

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM847470

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	AFFIDAVIT OF TRADEMARK OWNERSHIP
RESUBMIT DOCUMENT ID:	900806990

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jurisdiction Online, LLC		10/14/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CentralSquare Technologies LLC
Street Address:	1000 Business Center Drive
City:	Lake Mary
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2700074	JURISDICTION ONLINE

CORRESPONDENCE DATA**Fax Number:**

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: 212 446-5900
Email: shanti.conway@kirkland.com
Correspondent Name: Shanti Sadtler Conway
Address Line 1: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	45721-3
NAME OF SUBMITTER:	Shanti Sadtler Conway
SIGNATURE:	/Shanti Sadtler Conway/
DATE SIGNED:	10/20/2023

Total Attachments: 239

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UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Registration of:

Mark: JURISDICTION ONLINE

Registration No: 2,700,074

Registered: March 25, 2003

AFFIDAVIT OF BARRY MEDINTZ

I, Barry Medintz, hereby declare as follows:

1. I am the Corporate Secretary of CentralSquare Technologies, LLC, a Delaware limited liability company with its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746 (“CentralSquare”). I submit this affidavit concerning the ownership of Trademark Registration 2,700,074 for the mark JURISDICTION ONLINE (the “Registration”). CentralSquare is the current owner of such Registration.

2. The current owner of record of the Registration is Jurisdiction Online, LLC, a Delaware limited liability company (“Jurisdiction Online”).

3. Jurisdiction Online was a wholly owned subsidiary of CentralSquare prior to its dissolution. Attached hereto as **Exhibit A** is the Limited Liability Company Agreement of Jurisdiction Online, dated as of October 12, 2017, reflecting that Apteon, Inc., a Delaware corporation (“Apteon”), is the sole member of Jurisdiction Online. Attached hereto as **Exhibit B** is the Securities Purchase Agreement, dated as of July 4, 2018, evidencing, among other things, the sale of Apteon and its subsidiaries, including Jurisdiction Online, to Moose Buyer, LLC, a Delaware limited liability company (“Moose Buyer”). Attached hereto as **Exhibit C** is a member consent of Moose Buyer, dated as of August 31, 2018, reflecting that Moose Buyer’s sole

member is TriTech Software Systems, a California corporation (“TriTech”). Attached hereto as **Exhibit D** is a stockholder consent of TriTech, dated as of January 11, 2020, reflecting that TriTech’s sole stockholder is CentralSquare.

4. On December 30, 2019, Jurisdiction Online dissolved. Attached hereto as **Exhibit E** is a true and accurate copy of the Certificate of Dissolution for Jurisdiction Online. Attached hereto as **Exhibit F** is a true and accurate copy of the relevant law of the State of Delaware providing that remaining assets in a dissolving limited liability company are automatically distributed to its member(s). Thus, as of its dissolution, all remaining assets in Jurisdiction Online were distributed to CentralSquare.

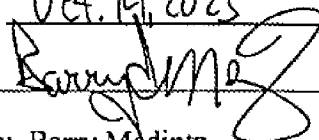
5. The above-mentioned asset distribution included the Registration along with the goodwill of the business in connection with which the registered mark was used. The mark reflected in the Registration continues to be in use by CentralSquare.

6. Accordingly, CentralSquare is the current owner of the Registration and as a result, CentralSquare is submitting the Section 8 and 9 renewal for this Registration along with a Petition to the Director to Reinstate the Registration. TMEP § 502.01.

7. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

CentralSquare Technologies, LLC

Date: Oct. 14, 2023

By: 

Name: Barry Medintz

Title: Corporate Secretary

Exhibit A
Limited Liability Company Agreement

[See Attached.]

**LIMITED LIABILITY COMPANY AGREEMENT
OF
JURISDICTION ONLINE, LLC**

This Limited Liability Company Agreement (this “Agreement”) of Jurisdiction Online, LLC, a Delaware limited liability company (the “Company”), is entered into as of October 12, 2017, by Aptean, Inc., a Delaware corporation, as the sole member of the Company (the “Sole Member”).

The Sole Member has authorized the formation of a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the “Act”), and the Sole Member hereby agrees as follows:

1. Name. The name of the Company is Jurisdiction Online, LLC.
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.
3. Term. The term of the Company began on October 12, 2017, the date the Company’s Certificate of Formation was filed with the Secretary of State of the State of Delaware, and shall continue until the Company is dissolved by act of the Sole Member or by operation of law.
4. Principal Office Address. The address of the principal office of the Company is 4325 Alexander Drive, Suite 100, Alpharetta, GA 30022.
5. Registered Agent. The name and address of the registered agent of the Company for service of process in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.
6. Member and Membership Interest Ownership. The name of the Sole Member and its ownership percentage of the Company are set forth in Exhibit A, as amended from time to time in accordance with the terms of this Agreement.
7. Capital Contributions. The Sole Member has contributed the amount in cash set forth on Exhibit A, and no other property, to the Company.
8. Management.
 - a. The business and affairs of the Company shall be managed by the Sole Member. All actions taken by the Sole Member shall require the affirmative vote (whether by proxy or otherwise) of the Sole Member holding all of the membership interests in the Company. The Sole Member may appoint such officers, hire such employees, and engage such other agents of the Company as it may from time to time consider appropriate.
 - b. The officers of the Company (the “Officers”) appointed by the written consent of the Sole Member shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise, possessed by the Sole Member under the laws of the State of Delaware and, to the extent the Sole Member has delegated such power to officers, employees and other agents of the Company, such officers, employees, and other agents shall have such power.

9. Allocations of Profits and Losses. The Company's profits and losses shall be allocated to the Sole Member as determined by the Sole Member.

10. Distributions. Distributions shall be made to the Sole Member at the time and in the aggregate amounts determined by the Sole Member.

11. Certificates. The membership interest of the Sole Member as provided on Exhibit A, shall be uncertificated unless otherwise determined by the Sole Member.

12. Assignments. The Sole Member may assign, sell, transfer or otherwise dispose of, in whole or in part, its limited liability company interest in the Company.

13. Liability of Members. The Sole Member shall not have any liability for the obligations or liabilities of the Company except to the extent required by the Act.

14. Amendment. This Agreement may be amended or modified only by a writing that makes reference to this Agreement and is signed by the Sole Member.

15. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

16. Pledge of Interest. Anything to the contrary contained in this Agreement notwithstanding, no restriction upon assignment or transfer, whether set forth in this Agreement or otherwise, (a) shall apply to the pledge by the Sole Member of all or any portion of its membership interests (the "Pledged Collateral") in the Company, or (b) shall restrict the pledgee of such pledge from exercising its rights and remedies with respect to the Pledged Collateral, including any foreclosure upon or subsequent disposition of such Pledged Collateral by the pledgee. Without limiting the foregoing, (i) the purchaser(s) of all or any portion of the Pledged Collateral at foreclosure of such pledge, and the transferee(s) or assignee(s) of all or any portion of the Pledged Collateral in lieu of foreclosure of such pledge, shall be admitted as a member of the Company and shall have all of the rights and powers of the Sole Member that previously owned such membership interests without any further consent of the Sole Member or any member of the Company; and (ii) without any further action, the Sole Member that previously owned such membership interests shall cease to be a member of the Company and shall have no further rights or obligations under this Agreement, except that such Sole Member shall have the right to such information as shall be necessary for the computation of such Sole Member's tax liability, if any. If, as a result of such foreclosure or such transfer in lieu of foreclosure, there is more than one member of the Company, this Agreement and all other relevant documents shall be amended to reflect such change in the number of members of the Company. Upon the transfer of all or any portion of the Sole Member's membership interest as a pledge or transfer, the Sole Member and/or the pledgee of such pledge shall provide written notice to the Company of such transfer. Each such notice shall identify the applicable pledgee and set forth its address for purposes of consents and other matters described in this Agreement that pertain to such transfer or to the applicable pledgee. From the date the Company receives any such notice until the date the Company receives evidence that such pledge has been released by the applicable pledgee, the Company shall be bound by such notice for such purposes.

17. Bankruptcy of a Member. Any member of the Company, or any assignee who becomes a member of the Company, shall not cease to be a member of the Company upon the occurrence of any of the events set forth in Section 18-304 of the Delaware Limited Liability Company Act with respect to such member of the Company and shall continue to be a member of the Company until such time as such member's membership interests are effectively assigned or transferred.

18. Agent as Third Party Beneficiary. Notwithstanding anything to the contrary contained in this Agreement, any pledgee of the Pledged Collateral shall have rights as an express third party beneficiary of Sections 16 and 17 of this Agreement and shall be entitled to enforce the provisions of this Agreement. No amendment, modification, or waiver of any of the provisions of Sections 16 and/or 17 of this Agreement that is adverse to the rights of any such pledgee shall be effective without the prior written consent of such pledgee so long as any of the membership interests of the Company is subject to a pledge.

* * * * *

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first set forth above.

SOLE MEMBER:

APTEAN, INC.

By: Kim L. Eaton
Name: Kim L. Eaton
Title: CEO

John Westerman@shinkland.com
Project House Signs & More (2017)

[Limited Liability Company Agreement of Jurisdiction Online, LLC]

Exhibit A

<u>Member</u>	<u>Member Percentage Ownership</u>	<u>Capital Contribution</u>
Aptean, Inc.	100%	\$10.00

John Westerman@shutterstock.com
Project House Studio 2 10/19/2019 11:40

Exhibit B

Securities Purchase Agreement

[See Attached.]

