

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI662736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ILLUSV NETWORKS LTD.	12/12/2022
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	PROOFPOINT ISRAEL HOLDINGS LTD.	
<b>Street Address:</b>	16 Aba Hilel	
<b>City:</b>	Tel Aviv	
<b>State/Country:</b>	ISRAEL	
<b>Postal Code:</b>	5250608	
<b>PROPERTY NUMBERS Total: 21</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	9553885	
Patent Number:	9553886	
Patent Number:	9712547	
Patent Number:	9954878	
Patent Number:	9690932	
Patent Number:	9787715	
Patent Number:	9742805	
Patent Number:	9794283	
Patent Number:	10291650	
Patent Number:	9985989	
Patent Number:	10623442	
Patent Number:	10713636	
Patent Number:	10097577	
Patent Number:	10142367	
Patent Number:	11303667	
Patent Number:	10404747	
Patent Number:	10382483	
Patent Number:	10333976	
Patent Number:	10432665	
Patent Number:	10333977	

PATENT

Property Type	Number
Patent Number:	10382484

**CORRESPONDENCE DATA**

**Fax Number:** 8315768222  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** (831)426-8200  
**Email:** mberger@soquelgroup.com  
**Correspondent Name:** Mr. /Marc A. Berger/  
**Address Line 1:** 43A Gordon Street  
**Address Line 2:** Apartment #16  
**Address Line 4:** Rehovot, ISRAEL 7628707

<b>ATTORNEY DOCKET NUMBER:</b>	ILLUSV
<b>NAME OF SUBMITTER:</b>	Marc Berger
<b>SIGNATURE:</b>	Marc Berger
<b>DATE SIGNED:</b>	11/28/2024

**Total Attachments: 22**  
source=Illusive Purchase Agreement (Executed) (redacted)#page1.tiff  
source=Illusive Purchase Agreement (Executed) (redacted)#page2.tiff  
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source=Illusive Purchase Agreement (Executed) (redacted)#page22.tiff

**SHARE PURCHASE AGREEMENT**

by and among

**PROOFPOINT ISRAEL HOLDINGS LTD,**

**SELLERS (as identified herein),**

**ILLUSIVE NETWORKS LTD.**

and

**SPRING LAKE EQUITY PARTNERS II LLC,  
AS SELLERS' REPRESENTATIVE**

Dated as of December 12, 2022

## SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this “Agreement”), dated as of December 12, 2022 (“Agreement Date”), is made and entered into by and among Proofpoint Israel Holdings Ltd., a company organized under the laws of Israel (“Purchaser”), each of the Persons identified on the signature pages hereto (the “Executing Shareholders”), each of the Joined Shareholders (as defined below), Illusive Networks Ltd., a private company organized in Israel, (the “Company”), and Spring Lake Equity Partners II LLC, in its capacity as Sellers’ Representative (as hereinafter defined).

### RECITALS

WHEREAS, the Sellers hold and legally own, and have all voting rights with respect to, all of the issued and outstanding shares capital of the Company;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to Purchaser, all of the issued and outstanding Company Shares (as such term is defined below) (the “Share Purchase”);

WHEREAS, concurrent with the execution of this Agreement by Purchaser, the Executing Shareholders, which hold approximately 70% of the issued and outstanding share capital of the Company, have executed and delivered this Agreement;

WHEREAS, prior to or concurrent with the Closing, but subject to the Bring-Along Election, the Company shall deliver to Purchaser executed Joinder Agreements in the form attached hereto as Exhibit J (a “Joinder Agreement”) from all Company Shareholders who are not Executing Shareholders (the “Joined Shareholders”) whereby each such Joinder Shareholder shall become a party to this Agreement and bound by and subject to the obligations hereof applicable to Sellers and Company Shareholders;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a material inducement to the willingness of Purchaser to enter into this Agreement, each of the Key Employees is executing and delivering to Purchaser (i) an employment offer letter substantially in the form attached as Exhibit A (a “Key Employee Offer Letter”), which includes standard, proprietary information, invention assignment agreements and provides for retention bonuses with respect to the Retention Pool payable to such Key Employee over a three-year period and subject to the other vesting and forfeiture terms set forth therein; and (ii) a Non-Compete Agreement substantially in the form attached as Exhibit B (each a “Non-Compete Agreement”), in each case to become effective as of the Closing;

