordinary Course of Business and which, in the aggregate, would not be material to Seller taken as a whole;

(n) neither Seller nor the Business have canceled or compromised any debt or claim or amended, modified, canceled, terminated, relinquished, waived or released any Contract or right except in the Ordinary Course of Business and which, in the aggregate, would not be material to Seller and its Subsidiaries taken as a whole;

(o) neither Seller nor the Business have issued, created, incurred, assumed or guaranteed any Indebtedness;

(p) neither Seller nor the Business made or committed to make any capital expenditures in excess of \$20,000 individually or \$50,000 in the aggregate;

(q) neither Seller nor the Business have released, assigned, compromised, settled or agreed to settle any Action or material dispute with any customer or vendor;

(r) neither Seller nor the Business have sold, leased, licensed, sublicensed, covenanted not to assert, assigned, transferred, abandoned or permitted to lapse or expire or otherwise disposed of any Purchased Intellectual Property or other intangible assets, other than in the Ordinary Course of Business consistent with past practice or with respect to immaterial or obsolete Intellectual Property;

(s) Seller has not made any loan to, or entered into any other transaction with, any of its shareholders, Affiliates, officers or employees, except for any advances made to employees in the Ordinary Course of Business;

(t) Seller or the Business have not disclosed any material Trade Secret of Seller or the Business to any other Person (other than in the Ordinary Course of Business to a Person bound by adequate confidentiality obligations);

(u) neither Seller nor the Business have Processed any Personal Information (or failed to Process, as applicable) in material violation of any Privacy Requirements; or

(v) neither Seller nor the Business have agreed, in writing or otherwise, to take any of the foregoing actions.

5.7 Compliance With Laws; Permits.

(a) Seller is, and has been for the past three (3) years, in material compliance with all Laws and Orders applicable to Seller and the Business and Seller has not within the last eighteen (18) months received any notice of any violations of any Law or Order. This Section 5.7 does not relate in any way to (i) compliance with Environmental Laws, which is covered by and dealt with exclusively by Section 5.11, (ii) compliance with applicable Laws concerning labor matters, which is covered by and dealt with exclusively in Section 5.14, (iii) compliance with applicable Laws concerning employee benefits, which is covered by and dealt with exclusively in Section 5.15, (iv) compliance with applicable Laws concerning data privacy, which is covered by and dealt with exclusively in Section 5.17, (v) compliance with Anti-Corruption and Anti-Money Laundering Laws, which is covered by and dealt with exclusively in Section 5.20.

(b) Schedule 5.7(b) sets forth a list of all Permits required for the operation of the Business or otherwise held by or for the benefit of Seller (the "Company Permits"), each of which is in full force and effect. Seller (i) has been in material compliance with all Company Permits and (ii) has not received any notice of any cancellation, suspension, revocation, invalidation or non-renewal of any Company Permit.

5.8 Litigation. Except as set forth in Schedule 5.8 and the Chapter 11 Cases, there is no, and during the past twelve (12) months there has been no, Action pending or, to Seller's Knowledge, threatened (a) against (i) Seller, the Business, or any of Seller's properties or assets or (ii) any officer, director, or Key Employee of Seller, in each case in such Person's capacity as such; (b) to the Seller's Knowledge, that questions the validity of this Agreement or the Ancillary Documents or the right of Seller to enter into them, or to consummate the transactions contemplated by this Agreement or the Ancillary Documents; or (c) that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, nor, to Seller's Knowledge, has there occurred any material event nor does there exist any material condition on the basis of which any such Action could reasonably be properly instituted or commenced. Other than the Chapter 11 Cases, Seller and the Business are not, nor during the past three (3) years have been, in default under or in breach of any Order or a party or subject to any material Order. Except as set forth in Schedule 5.8 and the Chapter 11 Cases, there is no Action by Seller or the Business pending or which Seller or the Business intend to initiate. The foregoing includes Actions pending or threatened in writing (or, to Seller's Knowledge, any basis therefor) involving the prior employment of any of Seller's employees, their services provided in connection with Seller's business, any information or techniques allegedly proprietary to any of their former employers, their obligations under any agreements with prior employers to any of their former employers or their obligations under any agreements with prior employers.

5.9 Insurance. Schedule 5.9 sets forth a true and complete list of all policies or contracts providing insurance coverage applicable to Seller or the Business. Each such insurance policy is in full force and effect as of the date hereof. All premiums due and payable under such policies have been paid, and there are no material defaults under any such policy by Seller or, to Seller's Knowledge, the applicable insurer. Neither Seller nor the Business has received any notice of cancellation relating to any such insurance policies, and there are no material Actions pending under any such insurance policies for which coverage has been denied by the applicable insurance

carrier. The insurance policies disclosed on Schedule 5.9 are sufficient for compliance with all applicable Laws and Contracts to which Seller is a party or by which it is bound.

5.10 Real Property; Personal Property.

(a) Seller does not own in fee any real property.

(b) Schedule 5.10(b) sets forth a complete list of all real property leased or subleased by Seller or the Business as tenant or lessee (the "Leased Real Property") and all of the leases and other agreements pursuant to which Seller uses or occupies the Leased Real Property (the "Leases"). Except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally, or subject to general principles of equity, Seller has a valid, binding and enforceable leasehold interest under each of the Leased Real Properties, as applicable, in each case free and clear of all Liens except Permitted Liens. The Leased Real Property constitutes all interests in real property currently used, occupied or held for use in connection with the Business and which are necessary for the continued operation of the Business as it is conducted on the date hereof. There has been no rent deferred under any Lease due to COVID-19 or otherwise that is currently unpaid or outstanding, and true, correct and complete copies of any such deferral arrangements and agreements have been provided to Purchaser.

5.11 Environmental Matters. (a) Neither Seller nor the Business have received any written notice from any Governmental Body asserting Liability arising from or relating to any Hazardous Substances; (b) no Governmental Body has commenced or, to Seller's Knowledge, threatened to commence, any contribution action or other proceeding against Seller or the Business in connection with any asserted Liability under Environmental Laws in connection with the conduct of the businesses by Seller; (c) there has been no release of Hazardous Substances, other than in accordance with Environmental Laws, by Seller or the Business, or, to Seller's Knowledge, by any other party, at any real property currently or formerly owned or operated (including as lessee) by Seller or the Business that is reasonably likely to result in material Liability being imposed upon Seller or the Business; and (d) to Seller's Knowledge, Seller and the Business have been and are in compliance with all applicable Environmental Laws in all material respects.

5.12 Tax Matters.

(a) (i) Except as set forth in Schedule 5.12(a)(i), all income and other material Tax Returns relating to the Purchased Assets or the Business required to be filed by or on behalf of Seller or any Affiliated Group of which Seller is or was a member have been duly and timely filed with the appropriate Taxing Authority in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns are true, complete and correct in all material respects; and (ii) all income and other material Taxes relating to the Purchased Assets or the Business payable by or on behalf of Seller or any Affiliated Group of which Seller is or was a member have been fully and timely paid.

(b) All deficiencies asserted in writing or assessments made in writing as a result of any examinations by any Taxing Authority of the Tax Returns related to the Purchased Assets or the Business have been fully paid, and there are no other audits or investigations related to the Purchased Assets or the Business by any Taxing Authority in progress, nor has Seller received any notice from any Taxing Authority that it intends to conduct such an audit or investigation related to the Purchased Assets or the Business.

(c) Schedule 5.12(c) lists (i) all income and other types of material Taxes paid, and all types of material Tax Returns filed by or on behalf of Seller, in connection with, or with respect to, the Purchased Assets or the Business for the prior 3 year period and (ii) all of the jurisdictions that impose such Taxes and/or impose a duty on Seller to file such Tax Returns. Seller has made available complete copies of material Tax Returns relating to the Purchased Assets or the Business relating to taxable periods that ended after December 31, 2021.

(d) Seller has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and has duly and timely withheld and paid over to the appropriate Taxing Authorities all amounts required to be so withheld and paid over under all applicable Laws.

(e) No claim has been made by a Taxing Authority in a jurisdiction in which Seller does not currently file a Tax Return such that Seller is or may be subject to taxation by that jurisdiction.

(f) Except as set forth on Schedule 5.12(f), no agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes (including, but not limited to, any applicable statute of limitation) or the period for filing any Tax Return (other than extensions of time for which to file granted in the ordinary course), has been executed or filed with any Taxing Authority by or on behalf of Seller. Seller has not requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed.

(g) There is no contract, agreement, plan or arrangement covering any Person that, individually or collectively, could give rise to the payment of any amount that would not be deductible by Purchaser, Seller or any of their respective Affiliates by reason of Section 280G of the Code.

(h) There are no Liens for Taxes upon the Purchased Assets, except for Liens arising as a matter of Law relating to current Taxes not yet due and payable.

(i) Seller is not a foreign person within the meaning of Section 1445 of the Code.

(j) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for federal income tax purposes.

(k) No issue has been raised by written inquiry by any Governmental Authority, which, by application of the same principles, would reasonably be expected to adversely affect the Tax treatment of the Purchased Assets or the Business in any taxable period (or portion thereof) ending after the Closing Date.

(l) No power of attorney entered into outside of the ordinary course of business with respect to any Tax matter is currently in force with respect to the Purchased Assets or the Business that would, in any manner, bind, obligate, or restrict Purchaser.

(m) Seller has not executed or entered into any agreement with, or obtained any consents or clearances from, any Taxing Authority, or has been subject to any ruling guidance specific to it, that would be binding on Purchaser for any taxable period (or portion thereof) ending after the Closing Date.

(n) None of the transactions taken pursuant to this Agreement by Seller will give rise to any withholding obligation under any provision of Law (including Section 1445 of the Code).

5.13 Material Contracts.

(a) Schedule 5.13(a) sets forth a list of all of the following Contracts to which Seller or the Business is a party or by which Seller or the Business is bound (any such Contract required to be disclosed on Schedule 5.13(a) and any Personnel IP Contract, a "Material Contract"):

(i) Any (A) Lease or (B) lease of personal property involving annual payments in excess of \$10,000;

(ii) any Contract (A) limiting in any respect the right of Seller or the Business to engage in any line of business, to compete with any Person in any line of business, to compete with any Person or the manner or locations in which any of them may engage or hire or solicit any Person for employment or other business relationship, or (B) prohibiting or limiting the right of Seller to make, sell or distribute any products or services;

(iii) any Contract for the purchase, acquisition or sale of materials, goods, services, equipment or other assets providing for annual payments made by or to Seller or the Business of \$10,000 or more;

(iv) any Contract for the sale of any of the assets or properties of Seller or the Business or for the grant to any Person of any preferential rights to purchase any such assets or properties, in each case, other than in the Ordinary Course of Business;

(v) each limited liability company agreement, partnership agreement, joint venture agreement, strategic alliances, collaboration and other similar Contract (however named) that involves sharing profits or losses by Seller with any other Person;

(vi) any Contract relating to the acquisition (by merger, purchase of stock or assets or otherwise) by Seller or the Business of any operating business or material assets or the capital stock of any other Person;

(vii) any Contract providing for or relating to Seller Expenses or the incurrence, assumption, guarantee or payoff of any Indebtedness or imposing a Lien on any of the material assets or properties of Seller, that would not be scheduled in the Chapter 11 Cases;

(viii) any Contract relating to employment, compensation (including salary or bonus), severance, consulting or indemnification between Seller and any of its officers, directors, employees, independent contractors or consultants, including any that would become payable as a result of the consummation of the transactions contemplated hereby, or any Contract that restricts the ability of Seller to terminate the employment of such Person or such agreement at any time for any lawful reason or for no reason without liability (including severance obligations);

(ix) any collective bargaining agreement or Contract with any labor union, works council, labor organization, group of employees or any collective bargaining representative;

(x) any Contract for capital expenditures or the acquisition or construction of fixed assets;

(xi) any Contract with a Key Vendor;

(xii) any Contract with a Key Customer;

(xiii) any Contract with any customer that includes terms materially different from the terms of Seller's standard form customer agreement which has been made available to Purchaser;

(xiv) any settlement Contract arising out of any Action asserted by any Person (including any Governmental Body);

(xv) any sales agency, sales representation, reseller, distributorship, dealer, broker, franchise or similar Contract;

(xvi) any Government Contract;

(xvii) any Contract with (A) a "key man" provision, requirement or similar provision or that otherwise provides a Person with any rights in the event that a particular Person ceases to provide services under such Contract or remain employed or engaged by Seller, (B) a most favored nation, favored customer, or similar provision, (C) exclusivity obligation or (D) minimum purchase, service level guarantees, guaranteed payments or obligations or similar provisions;

(xviii) any (A) Inbound IP License other than licenses granted by any third Person to Seller for Open Source Software or off-the-shelf Software commercially available on standard, non-negotiated terms for a one-time or annual fee (whichever is higher) of no more than \$10,000 and (B) Outbound IP Licenses other than non-exclusive licenses of Intellectual Property granted by Seller or the Business to customers in the Ordinary Course of Business;

(xix) any Contract providing for the invention, creation, conception or other development of any Intellectual Property (A) by Seller or the Business for any third Person, (B) by any third Person for Seller or the Business (other than any Personnel IP Contracts) or (C) jointly by Seller and any third Person;

(xx) any Contract providing for the assignment or transfer of any ownership interest in any Intellectual Property by (A) Seller or the Business to any third Person or (B) any third Person to Seller or the Business (other than any Personnel IP Contracts);

(xxi) any Contract that requires Seller or the Business to indemnify any Person (excluding indemnities contained in agreements for the purchase, sale or license of products or services entered into in the Ordinary Course of Business);

(xxii) any Contract or plan (including any equity incentive plan) relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any equity interests of Seller (including phantom equity) or any options, warrants, convertible notes or other rights to purchase or otherwise acquire any such securities or options, warrants or other rights therefor; and

(xxiii) any other Contract that is material to the Business.

(b) With respect to each Government Contract, for the last five (5) years, Seller and the Business have not: (i) materially breached or materially violated any Law, clause, provision or requirement pertaining to any Government Contract; (ii) been debarred or suspended from bidding on Government Contracts by a Governmental Body, or declared nonresponsible or ineligible for, government procurement pursuant to 48 C.F.R. Subpart 9.4, or any comparable state or local Laws and, to the Knowledge of Seller, no facts or circumstances exist that could reasonably be expected to give rise to debarment, suspension, or a declaration that the Seller or the Business is ineligible for government procurement; (iii) received any adverse findings in audits or investigations by any Governmental Body with respect to any Government Contract that remain unresolved; (iv) received any material written notice of breach, cure, show cause or default from any Governmental Body with respect to any Government Contract; (v) had any Government Contract terminated by any Governmental Body for default or failure to perform; or (vi) made any disclosure with respect to any material irregularity, misstatement or omission involving a Government Contract. All representations, certifications required under each Government Contract and statements executed and submitted by Seller or the Business in connection with Government Contracts were correct in all material respects as of their respective effective dates. Seller is not the subject of any pending claim pursuant to the False Claims Act (31 U.S.C. §§ 3729

et seq.) or any comparable state or local Laws and, to the Knowledge of Seller, no facts or circumstances exist that could reasonably be expected to give rise to a claim under the False Claims Act or any comparable state or local Laws against Seller or the Business. Seller and its officers, directors and employees have complied in all material respects with applicable procurement Laws governing the awarding and performance of Government Contracts. To Seller's Knowledge, neither Seller nor any of its directors, officers, or employees has had access to confidential or non-public information in connection with Government Contracts to which they were not lawfully entitled.