SECURITIES PURCHASE AGREEMENT

AMONG

APTEAN, INC.,

YALETOWN ACQUIROR S.À R.L,

**VISTA EQUITY PARTNERS MANAGEMENT, LLC,
AS SELLERS' REPRESENTATIVE,**

AND

MOOSE BUYER, LLC

DATED AS OF JULY 4, 2018

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Exhibit A: Agreed Accounting Principles
Exhibit B: Assignment of Purchased Securities
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Exhibit H: Form of Business Transfer Agreement

Annex A: Project Moose Structure Deck

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT, dated as of July 4, 2018 (this “Agreement”), is made by and among Apteau, Inc., a Delaware corporation (“Apteau”), Yaletown Acquiror S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 19 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under registration number B 168.013 (“Yaletown” and, together with Apteau, the “Sellers”), Vista Equity Partners Management, LLC, a Delaware limited liability company, solely in its capacity as the representative of the Sellers and certain other Persons appointed pursuant to Section 4.19 (the “Sellers’ Representative”), and Moose Buyer, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, certain of the parties hereto and their Affiliates desire to consummate the transactions contemplated by the Project Moose Structure Deck, dated July 3, 2018, by Ernst & Young LLP and attached hereto as Annex A (the “Project Moose Structure Deck”; and such transactions, the “Pre-Closing Reorganization”);

WHEREAS, immediately following the consummation of the Pre-Closing Reorganization, the Sellers shall directly own all of the issued and outstanding equity securities of Medworxx UK, HoldCo, Medworxx Canada and Apteau Canada (collectively, the “Purchased Securities”);

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, the Sellers desire to sell to Buyer, and Buyer desires to purchase from the Sellers, all of the Purchased Securities; and

WHEREAS, the Sellers and Buyer desire to make certain representations, warranties and agreements in connection with, and also to prescribe certain conditions to, the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

“Acquisition Proposal” means any offer, proposal or inquiry relating to, or any Person’s indication of interest in, an Acquisition Transaction.

“Acquisition Transaction” means, other than the transactions contemplated by this Agreement, including the Pre-Closing Reorganization, (i) the sale, license, disposition or acquisition of material portion of the assets owned by the Company Group or comprising the

Business (other than in the ordinary course of business consistent with past practices), (ii) the issuance, disposition or acquisition of (a) any capital stock or other equity security of any member of the Company Group, (b) any subscription, option, call, warrant, preemptive right, right of first refusal or any other right (whether or not exercisable) to acquire any capital stock or other equity security of any member of the Company Group or (c) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of any member of the Company Group or (iii) any merger, consolidation, business combination, reorganization or similar transaction involving any member of the Company Group.

“Action” means any civil, criminal or administrative action, suit, claim, charge, complaint, audit, investigation, litigation or similar proceeding, in each case by or before a Governmental Entity, or any arbitration proceeding.

“Affiliate” of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such first Person. For purposes of this definition and the definition of “Subsidiary” below, “control” (or “controlled”, “controlled by” and “under common control with” as the context may require) of a Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, unless otherwise specified herein, the Company Group shall be deemed to be an Affiliate of the Sellers (and not Buyer) prior to Closing, and shall be deemed an Affiliate of Buyer (and not the Sellers) from and after the Closing.

“Agreed Accounting Principles” means the accounting policies, principles, practices and methodologies set forth on Exhibit A.

“Anti-Corruption Laws” means all Applicable Laws relating to the prevention of corruption and bribery, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, and all other anti-bribery or anti-corruption Applicable Laws, each as amended.

“Antitrust Laws” means any federal, state or foreign law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade or the significant impediment of effective competition.

“Applicable Law” means any foreign, federal, state, provincial or local law (statutory, common or otherwise), rule, ruling, constitution, treaty, regulation, judgment, injunction, executive order, order, decree, injunction, statute, ordinance, principle of common law, rule or restriction enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time.

“Aptean Canada” means Aptean Canada Software Inc., a British Columbia corporation.

“Assignment of Purchased Securities” means the Assignment of Purchased Securities in the forms set forth as Exhibit B.

“Benefit Plan” means each “employee benefit plan” within the meaning of Section 3(3) of ERISA, and each severance, incentive, bonus, retention, change in control, deferred compensation, profit sharing, retirement, welfare, post-employment welfare, vacation, paid-time-off, stock purchase, stock option, equity incentive or other material benefit plan, policy, program, agreement or arrangement that is sponsored, maintained, contributed to or required to be contributed to by any Seller or its Affiliates for the benefit of any employee of the Company Group, or with respect to which the Company Group has any Liability, other than Canadian plans established pursuant to statute.

“Business” means (i) providing software and services focused on the provision of financial, tax, municipal, payroll, and human resource solutions to local municipalities, local government organizations, and other public sector organizations in the US, Canada, and Australia, (ii) providing software and services focused on the administration and delivery of public safety services and record keeping to their respective constituents and governing bodies to police departments, fire departments, and other public safety-focused public sector organizations in the US, Canada, and South America, and (iii) providing software and services focused on the provision of health information data exchange applications for large community hospital delivery networks, learning management system for compliance and reporting in hospital networks and the managing of the patient care lifecycle from administration and dispatch to municipal hospitals and other public sector-backed healthcare organizations in the US, Canada, UK and France..

“Business Data” means all business information and all personally-identifying information and data (whether of employees, contractors, consultants, customers, consumers, or other Persons and whether in electronic or any other form or medium) that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of by any of the Company IT Assets.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York City are required or authorized by Applicable Law to be closed.

“Business Product” means all computer software (in object code or source code format), data and databases, and related documentation and materials and other products, including any of the foregoing currently in development, from which the Company Group has derived within the one (1) year preceding the date hereof, is currently deriving or is scheduled to derive, revenue from the sale, license, maintenance or provision thereof.

“Business Product Data” means all data and information, including personal data, whether in electronic or any other form or medium, that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of by any of the Business Products.

“Cash” means, without duplication, the aggregate amount of all cash (including, for the avoidance of doubt, the HSBC Cash Asset, security deposits and other restricted or trapped cash) and cash equivalents (including marketable securities, warranty bonds, short term investments, liquid instruments, petty cash deposits in transit to the extent there has been a reduction of

receivables on account therefor, the amount of any received and uncleared checks, wires or drafts), but not including the amount of any issued but uncleared checks, wires or drafts (to the extent the payables associated with such checks, wires or drafts are reflected in the calculation of Net Working Capital).

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state law.

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

“Collar Amount” means an amount equal to \$750,000.

“Companies” means, collectively, HoldCo, Medworxx UK, Medworxx Canada and Aptean Canada. Each individually is referred to herein as a “Company”.

“Company Benefit Plan” means each Benefit Plan sponsored by the Companies.

“Company Employees” means all employees of the Company Group who are employed by the Company Group immediately following the Closing.

“Company Group” means each of the Companies and each of their respective direct and indirect Subsidiaries.

“Company IT Assets” means the computer hardware, Software, firmware, middleware, servers, systems, networks, workstations, electronic data processing, information, record keeping, networks, interfaces, platforms, peripherals, and computer systems owned or controlled by the Company Group in the conduct of its Business.

“Company Real Property Leases” means all written leases, licenses or other agreements pursuant to which the Company Group conveys or grants to any Person a leasehold estate in, or the right to use or occupy, any Company Leased Real Property or portion thereof, including the right to all security deposits and other amounts and instruments deposited with or on behalf of the Company Group or any of its Affiliates thereunder.

“Confidentiality Agreement” means the certain Confidentiality Agreement, dated as of March 24, 2018, by and between Bain Capital Private Equity, LP and Parent.

“Contract” means any legally binding note, bond, mortgage, indenture, deed of trust, lease, license, instrument, contract or agreement, whether oral or written, together with all amendments and modifications thereto.

“Current Assets” means the aggregate amount of the current assets of the Company Group in the categories included in the specific line items shown on Exhibit C, calculated in accordance with the Agreed Accounting Principles. For the avoidance of doubt, Current Assets shall not include Cash.

“Current Liabilities” means the aggregate amount of the current liabilities of the Company Group in the categories included in the specific line items shown on Exhibit C,

calculated in accordance with the Agreed Accounting Principles. For the avoidance of doubt, Current Liabilities shall not include (i) Indebtedness or (ii) Transaction Expenses.

“Data Security Requirements” means, collectively, all of the following to the extent relating to Data Treatment or otherwise relating to privacy, security, or security breach notification requirements and applicable to the Company Group, to the conduct of the Business, or to any of the Company IT Assets or any Business Data: (a) all Applicable Laws; (b) required industry standards applicable to the industry in which the Company operates (including, if and to the extent applicable, the Payment Card Industry Data Security Standard (PCI DSS)); and (c) contracts with customers into which any member of the Company Group has entered or by which it is otherwise legally bound.

“Data Treatment” means the access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, security, destruction, or disposal of any personal, or confidential information or data (whether in electronic or any other form or medium).

“Debt Financing Sources” mean the agents, arrangers, lenders and other entities that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of the Debt Financing or any other financing (other than any equity financing) in connection with the transactions contemplated hereby, including the parties to any joinder agreements, indentures or credit agreements entered into in connection therewith, together with their respective affiliates and their and their respective affiliates and their and their respective affiliates’ officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns.

“Designated Employee” means the employees of Sellers and their Affiliates whose names, job titles, work locations, date of hire, and their respective annual salary or hourly wage rate are set forth on Section 5.1 of the Disclosure Schedule, which schedule shall be updated by the Sellers and delivered to Buyer at least two (2) Business Days prior to the Closing to adjust for (i) each Designated Employee who has resigned, been terminated, or has otherwise ceased to be employed by the Company Group or any of its Affiliates and (ii) each Person not previously designated as a Designated Employee newly hired or engaged by the Company Group or any of its Affiliates as an employee prior to the Closing, to the extent permitted by Section 4.1(a)(vi), to service the Company Group and its businesses.

“Disclosure Schedule” means the Disclosure Schedule (including any attachments thereto) delivered in connection with, and constituting a part of, this Agreement.

“Enterprise Value” means two hundred fifty million U.S. Dollars (\$250,000,000).

“Environmental Laws” means any Applicable Laws concerning pollution or protection of the environment, or protection of public health and safety or worker health and safety (insofar as affected by exposure to any hazardous substance or waste).

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

“ERISA Affiliate” means any corporation or trade or business that, together with the Company Group, is or was, at a relevant time, treated as a single employer under Section 414 of the Code.

“Escrow Agent” means Citibank, N.A.

“Escrow Agreement” means the escrow agreement in the form attached hereto as Exhibit D.

“Escrow Amount” means cash in the amount of \$4,000,000.

“Escrow Fund” means the Escrow Amount deposited into escrow pursuant to the Escrow Agreement.

“Ex-Im Laws” means all Applicable Laws relating to export, reexport, transfer, and import controls, including, without limitation, the Export Administration Regulations, the customs and import Applicable Laws administered by U.S. Customs and Border Protection.