WHEREAS, following the execution and delivery of this Agreement, Purchaser intends to provide to certain employees of the Company and its Subsidiaries an employment offer letter (a “Regular Offer Letter”), which includes standard, proprietary information, invention assignment agreements and, which, with respect to certain employees of the Company and its Subsidiaries, provide for retention bonuses with respect to the Retention Pool payable to such employee over a three-year period and subject to the other vesting and forfeiture terms set forth therein;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to Purchaser’s willingness to enter into this Agreement, each Executing Shareholder is delivering to the Purchaser a duly executed irrevocable voting proxy in the form of Exhibit G, all of

undrawn letters of credit to the extent there is no fee, cost or expense relating to the termination of such undrawn letter of credit or (4) the Company Warrants.

“Indemnitees” means Purchaser and its Affiliates (including the Company and its Subsidiaries following the Closing) and its and their respective equity holders, Representatives, successors and assigns; provided, however, that the Sellers shall not be deemed to be “Indemnitees.”

“Indemnity Escrow Account” means the indemnity escrow account established by the Escrow Agent pursuant to the Escrow Agreement.

“Indemnity Escrow Amount” means an amount in cash equal to \$6,000,000, such amount to be deposited at the Closing in the Indemnity Escrow Account with the Escrow Agent pursuant to the terms and conditions of the Escrow Agreement, including any interest accrued or income otherwise earned thereon.

“Indemnity Escrow Waterfall” means (a), first, to the holders of Series B-1 Preference Shares outstanding as of immediately prior to the Closing, an amount equal to the Series B-1 Indemnity Escrow Contribution Amount, with each such holder entitled to receive such holder’s Series B-1 Pro Rata Share thereof; provided, however, that if the Series B-1 Indemnity Escrow Contribution Amount is greater than the Indemnity Escrow Release Amount, then the holders of the Series B-1 Preference Shares shall be entitled to receive their Series B-1 Pro Rata Share of the entire Indemnity Escrow Release Amount; (b) second, if, and only if, the Indemnity Escrow Release Amount exceeds the Series A/B Indemnity Escrow Contribution Amount, to the holders of Series B Preference Shares and to the holders of Series A Preference Shares outstanding as of immediately prior to the Closing, an amount equal to the Series A/B Indemnity Escrow Contribution Amount, with each such holder entitled to receive such holder’s Series A/B Pro Rata Share thereof; provided, however, that if the Series A/B Indemnity Escrow Contribution Amount is greater than the amount equal to the Indemnity Escrow Release Amount minus the Series B-1 Indemnity Escrow Contribution Amount, then the holders of the Series B Preference Shares and the holders of Series A Preference Shares shall be entitled to receive their Series A/B Pro Rata Share of the amount equal to the Indemnity Escrow Release Amount minus the Series B-1 Indemnity Escrow Contribution Amount; and (c) finally, if, and only if, the Indemnity Escrow Release Amount exceeds the sum of the Series B-1 Indemnity Escrow Contribution Amount plus the Series A/B Indemnity Escrow Contribution Amount, to the holders of Participating Shares outstanding as of immediately prior to the Closing, an amount equal to remaining Indemnity Escrow Release Amount after payment of the amounts contemplated, with each such holder entitled to receive such holder’s Participating Pro Rata Share thereof.

“Insperty” means Insperty PEO Services, L.P.

“Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (a) patents and patent applications, including reissues, divisionals, continuations, continuations-in-part, extensions and reexaminations thereof; (b) works of authorship and copyrights, and registrations and applications for registration thereof; (c) trademarks, service marks, trade dress, logos, trade names and other source identifiers, and registrations and applications for registration thereof; (d) trade secrets, business, technical and know-how information, including inventions, whether patentable or unpatentable, and confidential information; (e) rights of publicity and privacy; (f) computer software and firmware, including source code, object code, files, documentation and other materials related thereto; (g) proprietary databases and data compilations; (h) domain names and registrations and applications for registration thereof; (i) any other intellectual property; and (j) rights in any of the

foregoing, including rights to sue or recover and retain Damages for past, present, and future infringement, dilution, misappropriation or other violation of any of the foregoing.