(c) (i) Seller has not received any notice of any default or event that (with due notice or lapse of time or both) would constitute a default by Seller or the Business under any Material Contract, (ii) each Material Contract is a legal, valid and binding obligation of Seller and is in full force and effect (except to the extent subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally and general equitable principles), (iii) to Seller's Knowledge, no other party to any Material Contract is (with or without the lapse of time or the giving of notice, or both) in material breach of or in material default under any Material Contract, and (iv) no party to any Material Contract has exercised or, to Seller's Knowledge, threatened to exercise any termination rights with respect to any such Material Contract, (v) no party to any Material Contract has threatened to breach or adversely modify any Material Contract, and (vi) no party to any Material Contract has provided notice that such party does not intend to renew any Material Contract. Seller and the Business have in all material respects performed all obligations required to be performed by it to date under each Material Contract and Seller and the Business are not in default or breach of any Material Contract (with due notice or lapse of time or both). Seller has made available to Purchaser true, correct and complete copies of each of the Material Contracts, together with all amendments, modifications or supplements thereto.

5.14 Labor Matters.

(a) Schedule 5.14(a) sets forth a true, correct, and complete list as of a date within five days of the date hereof, of all (i) Employees and (ii) independent contractors and consultants of Seller (other than those employed or retained by third-party corporate entities), in each case, showing for each individual the individual's date of hire or engagement, hourly rate or salary or other basis of compensation (including annual bonus payments such individual is eligible to receive for the current calendar year), full-time or part-time status, exempt or non-exempt classification under the Fair Labor Standards Act and its state and local equivalents ("FLSA"), job title or function, location (state), paid time off accrued, an indication as to whether the individual is on a leave of absence, and an indication as to whether the individual holds a Seller-sponsored visa or other temporary work authorization, including the expiration date of such temporary work authorization. No material changes to the information contained in Schedule 5.14(a) have occurred with regard to the information contained therein as of the date hereof and, to Seller's Knowledge, no Key Employee intends to terminate his or her employment relationship with Seller.

(b) Seller is not, and has never been, a party to or otherwise bound by any collective bargaining agreement or other Contract with a labor union or labor organization, Seller is not currently negotiating a collective bargaining agreement, and no employee of Seller is, or in

the past three (3) years has been, represented by any union or labor organization with respect to such employee's employment with Seller. In the past three (3) years, there has been no pending or threatened (i) union organization activity by any union, labor organization, or employees of Seller or (ii) labor dispute (e.g., strike, picketing, slowdown, lockout, unfair labor practice charge before the National Labor Relations Board or other similar tribunal, material grievance, or material arbitration) involving Seller. The execution and delivery of this Agreement and the performance of this Agreement do not require Seller to seek or obtain any consent, engage in consultation with, or issue any notice to or make any filing with any unions, labor organizations, or groups of employees of Seller;

(c) Seller is not subject to any Order, consent decree, or settlement agreement that limits or affects its ability to manage its Employees, service providers, or job applicants.

(d) Except as set forth on Schedule 5.14(d), to Seller's Knowledge, it is, and for the past three (3) years has been, in material compliance with all Laws relating to the employment of labor (including but not limited to those Laws related to the terms and conditions of employment, unfair labor practices, immigration, wages, hours, FLSA classification, benefits, child labor, discrimination, harassment, retaliation, the WARN Act, classification of independent contractors, worker safety and any other employment related matter). Seller has not, in the past three (3) years, incurred, and, to Seller's Knowledge, no circumstances exist under which Seller would reasonably be expected to incur, any Liability arising from the failure to pay wages (including overtime wages), the misclassification of employees as independent contractors, the misclassification of employees as exempt from the requirements of the FLSA or similar state Laws, or a joint-employer relationship.

(e) Within the past six (6) months prior to the date of this Agreement, (i) there has been no "mass layoff" or "plant closing" (as defined under the WARN Act) with respect to Seller and (ii) Seller has not been affected by any transaction that would trigger application of the WARN Act in the past six (6) months. Seller has complied in all material respects with the WARN Act and has no plans to undertake any actions that would trigger the WARN Act.

(f) The Employees are authorized and have appropriate documentation to work in the jurisdictions in which they work, and Seller has taken all steps legally required to verify that such Employees are authorized to work in their respective locations. Seller has never been notified of any pending or threatened investigation by any branch or department of U.S. Immigration and Customer Enforcement ("ICE") or other federal agency charged with administration and enforcement of federal immigration laws concerning Seller, and Seller has never received any "no match" notices from ICE, the Social Security Administration or the IRS.

(g) In the past three (3) years, (i) to Seller's Knowledge no formal allegations of sexual harassment or sexual misconduct have been made against any executive level employee, (ii) Seller has not entered into any settlement or separation agreements related to allegations of sexual harassment or sexual misconduct by an employee of Seller; (ii) to Seller's Knowledge, no Key Employee has left Seller wholly or partly as a result of an allegation of unlawful harassment (whether substantiated or not); (iii) Seller has investigated and taken reasonably prompt corrective action to prevent further discrimination and harassment with respect to each such allegation with

potential merit; and (iv) Seller has not incurred, and, to Seller's Knowledge, no circumstances exist under which Seller would reasonably be expected to incur, any Liability resulting from an allegation of sexual harassment or sexual misconduct.

(h) To Seller's Knowledge, no Employee of Seller is in any respect in violation of any material term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or obligations: (i) to Seller or (ii) to a former employer of any such individual relating to the right of such individual to be employed by Seller.

5.15 Employee Benefits.

(a) Schedule 5.15(a) sets forth a correct and complete list of each "employee benefit plan" (within the meaning of Section 3(3) of ERISA), and each employment, consulting, collective bargaining, equity, equity-based or cash incentive, severance, separation, termination, change-in-control, retention, transaction, "stay," deferred compensation, tax gross-up, retirement, health, welfare and fringe benefit, paid time off or similar plan, program, policy or agreement, whether individual or broad-based, sponsored, maintained, contributed to, or required to be sponsored, maintained or contributed to, by Seller, or as to which Seller has any Liability (all such plans, programs, policies and agreements, collectively, the "Seller Plans"). Each Seller Plan has been established, maintained, administered and funded, in all material respects, in accordance with its terms and in compliance with all applicable Law, including ERISA and the Code. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified, and, to Seller's Knowledge, nothing has occurred with respect to the operation of such Seller Plan that could reasonably be expected to cause the loss of such qualification.

(b) Seller has made available to Purchaser correct and complete copies of each Seller Plan, and to the extent applicable: (i) all plan documents, including any related trust documents, insurance contracts or other funding arrangements, and all amendments thereto, (ii) for the most recent plan years, (A) the IRS Form 5500 and all schedules thereto, (B) audited financial statements and (C) actuarial or other valuation reports; (iii) the most recent IRS determination letter or opinion letter, as applicable, (iv) the most recent summary plan descriptions and other material communications to employees regarding Seller Plans, (v) written summaries of all non-written Seller Plans, and (vi) any non-routine correspondence with any Governmental Body regarding Seller Plans.

(c) No Seller Plan is, and neither Seller nor any of its ERISA Affiliates has at any time had any Liability with respect to, (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA), subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, including a "multiemployer plan" (as defined in Section 3(37) of ERISA) or (ii) a plan or arrangement providing for, post-employment health or life insurance benefits or coverage, or other retiree welfare benefits, to any Person (other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code, or any similar state Laws, and at the sole expense of such Person). No individual who has performed services for Seller has been improperly excluded from participation in any Seller Plan.

(d) All contributions (including all employer contributions and employee salary-reduction contributions), premiums and other payments under or in connection with each Seller Plan required to have been made under the terms of such Seller Plan or pursuant to applicable Laws have been timely made.

(e) Seller does not have any plan or commitment to establish any new Seller Plan, to modify any Seller Plan (except to the extent required by any applicable Law or to conform any such Seller Plan to the requirements of any applicable Law).

(f) With respect to any Seller Plan, (i) no Actions, suits, claims (other than routine claims for benefits in the ordinary course), audits, inquiries, proceedings or lawsuits are pending, or, to Seller's Knowledge, threatened against any Seller Plan, the assets of any of the trusts under such plans or the plan sponsor or administrator, or against any fiduciary of any Seller Plan with respect to the operation thereof, and (ii) to Seller's Knowledge, no facts or circumstances exist that could reasonably be expected to give rise to any such actions, suits, claims, audits, inquiries, proceedings or lawsuits. No event has occurred, and to Seller's Knowledge, no condition exists that would, by reason of Seller's affiliation with any of its ERISA Affiliates, subject Seller to any material tax, fine, lien, penalty or other Liability imposed by ERISA, the Code or other Laws.

(g) Neither the execution and delivery of this Agreement nor the consummation of the Transactions, whether alone or in connection with any other event, (i) result in any payment or benefit becoming due to any current or former employee, contractor or director of Seller or under any Seller Plan, (ii) increase any amount of compensation or benefits otherwise payable to any current or former employee, contractor or director of Seller or under any Seller Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any benefits to any current or former employee, contractor or director of Seller or under any Seller Plan, or (iv) limit the right to merge, amend or terminate any Seller Plan.

(h) Neither the execution and the delivery of this Agreement nor the consummation of the Transactions, whether alone or in connection with any other event, will result in payments or benefits (including accelerated vesting) to any current or former employee or director of Seller that (i) would not be deductible to the payor as a result of Section 280G of the Code or (ii) would result in any excise tax on any such current or former employee or director under Section 4999 of the Code.

(i) Each Seller Plan which is a "nonqualified deferred compensation plan" subject to Section 409A of the Code and the regulations and other guidance issued thereunder ("Section 409A") has, to Seller's Knowledge, been documented, established, operated and maintained in compliance with Section 409A in all material respects. Seller maintains no obligations to gross-up or reimburse any individual for any Tax or related interest or penalties incurred by such individual, including under Section 409A or Section 4999 of the Code or otherwise.

5.16 Intellectual Property.

(a) Schedule 5.16(a) sets forth a complete and accurate list of all (i) Patents, pending applications for Patents, registered Trademarks, pending applications for registration of Trademarks, registered Copyrights, pending applications for registration of Copyrights, and Domain Names included in the Owned Intellectual Property (collectively, the “Registered Intellectual Property”), and (ii) material unregistered Trademarks owned or purported to be owned by Seller; including, for each item of Registered Intellectual Property, the record owner, the jurisdiction in which such item has been issued, registered or filed, the issuance, registration or application number and date, as applicable, and the status and registrar, as applicable. All necessary registration, maintenance, renewal and other relevant filings and fees due and payable to any Governmental Body or Domain Name registrar to maintain all material Registered Intellectual Property in full force and effect have been timely submitted and fully paid. All Registered Intellectual Property is subsisting, and to Seller’s Knowledge valid and enforceable, and all other material Owned Intellectual Property is to Seller’s Knowledge valid and enforceable.

(b) Seller (i) is the sole and exclusive owner of all right, title and interest in and to all Owned Intellectual Property, and (ii) has valid, enforceable and continuing rights to use any Licensed Intellectual Property pursuant to a valid and enforceable written Inbound IP License (complete and correct copies of which have been made available to Purchaser), as the same is used in the conduct of the Business as currently conducted, free and clear of all Liens other than Permitted Liens. The Purchased Intellectual Property constitutes all Intellectual Property used in or held for use in, and all Intellectual Property necessary and sufficient for, the conduct and operation of the Business as currently conducted.

(c) The conduct and operation of the Business, including the manufacturing, licensing, marketing, importation, offer for sale, sale or use of the products and services of the Business as presently conducted, have not infringed, misappropriated, diluted, used without authorization, or otherwise violated, and do not infringe, misappropriate, dilute, use without authorization or otherwise violate any Intellectual Property of any third Person. The Seller is not the subject of any pending or, to Seller’s Knowledge, threatened Actions either: (i) alleging or involving a claim against Seller of infringement, misappropriation, dilution, use without authorization or other violation of any Intellectual Property of any Person by Seller or the Business; or (ii) challenging (A) the use, practice or other exploitation of any Purchased Intellectual Property by Seller or the Business, (B) the ownership of any Owned Intellectual Property by Seller or the Business, or (C) the validity or enforceability of any Purchased Intellectual Property. The Seller has not received any written notice of any such threatened claim or challenge, and, to Seller’s Knowledge, there are no facts or circumstances that would form the basis for any such claim or challenge.

(d) To Seller’s Knowledge, no Person has infringed, misappropriated, diluted, used without authorization or otherwise violated, or is currently infringing, misappropriating, diluting, using without authorization or otherwise violating any Purchased Intellectual Property, and no such claims have been made in writing against any third Person by Seller.

(e) Seller has taken and does take adequate security measures at least consistent with those in the industry in which Seller operates to protect and maintain the secrecy, confidentiality and value of all Trade Secrets (i) included in the Purchased Intellectual Property or (ii) owned by any third Person to whom Seller has a confidentiality obligation. No Trade Secret material to the Business as presently conducted has been authorized by Seller to be disclosed, or has been actually disclosed by Seller or the Business, to any third Person other than pursuant to a valid and enforceable written non-disclosure agreement restricting the disclosure and use thereof, and to Seller's Knowledge, no such third Person is in violation of any such agreement or has otherwise misappropriated any such material Trade Secret.

(f) Except as set forth on Schedule 5.16(f), Seller has executed valid and enforceable written agreements with each of its past and current founders, officers, directors, employees, independent contractors and consultants who have been or are currently involved in the development of any Intellectual Property for or on behalf of Seller or the Business pursuant to which each such third Person has (i) presently assigned to Seller all of such third Person's right, title, and interest in and to all Intellectual Property created or developed for Seller or the Business in the course of such third Person's involvement, employment, engagement or retention thereby, and which assignment is valid under applicable Law; and (ii) agreed to hold all Trade Secrets of Seller and the Business in confidence both during and after such third Person's involvement, employment, engagement or retention, as applicable (collectively, the "Personnel IP Contracts"). To Seller's Knowledge, no third Person is in default or breach of any such Personnel IP Contract.

(g) Seller owns, or has a valid right to access and use pursuant to a valid, written Inbound IP License, the IT Systems. Seller takes and has taken reasonable measures to maintain and protect the performance, confidentiality, integrity and security of the IT Systems (and all software, information and data stored or contained therein or transmitted thereby). The IT Systems are adequate and sufficient for, and operate and perform in all material respects as required in connection with, the operation of the Business as currently conducted. The IT Systems do not contain any viruses, worms, Trojan horses, bugs, faults or other devices, errors, contaminants or effects that (i) materially disrupt or adversely affect the functionality of any IT Systems, or (ii) enable or assist any Person to access without authorization any IT Systems. Except as set forth on Schedule 5.16(g), to the Knowledge of Seller, there have been no (y) security breaches or unauthorized use, access or intrusions of any IT Systems or (z) failures, breakdowns, continued substandard performance, outages or unscheduled downtime or other adverse events affecting any of the IT Systems that have caused or resulted in a material disruption to the operation of the Business. Seller has reasonable back-up and disaster recovery arrangements in the event of a failure of the IT Systems.