“Excluded Liabilities” means (i) all Liabilities arising upon or prior to the Closing or to the extent relating to the period prior to Closing (including Taxes, irrespective of when asserted) if not related to or arising out of the business, properties, employees, personnel, assets or operations of the Business, whether at the Closing or prior thereto, (ii) all Liabilities retained by the Sellers pursuant to Section 5.5 and all Liabilities arising from or related to any employee benefit plan subject to Title IV of ERISA that has been maintained or contributed to by the Company Group or any ERISA Affiliate at or prior to the Closing and (iii) all obligations of the Company Group under any unfunded deferred compensation plan or underfunded defined benefit pension plan that has been maintained or contributed to by the Company Group or any ERISA Affiliate prior to the Closing.

“Fraud” means common law fraud in the making of the express representations and warranties in Article III or in any other Transaction Document committed with actual knowledge and intent to deceive (excluding, for the avoidance of doubt, constructive or reckless fraud).

“GAAP” means generally accepted accounting principles in the United States, consistently applied.

“Government Contract” means any Contract for the sale of supplies or services currently in performance or that has not been closed between any Company Group and a Governmental Entity or entered into by any Company Group as a subcontractor at any tier in connection with a Contract between another Person and a Governmental Entity.

“Government Official” shall mean any officer or employee of a Governmental Entity, any public organization, or a state-owned entity, or any person acting in an official capacity for or on behalf of any Governmental Entity, any public organization, or a state-owned entity.

“Governmental Entity” or “Governmental Entities” means any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, applicable self-regulatory organization, or any arbitrator but shall expressly exclude for all

purposes of this Agreement other than for the definition of “Government Official” or “Government Contracts” and the representations and warranties regarding compliance with Anti-Corruption Laws in Section 3.1(m) and Government Contracts in Section 3.1(o), any ancillary agreements hereto and any certificates delivered in connection herewith and therewith, any such Governmental Entity or Governmental Entities in their capacity as a client or potential client of the Company Group (or in its connection as a customer or recipient of services, or potential customer or potential recipient of services, from any such client), including, in all cases, as a counterparty to any agreement with any member of the Company Group.

“HoldCo” means Project Moose, LLC, a Delaware limited liability company.

“HSBC Cash Asset” means the outstanding deposit amount related to Aptean Canada Software credit card collateral which had an approximate balance of 151,000 Canadian Dollars as of December 31, 2017.

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

“Indebtedness” of a Person means, without duplication, the outstanding principal amount of, and all interest, premiums, penalties, prepayment fees and other amounts accrued and unpaid in respect of, (a) any indebtedness for borrowed money (including borrowed money evidenced by bonds, debentures or notes, other than performance bonds or similar operating instruments related to any contractual requirements with customers) of such Person (excluding (x) any intercompany obligations between Company Group entities for borrowed money and (y) any current trade payables and/or accounts payable, which in the case of clause (y) are included in the calculation of Final Working Capital), whether or not recourse to such Person, (b) all leases of such Person required to be capitalized pursuant to GAAP, (c) any reimbursement obligation of such Person with respect to letters of credit (excluding letters of credit to the extent undrawn), bankers’ acceptances or similar facilities issued for the account of such Person, (d) all obligations to make deferred payments in respect of acquisitions, earn-outs, deferred compensation and holdbacks relating to historical acquisitions, (e) all obligations under interest rate cap agreements, interest rate swap agreements, foreign currency exchange agreements and other similar agreements, (f) all Liabilities to current or former equityholders in respect of dividends or other distributions declared prior to Closing, including unpaid dividends to equityholders, (g) all unpaid income Tax Liabilities of the Company Group attributable to a taxable period (or portion thereof) ending on or prior to the Closing Date (which shall not be an amount less than zero), (h) all Liabilities of the Company Group as of the Closing for any outstanding severance amounts owed to any former employee (including the employer portion of any payroll, social security, unemployment or similar Tax imposed on such amounts), (i) unpaid consulting or professional fees relating to the Pre-Closing Reorganization or any prior acquisition or restructuring, and (j) any obligation of the type referred to in clauses (a) through (i) of another Person the payment of which such Person has guaranteed. Notwithstanding anything herein to the contrary, for the avoidance of doubt, Indebtedness excludes (i) any amounts incurred or payable to the extent due to the actions of Buyer or any of their respective Affiliates from and after the Closing (including, from and after the Closing, the Company Group), (ii) deferred revenue, (iii) bank guarantees to the extent not drawn upon, (iv) surety bonds and performance bonds to the extent not drawn upon, (v) customer advances or deposits in

respect of deferred revenue, (vi) obligations under operating leases (except for fees associated with the early termination of any such leases prior to the Closing), (vii) deferred Tax liabilities and (viii) any amounts reflected in the calculation of Net Working Capital or included in Transaction Expenses.

“Initial Purchase Price” means (i) Enterprise Value, plus (ii) Estimated Cash, plus (iii) if the Estimated Net Working Capital exceeds the Target Net Working Capital, and (A) such difference is less than or equal to the Collar Amount, an amount equal to \$0 or (B) such difference is greater than the Collar Amount (any applicable adjustment under (iii), an “Upward Working Capital Adjustment”), the amount by which such difference exceeds the Collar Amount minus (iv) if the Target Net Working Capital exceeds the Estimated Net Working Capital, and (A) such difference is less than or equal to the Collar Amount, an amount equal to \$0 or (B) such difference is greater than the Collar Amount, the amount by which such difference exceeds the Collar Amount (any applicable adjustment under (iv), a “Downward Working Capital Adjustment”), minus (v) Estimated Indebtedness, minus (vi) Estimated Transaction Expenses.

“Intellectual Property” means any and all intellectual property of every kind and description anywhere in the world, including (a) patents and applications for patents, industrial designs and applications for industrial designs; (b) service marks, trade dress, trade names, logos, corporate names, unregistered and registered trademarks and applications for trademark registration; (c) registered and unregistered copyrights and applications for copyright registration, Software, data and databases, in each case to the extent copyrightable; (d) Internet domain names; (e) trade secrets; and (f) all legal rights arising from items (a) through (e), including the right to prosecute and perfect such interests and rights to sue, oppose, cancel, interfere, and enjoin based upon such interests.

“Knowledge” means the actual knowledge of (a) with respect to the Sellers, those Persons listed in Section 1.1(a) of the Disclosure Schedule and (b) with respect to Buyer, those Persons listed in Section 1.1(b) of the Disclosure Schedule.

“Liability” means any obligation, deficiency or liability 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 and regardless of when asserted.

“Material Adverse Effect” means any event, circumstance, change, occurrence or effect (collectively, “Events”) that, individually or in the aggregate, has had or would reasonably be expected to have a material and adverse effect upon (i) the business, assets, liabilities, financial condition or operating results of the Company Group, taken as a whole, or (ii) the ability of the Company Group to consummate the transactions contemplated by this Agreement; provided, however, that with respect to (i) above, none of the following (either alone or in combination with any other Event) shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect, to the extent, and only to the extent, resulting from any Event arising from or relating to: (i) general business or economic conditions, including such conditions related to the Business which do not have a disproportionate impact on the Company Group when compared to other similarly situated businesses in the industry in which the Company Group operates, (ii) the effect of any change

that generally affects any industry in which any member of the Company Group operates which does not have a disproportionate impact on the Company Group when compared to other similarly situated businesses in the industry in which the Company Group operates, (iii) any failure by any member of the Company Group to meet its internal financial projections, estimates or budgets, it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect, (iv) national or international political or social conditions, including the engagement by the United States or any other country or group in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military, cyber or terrorist attack upon the United States or any other country, or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or any other country or group, in each case, which do not have a disproportionate impact on the Company Group when compared to other similarly situated businesses in the industry in which the Company Group operates, (v) changes in GAAP which do not have a disproportionate impact on the Company Group when compared to other similarly situated businesses in the industry in which the Company Group operates, (vi) the financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index) which do not have a disproportionate impact on the Company Group when compared to other similarly situated businesses in the industry in which the Company Group operates, (vii) changes in law or other binding directives issued by any Governmental Authority which do not have a disproportionate impact on the Company Group when compared to other similarly situated businesses in the industry in which the Company Group operates, (viii) any “act of God,” including, but not limited to, weather, natural disasters and earthquakes which do not have a disproportionate impact on the Company Group when compared to other similarly situated businesses in the industry in which the Company Group operates, (ix) any action taken by Buyer or its respective controlling Affiliates or any omission by Buyer or its respective controlling Affiliates to take any action required by this Agreement, (x) any action taken by any member of the Company Group or any omission to act by any member of the Company Group, in each case, that is required by the terms of this Agreement or was otherwise taken (or not taken) with the written consent of or at the written request (in each case, including email in accordance with Section 9.3) of Buyer or any of its respective controlling Affiliates, or (xi) changes resulting from the announcement or pendency of this Agreement or the Transactions.

“Medworxx Canada” means Medworxx Inc., a Canadian corporation.

“Medworxx UK” means Medworxx UK Limited, a company incorporated in England and Wales, company number 08614054, with its registered office address at 7 Rushmills, Northampton, Northamptonshire, England, NN4 7YB.

“Net Working Capital” means the amount, which may be positive or negative, equal to (a) Current Assets minus (b) Current Liabilities calculated in accordance with the procedures outlined in Exhibit C. Net Working Capital shall be determined excluding any intercompany balances.

“Non-Solicitation and Non-Competition Agreement” means a non-solicitation and non-competition agreement substantially in the form set forth as Exhibit E.

“Open Source Software” means any Software that is licensed pursuant to: (a) any license that is a license now listed at <http://www.opensource.org/licenses>, which licenses include all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL); or (b) any license to Software that is considered “free” or “open source software” as of the date of this Agreement by the Open Source Foundation or the Free Software Foundation.

“Organizational Documents” means the articles of organization, the certificate of formation, the certificate of incorporation, the general partnership agreement, the operating agreement, the bylaws or the other organizational documents, as applicable, of an entity, each as amended to date.

“Parent” means Apteon Parent Co S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*) having its registered office at 19, rue de Bitbourg, L-2173 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies’ Register under number B 169191.