“International Plan” means a Benefit Plan that is not an Israel Plan.

“Israel Plan” means a Benefit Plan maintained primarily for current or former employees, officers, directors or individual independent contractors of the Company or any of its Subsidiaries located primarily within Israel.

“ITA” means the Israel Tax Authority.

“ITO” means the Israeli Income Tax Ordinance [New Version], 1961, as amended, and all rules and regulations promulgated thereunder, as may be amended from time to time, including, any publications and clarifications issued by the ITA.

“Key Employees” means, collectively, Ofer Israeli, Meny Duek, Nir Greenberg and Tomer Shamul.

“Law” means any law (including common law), statute, code, ordinance, rule, regulation, other secondary or implementing legislation, Order or charge of any Governmental Entity.

“Liability” means any debt, obligation, commitment or liability of any nature whatsoever (including any unknown, undisclosed, unmatured, unaccrued, unasserted, unliquidated, contingent, conditional, joint, several or secondary liability), regardless of whether such debt, obligation, commitment or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such debt, obligation, duty, commitment or liability is immediately due and payable.

“Lien” means any lien, pledge, mortgage, deed of trust, encumbrance, claim or security interest, assignment hypothecation, deposit, equitable interest, option, charge, judgment, attachment, right of way, encroachment, easement, servitude, restriction on transfer, restriction on voting, preferential arrangement or preemptive right, right of first refusal, obligation to sell (except in connection with a drag along right being exercised in accordance with the terms herein) or restriction of any kind.

“Material Adverse Effect” means any change, effect, event, occurrence, development, state of facts, series of events, or circumstance (any such item, an “Effect”) that, individually or in the aggregate with all other Effects, has or could reasonably be expected to have or result in: (a) a material adverse effect on the assets (including intangible assets and rights), properties, liabilities, business, condition (financial or otherwise), operations, or results of operations of the Company and its Subsidiaries or (b) a material adverse effect on the Company’s or the Sellers’ ability to perform their obligations under this Agreement or to consummate the Transactions; provided, however, that in the case of clause (a) only, none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, or could reasonably be expected to be, a Material Adverse Effect: (i) any Effect arising out of or relating to (1) United States or global (or any region thereof) (A) economic, credit, financial or securities market conditions, including prevailing interest rates or currency rates or (B) regulatory or political conditions, or (2) acts of terrorism or sabotage, the outbreak, escalation or worsening of hostilities or other national or international calamity, crisis or emergency, (whether or not pursuant to

agreement affecting such Leased Real Property, and, to the Knowledge of the Company, no such violation exists.

(g) To the Knowledge of the Company, all Taxes (including real and personal property Taxes and assessments and all special assessments, if any) pertaining to the Leased Real Properties have been paid in full on or before the date that such Taxes fall due, and there are no currently existing delinquencies with respect thereto. Neither the Company nor its Subsidiaries has received any written notice of proposed local improvement charges or special levies (or increases in existing charges or levies) with respect to any of the Leased Real Properties and, to the Knowledge of the Company, no such charges or levies (or increases) have been proposed or contemplated.

(h) No alterations, installations, decorations, improvements, additions or other physical changes have been made to any of the Leased Real Property that are required to be, or may be required to be, removed or restored by or at the expense of the Company or its Subsidiaries. Except as set forth in Schedule 3.9(h), no rent review or similar notices have been received by the Company or any of its Subsidiaries and, to their knowledge, none of the amounts currently payable in respect of any Leased Real Property is likely to be increased within the next 12 months.

#### Section 3.10. Intellectual Property.

(a) Schedule 3.10(a) sets forth a complete and accurate listing of all registered Trademarks and material unregistered Trademarks and applications therefor that are owned by or licensed to the Company or its Subsidiaries, including, as appropriate, the name of the owner of such Trademarks, the applicable registration and application dates and numbers, any renewal dates and any agreements related thereto and whether the item is owned or licensed.