(h) Schedule 5.16(h) sets forth a complete and accurate list of: (i) all Seller Software, and (ii) all other Software used in and material to the Business as currently conducted, excluding (A) Open Source Software and (B) off-the-shelf Software commercially available on standard, non-negotiated terms for a one-time or annual fee (whichever is higher) of no more than \$10,000. Except as set forth in part (iii) of Schedule 5.16(h), all Seller Software was created solely by employees of Seller within the scope of their employment. Part (iv) of Schedule 5.16(h) identifies all countries in which the development of the Software described under Section 5.16(h)(i) was conducted.

(i) Except as set forth on Schedule 5.16(i)(A), none of the source code or related documentation or materials for any Seller Software has been licensed or provided to, or otherwise used or accessed by, any third Person other than employees, consultants and contractors of Seller, in each case, who or that have entered into written confidentiality contracts with Seller with respect to such source code or related materials. Except as set forth on Schedule 5.16(i)(B), Seller is not a party to any source code escrow agreement or otherwise obligated to provide to any third Person (or escrow agent for the benefit of any Person) the source code for any Seller Software. None of the source code or related materials for any Seller Software is in escrow or under any obligation to be deposited in escrow.

(j) Schedule 5.16(j) sets forth a complete and correct list of all Open Source Software that is included, incorporated or embedded in, linked to, combined or distributed with, or otherwise used (whether in development, maintenance, operation, delivery, or otherwise) by Seller in connection with any Seller Software.

(k) No Open Source Software has been included, incorporated or embedded in, linked to, combined or distributed with, or otherwise used in connection with, any Seller Software or any products of the Business, in each case, in a manner that requires or obligates Seller to: (i) the contribute, license, attribute or disclose to any Person (including any open source community) of any portion of the source code included in Seller Software; (ii) license any Seller Software for making modifications or derivative works; (iii) disclosed, contribute, distribute, license or otherwise make available to any third Person any Seller Software for no or nominal charge, or (iv) grant a license to, or refrain from asserting or enforcing, any of its Patents. Seller and the Business are in compliance with the terms and conditions of all relevant licenses for Open Source Software used in the Business.

(l) To Seller's Knowledge, Seller Software is free from any defect, bug, virus, design or documentation error or corruptant that would have a material effect on the operation or use of Seller Software. None of Seller Software contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus" or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing or that without user intent will cause, 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 or other device on which such Seller Software is stored, installed or used; (ii) damaging or destroying any data or file without the user's consent; or (iii) sending information to Seller or any other Person. None of Seller Software: (x) constitutes, contains or is considered "spyware" or "trackware" (as such terms are commonly understood in the software industry); (y) records a user's actions without such user's knowledge (and, where a user's consent is required pursuant to applicable Law, without such user's consent); or (z) gathers or transmits information regarding a user or a user's behavior, in each case, without such user's knowledge (and, where a user's consent is required pursuant to applicable Law, without such user's consent). Seller implements and maintains, and has at all times implemented and maintained, in all material respect industry standard procedures to mitigate against the likelihood that Seller Software contains any Software routines or hardware components designed to permit unauthorized access to, or disable, erase or otherwise harm, Software, hardware or data.

(m) Except as set forth in Schedule 5.16(m), no former or current founder, officer, director, employee, independent contractor or consultant of Seller who has contributed to the creation or development of any Owned Intellectual Property has performed services for the government or a university, college, other educational institution or research center during a period of time during which such founder, officer, director, employee, independent contractor or consultant was also performing services for Seller.

(n) Neither the execution and delivery of this Agreement nor the consummation of the Transactions will result in: (i) the loss, termination or impairment of, or any Lien on, any Purchased Intellectual Property; (ii) the release, disclosure or delivery of any source code included in Seller Software to any third Person; (iii) the grant, assignment or transfer to any third Person of any license or other right or interest under, to or in any Purchased Intellectual Property; (iv) the payment of any additional consideration to, or the reduction of any payments from, any Person with respect to any Purchased Intellectual Property; or (v) the breach of, or creation on behalf of any Person of the right to terminate or modify any Contract relating to Purchased Intellectual Property.

5.17 Data Privacy.

(a) With respect to the Business, Seller, and, to Seller's Knowledge, any Person acting for or on behalf of Seller, is, and for the past three (3) years has been, in material compliance with all Privacy Requirements. Seller has implemented and maintained adequate policies, procedures and systems for receiving and appropriately responding to requests from individuals concerning their Personal Information. Neither Seller nor any Person acting on its behalf has received any notice of any claims, charges, investigations or regulatory inquiries related to or alleging the violation of any Privacy Requirements in connection with the Business, and, to Seller's Knowledge, there are no facts or circumstances that could form the basis for any such claim, charge, investigation or regulatory inquiry.

(b) In each case with respect to the Business, Seller has (i) implemented and maintained reasonable and appropriate security procedures and practices, including technical and organizational safeguards, at least consistent with practices in the industry in which Seller operates, to protect all Personal Information and other confidential data in its possession or under its control against loss, theft, misuse, or unauthorized access, use, modification, alteration, destruction or disclosure, including by implementing, maintaining and monitoring compliance with, policies and procedures regarding (x) the Processing of such Personal Information, and (y) the periodic destruction of Personal Information which no longer serves a legitimate business purpose (to the extent not prohibited by applicable Law or any privacy policies or contractual commitments of Seller), and (ii) taken reasonable steps to ensure, including by making contractual commitments to the extent required by applicable Privacy Laws or as otherwise appropriate, that any third Person with access to Personal Information collected by or on behalf of Seller as it relates to the Business has implemented and maintains the same. To Seller's Knowledge, any third Person who has provided any Personal Information to Seller has done so in compliance with applicable Privacy Laws, including providing any notice and obtaining any consent required.

(c) Except as set forth on Schedule 5.17(c), there have been no material breaches or security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in the possession or control of Seller or Processed by or on behalf of Seller as it relates to the Business, and Seller has not provided or been legally required to provide any notices to any Person in connection with any disclosure of any Personal Information. Seller has implemented reasonable disaster recovery and business continuity plans, and taken actions consistent with such plans, to the extent required, to safeguard all data and Personal Information in its possession or control. Seller has conducted commercially reasonable privacy and data security audits at reasonable and appropriate intervals and has resolved or remediated any privacy or data security issues or vulnerabilities identified. Neither Seller nor any third Person acting at the direction or authorization of Seller has paid: (i) any perpetrator of any data breach incident or cyber-attack or (ii) any third Person with actual or alleged information about a data breach incident or cyber-attack.

(d) Seller is not subject to any contractual requirements or other legal obligations that, following the Closing, would prohibit the Business or Purchaser from Processing any Personal Information in the manner in which Seller Processed such Personal Information in connection with the Business prior to the Closing. The transfer of Personal Information in connection with the Transactions will not violate any Privacy Requirements as they currently exist or as they existed at any time during which any of the Personal Information was collected or obtained.

(e) With respect to the Business, Seller is not a "Covered Entity" or a "Business Associate," as such terms are defined under the Health Insurance Portability and Accountability Act as amended, 42 U.S.C. § 1320d et seq., ("HIPAA"), and Seller does not collect, store or transmit "Protected Health Information" as defined under applicable HIPAA regulations.

5.18 Brokers and Finders. Neither Seller nor any other Person has, directly or indirectly, any obligation, fixed or contingent, to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions, other than to Rock Creek Advisors, LLC.

5.19 Related Party Transactions.

(a) Except as set forth in Schedule 5.19 and other than (i) standard employee benefits generally made available to all employees and (ii) standard director and officer indemnification agreements approved by the board of managers or other applicable governing body, there are no agreements, understandings or proposed transactions between Seller and any of its officers, directors, or Key Employees, or any Affiliate thereof.

(b) Seller is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing or to any shareholders of Seller or any Affiliate of any shareholder of Seller, other than in connection with expenses or advances of expenses incurred in the Ordinary Course of Business or employee relocation expenses and for other customary employee benefits made generally available to all employees, that will not be scheduled in the Chapter 11 Cases. None of Seller's directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing, or any shareholder of Seller or any of their Affiliates are, directly or indirectly, indebted

to Seller for Indebtedness that will not be scheduled in the Chapter 11 Cases, or have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of Seller's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any firm, company, partnership or corporation with which Seller is affiliated or with which Seller has a business relationship, or any firm, company, partnership or corporation which competes with Seller except such Persons may own two percent (2%) of the outstanding capital stock or other equity securities of a Person whose shares or other equity securities are traded on a national securities exchange even if such Person competes with Seller, or (iii) financial interest in any material contract with Seller.

5.20 Certain Payments; Sanctions and Export Controls.

(a) Neither Seller nor to Seller's Knowledge, any director, manager, officer, or employee of Seller or any other Person acting on Seller's behalf, has directly or indirectly (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any Person, private or public, regardless of form, whether in money, property or services, or (ii) except as set forth on Schedule 5.20(a)(ii), established or maintained any fund or asset with respect to Seller or the Business that has not been recorded in the books and records of Seller.

(b) To Seller's Knowledge, Seller's directors (or equivalent), managers, officers and employees, are in compliance in all material respects with all Anti-Corruption and Anti-Money Laundering Laws. Seller is not (nor any of its directors (or equivalent), managers, officers, employees, agents or Affiliates) a Governmental Body or instrumentality of a Governmental Body. Seller and the Business have not (nor, to Seller's Knowledge, any of its directors (or equivalent), managers, officers, employees, agents or Affiliates) been the subject of any investigations, reviews, audits or inquiries by a Governmental Body related to Anti-Corruption and Anti-Money Laundering Laws, and, to Seller's Knowledge, no investigation, review, audit, or inquiry by any Governmental Body with respect to Anti-Corruption and Anti-Money Laundering Laws is pending or threatened.

(c) Neither Seller nor, to Seller's Knowledge, any director, manager, officer, or employee of Seller or the Business (i) is a Person with whom transactions are prohibited or limited under any U.S. economic sanctions Laws, including those administered by the Office of Foreign Assets Control, or (ii) in the past five (5) years have violated any U.S. economic sanctions Laws. None of the Products or services sold by Seller are subject to any U.S. export control Laws.

5.21 Banks; Powers of Attorney. Schedule 5.21(a) sets forth a true, correct and complete list of the names and locations of all banks in which the Seller has depository bank accounts, safe deposit boxes or trusts or other account into which any business customer makes a payment, the account numbers of such accounts and the names of persons authorized to draw thereon or otherwise have access thereto. Except as set forth on Schedule 5.21(b), there are no outstanding powers of attorney executed on behalf of the Seller with respect to (a) the Business or (b) the Purchased Assets.

5.22 Business Relationships.

(a) Each customer of Seller and the Business is a party to a customer agreement and terms of service in the forms provided to Purchaser.

(b) Schedule 5.22(b) sets forth a list of the top twenty (20) customers of Seller and the Business (the “Key Customers”), as measured by the dollar amount of the aggregate revenue generated by each Key Customer during the fiscal year ended December 31, 2023 and for the two-month period ended February 29, 2024, showing the approximate total revenue for each Key Customer during each such period.

(c) Schedule 5.22(c) sets forth a list of the top twenty (20) vendors of Seller and the Business (the “Key Vendors”), as measured by the dollar amount of the aggregate fees paid by Seller to such Key Vendors during the fiscal years ended December 31, 2023 and for the 2-month period ended February 29, 2024, showing the approximate total payments by Seller to such Key Vendors during each such period.

(d) Since December 31, 2023, none of the Key Customers or Key Vendors has terminated or provided notice to terminate its relationship with Seller or materially reduced or changed the terms of its business with Seller or the Business and, to Seller’s Knowledge, no Key Customer or Key Vendor intends to terminate or materially reduce or change the terms of its business with Seller. Seller has in all material respects performed all obligations required to be performed by it to date under each Contract with a Key Customer or Key Vendor, as applicable and Seller is not in default or breach of any such Contract (with due notice or lapse of time or both). Except as set forth in Schedule 5.22(d), there is no, and during the past twelve (12) months there has been no, Action or other dispute pending or, to Seller’s Knowledge, threatened by or against Seller or the Business or by any Key Customer or any Key Vendor.

5.23 No Additional Representations. Except for the representations and warranties made by Seller in this Article V (including the related portions of the Disclosure Schedule) or in any Ancillary Document, neither Seller nor any other Person makes any express or implied representation or warranty with respect to Seller or its Business, operations, assets, liabilities, conditions (financial or otherwise) or prospects in connection with this Agreement or the Transactions, and Seller hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, other than those representations and warranties made by Seller in this Article V (including the related portions of the Disclosure Schedule) or in any Ancillary Document, neither Seller nor any other Person makes or has made any representation or warranty to Purchaser or any of its Affiliates or Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Business or (b) any oral or, except for the representations and warranties made by Seller in this Article V (including the related portions of the Disclosure Schedule), written information presented to Purchaser or any of its Affiliates or Representatives in the course their due diligence investigation of the Business and the Purchased Assets, the negotiation of this Agreement or in the course of the Transactions (including, without limitation, any information, documents or material made available to Purchaser in any electronic data room, in management presentations or in any other form in expectation of the Transactions).

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties contained in this Article VI to Seller as of the date hereof and as of the Closing Date.

6.1 Organization, Good Standing and Other Matters. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as now being conducted and as presently proposed to be conducted by it except where such failure would not materially and adversely affect Purchaser's ability to consummate the Transactions.

6.2 Authority. Purchaser has all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Ancillary Documents to which Purchaser is a party, and the consummation by Purchaser of the Transactions, have been duly authorized and approved by its respective board of directors (or equivalent governing body), and no other action on the part of Purchaser or each entity's equityholders is necessary to authorize the execution, delivery and performance of this Agreement or any Ancillary Documents to which it is a party by Purchaser and the consummation of the Transactions. This Agreement and each of the Ancillary Documents to which Purchaser is a party has been duly executed and delivered by Purchaser, as the case may be, and, assuming the due execution of this Agreement and each of the Ancillary Documents to which Purchaser is a party by the other Persons that are a party thereto, constitute valid and binding obligations of Purchaser, as the case may be, enforceable against it in accordance with their terms except (a) to the extent that enforceability may be subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership or other Laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

6.3 No Conflict; Required Filings and Consents. The execution and delivery of this Agreement and the consummation of the Transactions by Purchaser will not (a) violate the provisions of each such entity's Organizational Documents, (b) violate any Law or Order to which it is subject or by which any of each such entity's properties or assets are bound, (c) require Purchaser to obtain any consent or approval, or give any notice to, or make any filing with, any Governmental Body, (d) result in a material violation or breach of (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation, modification or acceleration under, or require the consent of any third party to, any material Contract to which Purchaser is a party, or (e) result in the imposition or creation of any Lien upon or with respect to any of Purchaser's assets or properties; excluding from the foregoing clauses (b) through (e) consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation, modification or termination, and Liens, the existence of which

would not, individually or in the aggregate, materially and adversely affect Purchaser's ability to consummate the Transactions.

6.4 Litigation. There are no Actions pending against, or threatened against, Purchaser that would materially and adversely affect Purchaser's ability to consummate the Transactions.

6.5 Financing. Purchaser at the Closing will have, sufficient funds available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Transactions.