“Permitted Lien” means, with respect to any asset, any: (a) carriers’, mechanics’, materialmens’ or similar Lien incurred in the ordinary course of business with respect to amounts not yet due and payable as of the Closing Date or that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP; (b) Lien arising from any act of Buyer or any of their respective Affiliates; (c) Liens for Taxes, assessments or other governmental charges not yet due and payable as of the Closing Date or due and payable as of the Closing Date but not delinquent or the amount or validity of which is being contested in good faith and for which adequate reserves have been established in accordance with GAAP; (d) Liens of record or imposed or promulgated by operation of Applicable Law with respect to real property and improvements, including zoning regulations, permits, licenses, easements, rights of way and similar Liens, which do not materially detract from the current value or materially interfere with the current use of the properties or rights affected thereby; (e) rights of tenants under a Company Real Property Lease or rights of first refusal, (f) Liens incurred or deposits made in the ordinary course of business under workers’ compensation legislation, unemployment insurance or similar applicable laws, (g) Liens granted to any lender at the Closing in connection with any financing by Buyer of the transactions contemplated hereby and (h) Liens set forth in Section 1.1(c) of the Disclosure Schedule. For the avoidance of doubt, a license of Intellectual Property shall not be deemed to be a Lien.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“Representative” means any Person’s Affiliates, directors, managers, principals, partners, members, officers, employees, agents, advisors, attorneys, accountants, consultants and representatives.

“Sanctioned Country” means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine).

“Sanctioned Person” means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (i) any individual or entity listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including OFAC’s Specially Designated Nationals and Blocked Persons List; (ii) any entity that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by a person or persons described in clause (i); or (iii) any national of a Sanctioned Country.

“Sanctions” means economic sanctions imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

“Sanctions Laws” means all Applicable Laws relating to economic or trade sanctions, including, without limitation, the Applicable Laws administered or enforced by the United States (including by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”) or the U.S. Department of State), and the United Nations Security Council.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Seller Benefit Plan” means any Benefit Plan that is not a Company Benefit Plan.

“Seller Party” means each Seller or any Affiliate of such Seller that is a party to any Transaction Document.

“Seller Related Party” means each Seller and each of their respective Affiliates and their and their respective Affiliates’ stockholders, partners, members, officers, directors, employees, controlling persons, agents and representatives.

“Software” means all computer software (in object code or source code format), data and databases, and related documentation and materials.

“Subsidiary” of any Person means another Person 50% or more of the total combined voting power of all classes of capital stock or other voting interests of which, or 50% or more of the equity securities of which, is owned directly or indirectly by such first Person.

“Superior Agreement” means that certain Contribution and Merger Agreement by and among SuperMoose Newco, Inc., a Delaware corporation, SuperMoose Merger Sub, Inc., a Delaware corporation, Vista Equity Partners Fund VI, L.P., a Cayman Islands exempted limited partnership, Vista Equity Partners Fund VI-A, L.P., a Cayman Islands exempted limited partnership, VEPF VI FAF, L.P., a Cayman Islands exempted limited partnership, Ramundsen Topco, LLC, a Delaware limited liability company, Ramundsen Superior Holdings, LLC, a

Delaware limited liability company, VEPF VI AIV I, Inc., BCPE Burgundy Topco, Inc., a Delaware corporation, Bain Capital Private Equity, LP, a Delaware limited partnership, solely in its capacity as the representative of the Bain equityholders thereunder, and Vista Equity Partners Management, LLC, a Delaware limited liability company in its capacity as the representative of the Vista equityholders, dated as of the date hereof.

“Target Net Working Capital” means negative ten million five hundred thousand U.S. dollars ((\$10,500,000)).

“Tax” or “Taxes” means any and all federal, state, provincial, local, or foreign income, premium, property (real or personal), sales, harmonized sales, goods and services, excise, employment, payroll, withholding, gross receipts, license, severance, stamp, occupation, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, escheat, social security (or similar, including FICA), unemployment, disability, Canada Pension Plan and provincial pension plan, employer health and employment insurance, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Tax Return” means any report, estimate, extension request, information statement, claim for refund, or return relating to, or required to be filed in connection with, any Tax, including any schedule or attachment thereto, and any amendment thereof.

“Transaction Documents” means this Agreement, the Assignments of Purchased Securities, the Non-Solicitation and Non-Competition Agreement, the Intellectual Property Assignment Agreement, the Business Transfer Agreement, the Escrow Agreement and the Transition Services Agreement.

“Transaction Expenses” means, without duplication, all Liabilities (except for any Taxes, including Conveyance Taxes, unless otherwise provided herein) incurred by the Company Group or for which the Company Group is liable upon or prior to the Closing, in each case other than as paid at or prior to Closing by any Affiliate of the Company Group, for fees, expenses, costs or charges as a result of the contemplation, negotiation, or consummation of the transactions contemplated by the Transaction Documents, including (a) all fees and expenses of investment bankers, attorneys, accountants or other advisors, and (b) all sale, change-of-control, “stay-around” or retention, severance (including single trigger obligations and obligations allocated to Sellers and their Affiliates in accordance with Section 5.1 hereof) or similar bonuses, amounts due under any equity incentive plans, or payments to current or former directors, officers, employees and other service providers of the Company Group paid or payable as a result of or in connection with the transactions contemplated hereby (including the employer portion of any payroll, social security, unemployment or similar Tax imposed on such amounts). Notwithstanding anything herein to the contrary, for the avoidance of doubt, Transaction Expenses shall exclude (i) any amounts incurred or payable to the extent due to the actions of Buyer or any of their respective Affiliates from and after the Closing (including, from and after the Closing, the Company Group) and (ii) any amounts reflected in the calculation of Net Working Capital or included in Indebtedness.

“Transactions” means the transactions contemplated by this Agreement, the Superior Agreement and each agreement contemplated hereby and thereby.

“Transferred Information” means the personal information (namely, information about an identifiable individual other than their business contact information when used or disclosed for the purpose of contacting such individual in that individual’s capacity as an employee or an official of an organization and for no other purpose) to be disclosed or conveyed to one party or any of its representatives or agents (a “Recipient”) by or on behalf of another party (a “Disclosing Party”) as a result of or in conjunction with the transactions contemplated herein, and includes all such personal information disclosed to the Recipient prior to the execution of this Agreement.

“Transition Services Agreement” means the transition services agreement substantially in the form set forth as Exhibit F.

“Treasury Regulations” means the regulations prescribed under the Code.

In addition, the following terms shall have the respective meanings set forth in the following sections of this Agreement:

<u>Term</u>	<u>Section</u>
Actual Cash	2.7(a)
Actual Indebtedness	2.7(a)
Actual Net Working Capital	2.7(a)
280G Approval	5.7
Actual Transaction Expenses	2.7(a)
Adjusted Purchase Price	2.7 (e)
Adjustment Report	2.7(c)
Agreement	Preamble
Allocation Statement	7.3
Aptean	Preamble
Aptean Mark Owners	9.15
Aptean PS Domains and Social Media Accounts	9.15
Aptean Parties	9.13
Buyer	Preamble
Buyer Benefit Plans	5.3(d)
Buyer Disclosure Schedule	3.2
Claim	8.2(a)
Closing	2.2
Closing Date	2.2
Company Financial Statements	3.1(e)(i)
Company IP	3.1(t)(i)
Company Leased Real Property	3.1(r)(ii)
Company Leases	3.1(r)(ii)
Company Material Contract	3.1(n)(i)
Company Permits	3.1(l)(ii)
Company Regulatory Agreement	3.1(h)(ii)

<u>Term</u>	<u>Section</u>
Continuing Employees	5.1
Conveyance Taxes	7.2
Deal Communications	9.14(b)
Debt Financing	4.11
Debt Financing Parties	4.11
Debt Financing Sources	4.11
Delaware Court	9.9(a)
D&O Beneficiary	4.17(b)
D&O Claim	4.17(b)
D&O Insurance	4.17(b)
Downward Working Capital Adjustment	1.1
Estimated Cash	2.6
Estimated Closing Statement	2.6
Estimated Indebtedness	2.6
Estimated Net Working Capital	2.6
Estimated Transaction Expenses	2.6
Financial Statements Schedule	3.1(e)
Final Cash	2.7(c)
Final Indebtedness	2.7(c)
Final Transaction Expenses	2.7(c)
Final Working Capital	2.7(c)
Inactive Employees	5.5
Independent Accounting Firm	2.7(c)
Interim Financial Statements	3.1(e)(ii)
Liens	3.1(b)(i)
Malicious Code	3.1(t)(v)
Mark Term	9.16(a)
Marks	9.16
New Buyer Domain Name	9.16(e)
Non-Recourse Party	9.12
Objection Notice	2.5(b)
Orders	3.1(h)(i)
Payoff Documents	2.5(a)
Permits	3.1(l)(ii)
Permitted Recipients	4.2(b)
Post-Closing Statement	2.7
Pre-Closing Reorganization	Recitals
Privileged Deal Communications	9.14(a)
Project Moose Structure Deck	Recitals
Purchase Price	2.1
Purchased Securities	Recitals
Quarterly Financial Statements	4.13
Released Claims	4.18(a)
Released Party	4.18(a)
Repaid Indebtedness	2.5(a)

<u>Term</u>	<u>Section</u>
Sellers	Preamble
Sellers' 401(k) Plan	5.2
Sellers' Representative Expense Fund	4.19(a)
Straddle Period Contest	7.5(c)
Stub Period Statement	3.1(e)(ii)
Subsidiary Equity Interests	3.1(b)(ii)
Termination Date	8.1(b)
Upward Working Capital Adjustment	1.1
Vista Confidential Information	4.2(b)
Waived 280G Benefits	5.7
WARN Act	3.1(k)

ARTICLE II PURCHASE OF THE PURCHASED SECURITIES

Section 2.1 Purchase and Sale of the Purchased Securities. Upon the terms and subject to the conditions of this Agreement, the Sellers agree to sell to Buyer, and Buyer agrees to purchase from each of the Sellers, all of the Purchased Securities for an aggregate purchase price (the "Purchase Price") in cash equal to the Initial Purchase Price, as adjusted pursuant to Section 2.7. The portion of the Purchase Price to be paid to each Seller shall be mutually determined by the Sellers' Representative and Buyer in accordance with Section 7.3.

Section 2.2 Closing. Unless this Agreement shall have been terminated pursuant to Section 8.1 and subject to the satisfaction or waiver of each of the conditions set forth in Article VI, the closing of the purchase and sale of the Purchased Securities (the "Closing") shall take place at 10:00 a.m., local time, on the second Business Day after the last of the conditions set forth in Article VI to be fulfilled or waived (other than those conditions that by their terms are to be satisfied at the Closing) shall have been so fulfilled or waived in accordance with this Agreement, at the offices of Greenberg Traurig, LLP, 77 West Wacker Drive, Suite 3100, Chicago, Illinois 60601, unless another date, time or place is agreed to in writing by Buyer and Sellers' Representative. The actual date on which the Closing occurs is herein referred to as the "Closing Date."