(b) Schedule 3.10(b) sets forth a complete and accurate listing of all registered copyrights owned by or licensed to the Company or its Subsidiaries, together with the name of the owner of such copyrights, the applicable registration and application dates and numbers, any agreements related thereto and whether the item is owned or licensed.

(c) Schedule 3.10(c) sets forth a complete and accurate listing of all patents and patent applications owned by or licensed to the Company or its Subsidiaries, together with the name of the owner of such patents, the applicable registration and application dates and numbers, any renewal dates, any agreements related thereto and whether the item is owned or licensed.

(d) Schedule 3.10(d) sets forth a complete and accurate listing of all domain names owned by or licensed to the Company or its Subsidiaries, together with the name of the owner of such domain names and any agreements related thereto.

(e) The Company has made all necessary filings and paid all necessary registration, maintenance and renewal fees for the purpose of maintaining the Registered Intellectual Property owned by the Company or its Subsidiaries. Each of the items of Registered Intellectual Property owned by the Company or its Subsidiaries is subsisting, valid and enforceable, and each of the Company and its Subsidiaries has taken commercially reasonable steps to maintain and protect the Registered Intellectual Property so as not to adversely affect the validity or enforceability thereof.

(f) Schedule 3.10(f) sets forth a complete and accurate listing of all Company Software, together with the name of the owner of such Company Software and any agreements related to such Company Software, including Public Software licenses and COTS Licenses.

(g) The Company owns or has the right to use, and, immediately after the consummation of the Transactions, will continue to own or have the right to use on the same terms, all Intellectual Property used in or necessary to conduct the business of the Company and its Subsidiaries as presently conducted, including the development, use, marketing, distribution, licensing out and offering as a service of any Software Product.

(h) The Company and each Subsidiary have required all current and former employees and other Persons with access to the Company Confidential Information to execute enforceable Contracts requiring them to maintain the confidentiality of such information and use such information only for the benefit of the Company and its Subsidiaries, provided that certain non-employee Persons may not be subject to such a Contract if they are otherwise bound by a legally binding duty of confidentiality to the Company. All current and former employees and contractors of the Company and its Subsidiaries created, developed or otherwise who contributed to any material Intellectual Property of or for the Company or its Subsidiaries have executed contracts that assign to the Company all of such Person's respective rights, including Intellectual Property, relating to such Intellectual Property.

(i) Except as set forth on Schedule 3.10(i): (i) the Company is the exclusive owner of the Intellectual Property owned or purported to be owned by the Company or its Subsidiaries, free and clear of all Liens (other than Permitted Liens); (ii) no proceedings, actions, suits, hearings, arbitrations, investigations, charges, complaints, claims, demands or similar actions have been instituted, are pending or, are threatened that challenge the rights of the Company or its Subsidiaries (as applicable) in or to the validity, enforceability, use or ownership of such Intellectual Property; (iii) within the past six (6) years, neither the use of the Intellectual Property as currently used by the Company or its Subsidiaries (as applicable) in the conduct of its business, nor the conduct of its business as presently conducted, infringes upon, dilutes, misappropriates, or otherwise conflicts with any Intellectual Property of any Person in any respect, and neither the Company nor its Subsidiaries has received any written charge, complaint, notice, claim or other assertion of any present, impending or threatened violation, infringement, misappropriation, dilution or other challenge of, or conflict resulting from, the use, exploitation or ownership by the Company or its Subsidiaries of any Intellectual Property (including cease and desist letters, demand letters or similar unsolicited invitations to license Intellectual Property from another Person) and there are no written claims pending or, to the Knowledge of the Company, threatened of any such violation, infringement, misappropriation, or other challenge or conflict, nor is there any reasonable basis therefor. Neither the Company nor its Subsidiaries has prepared or received from any Person any documents or analysis which concludes that the Company or its Subsidiaries or any of their products or services have infringed any Intellectual Property. To the Company's Knowledge, within the past six (6) years, no third Person has infringed, misappropriated, diluted, or otherwise violated any of the Company's or its Subsidiaries' (as applicable) Intellectual Property.