6.6 Brokers and Finders. Neither Purchaser nor any other Person acting on its behalf has, directly or indirectly, any obligation, fixed or contingent, to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

6.7 Independent Investigation. Purchaser has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purposes. In particular, Purchaser has (a) had the opportunity to meet with the officers and other Representatives of Seller to discuss the Business and the Purchased Assets and (b) undertaken such due diligence (including a review of the properties, liabilities, books, records and Contracts of Seller) and made its own independent examination, investigation, analysis and evaluation of the Business and the Purchased Assets, including its own estimate of the value of the Purchased Assets, as Purchaser deems adequate to make an informed decision regarding the purchase of the Purchased Assets. In making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article V of this Agreement (including the related portions of the Disclosure Schedule) and in any Ancillary Document.

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Approval of Break-Up Fee and Expense Reimbursement. Seller acknowledges and agrees that Purchaser has expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller and the Business. In consideration therefor, Seller shall file with and seek the approval of the Bankruptcy Court of the Bidding Protections Motion, including the Break-Up Fee, Expense Reimbursement, and return of the Purchase Price Deposit, and the entry by the Bankruptcy Court of the Bidding Protections Order approving the payment of the Break-Up Fee in an amount equal to \$720,00.00 and the Expense Reimbursement in an amount not to exceed \$300,000.00 for Purchaser's reasonable out-of-pocket documented expenses incurred in connection with the transactions contemplated hereby and the financing thereof and deeming the Break-Up Fee, the Expense Reimbursement, and return of the Purchase Price Deposit as administrative priority expenses under Sections 503(b) and 507(a)(1) of the Bankruptcy Code. Subject to approval by the Court of the Break-Up Fee and Expense Reimbursement, Seller shall pay to Purchaser the Break-

Up Fee and the Expense Reimbursement and return the Purchase Price Deposit on the second Business Day after the occurrence of any of the following events:

(i) Seller voluntarily withdraws the Sale Motion other than in connection with Seller's termination of this Agreement in accordance with Section 4.4(d) hereof;

(ii) the Bankruptcy Court approves an Alternative Transaction or Restructuring Transaction;

(iii) the Bankruptcy Court fails to enter the Sale Order by the date that is forty-five (45) days after the date hereof;

(iv) if Seller is no longer under the jurisdiction of the Bankruptcy Court through dismissal of the Chapter 11 Cases, and Seller consummates an Alternative Transaction or Restructuring Transaction prior to a date eighteen months following the date hereof; or

(v) Purchaser terminates this Agreement in accordance with the provisions of Section 4.4(c)(viii) hereof.

7.2 Bidding Protections. This Agreement is subject to approval by the Bankruptcy Court. On the Petition Date, Seller shall file a motion seeking the Bankruptcy Court's approval on emergency basis of the Bidding Protections Order and shall obtain entry of the Bidding Protections Order no later than three (3) days following the Petition Date.

7.3 Non-Solicitation Period.

(a) From the time of Seller's and Purchaser's execution and delivery of this Agreement until the Bankruptcy Court's entry of the Bidding Protections Order (the "Non-Solicitation Period"), Seller shall not, nor shall it authorize or permit any Affiliate to, nor shall it authorize or permit any officer, director, manager or employee of, or any investment banker, attorney or other advisor, agent or representative of, Seller (collectively, "Seller Representatives") to solicit or otherwise proactively encourage any entity with respect to the submission of separate bids (each, an "Alternative Transaction"). In the event Seller receives an offer for an Alternative Transaction during the Non-Solicitation Period, Seller shall as promptly as practicable (and in any event within twenty-four (24) hours after receipt) advise Purchaser in writing of the details of such Alternative Transaction (including price) and the identity of the entity submitting the Alternative Transaction and, to the extent known by the Seller, the principals who are backing such entity.

(b) Following entry of the Bidding Protections Order until the deadline for submitting an Alternative Transaction, Seller and Seller Representatives shall not be subject to any restrictions with respect to the solicitation or encouragement of any entity concerning the potential or actual submission of a bid for an Alternative Transaction; provided, however, that within twenty four (24) hours after Seller's receipt of any offer for an Alternative Transaction, Seller must deliver

to Purchaser by electronic mail transmission to Purchaser by the morning of the next business day true and complete copies of any such Alternative Transaction.

7.4 The Sale Order. Seller shall use its reasonable best efforts to cause the Bankruptcy Court to enter a Sale Order, which contains, among other provisions requested by Purchaser, the following provisions:

(a) the sale of the Purchased Assets by a Seller to Purchaser (A) are or will be legal, valid and effective transfers of the Purchased Assets; (B) vest or will vest Purchaser with all right, title and interest of such Seller to the Purchased Assets free and clear of all Liens, claims, encumbrances, and other “interests” pursuant to Section 363(f) of the Bankruptcy Code (other than Liens created by Purchaser); and (C) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the states in which Seller is incorporated and any other applicable non-bankruptcy laws;

(b) all amounts to be paid to Purchaser pursuant to this Agreement constitute administrative expenses under Sections 503(b) and 507(a)(1) of the Bankruptcy Code and are immediately payable if and when the obligations of Seller arise under this Agreement, without any further order of the Bankruptcy Court;

(c) all Persons are enjoined from taking any actions against Purchaser or any Affiliates of Purchaser (as they existed immediately prior to the Closing) to recover any claim which such Person has solely against a Seller or its Affiliates;

(d) pursuant to Section 1146(c) of the Bankruptcy Code, the transactions contemplated by this Agreement shall be exempt from stamp, sales, use, transfer and certain other taxes, the so-called “bulk sales” laws shall be waived in all necessary jurisdictions, and the transactions contemplated herein shall be deemed to be under or in contemplation of a plan to be confirmed under Section 1129 of the Code;

(e) obligations of Seller relating to Taxes, whether arising under law, by this Agreement, or otherwise, shall be fulfilled by Seller;

(f) the provisions of the Sale Order are non-severable and mutually dependent;

(g) provide that Purchaser will not have any successor or transferee liability for liabilities of Seller or any subsidiary of Seller (whether under federal or state law or otherwise) as a result of the sale of the Purchased Assets;

(h) Purchaser has acted in good faith within the meaning of Section 363(m) of the Bankruptcy Code, the transactions contemplated by this Agreement are undertaken by Purchaser and Seller at arm’s length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of Section 363(m) of the Bankruptcy Code;

(i) all Purchased Contracts shall be assumed by Seller and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code and, as required by this Agreement, Seller shall be obligated to pay all Cure Amounts in respect thereof;

(j) except as otherwise set forth in this Agreement to the contrary with respect to the Purchase Price adjustments set forth in Section 3.4, the Bankruptcy Court retains exclusive jurisdiction to interpret and enforce the provisions of this Agreement, the Bidding Protections Order and the Sale Order in all respects; provided, however, that in the event the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this clause or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter;

(k) such other provisions as Purchaser may agree to.

7.5 Bankruptcy Court Approval.

(a) As promptly as practicable after the date of this Agreement, but in no event later than the date the Bidding Protections Motion is filed, Seller shall file, in form and substance satisfactory to Purchaser, the Sale Motion. At least twenty-one (21) days prior to the hearing approving the Sales Order, Seller shall serve a copy of the Sale Motion (along with a copy at the proposed Sale Order and the Bidding Protections Order) on each jurisdiction where the Purchased Assets are subject to Tax, all creditors and equity holders of the Seller, applicable regulators, and all parties that have an interest in the Purchased Assets.

(b) Seller shall use its reasonable best efforts to obtain entry of the Sale Order no later than the Termination Date.

(c) Seller shall cooperate with Purchaser and its representatives in connection with the Sale Order, the Bidding Protections Order and the bankruptcy proceedings in connection therewith. Such cooperation shall include, but not be limited to, consulting with Purchaser at Purchaser's request concerning the status of such proceedings and providing Purchaser with copies of requested pleadings, notices, proposed orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court. Seller further covenants and agrees that the terms of any plan it submits to the Bankruptcy Court for confirmation shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including, without limitation, any transaction contemplated by or approved pursuant to the Sale Order or the Bidding Protections Order.

ARTICLE VIII

COVENANTS

8.1 Access to Information. From the date hereof until the Closing Date, and subject to applicable Law and the Confidentiality Agreement, Purchaser shall, upon reasonable prior notice,

be entitled, through its officers, employees and other authorized Representatives, to make such investigation of the properties, businesses and operations of Seller and the Business and such examination of the books, records and financial condition of Seller and the Business as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours and under reasonable circumstances, and Seller shall cooperate fully therein. No investigation by Purchaser prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of Seller contained in this Agreement or the Ancillary Documents. In order that Purchaser may have full opportunity to make such physical, business, accounting and legal review, examination or investigation as it may reasonably request of the affairs of Seller and the Business, Seller shall cause the officers, employees, consultants, agents, accountants, attorneys and other Representatives of Seller and the Business to reasonably cooperate with such Representatives in connection with such review and examination. Sellers may restrict the foregoing access and the disclosure of information pursuant to this Section 8.1 to the extent that in the reasonable good faith judgment of Seller, (i) any applicable Law requires Seller to restrict or prohibit access to any such properties or information, (ii) the information is subject to confidentiality obligations to a third party that restrict such disclosure, (iii) such disclosure would result in disclosure of any Trade Secrets of third parties, (iv) disclosure of any such information or document would reasonably be expected to result in the loss of attorney-client privilege or (v) such disclosure would cause significant competitive harm to Seller and the Business if the Transactions are not consummated; provided, however, if such access or disclosure is denied, Seller shall promptly notify Purchaser, shall describe in writing the reasons for such denial and shall cooperate with Purchaser to implement any commercially reasonable procedures requested by Purchaser to provide access or disclosure without resulting in the violations or waivers set forth in the foregoing clauses. All investigations and due diligence pursuant to this Section 8.1 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business and shall be conducted at Purchaser's sole cost, risk and expense. Seller shall have the right to have a Representative present at all times during all investigations and due diligence conducted pursuant to this Section 8.1. Seller shall promptly deliver to Purchaser such copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed by Seller in the Chapter 11 Cases. Seller shall promptly provide to Purchaser all documents and materials relating to the proposed sale of the Business including the Purchased Assets, Purchased Contracts or any portion thereof, including, without limitation, with respect to competing bids, and otherwise cooperate with Purchaser, to the extent reasonably necessary in connection with Purchaser's preparation for or participation in any part of the Chapter 11 Cases in which Purchaser's participation is necessary, required or reasonably appropriate. Seller shall promptly deliver to Purchaser all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in any other Action as Purchaser may request. In addition, Seller shall consult with Purchaser with respect to any written or oral communication concerning, in whole or in part, the Transactions.

8.2 Conduct of the Business Pending the Closing.

(a) From the date hereof until the Closing Date, except as expressly contemplated by this Agreement (including the prosecution of the Chapter 11 Cases) or with the

prior written consent of Purchaser, Seller shall conduct the Business only in the Ordinary Course of Business.

(b) From the date hereof until the Closing Date, except as expressly contemplated by this Agreement or with the prior written consent of Purchaser, Seller shall not:

- (i) issue, create, incur, assume or guarantee any Indebtedness;
- (ii) acquire any properties or assets or sell, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets (except for fair consideration in the Ordinary Course of Business) of Seller or the Business;
- (iii) award or pay any bonuses to employees of Seller, or enter into any employment, deferred compensation, severance or similar agreement (nor amend any such agreement) or agree to increase the compensation payable or to become payable by it to any of Seller's directors, officers, employees, consultants, agents or representatives or agree to increase the coverage or benefits available under any severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with such directors, officers, employees, consultants, agents or representatives;
- (iv) enter into, agree to or permit any material modification, amendment or extension of, or terminate, give or receive notice to terminate or permit to lapse, any Material Contract;
- (v) make or rescind any election relating to Taxes, settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or except as may be required by applicable Law or GAAP, make any material change to any of its methods of accounting or methods of reporting income or deductions for Tax or accounting practice or policy from those employed in the preparation of its most recent Tax Returns;
- (vi) subject to any Lien or otherwise encumber or permit, allow or suffer to be encumbered, any of the properties or assets (whether tangible or intangible) of Seller or the Business;
- (vii) enter into or agree to enter into any merger or consolidation with, any corporation or other entity, and not engage in any new business or invest in, make a loan, advance or capital contribution to, or otherwise acquire the securities of any other Person;
- (viii) enter into any commitment for capital expenditures in excess of \$25,000 for any individual commitment and \$100,000 for all commitments in the aggregate;

(ix) enter into, modify or terminate any labor or collective bargaining agreement or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization;

(x) implement any employee layoffs that would result in an obligation to give notice before or following the Closing Date under WARN;

(xi) release, assign, compromise, settle or agree to settle any Action, other than compromises, settlements or agreements that involve only the payment of money damages not in excess of \$25,000 individually or \$100,000 in the aggregate;

(xii) disclose any material Trade Secret of Seller or the Business to any other Person (other than in the Ordinary Course of Business to a Person bound by adequate confidentiality obligations);

(xiii) fail to Process any Personal Information in material compliance with all applicable any Privacy Requirements;

(xiv) enter into any Contract, understanding or commitment that restrains, restricts, limits or impedes the ability of the Business, or the ability of Purchaser, to compete with or conduct any business or line of business in any geographic area;

(xv) make any changes in its financial accounting methods, except insofar as may have been required by (i) applicable Law or (ii) a change in GAAP;

(xvi) fail to take all actions reasonably necessary to protect the confidentiality of, and to protect and secure, any Personal Information in the possession or control of, or Processed by or on behalf of, Seller in connection with the Business;

(xvii) sell, lease, license, sublicense, assign, transfer, abandon, allow to lapse or expire, or otherwise dispose of any Purchased Intellectual Property (other than non-exclusive licenses granted to third Persons in the Ordinary Course of Business or with respect to immaterial or obsolete Intellectual Property);

(xviii) amend the Organizational Documents of Seller; or

(xix) agree to do anything prohibited by this Section 8.2 or anything which would make any of the representations and warranties of Seller in this Agreement untrue or incorrect in any material respect.

8.3 Consents. Seller shall use its reasonable best efforts, and Purchaser shall cooperate with Seller, to obtain at the earliest practicable date all consents and approvals required to consummate the transactions contemplated by this Agreement, including, without limitation, the consents and approvals referred to in Section 5.3(a)(ii) hereof.

8.4 Further Assurances. Each of Seller and Purchaser shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate

with the other party in doing, all things which are necessary, proper or advisable to consummate and make effective the Transactions including: (a) the transfer, modification or reissuance of all Permits, (b) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Bodies and the making of all other necessary registrations and filings with Governmental Bodies and (c) the execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements, consents, (including any required consents regarding the transfer of Personal Information as contemplated by this Agreement) documents and information necessary to consummate the Transactions (including (i) transferring back to Seller each Excluded Asset and any asset or Liability not contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which asset or Liability was transferred to Purchaser at the Closing and (ii) transferring to Purchaser (and having Purchaser assume) any asset or Liability contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which was not transferred to Purchaser at the Closing; provided, however, that except for Purchaser's obligations to discharge an Assumed Liability, nothing in this Section 8.4 shall require any party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing). In furtherance of the foregoing, each party shall use its reasonable best efforts to obtain any consents and approvals from any third party other than a Governmental Body that may be required in connection with the Transactions.