Section 2.3 Closing Deliveries.

(a) Sellers' Closing Deliveries. At the Closing, the Sellers' Representative shall deliver or cause to be delivered to Buyer:

(i) a certificate of each such Seller duly executed by an authorized signatory of such Seller, dated as of the Closing Date, certifying as to such Seller's compliance with and satisfaction and accuracy of the conditions set forth in Section 6.2(a), Section 6.2(b), and Section 6.2(c);

(ii) copies of (A) the Organizational Documents of each Company and (B) the resolutions of the Sellers and the board of directors or similar governing body and the shareholders, if required, of each Company approving this Agreement and the

transactions contemplated hereby and authorizing the execution and delivery of this Agreement and the Transaction Documents, certified to be accurate and complete and in full force and effect as of the Closing;

(iii) a certificate of good standing (or equivalent) of each Company, issued by the secretary of state (or equivalent authority) of each such Company's jurisdiction of organization;

(iv) counterparts of each Transaction Document other than this Agreement to which a Seller Party is a party, duly executed by such Seller Party and counterparts of the Escrow Agreement duly executed by Escrow Agent;

(v) the written resignations of the officers, managers and directors of each Company from their positions as officers, managers and directors of such Company, except, with respect to any individuals who are Continuing Employees, to the extent directed in writing by Buyer prior to the Closing;

(vi) a voting power of attorney in favor of Buyer in a form agreed to by the parties duly executed by Yaletown as a deed;

(vii) a non-foreign affidavit from Apteau, dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Code Section 1445 stating that Apteau is not a "foreign person" as defined in Code Section 1445;

(viii) a Non-Solicitation and Non-Competition Agreement in the form attached hereto as Exhibit E duly executed by Parent;

(ix) a duly executed Intellectual Property Assignment Agreement in the form attached hereto as Exhibit G;

(x) a duly executed Assignment of Purchased Securities in respect of the Purchased Securities in favor of Buyer; and

(xi) a duly executed Business Transfer Agreement in the form attached hereto as Exhibit H.

(b) Buyer's Closing Deliveries. At the Closing, Buyer shall make the payments contemplated by Section 2.4 and Buyer shall deliver to the Sellers' Representative:

(i) counterparts of each Transaction Document other than this Agreement to which Buyer is a party, duly executed by Buyer and counterparts of the Escrow Agreement duly executed by Escrow Agent;

(ii) a certificate duly executed by an authorized officer of Buyer, dated as of the Closing Date, certifying as to Buyer's compliance with and satisfaction and accuracy of the conditions set forth in Section 6.3(a) and Section 6.3(b); and

(iii) copies of the resolutions of Buyer and the board of directors or similar governing body approving this Agreement and the transactions contemplated hereby and authorizing the execution and delivery of the Transaction Documents, certified to be accurate and complete and in full force and effect as of the Closing;

Section 2.4 Payment at Closing. In addition to the deliveries contemplated by Section 2.3(b), at the Closing, Buyer shall pay or cause to be paid by wire transfer of immediately available funds the following:

(a) all Repaid Indebtedness and Transaction Expenses, in each case as set forth on the Estimated Closing Statement;

(b) to the Sellers (to the bank account provided to Buyer in writing by Sellers' Representative at least two (2) Business Days prior to the Closing) in the proportions as determined pursuant to Section 2.1, the Initial Purchase Price, less the Escrow Amount, less the Sellers' Representative Expense Fund;

(c) the Sellers' Representative Expense Fund to the Sellers' Representative;
and

(d) the Escrow Amount to the Escrow Agent, which shall be held in trust by the Escrow Agent pursuant to the terms of the Escrow Agreement and shall be released in accordance with the terms of this Agreement and the Escrow Agreement.

Section 2.5 Repaid Indebtedness; Transaction Expenses.

(a) The parties hereto agree that, upon the Closing, the Indebtedness of the Company Group set forth in Section 2.5(a) of the Disclosure Schedule (the "Repaid Indebtedness") will be fully repaid by Buyer with an amount that would otherwise be considered a portion of the Initial Purchase Price on behalf of the Company Group in accordance with this Section 2.5(a). In order to facilitate such repayment, no less than three (3) Business Days prior to the Closing, the Companies shall obtain payoff letters from the applicable lenders, if any, for the Repaid Indebtedness (together with all related documents and instruments, the "Payoff Documents"), which Payoff Documents shall be in form and substance reasonably satisfactory to Buyer and shall indicate a final payoff amount (which may include a per diem calculation), that such lenders have agreed to immediately release all Liens relating to the assets and properties of the Company Group and that such Indebtedness shall be paid in full and satisfied, in each case, upon receipt of the amounts indicated in such Payoff Documents. At or prior to the Closing, the Companies shall obtain a release of (x) any guarantees and pledges of assets of the Company Group entered into or given by the Company Group or any Seller to secure any Indebtedness of the Company Group or any Seller, and (y) any Liens (other than Permitted Liens) on the Purchased Securities and/or the assets of the Company Group, all in form and substance reasonably satisfactory to Buyer.

(b) In addition, it is contemplated by the parties that, upon the Closing, all of the Transaction Expenses will be fully paid, and that such payment (less any amounts paid by any Affiliate of the Company Group, measured as of immediately prior to the Closing) will be funded with an amount that would otherwise be considered a portion of the Initial Purchase Price

on behalf of the Company Group in accordance with this Section 2.5(b). In order to facilitate such payment, no less than three (3) Business Days prior to the Closing, the Companies shall provide a statement of Transaction Expenses set forth in Section 2.5(b) of the Disclosure Schedule, the form and substance of which shall be reasonably satisfactory to Buyer. At the Closing, Buyer shall make payment of the Transaction Expenses (directly by wire transfer of immediately available funds or to the Companies for delivery through payroll) on the Closing Date in order to discharge the amounts payable thereunder. The Companies shall obtain wire transfer instructions for the satisfaction of the Transaction Expenses no less than three (3) Business Days prior to the Closing.

Section 2.6 Estimated Closing Statement. No later than five (5) Business Days prior to the Closing, the Companies shall provide Buyer with a written statement (the "Estimated Closing Statement"), which Estimated Closing Statement shall be reasonably satisfactory to Buyer in form and substance, which shall include a good faith estimate of each of the following with respect to the Company Group: (i) the aggregate amount of Cash of the Company Group as of the close of business on the Business Day immediately prior to the Closing Date ("Estimated Cash"), (ii) the Net Working Capital of the Company Group as of the close of business on the Business Day immediately prior to the Closing Date ("Estimated Net Working Capital"), (iii) the aggregate amount of all Indebtedness of the Company Group as of the Closing ("Estimated Indebtedness"), and (iv) the aggregate amount of all Transaction Expenses as of the Closing ("Estimated Transaction Expenses"). Buyer shall calculate the Initial Purchase Price in good faith based on, and in reliance upon, the Estimated Closing Statement, and shall deliver such calculation to the Sellers prior to the Closing in the form of a funds flow spreadsheet.

Section 2.7 Post-Closing Adjustment.

(a) No later than ninety (90) calendar days after the Closing Date, Buyer shall prepare, or cause to be prepared, and deliver to the Sellers' Representative a statement (the "Post-Closing Statement") setting forth: (i) the actual Cash of the Company Group as of the close of business on the Business Day immediately prior to the Closing Date ("Actual Cash"), (ii) the actual Net Working Capital of the Company Group as of the close of business on the Business Day immediately prior to the Closing Date ("Actual Net Working Capital"), (iii) the actual Transaction Expenses of the Company Group as of the Closing ("Actual Transaction Expenses"), and (iv) the actual Indebtedness of the Company Group as of the Closing ("Actual Indebtedness"), and the Sellers shall reasonably cooperate and assist in the preparation thereof to the extent requested by Buyer. The Post-Closing Statement shall be prepared in accordance with the Agreed Accounting Principles and the other provisions of this Agreement (including any applicable definitions) and shall be accompanied by schedules setting forth in reasonable detail all calculations included therein. Exhibit C sets forth an illustrative statement prepared in good faith by the Sellers in cooperation with Buyer, illustrating as of the date set forth therein the calculation of Current Assets, Current Liabilities and Net Working Capital prepared and calculated in accordance with this Agreement.

(b) The Post-Closing Statement shall be final and binding on the parties unless the Sellers' Representative shall, within 30 days following the delivery of the Post-Closing Statement, deliver to Buyer written notice of objection (the "Objection Notice") with respect to the Post-Closing Statement. The Objection Notice shall specify in reasonable detail

the disputed items on the Post-Closing Statement and describe in reasonable detail the basis for the disputed items, including the data that forms the basis thereof, to the extent reasonably available, as well as the amount in dispute. Following Buyer's delivery of the Post-Closing Statement to the Sellers, Buyer shall grant and shall cause the Company Group to grant Sellers' Representative and its Representatives, upon reasonable prior notice, reasonable access during normal business hours to the books and records of the Company Group relevant to the preparation of the Post-Closing Statement.