(j) The Business Systems owned by or under the control of the Company or its Subsidiaries are in good working condition in all material respects to effectively perform all information technology operations necessary to conduct the business of the Company and its Subsidiaries as currently conducted, including as to capacity, scalability and ability to process current peak volumes in a timely manner. Except as set forth in Schedule 3.10(j), in the last eighteen (18)



months, neither the Company nor its Subsidiaries has experienced any material disruption to, or material interruption in, the conduct of business attributable to a failure, security breach or other unauthorized access, defect, bug, breakdown or other failure or deficiency of the Business Systems (each, a “Company System Interruption”). The Company and each Subsidiary have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect confidential information and the integrity, continuous operation, and security of all Business Systems and data, including Personal Information used in connection with the operation of their respective businesses. Except as set forth in Schedule 3.10(j), the Company and each Subsidiary maintain commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities, and use commercially reasonable efforts to act in compliance therewith. In the event of a Company System Interruption, such plans and procedures shall operate to promptly restore the Business Systems for use in the conduct of the Company’s and each Subsidiary’s business in all material respects within a time frame commensurate with the criticality of the corresponding Business Systems. Except as set forth in Schedule 3.10(j), the Company and each Subsidiary have taken measures, consistent with industry best practices, to protect the confidentiality, integrity and security of the Business Systems (and all information and transactions stored or contained therein or transmitted thereby) against any unauthorized use, access, interruption, modification or corruption. Except as set forth in Schedule 3.10(j), there have been no material unauthorized intrusions or breaches of the security of such Business Systems or other adverse events affecting the Company or its Subsidiaries which require notification of individuals, law enforcement, or any Governmental Entity. The Company and each Subsidiary use methods (including passwords) consistent with industry best practices to ensure the correct identity of the users of its Software Products, databases, systems, networks and internet sites and the correct identity of its customers, and uses encryption (or equivalent) protection consistent with industry best practices to guarantee the security and integrity of transactions executed through its Software Products and Business Systems. The Company or its Subsidiaries owns, leases, licenses or otherwise has the legal right to use or have operated on its behalf, all Business Systems. The Company and each Subsidiary have undertaken all necessary surveys, audits, inventories, reviews, analyses and/or assessments (including any necessary risk assessments and risk analyses) of all areas of their respective businesses and operations required by applicable Data Security Requirements.

(k) Neither the Software Products nor the Business Systems contain any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” “worm,” “spyware” or “adware” (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing or facilitating, any of the following functions: disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed (other than such end of subscription term mechanism according to the commercial terms) (collectively, “Malicious Code”). The Company and each Subsidiary have implemented reasonable measures to prevent the introduction of Malicious Code into the Software Products and Business Systems (with respect to the Business Systems, solely to the extent within the control of the Company or its Subsidiaries), including firewall protections and regular virus scans.

(l) Except as set forth on Schedule 3.10(l), neither the Company nor its Subsidiaries has used any Public Software in any manner that would (i) require or condition the use or distribution of any of the Software Products or the disclosure, licensing or distribution of any source code of Owned Intellectual Property or of any portion of a Software Product (other than such Public Software), (ii) require the licensing of any Owned Intellectual Property or of any portion of a Software Product (other than such Public Software) under any Public Software license, or (iii) impose any other

material limitation, restriction, or condition on the right of the Company or its Subsidiaries to use or distribute any Software Products or any such Owned Intellectual Property. Other than (a) non-exclusive licenses and subscription access granted to customers in the Ordinary Course, or access by employees or consultants of such customers that are bound by confidentiality obligations, (b) access by employees or consultants of the Company or its Subsidiaries, (c) resellers, distributors and partners that are bound by confidentiality obligations, or (d) copies provided to third-party escrow agents of the Company or its Subsidiaries or code scan service providers that have, in each case, entered into confidentiality agreements, the Company and each Subsidiary have not assigned, transferred, licensed, distributed or otherwise granted any right or access to any Person, or covenanted not to assert any right, with respect to any Software Product.