8.5 Non-Competition; Non-Solicitation; Confidentiality.

(a) For a period from the date hereof until the fourth (4th) anniversary of the Closing Date (the "Restricted Period"), Seller shall not and shall cause its Affiliates not to directly or indirectly, own, manage, operate, control or participate in the ownership, management, operation or control of any business, whether in corporate, proprietorship or partnership form or otherwise, engaged in the Business in the United States; provided, however, that the restrictions contained in this Section 8.5(a) shall not restrict the acquisition by Seller, directly or indirectly, of less than 2% of the outstanding capital stock of any publicly traded company engaged in the Business. The parties hereto specifically acknowledge and agree that the remedy at law for any breach of the foregoing will be inadequate and that Purchaser, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage or posting any bond whatsoever.

(b) During the Restricted Period, Seller shall not and shall cause its Affiliates not to: (i) cause, solicit, induce or encourage any employees or independent contractors of Seller who are or become employees or independent contractors of Purchaser or its Affiliates to leave such employment or hire, employ or otherwise engage any such individual; or (ii) cause, induce or encourage any material actual client, customer, supplier, or licensor of Purchaser with respect to the Business (including any existing or former customer of Seller and any Person that becomes a client or customer of Purchaser with respect to the Business after the Closing) or any other Person who has a material business relationship with Seller or Purchaser with respect to the Business, to terminate or modify any such actual or prospective relationship.

(c) From and after the date hereof, Seller shall not and shall cause its Affiliates and their respective officers, and directors not to, directly or indirectly, disclose, reveal, divulge or

communicate to any Person other than authorized officers, directors and employees of Purchaser or use or otherwise exploit for its own benefit or for the benefit of anyone other than Purchaser, any Confidential Information (as defined below). Seller and its officers, directors and Affiliates shall not have any obligation to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by Law; provided, however, that in the event disclosure is required by applicable Law, Seller shall, to the extent reasonably possible, provide Purchaser with prompt notice of such requirement prior to making any disclosure so that Purchaser may seek an appropriate protective order. For purposes of this Section 8.5(c), "Confidential Information" shall mean any confidential information with respect to the Seller's or Purchaser's conduct and operation of the Business, including, methods of operation, customers, customer lists, Products, prices, fees, costs, Technology, inventions, Trade Secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters. "Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (i) is generally available to the public on the date of this Agreement or (ii) becomes generally available to the public other than as a result of a disclosure not otherwise permissible thereunder. This Section 8.5 shall not in any way limit the disclosure of information (x) by Seller in connection with the prosecution of the Chapter 11 Cases or (y) regarding Seller to other bidders or potential bidders to the extent specifically permitted by this Agreement.

(d) From and after the date hereof, Seller shall not, and shall not allow any of its Affiliates to, make, or cause to be made, any statement (whether oral or written) that disparages the reputation or business of the Purchaser or any of its Affiliates; provided, however, that nothing in this Section 8.5(d) shall restrict any Person enforcing its rights hereunder or from testifying truthfully in any Action.

(e) The covenants and undertakings contained in this Section 8.5 relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Section 8.5 will cause irreparable injury to the parties, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Therefore, Purchaser will be entitled to an injunction, restraining order or other equitable relief from any court of competent jurisdiction in the event of any breach of this Section 8.5. The rights and remedies provided by this Section 8.5 are cumulative and in addition to any other rights and remedies which Purchaser may have hereunder or at law or in equity.

(f) The parties hereto agree that, if any court of competent jurisdiction in a final nonappealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Section 8.5 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined to be reasonable, not arbitrary and not against public policy may be enforced against the applicable party.

8.6 Preservation of Records. Purchaser shall preserve and keep the records held by it or its Affiliates relating to the Business for a period of three (3) years from the Closing Date. Seller shall preserve and keep the records held by it or its Affiliates relating to the Business until the earlier to occur of Seller's dissolution under applicable Law and three (3) years from the Closing

Date. Seller and Purchaser shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, Actions against or governmental investigations of Seller or Purchaser or any of their Affiliates or in order to enable Seller or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller or Purchaser wishes to destroy such records before the applicable time periods stated above, such party shall first give ninety (90) days prior written notice to the other and such other party shall have the right at its option and expense, upon prior written notice given to such party within such ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice.

8.7 Publicity. Neither Seller nor any of its Affiliates shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of Purchaser, unless, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided that Seller shall use its reasonable best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with Purchaser with respect to the text thereof.

8.8 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets shall be assumed and assigned to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable and Seller shall pay all Cure Amounts in connection therewith unless otherwise directed by Purchaser. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if an attempted assignment without the consent of a third party would constitute a breach or in any way adversely affect the rights of Purchaser following the Closing (all such Purchased Assets, "Delayed Transfer Assets"). If, as of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than at Purchaser's request then until the earlier of (x) one hundred eighty (180) days from the Closing Date and (y) the Wind-Up End Date, but in no event earlier than ninety (90) days from the Closing Date, unless otherwise mutually agreed to by Seller and the Purchaser, Seller shall:

- (a) hold the Delayed Transfer Assets in trust for Purchaser;
- (b) comply with the terms and provisions of or relating to the Delayed Transfer Assets as agents (or such other designation as may be permitted by applicable Law) for Purchaser at Purchaser's cost and for Purchaser's benefit;
- (c) co-operate with Purchaser in any reasonable and lawful arrangements designed to provide the benefits of the Delayed Transfer Assets to Purchaser, including subcontracting, sublicensing or subleasing the Delayed Transfer Assets to Purchaser; and

(d) enforce, at the request of Purchaser and at the expense and for the account of Purchaser, any rights of Seller under or arising from the Delayed Transfer Assets against any third party, including the right to elect to terminate any such rights in accordance with the terms of such rights upon the written direction of Purchaser.

(e) In order that the full value of the Delayed Transfer Assets may be realized for the benefit of Purchaser, Seller shall, at the request and expense and under the direction of Purchaser, in the name of Seller or otherwise as Purchaser may specify, take commercially reasonable action and do or cause to be done all such things as are, in the opinion of Purchaser, necessary or proper in order that the obligations of Seller under such Delayed Transfer Assets may be performed in such manner that the value of such Delayed Transfer Assets is preserved and inures to the benefit of Purchaser, and that any moneys due and payable and to become due and payable to Purchaser in and under such Delayed Transfer Assets are received by Purchaser. Seller shall promptly pay to Purchaser all moneys collected by or paid to Seller in respect of such Delayed Transfer Asset, net of any amounts owed to a third party under a Delayed Transfer Asset that is not otherwise paid by Purchaser.

8.9 Corporate Name Change. On or prior to the Closing Date, Seller shall deliver to Purchaser a duly executed and acknowledged certificate of amendment to Seller's organizational document which is required to change Seller's corporate or other entity name to a new name that is, in Purchaser's reasonable judgment, sufficiently dissimilar to Seller's present name so as to avoid confusion. Purchaser and any Affiliate of Purchaser are hereby authorized (but not obligated) to file such documents (at Purchaser's expense) in order to effectuate such change of name at or after the Closing as Purchaser may elect. At the Closing, Seller shall deliver to Purchaser appropriate documents, duly executed and acknowledged, which is required to change Seller's name to such new name in any jurisdiction in which Seller is qualified to do business, in forms satisfactory to Purchaser. Purchaser and any Affiliate of Purchaser are hereby authorized (but not obligated) to file such documents with appropriate public officials and Governmental Bodies at or after Closing as Purchaser may elect. After the Closing, Seller shall take any additional actions requested by Purchaser to enable Purchaser or any of its Affiliates to operate and conduct business under Seller's present name or name similar thereto and to qualify to do business under Seller's present name or name similar thereto in any state or other jurisdiction.

8.10 Use of Name. Seller hereby agrees that upon the consummation of the transactions contemplated hereby, Purchaser shall have the sole right to the use of the names "Kologik", "COPsync", "Murphy Technologies", "ALEN", or any Trademarks containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Seller Marks") and Seller shall not, and shall not permit any Affiliate to, use such name or any variation or simulation thereof. In furtherance thereof, as promptly as practicable but in no event later than ninety (90) days following the Closing Date, Seller shall remove, strike over or otherwise obliterate all Seller Marks from all materials owned by Seller and used or displayed publicly including, without limitation, any sales and marketing materials, displays, signs, promotional materials and other materials.

8.11 Transfer of Intellectual Property. If at any time after the Closing Date, Seller, Purchaser, or any of their respective Affiliates, discovers that any Purchased Intellectual Property has not been transferred by the Sellers as contemplated herein, the Sellers will promptly transfer or cause to be transferred, such Purchased Intellectual Property to Purchaser or its designee in accordance with the terms of this Agreement (including by executing and delivering to Purchaser or its designee, or causing to be executed and delivered, any instruments and documents necessary to effect such transfer of such Purchased Intellectual Property). Prior to any such transfer, Seller will hold such Purchased Intellectual Property in trust for Purchaser and pay over to Purchaser promptly any amounts or benefits received with respect to such Purchased Intellectual Property following the Closing Date.

8.12 Bankruptcy Court Approval. Seller shall use commercially reasonable efforts to obtain approval of the Bidding Protections Order and Sale Order as expeditiously as possible following the Petition Date.

8.13 Certain Interim Cooperation.

(a) From the date of hereof until the Closing Date, and subject to applicable Law and the Confidentiality Agreement, Seller shall use its commercially reasonable efforts to cause its Representatives to use commercially reasonable efforts to provide such customary cooperation to Purchaser as may reasonably be requested by Purchaser in connection with Purchaser's obtaining debt financing (the "Debt Financing"), including to: (i) furnish as promptly as practicable to Purchaser the Financial Statements, (ii) cause Seller's management team, with appropriate seniority and expertise, at reasonable times and upon reasonable notice, to participate in and assist in preparation for, a reasonable number of meetings, conference calls, drafting sessions, due diligence sessions and similar presentations to and with prospective lenders and rating agencies, (iii) assist Purchaser in the preparation of customary bank information memorandum, lenders presentations and similar marketing documents required in connection with the Debt Financing (provided that Seller's obligation to provide information for such materials in this clause (iii) shall be limited to information about Seller), (iv) (A) assist in the preparation, execution and delivery of definitive financing documentation and the schedules and exhibits thereto (including loan agreements, guarantees, collateral agreements, officer's certificates and a solvency certificate) and (B) facilitate the pledging of collateral, and (v) provide Purchaser with an unaudited balance sheet and related statement of profit and loss for any monthly period ending after the Balance Sheet Date.

(b) Notwithstanding the foregoing, (i) nothing contained in this Section 8.13 shall require cooperation with Purchaser to the extent it would (A) interfere unreasonably with the Business, (B) encumber any of the assets of Seller prior to Closing, (C) require Seller or any of its Affiliates to pay any commitment or other fee or make any other payment in connection with the Debt Financing prior to the Closing Date (unless simultaneously reimbursed by Purchaser pursuant to the terms of this Agreement), (D) impose any liability or indemnity obligation on Seller or any of its Affiliates or Representatives, or (E) cause any Representative of Seller or its Affiliates to incur any personal liability with respect to any matters related to the Debt Financing, and (ii) neither Seller, nor any of its managers or officers, shall (A) be required to take any action in such Person's capacity as a member of the board of managers or other governing body of Seller to

authorize or approve the Debt Financing, (B) have any liability or any obligation under any agreement or document related to the Debt Financing, (C) be required to incur any other liability in connection with the Debt Financing or (D) be required to execute any documentation related to the Debt Financing.

(c) Purchaser (i) shall promptly, upon request by Seller, reimburse Seller for any of its reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Seller or any of its Affiliates in connection with the Debt Financing or the cooperation contemplated by this Section 8.13 and (ii) does hereby indemnify and hold harmless Seller and its Affiliates and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of Purchaser pursuant to this Section 8.13 and any information utilized in connection therewith; provided, however that this clause (ii) shall not apply to the extent that the relevant amounts result from Seller's material breach of this Agreement or Fraud, in each case as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(d) Purchaser acknowledges and agrees that (i) the obtaining of the Debt Financing is not a condition to the Closing, and (ii) none of Purchaser's obligations hereunder are conditioned in any manner upon Purchaser obtaining financing in respect of the Transactions.

8.14 Required Privacy Notice. If Seller determines after the date hereof that it may be required by Law or Contract to provide notice to a customer relating to the Data Breach, Seller shall (i) reasonably consult with Purchaser regarding the basis and form of such notice (including providing all documentation related thereto) and (ii) obtain the prior written consent of Purchaser (not to be unreasonably withheld) before such notice is delivered. For the avoidance of doubt, this Section 8.14 shall apply both (i) to the period from the date of this Agreement until the Closing Date and (ii) to the period following the Closing Date.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Employment.

(a) Transferred Employees. Prior to the Closing, Purchaser shall deliver, in writing, an offer of employment (on an "at will" basis) to those Employees identified by Purchaser, at Purchaser's sole discretion, on a schedule to be delivered to Seller no later than five (5) Business Days prior to the Closing to commence immediately upon the day following the Closing, subject to Purchaser's human resources policies and standard pre-employment requirements and screenings and contingent on the offeree's agreement to the Purchaser's standard policies, practices, agreements and procedures. Each such offer of employment shall be at the same salary or hourly wage rate in effect immediately prior to the Closing Date. Such individuals who accept such offer by the Closing Date and commence employment with Purchaser are hereinafter referred to as the "Transferred Employees." Subject to applicable Laws, on and after the Closing Date, Purchaser shall have the right to reassign or dismiss any or all Transferred Employees at any time,

with or without cause, and to change the terms and conditions of their employment (including compensation and employee benefits provided to them).

(b) Excluded Employees. Any Employee who is not offered employment by Purchaser prior to Closing, who does not accept an offer of employment by Purchaser or who does not commence employment with Purchaser, in each case pursuant to Section 9.1(a), is hereinafter referred to as an “Excluded Employee.”

9.2 Standard Procedure. Pursuant to the “Standard Procedure” provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, (i) Purchaser and Seller shall report on a predecessor/successor basis as set forth therein, (ii) Seller will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee only with respect to the portion of the year during which such Employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such Employee was employed by Seller.

9.3 Employee Benefits.

(a) Benefits. As soon as reasonably practicable following the Closing, Purchaser shall provide the Transferred Employees with benefits under Purchaser’s existing employee benefit plans (including any group health plan) (“Purchaser Plans”) provided to similarly situated employees of Purchaser. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed as requiring any compensation or employee benefit plans, programs or arrangements to continue to be maintained by Purchaser with respect to the Transferred Employees for any specified period after the Closing Date.

(b) COBRA. Purchaser shall be exclusively responsible for complying with COBRA with respect to Transferred Employees and Excluded Employees and their qualified beneficiaries by reason of any such employees’ termination of employment with Seller, and Seller shall not have any obligation or liability to provide rights under COBRA on account of any such termination of employment.

(c) Vesting of Seller Employee Benefit Plan Benefits. Effective as of the Closing Date, Seller shall cause the tax-qualified pension and 401(k) plans in which Transferred Employees were eligible to participate immediately prior to the Closing Date to fully vest such employees’ accrued benefits thereunder through the Closing Date.