(c) If the Objection Notice is delivered, the parties shall consult with each other with respect to the disputed items and attempt in good faith to resolve the dispute. If the parties are unable to reach agreement within thirty (30) days after delivery of the Objection Notice, as may be mutually extended by the parties, either Buyer or the Sellers' Representative may refer any unresolved disputed items to BDO USA, LLP or, if BDO USA, LLP is unwilling to serve, an accounting firm of national or regional reputation selected by mutual agreement of Buyer and the Sellers' Representative that has not provided material services to either Buyer or any Seller in the two (2) years prior to the date hereof, in each case, acting reasonably and in good faith (the "Independent Accounting Firm"). Once engaged, Buyer and the Sellers' Representative will direct the Independent Accounting Firm to render a determination within twenty five (25) Business Days of Buyer and the Sellers' Representative providing the Independent Accounting Firm with binders as provided below, and Buyer, Sellers' Representative and their respective employees and agents will cooperate with the Independent Accounting Firm during its engagement. Buyer, on the one hand, and the Sellers' Representative, on the other hand, shall each submit a binder to the Independent Accounting Firm within fifteen (15) Business Days after the Independent Accounting Firm's engagement, which binder shall contain their respective computations of the disputed items identified in the Objection Notice and information, arguments and support for their respective positions, and shall concurrently deliver a copy thereof to the other party. Each party shall then be given an opportunity to supplement the information, arguments and support included in its binder with one additional submission to respond to any arguments or positions taken by the other party in its binder, which supplemental information shall be submitted to the Independent Accounting Firm (with a copy thereof to the other party) within five (5) Business Days after the first date on which both parties have submitted their respective binders to the Independent Accounting Firm. The Independent Accounting Firm shall thereafter be permitted to request additional or clarifying information from the parties, and each of the parties shall cooperate and shall cause their Representatives to cooperate with such requests of the Independent Accounting Firm. The Independent Accounting Firm shall determine, based solely on such binders presented and upon information received in response to such requests for additional or clarifying information and not by independent review, only those issues in dispute specifically set forth in the Objection Notice and shall render a written report to Buyer and the Sellers' Representative (the "Adjustment Report") in which the Independent Accounting Firm shall, after considering all matters set forth in the Objection Notice, determine what adjustments, if any, should be made to the amounts and computations set forth in the Post-Closing Statement solely as to the disputed items and shall determine the appropriate Net Working Capital in the Post-Closing Statement on that basis. The Adjustment Report shall set forth, in reasonable detail, the Independent Accounting Firm's determination with respect to each of the disputed items or amounts specified in the Objection Notice, and the revisions, if any, to be made to the Post-Closing Statement, together with supporting calculations. In resolving any disputed item, the Independent Accounting Firm (i)

shall be bound to the terms of this Agreement, including the Agreed Accounting Principles, (ii) shall limit its review to matters specifically set forth in the Objection Notice and (iii) shall not assign a value to any item higher than the highest value for such item claimed by either party or less than the lowest value for such item claimed by either party. The Adjustment Report, absent fraud or manifest error, shall be final and binding upon Buyer, Sellers and Sellers' Representative and shall be deemed a final arbitration award that is binding on each of Buyer, Sellers and Sellers' Representative, and no party shall seek further recourse to courts, other tribunals or otherwise, other than to enforce the Adjustment Report. Judgment may be entered to enforce the Adjustment Report in any court having proper jurisdiction. The final determination of Actual Cash, Actual Working Capital, Actual Transaction Expenses and/or Actual Indebtedness in accordance with this Section 2.7 shall be the "Final Cash," "Final Working Capital," "Final Transaction Expenses" and "Final Indebtedness," respectively.

(d) The fees and costs of the Independent Accounting Firm shall be allocated between Buyer and the Sellers in the same proportion as the aggregate amount of such resolved disputed items so submitted to the Independent Accounting Firm that is unsuccessfully disputed by each such party (as finally determined by the Independent Accounting Firm) bears to the total amount of such resolved disputed items so submitted.

(e) Upon final determination of the Final Cash, Final Working Capital, Final Indebtedness, Final Transaction Expenses and the Post-Closing Statement in accordance with Section 2.7(b) and Section 2.7(c), the Initial Purchase Price shall be recalculated by substituting the Final Cash for Estimated Cash, the Final Working Capital for Estimated Working Capital, the Final Transaction Expenses for Estimated Transaction Expenses and the Final Indebtedness for Estimated Indebtedness (the "Adjusted Purchase Price"). If (after taking into account any Upward Closing Working Capital Adjustment or Downward Closing Working Capital Adjustment at the Closing) (A) the Adjusted Purchase Price is greater than the Initial Purchase Price on the Closing Date (1) Buyer shall pay to the Sellers' Representative the amount of such difference; provided that such amount paid pursuant to this clause (A)(1) shall not exceed \$4,000,000, and (2) the funds in the Escrow Fund shall be released and paid to the Sellers' Representative (such funds received by the Sellers' Representative shall be retained by the Sellers' Representative and/or distributed to any Person(s) in such amounts, during such periods and at such times as are determined by the Sellers' Representative in its sole discretion); (B) the Initial Purchase Price on the Closing Date is greater than the Adjusted Purchase Price, then (1) such difference shall be paid from the Escrow Fund to Buyer (provided that such amount paid pursuant to this clause (B)(1) shall not exceed the amount of the Escrow Fund) and (2) the funds remaining (if any) in the Escrow Fund, after giving effect to clause (B)(1), shall be released to the Sellers' Representative (such funds received by the Sellers' Representative shall be retained by the Sellers' Representative and/or distributed to any Person(s) in such amounts, during such periods and at such times as are determined by the Sellers' Representative in its sole discretion); or (C) the Initial Purchase Price on the Closing Date is equal to the Adjusted Purchase Price, the entire amount of the Escrow Fund shall be released to the Sellers' Representative (such funds received by the Sellers' Representative shall be retained by the Sellers' Representative and/or distributed to any Person(s) in such amounts, during such periods and at such times as are determined by the Sellers' Representative in its sole discretion). In the event that the full amount (if any) by which the Initial Purchase Price on the Closing Date exceeds the Adjusted Purchase Price is greater than the Escrow Fund, Buyer shall have no recourse against the Sellers'

Representative, the Sellers or any other Person. In the event that the full amount (if any) by which the Adjusted Purchase Price exceeds the Initial Purchase Price on the Closing Date is greater than \$4,000,000, Sellers shall have no recourse against Buyer or any other Person. All payments pursuant to this Section 2.7 shall be made within five (5) Business Days following the final determination of the Post-Closing Statement by wire transfer of immediately available funds (including by release from the Escrow Fund, as applicable) to an account or accounts designated by Sellers' Representative or Buyer, as applicable.

(f) The parties agree to treat all payments, if any, made under this Section 2.7 as adjustments to the Purchase Price for Tax purposes and that such agreed treatment shall govern for purposes hereof. For the avoidance of doubt, any such adjustments shall be made in accordance with Section 7.3.

Section 2.8 Withholding. Notwithstanding any other provision in this Agreement other than in respect of amounts paid to the Sellers (with respect to which no amounts shall be withheld provided that the affidavits provided for under Section 2.3(a)(vii) have been delivered) except to the extent there is a change in applicable Law requiring withholding between the date hereof and the Closing Date, Buyer and the Company Group shall have the right to deduct and withhold amounts for Taxes required by applicable Law from any payments to be made hereunder; provided, however, except with respect to payments in the nature of compensation to be made to employees or former employees, Buyer shall provide the Sellers with a written notice of Buyer's intention to withhold five (5) days prior to any such withholding and Buyer and the Sellers shall use commercially reasonable efforts to minimize any such Taxes. To the extent that amounts are so withheld and paid to the appropriate taxing authority in compliance with the foregoing, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the applicable Seller or any other recipient of payment in respect of which such deduction and withholding was made.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Sellers. Except as disclosed or, as contemplated by Section 9.4, deemed to be disclosed in a correspondingly numbered section of the Disclosure Schedule delivered by the Sellers to Buyer simultaneous with the execution of this Agreement, the Sellers hereby represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows:

(a) **Corporate Organization**.

(i) Each Seller is a corporation or private limited liability company, as applicable, duly organized validly existing and in good standing (to the extent such concept is recognized) under the laws of the State of Delaware or Luxembourg, as applicable. Each Seller has the corporate or other entity power and authority to own or lease, as the case may be, and operate its properties and to conduct its business as it is now being conducted, and is duly qualified to do business as a foreign corporation or other entity and is in good standing under the laws of each foreign jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such

qualification, except where the failure to be so qualified or in good standing as a foreign corporation or other entity would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) The name and jurisdiction of formation of each entity within the Company Group is set forth in Section 3.1(a)(ii) of the Disclosure Schedule. Each entity within the Company Group is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation. Each entity within the Company Group has the corporate or other entity power and authority to own or lease, as the case may be, and operate its properties and to conduct its business as it is now being conducted, and is duly qualified to do business as a foreign entity and is in good standing under the laws of each foreign jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing as a foreign entity would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(iii) True, correct and complete copies of the Organizational Documents of each member of the Company Group, as in effect as of the date of this Agreement, have previously been made available to Buyer.

(b) Capitalization.

(i) The issued and outstanding equity interests of the Companies consist of the Purchased Securities. Each of the Sellers is the record and beneficial owner of such number of Purchased Securities as is set forth opposite such Seller's name on Section 3.1(b)(i) of the Disclosure Schedule, free and clear of all pledges, liens, charges, encumbrances and security interests of any kind (collectively, "Liens"), except for any Liens that will be released, waived or otherwise terminated in connection with the Closing and any other restrictions under applicable securities laws. The Purchased Securities have been validly issued and are not subject to preemptive rights. Each Seller has no obligation to make any additional contributions to the Companies for the Purchased Securities or otherwise as an equityholder of the Companies. Medworxx Canada and Apteon Canada are each a "private issuer" as defined in Section 2.4 of *National Instrument 45-106 – Prospectus Exemptions*. There are no restrictions upon the voting or transfer of any Purchased Securities (other than pursuant to any applicable securities laws). Assuming Buyer has the requisite power and authority to be the lawful owner of the Purchased Securities, upon delivery of and payment for the Purchased Securities at the Closing as herein provided, good and valid title to the Purchased Securities will pass to Buyer, free and clear of all Liens, other than any Liens arising from acts or omissions of Buyer or its Affiliates. There are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements, commitments or Contracts of any kind relating to the issuance, sale or exchange of, or outstanding securities convertible into or exercisable for, any equity interest in any of the Companies.

(ii) Section 3.1(b)(ii) of the Disclosure Schedule sets forth a true and complete list of each Subsidiary of each entity within the Company Group, including,

with respect to each Subsidiary, the authorized and outstanding equity interests, the names of the record owners thereof and the number of equity ownership interests held by such owner. Except as set forth on Section 3.1(b)(ii) of the Disclosure Schedule, no entity within the Company Group owns or holds the right to acquire (or has any obligation (contingent or otherwise) to acquire) any stock, partnership interest, joint venture interest or other equity ownership interest in any Person. All of the issued and outstanding shares, units or other equity securities of the Subsidiaries of the Companies (the “Subsidiary Equity Interests”) are directly or indirectly owned by the Companies, free and clear of all Liens, except for any Liens that will be released, waived or otherwise terminated in connection with the Closing and any other restrictions under applicable securities laws. The Subsidiary Equity Interests have been validly issued and are not subject to preemptive rights and the Company Group has no obligation to make any additional contributions with respect to the Subsidiary Equity Interests or otherwise as an equityholder of any such Subsidiary. There are no restrictions upon the voting or transfer of any Subsidiary Equity Interests (other than pursuant to any applicable securities laws). There are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements, commitments or Contracts of any kind relating to the issuance sale or exchange of, or outstanding securities convertible into or exercisable for, any equity interest in any of the Subsidiary of the Companies.