(m) Schedule 3.10(m) sets forth the current (as of the date hereof) list of known bugs, errors or defects maintained by the Company's and its Subsidiaries' development or quality control groups with respect to the Software Products. The Company and each Subsidiary have documented all known material bugs, errors and defects in the Software Products, and such documentation is retained and is available internally at the Company and its Subsidiaries (as applicable) and has been made available to Purchaser. There are no bugs, errors or defects in the Software Products which do, or may reasonably be expected to, adversely affect the value, functionality or fitness of the intended purpose of such Software Products or that would reasonably be expected to adversely affect the ability of the Company or its Subsidiaries to perform their contractual or legal obligations; nor has there been, and there are no written claims asserted against the Company or its Subsidiaries or any of their customers related to such Software Products. The development and quality control groups of the Company and its Subsidiaries contain the requisite knowledge, skills and abilities for such groups to maintain and service the Software Products in all material respects, and to correct any material bugs, errors or defects in such Software Products (whenever discovered), in each case (i) consistent with the Company and its Subsidiaries' contractual and legal obligations and (ii) without incurring material costs or expenses in addition to those costs and expenses budgeted for such activities in the Ordinary Course.

(n) The source code for the Company Software is and has been maintained in confidence by the Company and its Subsidiaries. Except as set forth on Schedule 3.10(n), no source code for any Company Software has been delivered, licensed, or otherwise made available by the Company or its Subsidiaries to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of the Company or its Subsidiaries. Except as set forth on Schedule 3.10(n), the Company or its Subsidiaries have no duty or obligation (whether present, contingent, or otherwise) to deliver, license, or otherwise make available the source code for any Company to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of the Company or its Subsidiaries. Except as set forth on Schedule 3.10(n), no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or would reasonably be expected to, result in the delivery, license, or disclosure of the source code for any Company Software to any Person who is not, as of the date of this Agreement, an employee of the Company or its Subsidiaries.

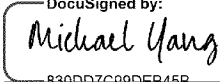
(o) Neither the Company nor its Subsidiaries has received any written claims, or to the Knowledge of the Company, oral claims with respect to the operation or functionality of any of the Software Products which do, or would reasonably be expected to, adversely affect the Company's or its Subsidiaries' ability to satisfy any of its material contractual or legal obligations.

Section 3.11. Litigation. Except as set forth on Schedule 3.11: (a) there is no Proceeding pending or, to the Company's Knowledge, threatened with respect to the Company or its Subsidiaries;

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**PURCHASER:**

PROOFPOINT ISRAEL HOLDINGS LTD.

By:  830DD7C00DEB45B...

Name: Michael Yang

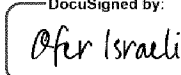
Title: Director and CEO

*[Signature Page to Share Purchase Agreement]*

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**COMPANY:**

ILLUSIVE NETWORKS LTD.

By:  DocuSigned by:  
02F83A002027474...  
Name: Ofer Israeli  
Title: CEO

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS' REPRESENTATIVE:**

Spring Lake Equity Partners II LLC

By: Spring Lake Equity II GP LLC  
Its Managing Member

By: Spring Lake Equity Management LLC  
Its Managing Member

DocuSigned by:  
*Jeff Williams*  
5AAA8EB36AD7444...

Name: Jeff Williams  
Title: Director

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

Marker Follow-On Fund, LP

By: Marker Follow-On Fund GP, Ltd., its General Partner

By:  \_\_\_\_\_

Name: Richard Scanlon

Title: Director

*[Signature Page to Share Purchase Agreement]*

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

Marker II LP

By: Marker II GP, Ltd., its General Partner

By:  \_\_\_\_\_

Name: Richard Scanlon

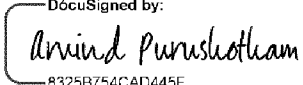
Title: Director

*[Signature Page to Share Purchase Agreement]*

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

Citi Ventures, Inc.

By:  DocuSigned by:  
8325B754CAD445F...

Name: Arvind Purushotham

Title: Managing Director

*[Signature Page to Share Purchase Agreement]*



IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

DocuSigned by:  
*Ofer Israeli*

B2F93A002027474...

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Ofer Israeli

*[Signature Page to Share Purchase Agreement]*

**PATENT**  
**REEL: 069461 FRAME: 0207**

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

Team8 Partners, L.P.