This Article IX shall operate exclusively for the benefit of Seller and Purchaser and not for the benefit of any other Person, including any current or former employees of Seller or the Transferred Employees, which Persons shall have no rights to enforce this Article IX. Nothing in this Article IX shall: (i) entitle any Transferred Employee to employment with Purchaser or any of its Affiliates; (ii) change such Transferred Employee’s status as an employee-at-will or restrict the ability of Purchaser to terminate the service of any Transferred Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of Seller; or (iv) constitute the establishment or adoption of or be treated as an amendment of or modification to any Seller Plan or other employee benefit plan or arrangement or restrict the ability of Purchaser,

Seller or any of their respective Affiliates to amend, modify, discontinue or terminate any Seller Plan or other employee benefit plan or arrangement.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Seller set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects as provided herein, as of the date of this Agreement and as of the Closing as though made at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date) and Purchaser shall have received a certificate signed by an authorized officer of Seller (in form and substance reasonably satisfactory to Purchaser), dated as of the Closing Date, to such effect; provided, that the representations and warranties set forth in Sections 5.1, 5.2, 5.3, 5.12, 5.16, 5.18 and 5.19 and the first sentence of Section 5.5 shall be true and correct in all respects;

(b) Seller shall have performed and complied in all respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of Seller (in form and substance reasonably satisfactory to Purchaser), dated as of the Closing Date, to such effect and copies of such corporate resolutions and other documents evidencing the performance thereof as Purchaser may reasonably request;

(c) there shall not have been or occurred any event, change, occurrence or circumstance (other than the Chapter 11 Cases) that has had or which could reasonably be expected to have a Material Adverse Effect since the date of this Agreement;

(d) subject to Section 8.8, all Purchased Contracts to be assumed by Purchaser shall have been assigned by Seller pursuant to sections 363 and 365 of the Bankruptcy Code, and all Cure Amounts shall have been paid by Sellers in full or are to be paid at Closing; and

(e) Seller shall have obtained all consents waivers and approvals under all those consents, waivers and approvals referred to in Section 5.3(a)(ii) hereof in a form satisfactory to Purchaser.

10.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Purchaser set forth in this Agreement qualified as to materially shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date of this Agreement and as of the Closing as though made at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date) and Seller shall have received a certificate signed by an authorized officer of Purchaser (in form and substance reasonably satisfactory to Seller), dated as of the Closing Date, to such effect; provided, that the representations and warranties set forth in Sections 6.1, 6.2, and 6.6 shall be true and correct in all respects); and

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Purchaser (in form and substance reasonably satisfactory to Seller), dated as of the Closing Date, to such effect and copies of such corporate resolutions and other documents evidencing the performance thereof as Seller may reasonably request.

10.3 Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser and Seller to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) no Actions shall have been instituted or threatened or claim or demand made against Seller or Purchaser seeking to restrain or prohibit or to obtain substantial damages with respect to the consummation of the transactions contemplated hereby, and there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the Bankruptcy Court shall have entered the Bidding Protections Order; and

(c) the Bankruptcy Court shall have entered the Sale Order within forty-five (45) days after the date hereof and the Sale Order shall be a Final Order.

10.4 Frustration of Closing Conditions. Neither Seller nor Purchaser may rely on the failure of any condition set forth in Section 10.1, 10.2, 10.3, or, as the case may be, if such failure was caused by such party's failure to comply with, or breach of, any provision of this Agreement.

ARTICLE XI

TAXES

11.1 Transfer Taxes. Each of Seller and Purchaser shall be responsible for fifty percent (50%) of any and all Liabilities for any sales, use, stamp, documentary, filing, recording, transfer, real estate transfer, stock transfer, gross receipts, registration, duty, securities transactions or similar fees or taxes or governmental charges (together with any interest or penalty, addition to tax or additional amount imposed) as levied by any Taxing Authority in connection with the transactions contemplated by this Agreement (collectively, "Transfer Taxes"). The party responsible for filing any Tax Returns with respect to Transfer Taxes shall file such Tax Returns. Notwithstanding the foregoing, the Sale Order shall contain a provision that Seller's sale, transfer, assignment and conveyance of the Purchased Assets to Purchaser hereunder shall be entitled to the protections afforded under Section 1146(c) of the Bankruptcy Code. The parties will reasonably cooperate to minimize any such taxes, including with respect to delivery location.

11.2 Prorations. All real property taxes, personal property taxes, or ad valorem obligations and similar recurring taxes and fees on the Purchased Assets for taxable periods beginning before, and ending on or after, the Closing Date, shall be prorated between Purchaser and Seller as of 12:01 a.m. eastern standard time on the Closing Date. The Party responsible for filing any Tax Returns with respect to any Taxes described in this Section 11.2, shall file such Tax Returns. If one party remits to the appropriate Taxing Authority payment for Taxes, which are subject to proration under this Section 11.2 and such payment includes the other party's share of such Taxes, such other party shall promptly reimburse the remitting party for its share of such Taxes.

11.3 Purchase Price Allocation. The purchase price (together with any other amounts required to be taken into account for federal income tax purposes as part of the purchase price) shall be allocated among the Purchased Assets in accordance with Code Section 1060 and the values and methods set forth in Schedule 11.3 (the "Allocation"). After the Closing, the parties shall make consistent use of the Allocation for all applicable income Tax purposes and in any income Tax Returns in respect thereof, except as otherwise required by a determination within the meaning of Section 1313 of the Code, subject to adjustment for any further purchase price adjustments pursuant to this Agreement; provided, however, that consistent with the Treasury Regulations under Code Section 1060 and Code Section 338, no adjustment may be made to any asset in excess of its fair market value.

11.4 Cooperation on Tax Matters.

(a) Purchaser and Seller shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters.

(b) Purchaser shall retain possession of copies of all accounting, business, financial and Tax records and information relating to the Purchased Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Purchaser hereunder for a period of at least three (3) years from the Closing Date; provided, that Seller shall be entitled to retain the originals (or copies) of such records and information. Purchaser shall give Seller notice and an opportunity to retain any such copies of such records and information in Purchaser's possession in the event that Purchaser determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Purchaser shall provide access to Seller (after reasonably detailed prior notice and during normal business hours), to the books, records, documents and other information in Purchaser's possession relating to the Purchased Assets or the Assumed Liabilities as is reasonably necessary for Seller to properly prepare for, file, prove, answer, prosecute and/or defend any Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer.

ARTICLE XII

MISCELLANEOUS

12.1 Expenses. Except for the Expense Reimbursement and as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

12.2 Survival. Except in the case of Fraud or as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of any party contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their express terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

12.3 Specific Performance. Seller agrees that, if any of the provisions of this Agreement or any other document contemplated by this Agreement were not performed in accordance with its specific terms or were otherwise breached by Seller, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and, therefore, Purchaser shall be entitled to specific performance of the terms hereof and thereof, including, without limitation, Seller's obligation to sell the Purchased Assets to Purchaser, in addition to any other remedy at law or in equity. For the avoidance of doubt, notwithstanding anything to the contrary herein, (a) in no event shall Purchaser be awarded both (i) a grant of specific performance that results in the consummation of the Transactions and (ii) the Purchase Price Deposit, Break-Up Fee, and Expense Reimbursement pursuant to Sections 3.2(c) and 7.1 and (b) Seller's sole recourse for a breach of this Agreement by Purchaser shall be a termination of the Agreement pursuant to Section 4.4(d) and payment of the Purchase Price Deposit pursuant to Section 3.2(b).

12.4 Governing Law; Submission to Jurisdiction; Consent to Service of Process.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The parties each hereby irrevocably waive, to the fullest extent permitted by applicable Laws, the defense of an inconvenient forum to the maintenance of any such Action. The parties each consent to service of process by mail (in accordance with Section 12.7) or any other manner permitted by applicable Law.

12.5 Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

12.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further

exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law. Upon the Closing, the Confidentiality Agreement shall automatically terminate and none of the parties thereto shall have any further Liability thereunder (other than Liabilities that arose prior to the Closing Date).

12.7 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by email of a PDF transmission (upon manual or electronic confirmation of delivery), or (c) one (1) Business Day after being sent to the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties in accordance with this provision):

If to Seller, to:

Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, Louisiana 70801
E-mail: kthayer@kologik.com
Attention: Kim Thayer

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

Kelly Hart & Pitre
301 Main Street, Suite 1600
Baton Rouge, Louisiana 70801
E-mail: louis.phillips@kellyhart.com
Attention: Louis M. Phillips

If to Purchaser, to:

Kologik Software, Inc.
c/o GSV Acquisitions, LLC
2035 Lakeside Centre Way, Suite 200
Knoxville, Tennessee 37922
E-mail: casas@greatersumventures.com
Attention: Michael Casas

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

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
E-mail: richard.frye@weil.com
gabriel.morgan@weil.com
Attention: Richard Frye
Gabriel Morgan

12.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Any such term or provision held invalid, illegal, or incapable of being enforced only in part or degree will remain in full force and effect to the extent not held invalid, illegal, or incapable of being enforced. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, such term or provision is hereby deemed modified to give effect to the original written intent of the parties to the greatest extent consistent with being valid and enforceable under applicable Law.

12.9 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign this Agreement and any or all rights or obligations hereunder (including, without limitation, Purchaser's rights to purchase the Purchased Assets and assume the Assumed Liabilities and Purchaser's rights to seek indemnification hereunder) to any Affiliate of Purchaser. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

12.10 Guarantee. Purchaser Guarantor hereby irrevocably and unconditionally guarantees the due and punctual payment of the Purchase Price under this Agreement; provided, however, that such guaranty shall terminate as of the Closing.

12.11 Third Party Beneficiaries; Non-Recourse. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein. Subject to Section 12.10, each party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Persons that are expressly parties to this Agreement or the Ancillary Documents will have any obligation hereunder or thereunder and that it has no rights of recovery hereunder or thereunder against, and no recourse hereunder or thereunder or in respect of any oral representations made or alleged to be made in connection therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, representative, co-owner or equity holder of Purchaser or Seller (or any of their successors or permitted assignees) (each, a "Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable Action, or by virtue of any statute, regulation or other applicable Law, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under this Agreement or any Ancillary Document or the Transactions, under any documents or instruments delivered contemporaneously therewith, in respect of any oral representations made or alleged to

be made in connection therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

12.12 Headings; Construction. The headings and captions contained in this Agreement are provided for convenience only and will not affect its construction or interpretation. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “herewith” and words of similar import shall, unless expressly otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit, appendix and schedule references are to the articles, sections, paragraphs, exhibits, appendices and schedules of this Agreement unless expressly otherwise specified. The phrase “made available”, “provided to” or similar phrases when used in reference to a document means that the document was made available (and continuously accessible) for viewing in Seller’s electronic data room hosted by ShareFile at least one (1) Business Day prior to the date hereof. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto. All references to “dollars” or “\$” in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

12.13 Risk of Loss. Seller will bear all risk of loss occurring to or upon any portion of the Purchased Assets prior to the Closing Date. In the event that any material portion of any Purchased Assets is damaged or destroyed prior to Closing Date, then, with respect to such Purchased Assets, Purchaser may, at Purchaser’s option, either (a) proceed to close notwithstanding the damage or destruction of such Purchased Assets or (b) exclude such Purchased Assets, in which event Purchaser shall not have any obligation to close if as a consequence of the exclusion of such Purchased Assets any condition to Closing in Article X would not be satisfied. If Purchaser closes notwithstanding an unrepaired or unrestored loss to a Purchased Asset, Seller will deliver or assign to Purchaser any insurance proceeds with respect to such damage or destruction, and all claims against third parties relating thereto, and the adjustment to the Purchase Price shall be limited to the amount of any deductible or self-insured retention under the applicable policies of insurance.

12.14 Liquidating Trustee. If at any time Seller liquidates, its estate is converted to a case under Chapter 7 of the Bankruptcy Code, or otherwise has a trustee or other representative

appointed by the Bankruptcy Court (as applicable, a “Trustee”), then (a) such Trustee will be bound to perform the obligations of Seller and will be entitled to exercise the rights of Seller under this Agreement, and (b) with respect to all of Seller’s assets that are abandoned (if any) following the date hereof, Seller grants to such Trustee a power of attorney for purposes performing Seller’s obligations under Section 8.8 with respect to such abandoned assets. Seller acknowledges and agrees that the power of attorney granted to such Trustee (if any) pursuant to the foregoing clause (b) is coupled with an interest and will be irrevocable. Further, such power of attorney will also be granted to Purchaser for purposes of performing Seller’s obligations under Section 8.8 with respect to such abandoned assets, as determined by Purchaser, and in the event Purchaser exercises such power of attorney, the Trustee will not commit any act or take any action that is inconsistent with such exercise by Purchaser, except as requested in writing by Purchaser.

12.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

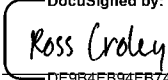
12.16 Disclosure Schedule. Unless otherwise indicated, capitalized terms used but not otherwise defined in the Disclosure Schedule have their respective meanings set forth in this Agreement. Headings in the Disclosure Schedule are for convenience of reference only and shall not affect the disclosures contained therein. Any reference in a particular Section of the Disclosure Schedule shall be deemed to be an exception to, or, as applicable, a disclosure for purposes of (a) the representations and warranties (or covenants, as applicable) of Seller that are contained in the corresponding Section of this Agreement and (b) any other representations and warranties (or covenants, as applicable) of Seller contained in this Agreement (regardless of the absence of an express reference or cross reference in a particular Section of this Agreement or a particular Section of the Disclosure Schedule), but only if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties (or covenants, if applicable) would be reasonably apparent on its face to a reasonable person who has read that reference and such representations and warranties (or covenants, as applicable), without any independent knowledge on the part of the reader regarding the matter so disclosed. The inclusion of any information in the Disclosure Schedule shall not be deemed an admission or acknowledgement by Seller to any third party of any matter whatsoever (including any violation of applicable Law or breach of Contract). In disclosing the information in the Disclosure Schedule, Seller does not expressly waive any attorney-client privilege associated with any such information or any protection afforded by the “work product doctrine” with respect to any of the matters disclosed or discussed therein. No disclosure of any matter contained in the Disclosure Schedule will create an implication that such matter meets any standard of materiality (it being further understood and agreed that matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule, which additional matters are included for informational purposes only and do not necessarily include other matters of a similar nature, nor will the inclusion of any item be construed as implying that any such item is “material” for any purpose). The disclosure of information in the Disclosure Schedule is intended solely to provide information that is necessary to constitute the content of, or an exception to, a representation or warranty of Seller contained in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

KOLOGIK SOFTWARE, INC.

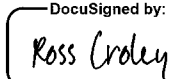
By:  _____
Name: Ross Croley
Title: President

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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PURCHASER GUARANTOR:

PROJECT SENTINEL PURCHASER, LLC

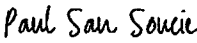
By: 
Name: Ross Croley
Title: President

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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REEL: 067665 FRAME: 0632

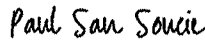
SELLER:

KOLOGIK LLC

By: DocuSigned by:

9724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

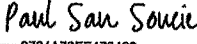
KOLOGIK CAPITAL, LLC

By: KOLOGIK LLC, its sole member

By: DocuSigned by:

9724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

KOLOGIK CAPITAL II, LLC

By: KOLOGIK LLC, its sole manager

By: DocuSigned by:

9724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

KOLOGIK TECHNOLOGIES, LLC

By: KOLOGIK LLC, its sole manager


By: DocuSigned by:

9724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

Exhibit A

Form of Bill of Sale, Assignment and Assumption Agreement

[Please see attached.]