(c) Authority; No Violation.

(i) Each of the Sellers and the Companies have full corporate or other entity power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each other Transaction Document to which it is a party and the consummation by each of the Sellers and the Companies of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate or other entity action on the part of such Seller and such Company. This Agreement has been duly and validly executed and delivered by each Seller and (assuming due authorization, execution and delivery by Buyer) constitutes the valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Applicable Laws affecting the rights of creditors generally and the availability of equitable remedies). Each of the Transaction Documents to which a Seller or a Company is a party has been (or as of the Closing will be) duly executed and delivered by such Seller or Company and, assuming such Transaction Document constitutes a valid and binding agreement of the other parties thereto, constitutes (or upon execution and delivery thereof will constitute) a valid and binding obligation of such Seller or Company, enforceable against such Seller or Company in accordance with its terms (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Applicable Laws affecting the rights of creditors generally and the availability of equitable remedies).

(ii) Neither the execution and delivery of this Agreement or the other Transaction Documents by each Seller and each Company, as applicable, nor the consummation by any such Seller and such Company of the transactions contemplated hereby and thereby, nor compliance by any such Seller and such Company with any of the terms or provisions of this Agreement or the Transaction Documents, will (A) violate any provision of the Organizational Documents of such Seller or such Company or (B) assuming that the consents, approvals and filings referred to in Section 3.1(d) shall have been duly obtained and/or made prior to the Closing and any waiting period required thereunder shall have been terminated or expired prior to the Closing, (a) violate any Applicable Law applicable to such Seller or such Company or any of their respective properties or assets, (b) except as set forth in Section 3.1(c)(ii) of the Disclosure Schedule, violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, amendment or cancellation under, accelerate the performance required by, require consent under or result in the creation of any Lien upon any of the respective properties or assets of such Company under, any of the terms, conditions or provisions of (x) any Company Material Contract or (y) any Contract to which any Seller is a party, or by which they or any of their respective properties or assets may be bound or affected or (c) cause the suspension or revocation of any Company Permit; except for such violations, conflicts, breaches, defaults, terminations, amendments, cancellations, accelerations, consents, creations, suspensions or revocations with respect to clause (B) that would not, individually or in the aggregate, reasonably be expected to result in a material Liability of the Company Group (taken as a whole).

(d) Consents and Approvals. Except for (i) any notices or filings under the HSR Act and the termination or expiration of any applicable waiting period, or consents and approvals thereunder and (ii) such filings, consents and approvals of Governmental Entities as may be set forth on Section 3.1(d) of the Disclosure Schedule, no material consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (x) the execution and delivery by the Sellers and the Companies of this Agreement and the other Transaction Documents and (y) the consummation by the Sellers and the Companies of the transactions contemplated by this Agreement and the other Transaction Documents to which such Person is a party.

(e) Financial Statements. The Sellers have attached to Section 3.1(e) of the Disclosure Schedules copies of the following: (i) the unaudited statements of current assets and current liabilities of the Business as of December 31, 2017 and December 31, 2016 (the “Unaudited Financial Statements”), and (ii) the unaudited statement of current assets and current liabilities of the Business as of March 31, 2018 (the “Stub Period Statement”) and the related unaudited statement of operations for the three (3)-month period then ended (the “Interim Financial Statements” and, together with the Unaudited Financial Statements, the “Company Financial Statements”). The Company Financial Statements fairly present in all material respects the Business (taken as a whole) as of the respective dates thereof or the results of the operations of the Business for the respective period then ended, as applicable, and subject to normal period-end adjustments in the case of unaudited financial statements, which adjustments would not, individually or in the aggregate, reasonably be expected to result in a material Liability of the

Company Group. The Company Financial Statements have been prepared in accordance with the Agreed Accounting Principles consistently applied throughout the periods indicated.

(f) Broker's Fees. Neither the Company Group nor any Seller or Affiliate nor any of their respective officers, directors, managing members or partners has employed any broker or finder or incurred any Liability for which the Company Group is responsible for any broker's fees, commissions or finder's fees in connection with any of the transactions contemplated by this Agreement, other than as set forth on Section 3.1(f) of the Disclosure Schedule.

(g) Absence of Certain Changes or Events. Except as expressly provided for in this Agreement, the agreements contemplated by the Pre-Closing Reorganization, or as set forth on Section 3.1(g) of the Disclosure Schedule, the Company Group, from March 31, 2018, through the date hereof, has conducted its businesses in all material respects in the ordinary course of business and:

(i) the Company Group has not taken any action that would be prohibited by Section 4.1(a)(i) through Section 4.1(a)(xiii) if taken after the date hereof;

(ii) the Company Group has not sold, assigned or otherwise transferred ownership of any of its material assets (including Intellectual Property) other than sales, assignments or transfers in the ordinary course of business;

(iii) the Company Group has not licensed any of its Intellectual Property, except for non-exclusive licenses granted in the ordinary course of business;

(iv) the Company Group has not terminated any contract with a customer, reseller or vendor that, if in effect as of the date hereof, would be a Company Material Contract;

(v) the Company Group has not suffered or imposed any Lien (other than any Permitted Lien) upon any of its material assets (including any Intellectual Property owned by the Company Group);

(vi) the Company Group has not has settled any Action, right or claim (or series of related Actions, rights or claims) in exchange for a payment or waiver of claims with a value, in each case, of more than one hundred fifty thousand U.S. dollars (\$150,000);

(vii) the Company Group has not entered into or terminated any employment agreement, collective bargaining agreement or any similar agreement, in each case, with a labor union or labor organization or modified the terms of any such existing agreement;

(viii) the Company Group has not materially changed its pricing or discount practices;

(ix) the Company Group has not conducted its cash management customs and practices (including the collection of receivables, payment of payables, capital expenditures and pricing and credit practices) other than in the ordinary course of business;

(x) the Company Group has not entered into any settlement, conciliation or similar agreement, the performance of which will involve payment that is required to be made after the execution date of this Agreement of cash in excess of seventy five thousand U.S. dollars (\$75,000);

(xi) the Company Group has not made any loan to, or entered into any other transaction with, any of its Affiliates, directors, officers, employees or consultants outside the ordinary course of business and inconsistent with past practice (excluding any employment or similar arrangements with employees);

(xii) except as required by Applicable Law or under the terms of any Benefit Plan or Company Material Contract, the Company Group has not adopted, amended or terminated any employee benefit plan, program or arrangement or otherwise materially increased (or otherwise agreed to materially increase) the benefits provided to any directors, officers, employees or other services providers;

(xiii) the Company Group has not changed or otherwise modified any material Tax election affecting it, adopted or changed any accounting method, amended any material Tax Return, entered into any closing agreement related to Taxes, settled any Tax claim or assessment or consented to any extension or waiver of the limitation period applicable to any Tax claim or assessment; and

(xiv) the Company Group has not committed to do any of the foregoing.

(h) Legal Proceedings.

(i) Except as set forth in Section 3.1(h) of the Disclosure Schedule, there are and since January 1, 2016 there have been, no (i) Actions pending (or, to the Knowledge of the Sellers, threatened) against or affecting the Company Group, or any of its properties, at law or in equity, including any condemnation, expropriation or other proceeding in eminent domain, or (ii) orders, judgments, injunctions, awards, stipulations, decrees or writs handed down, adopted or imposed by, including any consent decree, settlement agreement or similar written agreement with, any Governmental Entity (collectively, "Orders") against the Company Group, in the case of each of clause (i) or (ii), which would reasonably be expected to result in a material liability to the Company Group (taken as a whole). As of the date hereof, there is no Action pending against (or, to the Knowledge of the Sellers, threatened against) the Company Group that in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement.

(ii) The Company Group is not subject to any cease-and-desist or other Order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is party to any commitment letter

or similar undertaking to, or is subject to any Order or directive by, or has been since January 1, 2016, a recipient of any supervisory letter from, or has been ordered to pay any material civil money penalty by, or since January 1, 2016, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Governmental Entity, in each case that currently restricts in any material respect the conduct of its business (each, whether or not set forth in the Disclosure Schedule, a “Company Regulatory Agreement”), nor has the Company Group been advised in writing since January 1, 2016, by any Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Company Regulatory Agreement, in each case under this Section 3.1(h)(ii).

(i) Taxes and Tax Returns.

(i) Each member of the Company Group has duly and timely filed (including all applicable extensions) all income and other material Tax Returns required to be filed by it (all such Tax Returns being accurate and complete in all material respects), has timely paid or withheld all material Taxes (whether or not shown on any Tax Return) that are due and payable or claimed to be due from it by United States federal, state, foreign or local taxing authorities other than Taxes that are being contested in good faith, which have not been finally determined, and have been adequately reserved against in accordance with the Agreed Accounting Principles on the Company Group’s most recent financial statements. Each member of the Company Group has withheld, deducted, collected and paid all material Taxes required to have been withheld, deducted, collected and paid in connection with any amounts paid or owing to or by any employee, independent contractor, creditor, shareholder or other third party.

(ii) No member of the Company Group has granted any extension or waiver of the limitation period for the assessment or collection of Tax that remains in effect. All assessments for Taxes of the Company Group due with respect to completed and settled examinations or any concluded litigation have been fully paid. Except as set forth on Section 3.1(i)(ii) of the Disclosure Schedule, there are no disputes, audits, examinations or proceedings pending, or written claims asserted, for Taxes upon the Company Group. Since January 1, 2016, no claim has ever been made by a taxing authority in a jurisdiction where the Company Group does not file Tax Returns that a member of the Company Group is or may be subject to taxation by such jurisdiction. There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of the Company Group.

(iii) No member of the Company Group is a party to or bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than any agreement or arrangement (i) that will terminate as of the Closing or (ii) entered into in the ordinary course of business, the principal purpose of which is not the allocation or sharing of Taxes or (iii) that is a commercial lending arrangement).

(iv) No member of the Company Group has participated in any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(v) Apteau is not a “foreign person” within the meaning of Section 1445 of the Code.