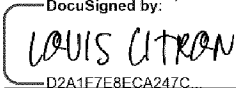
By:  DocuSigned by:  
D2C004C4708D483...  
Name: nadav zafir  
Title: Board chairman

*[Signature Page to Share Purchase Agreement]*

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

NEA Ventures 2015, Limited Partnership

By:  DocuSigned by:  
D2A1F7E8ECA247C

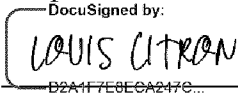
Name: LOUIS CITRON

Title: Chief Legal officer

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

New Enterprise Associates 15, L.P.

By:  DocuSigned by:  
D2A1F7E8E6A247C...

Name: LOUIS CITRON

Title: Chief Legal officer

*[Signature Page to Share Purchase Agreement]*

**PATENT  
REEL: 069461 FRAME: 0210**

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

BVP SEED SAFE LLC

By:  6342BBA6D4B94DF...

Name: Scott Ring

Title: General Counsel

*[Signature Page to Share Purchase Agreement]*

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

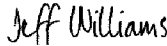
**SELLERS:**

Spring Lake Equity Partners II LLC

By: Spring Lake Equity II GP LLC  
Its Managing Member

By: Spring Lake Equity Management LLC

DocuSigned by: Its Managing Member



5AA8EB36402441  
Jeff Williams

Name: \_\_\_\_\_

Title: Director

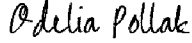
IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**ADDITIONAL SIGNATORY:**

DocuSigned by:  
  
D2C004C4708D483...  
Nadav Zafir, the Chairman of the Board of Directors of the Company, as proxyholder

**SELLERS:**

ESOP Management & Trust Services Ltd.

DocuSigned by:  
  
B39893B85D604A6...  
By: Odelia Pollak  
Name: Odelia Pollak  
Title: CEO

**FOR THE BENEFIT OF:**

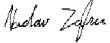
Yoni Doron  
Yochanan Sharon  
Yoav Shtilerman  
Yoav Epelman  
Yariv Hashai  
Yana Sivan  
Yair Tenenbaum  
Yael Roubach  
Udi Peled  
Tom Kahana  
Tal Yohai  
Stephane Roubach  
Shlomo Touboul  
Shlomi Lavi  
Sharon Sultan  
Sharon Bittan  
Shani Israeli  
Royi Goldenberg  
Revital Aronis  
Raz Koplevich  
Ravit Segev  
Ran Etzion  
Omer Biran  
Ofrat Hellerman  
Ofir Lauber  
Nimrod Lavi  
Netanel Reshef  
Nadav Arbel  
Moshe Segev  
Matan Kubovsky

Liad Gareh  
Lena Vatmacher  
Lee Abe Teichner  
Kesem Simon  
Jenia Kontantinovsky  
Itay Swissa  
Itai Ben David  
Itai Avraham  
Hanan Levin  
Hadar Yudovich  
Guy Segev  
Guy Sax  
Guy Rosenthal  
Gily Netzer  
Gil Shulman  
Gali Nimni  
Gal Alon  
Gabi Katz  
Evgeniya (Jenny) Askenova  
Effie Mansdorf  
Dudi Hazan  
Dolev Ben Shushan  
Chen Kazaz  
Bar Gal  
Bar Aluf  
Aviv Malka  
Asaf Cohen  
Amir Yonatan  
Alon Kafri  
Adi Ozer

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, Purchaser, the Sellers, the Company and the Sellers' Representative have caused this Agreement to be executed on the date first set forth above.

**SELLERS:**

DocuSigned by:  
  
D2C094C4708D483...

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By Nadav Zafir, the Chairman of the Board of Directors of the Company, as proxyholder

**FOR THE BENEFIT OF:**

Wendy Winstead Lance  
Tristan Fine  
Tracy Pallas  
Timothy Nursall  
Tim Trenkenschu  
Stefan Joost  
Scott Prouty  
Robert Golladay  
Nauman Alikhan  
Michelle Marchand  
Kenneth Sigel  
Jason Silberman  
Ivan Foreman  
Douglas Mclaughlin  
Charles Kirby Wadsworth  
Chad Gasaway  
Brian Harmon

*[Signature Page to Share Purchase Agreement]*