Form of – Exhibit A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of [●], 2024, is made by and among Kologik LLC, a Louisiana limited liability company (“Kologik”), Kologik Capital, LLC, a Louisiana limited liability company (“Capital”), Kologik Capital II, LLC, a Louisiana limited liability company (“Capital II”), and Kologik Technologies, LLC, a Delaware limited liability company (“Kologik Technologies” and, together with Kologik, Capital, and Capital II, collectively “Seller”), and Kologik Software, Inc., a Delaware corporation (“Purchaser”), in connection with that certain Asset Purchase Agreement, dated as of April [●], 2024 (the “Purchase Agreement”), by and among Seller, Purchaser, and, solely for the purposes of Section 12.10 therein, Project Sentinel Purchaser, LLC, a Delaware limited liability company. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. In connection with the Purchase Agreement, Seller and Purchaser desire to enter into this Agreement to evidence the conveyance of certain assets to and the assumption of certain liabilities by Purchaser. Accordingly, Seller and Purchaser hereby agree as follows:

1. Assignment and Assumption. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing and subject to the limitations, conditions and provisions of the Purchase Agreement (including, without limitation, Section 8.8 thereof) (i) Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser all of Seller’s right, title and interest in and to all Purchased Assets and all Assumed Liabilities, and (ii) in connection therewith, Purchaser hereby purchases, acquires, accepts and assumes such Purchased Assets and such Assumed Liabilities from Seller, and agrees to (a) timely pay, discharge and perform in accordance with their terms all such Assumed Liabilities (which, for the avoidance of doubt, do not include any Excluded Liabilities) and (b) indemnify and hold Seller harmless from and against each and all of the Assumed Liabilities.
2. Further Assurances. Each party hereby covenants and agrees that it will, at the request of the other party and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to give effect to the sale, transfer, conveyance and assignment contemplated by this Agreement.
3. Terms of the Purchase Agreement. Nothing in this Agreement will alter or expand any representation, warranty, liability or obligation of the parties arising under the Purchase Agreement and no party makes any representations or warranties hereunder. In the event of a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.
4. Incorporation by Reference. Sections 12.4 through 12.9, Sections 12.11 and 12.12, and Section 12.15 of the Purchase Agreement are incorporated herein by reference, mutatis mutandis.

* * * * *

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first above written.

KOLOGIK LLC

By: _____
Name:
Title:

KOLOGIK CAPITAL, LLC

By: _____
Name:
Title:

KOLOGIK CAPITAL II, LLC

By: _____
Name:
Title:

KOLOGIK TECHNOLOGIES, LLC

By: _____
Name:
Title:

KOLOGIK SOFTWARE, INC.

By: _____
Name:
Title:

Exhibit B

Form of Escrow Agreement

[Please see attached.]

Form of – Exhibit B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is entered into as of April [●], 2024, by and among (i) Kologik Software, Inc., a Delaware corporation (“Buyer”), (ii) Kologik LLC, a Louisiana limited liability company (“Seller”), (iii) Kologik Capital, LLC, a Louisiana limited liability company (“Capital”), (iv) Kologik Capital II, LLC, a Louisiana limited liability company (“Capital II”), (v) Kologik Technologies, LLC, a Delaware limited liability company (“Kologik Technologies” and, together with Seller, Capital, and Capital II, collectively the “Seller Entities”), and (vi) PNC Bank, National Association, a national banking association (“Escrow Agent”). Buyer, Seller, Capital, Capital II, and Kologik Technologies are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April [●], 2024 (the “Purchase Agreement”), by and among Buyer, the Seller Entities and, solely for the purposes of Section 12.16 therein, Project Sentinel Purchaser, LLC, a Delaware limited liability company, the Parties have agreed to establish an escrow arrangement for the purposes set forth therein;

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, the Purchase Agreement contemplates that (a) following the approval of the Bidding Protections Order, Buyer will deposit, or cause to be deposited, an amount equal to \$850,000 (the “Purchase Price Deposit”) into the Purchase Price Deposit Account (as defined below), which has been established by Escrow Agent hereunder for the purpose of establishing a source of funds to secure and satisfy the obligations of Buyer or the Seller Entities, as applicable, pursuant to Section 3.2 of the Purchase Agreement and (b) at the Closing, Buyer will deposit, or cause to be deposited, an amount equal to \$554,000 (the “Adjustment Escrow Amount” and together with the Purchase Price Deposit, the “Escrow Amounts”) into the Adjustment Escrow Account (as defined below), which has been established by Escrow Agent hereunder for the purpose of establishing a source of funds to secure and satisfy any potential adjustments to the Purchase Price following the Closing pursuant to Section 3.4 of the Purchase Agreement; and

WHEREAS, the Parties desire that Escrow Agent shall agree to hold and distribute the Escrow Amounts in accordance with the terms and conditions of this Agreement, until the Escrow Amounts held hereunder have been released in accordance with the terms and conditions of this Agreement and, as between Buyer and the Seller Entities, the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, each of Buyer, the Seller Entities and Escrow Agent hereby agrees as follows:

1. Appointment. The Parties hereby appoint and designate Escrow Agent to acquire and maintain possession of the Escrow Amounts and to act as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein and agrees to assume and perform its duties and obligations pursuant to the terms and conditions set forth herein. Escrow Agent shall hold the Escrow Amounts in accordance with, and shall not disburse or release any of the Escrow Amounts except in accordance with, the terms and conditions set forth in this Agreement.

2. Funds. In accordance with the terms of the Purchase Agreement, following the approval of the Bidding Protections Order (in the case of the Purchase Price Deposit) or upon the Closing (in the case of the Adjustment Escrow Amount), Buyer shall deposit, or cause to be deposited with Escrow Agent, in each case, to be held by Escrow Agent in separate, distinct and non-commingled escrow accounts established by Escrow Agent, (a) the Purchase Price Deposit (such account, the “Purchase Price Deposit Account”) in immediately available funds and the (b) Adjustment Escrow Deposit Amount (such account,

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Form of – Exhibit B

the “Adjustment Escrow Account” and together with the Purchase Price Deposit Account, the “Escrow Accounts”) in immediately available funds. Escrow Agent shall keep the Escrow Accounts separate from all other property held by Escrow Agent and the Escrow Accounts shall be identified as being held in connection with this Agreement and the Purchase Agreement. Escrow Agent shall acknowledge in writing to Buyer and Seller receipt of the Escrow Amounts from or on behalf of Buyer upon the date of receipt. As agreed by the Parties, the Escrow Amounts shall (i) not be subject to set off by Escrow Agent or any of its affiliates, (ii) not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto and (iii) be held and disbursed solely for the purposes and in accordance with the terms of this Agreement and the Purchase Agreement, except as otherwise provided in Section 10 below.

3. Investment of Escrow Amounts.

(a) Subject to receipt of a Joint Direction or a Release Order (each as defined below), as applicable, Escrow Agent shall hold the Escrow Amounts and shall invest the Escrow Amounts in segregated non-interest bearing accounts of Escrow Agent, insured up to the applicable limits by the Federal Deposit Insurance Corporation. Escrow Agent shall not have any liability for any loss sustained as a result of any investment decision made pursuant to, and in accordance with, the terms of this Agreement. Except as expressly provided herein, the Escrow Amounts shall not, in any manner, directly or indirectly, be assigned, hypothecated, pledged, alienated, released from escrow or transferred within escrow (or otherwise dealt with in any manner that has the economic effect of any of the foregoing acts, on a current or prospective basis). Notwithstanding anything the contrary herein, the Escrow Amounts shall, at all times, remain available for distribution in accordance with Section 4 below.

(b) The Escrow Accounts shall be treated as owned by Buyer for U.S. federal income tax purposes. All Escrow Account income earned under this Agreement shall be allocated to Buyer and timely reported by Escrow Agent to Buyer, the IRS or other applicable taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Accounts by Buyer whether or not said income has been distributed during such year. The Parties shall duly complete any tax documentation or other procedural formalities necessary for Escrow Agent to complete any required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

(c) Escrow Agent shall provide monthly reports of transactions and holdings to Buyer and Seller as of the end of each month. Buyer authorizes Escrow Agent to grant Buyer and Seller (or counsel acting on behalf of either Buyer or Seller) (each an “Authorized Individual”) access to Escrow Agent’s online portal (“PNC PAID”). Each Authorized Individual must agree to comply with the PNC PAID Terms and Conditions and any other provisions required by Escrow Agent to access PNC PAID. The Parties acknowledge any changes, modifications or additions to existing Authorized Individuals with PNC PAID access should be made in writing to Escrow Agent. The Parties agree to notify Escrow Agent of any errors, delays or other problems within thirty (30) days after receiving written notification from Escrow Agent that a transaction has been completed; provided, that the failure to so notify Escrow Agent will not constitute waiver by the Parties of any such error, delay or other problem.

(d) This Agreement (except for the provisions of Section 8 hereof), the Escrow Accounts and the duties of Escrow Agent shall automatically terminate and shall have no further force or effect upon the first to occur of (i) the distribution in full by Escrow Agent of all of the Escrow Amounts

Form of – Exhibit B

in accordance with this Agreement, or (ii) the delivery to Escrow Agent of a written notice of termination executed jointly by an Authorized Representative (as defined below) of Buyer and Seller and the release by Escrow Agent of all of the Escrow Amounts.

4. Disposition. Buyer and Seller shall act in accordance with, and Escrow Agent shall hold and release the Escrow Amounts as provided in, this Section 4 as follows:

(a) Joint Direction or Release Order. As promptly as practicable, and in any event within two (2) Business Days, following the date on which Escrow Agent receives (i) a Joint Direction, or (ii) a Release Order (as defined below), in each case, with respect to a disbursement from the Purchase Price Deposit Account or the Adjustment Escrow Account, in accordance with Section 3.2 or Section 3.4(c) of the Purchase Agreement, respectively, Escrow Agent shall, to the extent directed by such Joint Direction or Release Order, disburse all or part of the Purchase Price Deposit or the Adjustment Escrow Amount, as applicable, in accordance with such Joint Direction or Release Order (as applicable) to the Persons and accounts specified in such Joint Direction or Release Order (as applicable), by wire transfer of immediately available funds.

(b) Method of Payment. All payments of any part of the Escrow Amounts shall be made by wire transfer of immediately available funds to one or more accounts as designated in advance by Buyer or Seller, as applicable, or as set forth in the Joint Direction or a Release Order, as applicable.

(c) Security Procedures for Fund Transfers. Escrow Agent shall confirm each funds transfer instruction received in the name of Buyer or Seller by means of a call back to an Authorized Representative for such Party and communicated to Escrow Agent through a signed certificate in the form of Schedule 1-A or Schedule 1-B attached hereto, which schedules upon receipt by Escrow Agent shall become a part of this Agreement. Once delivered to Escrow Agent, Schedule 1-A or Schedule 1-B may be revised or rescinded only by a writing signed by one of the designated persons as set forth in Schedule 1-A or Schedule 1-B (each an “Authorized Representative”) of the applicable Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford Escrow Agent a reasonable opportunity to act on it. If a revised Schedule 1-A or Schedule 1-B or a rescission of an existing Schedule 1-A or Schedule 1-B is delivered to Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Party under this Agreement. Buyer and Seller understand that Escrow Agent’s inability to receive or confirm funds transfer instructions by means of a call back to such Party may result in a delay in accomplishing such funds transfer, and agree that Escrow Agent shall not be liable for any loss caused by any such delay. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Amounts if delivered to any fax number or electronic mail (“e-mail”) address other than the notice address of Escrow Agent set forth in Section 9, including but not limited to a valid e-mail address of any employee of Escrow Agent.

(d) Certain Definitions. As used herein, the following terms shall have the following definitions:

“Business Day” means any day on which banks are open for business in New York, New York (excluding Saturdays, Sundays, and public holidays).

Form of – Exhibit B

“Joint Direction” means a joint written instruction made by Buyer and Seller, substantially in the form attached hereto as Exhibit A, signed by an Authorized Representative of each of Buyer and Seller as set forth in Schedule 1-A and 1-B hereto, to Escrow Agent.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental authority or any department, agency or political subdivision thereof.

“Release Order” means a final non-appealable order of any court or arbitrator of competent jurisdiction that may be issued ordering Escrow Agent to distribute all or any portion of the Purchase Price Deposit or the Adjustment Escrow Amount or determining the rights of the Parties with respect to the Purchase Price Deposit or the Adjustment Escrow Amount, together with (A) a certificate, substantially in the form attached hereto as Exhibit B, signed by an Authorized Representative of the prevailing Party (as between Buyer and Seller) to the effect that such judgment is final and non-appealable and from a court or arbitrator of competent jurisdiction having proper authority and (B) the written payment instructions of the prevailing Party.

5. Escrow Agent. Escrow Agent hereby agrees and covenants with Buyer and the Seller Entities that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Amounts to anyone, except pursuant to the express terms of this Agreement or as otherwise required by applicable law. Escrow Agent hereby undertakes to perform only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied, other than the implied duty of good faith and fair dealing. Escrow Agent has no knowledge of, nor any requirement to comply with, the terms and conditions of any other agreement between the Parties, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement shall control the actions of Escrow Agent; provided, that as between the Parties, the Purchase Agreement shall control the actions of the Parties. Escrow Agent may rely upon, and shall not be liable for acting in accordance with, any Joint Direction or Release Order delivered to it by any Party in accordance with Section 10 and reasonably believed by Escrow Agent to be genuine and to have been signed by an Authorized Representative(s), as applicable, provided that Escrow Agent has fulfilled its obligations under Section 4(c) to confirm any funds transfer instruction received in the name of Buyer or Seller. Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such Joint Direction or Release Order. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent’s fraud, gross negligence or willful misconduct was the cause of any direct loss to any Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through any of its affiliates or agents, provided, however, that no such delegation of powers or duties will release Escrow Agent from any of its obligations under this Agreement. In the event that Escrow Agent is uncertain as to its duties or rights hereunder or receives instructions, claims or demands from any Party that conflict with the provisions of this Agreement or conflicting instructions from the Parties, Escrow Agent shall promptly notify the Parties of such uncertainty or apparent conflict and, following delivery of such notice and until such time as the Parties deliver revised instructions to Escrow Agent, Escrow Agent shall be entitled to refrain from taking any action and shall not be liable for refraining to take any action, and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in a Joint Direction or Release Order. Escrow Agent shall have no duty to solicit any payments that may be due to it or the Escrow Accounts, including, without limitation, the Escrow Amounts, nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or

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correctness of any amounts deposited with it hereunder. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving Escrow Agent) without making Escrow Agent a party to the same. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF 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. ESCROW AGENT SHALL NOT BE LIABLE FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT ESCROW AGENT'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WAS THE CAUSE OF ANY DIRECT LOSS TO EITHER PARTY. Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder. Escrow Agent shall not be responsible for or under, or chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document executed between/among the parties hereto, except as may be specifically provided in this Agreement or in any Joint Direction or Release Order delivered to Escrow Agent hereunder. This Agreement sets forth all of the obligations of Escrow Agent, and no additional obligations shall be implied from the terms of this Agreement or any other agreement, instrument or document.

6. Resignation and Removal; Succession. The Parties, acting jointly, may remove Escrow Agent at any time, with or without cause, by giving to Escrow Agent fifteen (15) calendar days' advance notice in writing of such removal signed by an Authorized Representative of each Party. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days' advance notice in writing of such resignation to the Parties. Escrow Agent's sole responsibility after such fifteen (15) or thirty (30)-day notice period (as applicable) expires, in the case of either removal or resignation, shall be to hold and safeguard the Escrow Amounts (without any obligation to reinvest the same) and to deliver the same (a) to a designated substitute escrow agent, if any, appointed jointly by the Parties, as set forth in a Joint Direction, (b) to such other Person jointly designated in writing by the Parties, or (c) in accordance with the directions of a final non-appealable court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate, except for any liability of Escrow Agent arising out of its fraud, gross negligence or willful misconduct. If prior to the expiration of the fifteen (15) or thirty (30)-day notice period (as applicable), the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent in writing to deliver the Escrow Amounts to another Person as provided above, at any time on or after the expiration of the fifteen (15) or thirty (30)-day notice period (as applicable), Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto. Escrow Agent shall deliver the Escrow Amounts to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate, except for any liability incurred prior to delivery of the Escrow Amounts. Any entity into which 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 Escrow Agent may be transferred, shall be Escrow Agent under this Agreement without further act; provided, that Escrow Agent shall use commercially reasonable efforts to provide the Parties with notice in writing of any such merger, conversion or consolidation within a reasonable period of time either prior to or following the consummation thereof.

7. Compensation. Escrow Agent acknowledges and agrees that the fees and expenses described in Schedule 2 attached hereto are intended as full compensation for Escrow Agent's services as

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contemplated by this Agreement and the Parties agree to pay, or cause to be paid, to Escrow Agent such fees and expenses, fifty percent (50%) by Buyer and fifty percent (50%) by Seller, upon execution of this Agreement.

8. Indemnification and Reimbursement. The Parties shall jointly and severally indemnify, defend and hold harmless Escrow Agent from and against any and all losses, damages, liabilities, claims, penalties, judgements, settlements, litigations, investigations and reasonable and documented out-of-pocket costs or expenses (including, without limitation, the reasonable and documented out-of-pocket fees and reasonable and documented out-of-pocket expenses of one outside counsel) (collectively, “Losses”), arising out of or in connection with (a) Escrow Agent’s performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the fraud, gross negligence, or willful misconduct of Escrow Agent, and (b) Escrow Agent’s following any instructions or other directions from the Parties (including, for the avoidance of doubt, any instructions or other directions set forth in a Joint Direction or Release Order) received in accordance with this Agreement. It is understood and agreed that Escrow Agent does not have a contractual right of set-off or a contractual security interest under this Agreement; provided, however, that nothing herein shall be construed as a waiver of any statutory or common law rights to which Escrow Agent may otherwise be entitled with respect thereto. Notwithstanding anything to the contrary herein, each of Buyer and the Seller Entities hereby agree between themselves that any obligation for indemnification under this Section 8 shall be borne by Buyer or the Seller Entities as determined by a court of competent jurisdiction to be responsible for causing the Losses against which Escrow Agent is entitled to indemnification or payment or, if no such determination is made, then to each pay fifty percent (50%) of any such indemnification claims or payments. The provisions set forth in this Section 8 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

9. Notices. All communications hereunder shall be in writing or set forth in a PDF attached to an email, and all instructions from a Party or the Parties to Escrow Agent shall be executed by an Authorized Representative of such Party or Parties, and must be delivered electronically to be deemed to have been delivered in accordance with the terms of this Agreement to the appropriate email address for each party hereto as follows:

if to Buyer,

c/o GSV Acquisitions, LLC
2035 Lakeside Centre Way, Suite 200
Knoxville, Tennessee 37922
E-mail: casas@greatersumventures.com
Attention: Michael Casas

with a copy to (which shall not constitute notice):
Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
E-mail: richard.frye@weil.com
Attention: Richard Frye

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if to the Seller Entities,

Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, Louisiana 70801
E-mail: kthayer@kologik.com
Attention: Kim Thayer

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

Kelly Hart & Pitre
301 Main Street, Suite 1600
Baton Rouge, Louisiana 70801
E-mail: louis.phillips@kellyhart.com
Attention: Louis M. Phillips

If to Escrow Agent,

PNC Bank, National Association
80 S. 8th St., Suite 3715 (IDS Center)
Minneapolis, MN 55402
Attention: Jordyn Stadler
Email: pncpaidadmin@pnc.com; jordyn.stadler@pnc.com
Phone: (303) 729-0967

Any party hereto may provide notice in accordance with this Section 9 of any change of the notice information in this Section 9.

10. Compliance with Court Orders. In the event that any of the Escrow Amounts shall be attached, garnished, levied upon, or otherwise be subject to any final court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court affecting the property deposited under this Agreement, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such final orders so entered or issued, which it is advised in writing by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, provided that Escrow Agent shall provide a written notice thereof to the Parties as soon as reasonably practicable and to the extent legally permissible, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties or to any other Person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

11. Miscellaneous.

(a) The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by Escrow Agent and each of the Parties. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the

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waiving parties. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision.

(b) Buyer and the Seller Entities may assign any right or interest hereunder, but not any obligation, to the same extent they are permitted to assign their rights and interests under the Purchase Agreement. No assignment of the interest of either Party shall be binding on Escrow Agent unless and until written notice of such assignment is filed with and acknowledged in writing by Escrow Agent. To comply with federal law including USA Patriot Act requirements, assignees shall provide to Escrow Agent the appropriate form W-9 or W-8 (as applicable) and such other forms and documentation that Escrow Agent may request to verify identification and authorization to act.

(c) This Agreement, all questions concerning the construction, interpretation and validity of this Agreement, the rights and obligations of the parties hereto, all claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter this Agreement) shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, including its statutes of limitations, without giving effect to any choice or conflict of law provision or rule (whether in the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

(d) Each of the Parties and Escrow Agent hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware sitting in Wilmington, Delaware (or, if such court lacks jurisdiction, any federal or state court sitting in the State of Delaware in Wilmington, Delaware) over all claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) and each Party and Escrow Agent hereby irrevocably agrees that all claims in respect of any such Action related thereto may be heard and determined in such courts. Each of the Parties and Escrow Agent hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties and Escrow Agent agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(e) No Party nor Escrow Agent shall be liable to any other party for losses due to, or for any delay in performance of its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, viruses, pandemics, epidemics, electrical outages or unavailability of Federal Reserve Bank wire services, or other causes reasonably beyond its control; it being understood that Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

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(f) This Agreement and any Joint Direction from Buyer or Seller, 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 or instruction, as applicable. All signatures of the parties to this Agreement and in any Joint Direction or other instruction, instrument or notice delivered hereunder may be transmitted by facsimile (including PDF) or email, and such transmission will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(g) If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be revised as mutually agreed by the parties so as to as nearly as possible reflect the intent of the parties without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(h) Nothing in this Agreement, whether express or implied, shall be construed to give to any Person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Purchase Price Deposit, the Adjustment Escrow Amount, or this Agreement.

(i) The Parties acknowledge that the Escrow Amounts are not and shall not be subject to any lien, security interest or encumbrance of any kind.

(j) EACH PARTY AND ESCROW AGENT HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE RESPECTING ANY MATTER ARISING UNDER THIS AGREEMENT.

(k) No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions “PNC Bank” by name, or the rights, powers, or duties of Escrow Agent under this Agreement, shall be issued by the Parties, or on their behalf, without the prior written consent of Escrow Agent, except to the extent such disclosure is required by applicable law.

(l) This Agreement and the Purchase Agreement taken together shall constitute the entire agreement among the Parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements (whether written or oral and whether express or implied) by or among the parties hereto to the extent related to the subject matter of this Agreement. The terms and conditions of this Agreement will control the actions, duties, and obligations of Escrow Agent. To the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, (i) as between the Parties, the terms and provisions of the Purchase Agreement will control and (ii) to the extent governing the actions of Escrow Agent, the terms and conditions of this Agreement shall control.

(m) When used in this Agreement, the word “including” or any variation thereof shall mean (unless the context of its usage otherwise requires) “including, without limitation.”

(n) Know Your Client Requirements. The Parties hereby acknowledge that, in order to help fight the funding of terrorism and money laundering activities, federal law may require certain

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financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and/or enters into a business relationship. The Parties hereby agree that they shall provide Escrow Agent with such information as Escrow Agent may reasonably request in order to comply with applicable anti-money laundering rules and regulations, including each Party's name, physical address, tax identification number and other information that is reasonably required to assist Escrow Agent in identifying and verifying each Party's identity in order to comply with applicable anti-money launder rules and regulations, such as organizational documents, certificates of good standing, licenses to do business or other pertinent identifying information.

(o) Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires Escrow Agent to implement reasonable procedures to verify the identity of any Person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent's internal policies require Escrow Agent to follow reasonable procedures to verify the identity including without limitation name, address and organizational documents ("identifying information"). The Parties agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by Escrow Agent in connection with the transactions contemplated hereby.

[Signature Pages Follow]

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

BUYER:

KOLOGIK SOFTWARE, INC.

By: _____
Name: [●]
Title: [●]

SELLER ENTITIES:

KOLOGIK LLC

By: _____
Name: [●]
Title: [●]

KOLOGIK CAPITAL, LLC

By: _____
Name:
Title:

KOLOGIK CAPITAL II, LLC

By: _____
Name:
Title:

KOLOGIK TECHNOLOGIES, LLC

By: _____
Name:
Title:

ESCROW AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO ESCROW AGREEMENT]

PATENT
REEL: 067665 FRAME: 0651

SCHEDULE 1-A
SCHEDULE OF BUYER'S AUTHORIZED REPRESENTATIVES

Telephone Numbers and Authorized Signatures for
Person(s) Designated to Give Joint Directions and Confirm Funds Transfer Instructions

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer, and are authorized to initiate and approve transactions for the Purchase Price Deposit Account and the Adjustment Escrow Account established under this Agreement on behalf of Buyer. The below listed Persons have also been designated as contacts for confirmation of funds transfer instructions as provided for in Section 4(c) to this Agreement, and will be notified by Escrow Agent upon the release of any of the Purchase Price Deposit or the Adjustment Escrow Amount from the Purchase Price Deposit Account or the Adjustment Escrow Account, as applicable.

<u>Name</u>	<u>Business/Cellphone Telephone Numbers</u>	<u>Signature</u>
1.	_____	_____
2.		_____

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of at least one Authorized Representative authorizing said funds transfer on behalf of each Party.

SCHEDULE 1-B
SCHEDULE OF SELLER’S AUTHORIZED REPRESENTATIVES

Telephone Numbers and Authorized Signatures for
Person(s) Designated to Give Joint Directions and Confirm Funds Transfer Instructions

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Seller, and are authorized to initiate and approve transactions for the Escrow Accounts established under this Agreement on behalf of Seller. The below listed Persons have also been designated as contacts for confirmation of funds transfer instructions as provided for in Section 4(c) to this Agreement, and will be notified by Escrow Agent upon the release of any of the Escrow Amounts from the Escrow Accounts, as applicable.

<u>Name</u>	<u>Business/Cellphone Telephone Numbers</u>	<u>Signature</u>
1. <u>Kim Thayer</u>	<u>337-257-3298</u>	_____
2. _____	_____	_____
3. _____	_____	_____

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of at least one Authorized Representative authorizing said funds transfer on behalf of each Party.

SCHEDULE 2
SCHEDULE OF ESCROW AGENT FEES

EXHIBIT A

JOINT DIRECTION

TO: PNC Bank, National Association
as Escrow Agent
80 S. 8th St., Suite 3715 (IDS Center)
Minneapolis, MN 55402
Attn: [●]

This certificate is issued as of the [●] day of [●], 20[●], pursuant to Section 4 of that certain Escrow Agreement, dated as of April [●], 2024 (the "Escrow Agreement"), by and among Kologik Software, Inc., a Delaware corporation ("Buyer"), Kologik LLC, a Louisiana limited liability company ("Seller"), Kologik Capital, LLC, a Louisiana limited liability company, Kologik Capital II, LLC, a Louisiana limited liability company, Kologik Technologies, LLC, a Delaware limited liability company, and PNC Bank, National Association, a national banking association ("Escrow Agent"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Escrow Agreement.

Buyer and Seller hereby jointly instruct Escrow Agent to pay to [RECIPIENT] an amount equal to \$[●] out of the [Purchase Price Deposit / Adjustment] Escrow Account, by wire transfer to:

[INSERT WIRE INSTRUCTIONS]

Each of the undersigned hereby represents and warrants that it has been authorized to execute this certificate. This certificate may be signed in counterparts.

BUYER:

KOLOGIK SOFTWARE, INC.

By: _____
Name:
Title:

SELLER:

KOLOGIK LLC

By: _____
Name:
Title:

EXHIBIT B
CERTIFICATE OF RELEASE ORDER

TO: PNC Bank, National Association
as Escrow Agent
80 S. 8th St., Suite 3715 (IDS Center)
Minneapolis, MN 55402
Attn: [●]

Pursuant to, and in accordance with, Section 4 of that certain Escrow Agreement, dated as of April [●], 2024 (the "Escrow Agreement"), by and among Kologik Software, Inc., a Delaware corporation ("Buyer"), Kologik LLC, a Louisiana limited liability company ("Seller"), Kologik Capital, LLC, a Louisiana limited liability company, Kologik Capital II, LLC, a Louisiana limited liability company, Kologik Technologies, LLC, a Delaware limited liability company, and PNC Bank, National Association, a national banking association ("Escrow Agent"), the undersigned hereby certifies to Escrow Agent and [Buyer]/[Seller] that:

1. attached is a Release Order pursuant to which Escrow Agent is authorized to promptly disburse \$[●] from the [●] Escrow Account to [name of applicable recipient] to [insert wire instructions] and Escrow Agent is instructed to comply with such Release Order;
2. the Release Order is final and non-appealable and from a court of competent jurisdiction;
3. Escrow Agent shall be entitled to conclusively rely on the attached Release Order without further investigation; and
4. [Buyer]/[Seller] [are/is] delivering a copy of this Certificate of Release Order simultaneously to [Buyer]/[Seller].

Capitalized terms not defined herein shall have the meanings ascribed to them in the Escrow Agreement.
Dated:

BUYER:

KOLOGIK SOFTWARE, INC.

SELLER:

KOLOGIK LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Notice Recipients

District/Off: 053N-3

User: ao1492bnc

Date Created: 6/3/2024

Case: 24-10311

Form ID: pdf801

Total: 6

Recipients of Notice of Electronic Filing:

ust	U.S. Trustee	ustp.region05@usdoj.gov
aty	Amelia L. Hurt	amelia.hurt@kellyhart.com
aty	Christy Renee Bergeron	christy.bergeron@usdoj.gov
aty	Erin K Arnold	erin.arnold@kellyhart.com
aty	Louis M. Phillips	louis.phillips@kellyhart.com

TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Kologik, LLC	301 Main Street	Suite 2200	Baton Rouge, LA 70801
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TOTAL: 1