(vi) Except as set forth in the Project Moose Structure Deck, HoldCo and each of its U.S. Subsidiaries is, and at all times has been, treated as a partnership or disregarded entity for U.S. federal income tax purposes. Neither the Company Group, nor any Person on behalf of any member of the Company Group, has made an election under Treasury Regulation Section 301.7701-3 to treat HoldCo or any of its U.S. Subsidiaries as an association taxable as a corporation. Section 3.1(i)(vi) of the Disclosure Schedule sets forth the U.S. entity tax classification of each non-U.S. member of the Company Group.

(vii) Neither Holdco nor any of its Subsidiaries has any Liability for the Taxes of any Person under Treas. Reg. Section 1.1502-6, or any similar provision of state, local or foreign law, (other than with respect to a consolidated or unitary group of which Apteau is the common parent), as a transferee or successor.

(viii) No member of the Company Group will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) “closing agreement” as described in Code Section 7121 (or any corresponding or similar provision of state, local or foreign law); (iii) installment sale made prior to the Closing Date; (iv) prepaid amount received on or prior to the Closing Date; or (v) use of an improper method of accounting for a taxable period on or prior to the Closing Date.

(ix) No member of the Company Group is a party to any agreement, contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of any “excess parachute payment” within the meaning of Code Section 280G (or any corresponding provision of state, local or foreign law) as a result of the transactions contemplated hereby. No member of the Company Group has any indemnity obligation for any Taxes imposed under Section 4999 or 409A of the Code.

(x) Each contract, arrangement, or plan of the Company Group that is a “nonqualified deferred compensation plan” (as defined for purposes of Code Section 409A(d)(1)) is in documentary and operational compliance with Code Section 409A and the applicable guidance issued thereunder in all respects.

(xi) The Purchased Securities are not “taxable Canadian property” within the meaning of the *Income Tax Act* (Canada).

Section 3.1(g)(xiii), this Section 3.1(i) and Section 3.1(j) represent the sole and exclusive representations and warranties of the Sellers regarding Tax matters.

(j) Employee Benefits.

(i) Section 3.1(j) of the Disclosure Schedule separately lists (i) each material Seller Benefit Plan and (ii) each Company Benefit Plan.

(ii) With respect to each Seller Benefit Plan that is a 401(k) plan, the Sellers have provided Buyer with a copy of such Seller Benefit Plan and of the latest IRS determination letter for such Seller Benefit Plan.

(iii) Except as would not, individually or in the aggregate, result in material Liability to the Company Group (taken as a whole), each Benefit Plan (and each related trust, insurance contract or fund) has been funded, administered and maintained, in form and operation, in accordance with its terms and in all respects with the applicable requirements of all Applicable Law, including (and where applicable) ERISA and the Code.

(iv) Except as would not, individually or in the aggregate, result in material Liability to the Company Group (taken as a whole), all contributions, premiums or other payments that are due have been paid on a timely basis in respect of the employees of the Company Group under each Benefit Plan. Each Benefit Plan that is intended to meet the requirements of a “qualified plan” under Section 401(a) of the Code in which employees of the Company Group participate has received a favorable determination letter from the Internal Revenue Service to the effect that such Benefit Plan meets the requirements of Section 401(a) of the Code and, to the Knowledge of the Sellers, no event has occurred and no condition exists with respect to the form or operation of such Benefit Plan which would reasonably be expected to cause the loss of such qualification or exemption or the imposition of any material Liability, penalty or tax under ERISA or the Code on the Company Group.

(v) No member of the Company Group nor any of their respective ERISA Affiliates maintains, sponsors, contributes to or has any Liability with respect to, (i) any plan that is subject to Title IV of ERISA, (ii) any “registered pension plan” (as defined in Section 248(1) of the *Income Tax Act* (Canada)), or (iii) any “multiemployer plan” (as defined in Section 3(37) of ERISA).

(vi) Other than as set forth on Section 3.1(j) of the Disclosure Schedule, no Benefit Plan provides nor does any member of the Company Group have any current or potential obligation to provide post-employment health, life or other welfare benefits to any employees of the Company Group, other than as required under Section 4980B of the Code or any similar applicable law for which the covered individual pays the full cost of coverage.

(vii) Except as would not, individually or in the aggregate, result in material Liability to the Company Group (taken as a whole), there do not exist any pending or, to the Knowledge of the Sellers, threatened claims (other than routine undisputed claims for benefits), suits, actions, disputes, audits or investigations with respect to any Benefit Plan by or relating to the employees of the Company Group.

(viii) Other than as set forth on Section 3.1(j) of the Disclosure Schedule, neither the execution nor the delivery of this Agreement or the Transaction Documents, nor the consummation of the transactions contemplated by this Agreement will, either alone or in conjunction with any other event (whether contingent or otherwise), (i) result in any payment or benefit becoming due or payable, or required to be provided, to any current or former officer, director, employee or independent contractor of the Company Group, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any such current or former officer, director, employee or independent contractor of the Company Group, (iii) result in the acceleration of the time of payment, vesting or funding of any such benefit or compensation or (iv) result in the forfeiture of any compensation or benefit under any Seller Benefit Plan or Company Benefit Plan to any Continuing Employee.

(k) Labor and Employment Matters. No member of the Company Group is a party to or bound by any labor, works council or collective bargaining agreement and there are no labor, works council or collective bargaining agreements or collective bargaining, works council or other labor relationships which pertain to employees of the Company Group. No labor union, works council or other labor organization or group of employees of the Company Group has within the past two (2) years made a demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of the Sellers, threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. To the Knowledge of the Sellers, no labor organization has applied to have any member of the Company Group declared a common or related employer pursuant to applicable labor relations legislation in jurisdictions where such member of the Company Group carries on the Business. There are no unfair labor practice charges or complaints pending or, to the Knowledge of the Sellers, threatened against the Company Group before the National Labor Relations Board or similar labor relations authority, and no such charges or complaints have been filed in the past two (2) years and, except as would not, individually or in the aggregate, result in material Liability to the Company Group (taken as a whole), the Company Group has not committed an unfair labor practice in the past two (2) years. To the Knowledge of the Sellers, no organizational effort is presently underway or threatened by or on behalf of any labor organization with respect to employees of the Company Group and no such activities have occurred within the past two (2) years. There are no work slowdowns, lockouts, stoppages, material grievances, picketing, strikes, or other material labor disputes pending or, to the Knowledge of the Sellers, threatened between the Company Group and its employees and no such disputes have occurred in the past two (2) years. With respect to the transactions contemplated by this Agreement, the Company Group has or prior to Closing will have satisfied all notice, consultation, bargaining and similar obligations owed to employees and their representatives under Applicable Law, collective bargaining agreement or other Contract. Except as would not, individually or in the aggregate, result in material Liability to the Company Group (taken as a whole), during the past year, the Company Group has complied, and is now in compliance, with all Applicable Laws respecting labor and employment, practices, terms and conditions of employment, labor relations, wages and hours and occupational safety and health. Except as would not, individually or in the aggregate, result in material Liability to the Company Group (taken as a whole), (i) the Company Group has paid all wages, salaries, bonuses, commissions, wage premiums, fees and other compensation that have become due and payable

to its employees and its consultants, independent contractors, and other service providers pursuant to Applicable Law, Contract, or policy of the Company Group, and (ii) all individuals who are providing, or have provided at any time in the past two (2) years, services to the Company Group and are or were classified by the Company as independent contractors or other non-employee services providers and were properly classified and treated as such for all applicable purposes and the Company Group has not received any notice from any Governmental Entity disputing any such classification. Each employee of the Company Group is authorized to work in the jurisdiction where such employee is employed. During the two (2) year period preceding the date of this Agreement, the Company Group has not taken any action that would constitute a “Mass Layoff” or “Plant Closing” within the meaning of the federal Worker Adjustment and Retraining Notification Act and similar Applicable Law (the “WARN Act”), nor are any such layoffs or plant closings presently contemplated, planned, or announced. Section 3.1(k) of the Disclosure Schedule lists, by location, the total number of employees of the Company Group whose employment was involuntarily terminated by the Company Group within the ninety (90) day period immediately preceding the date hereof. Except as set forth in Section 3.1(k) of the Disclosure Schedule, no member of the Company Group has employees employed pursuant to a work permit issued by Canada Immigration. Section 3.1(k) of the Disclosure Schedule sets forth in respect of each employee who is employed pursuant to a work permit the expiry date of such work permit and whether the relevant member of the Company Group has made attempts to renew such work permit.

(l) Compliance with Law; Permits.

(i) Except as would not result in a material Liability to the Company Group (taken as a whole), the Company Group is, and at all times since January 1, 2016 has been, in compliance with all Applicable Laws and is not in default under or in violation of any Applicable Laws.

(ii) Except as would not, individually or in the aggregate, reasonably be expected to result in a material Liability of the Company Group (taken as a whole), (i) the Company Group is in possession of all licenses, certificates, permits and other authorizations issued by the appropriate Governmental Entities (collectively, “Permits”) necessary for the Company Group to conduct its businesses (the “Company Permits”), (ii) all Company Permits are in full force and effect and (iii) the Company Group is not, and since January 1, 2016, has not been, in violation or breach of, or default under, any Company Permit.

(iii) The Company Group is and, for the three (3) years prior to the date of this Agreement, has in all material respects been in compliance with the Anti-Corruption Laws, Sanctions and all Ex-Im Laws. Within the two (2)-year period ending immediately prior to the date of this Agreement, the Company Group has not received any written notices of material violations with respect to any Applicable Laws.

(iv) This Section 3.1(l) does not relate to matters with respect to Taxes and Tax Returns (which are the subject of Section 3.1(i)), employee benefits (which are the subject of Section 3.1(j)), labor matters (which are the subject of Section 3.1(k)),

environmental laws (which are the subject of Section 3.1(q)) or Data Security Requirements (which are the subject of Section 3.1(t)(x)).

(m) International Trade and Anti-Corruption.

(i) As of the date hereof, neither the Companies nor any of their Subsidiaries, nor, to the Knowledge of Sellers, any of their respective officers, directors or employees, or any agent or other third party representative acting on behalf of the Companies or any of their Subsidiaries:

(A) is currently, or has been in the last three (3) years: (i) a Sanctioned Person, (ii) organized, resident or located in a Sanctioned Country, (iii) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws, (iv) engaging in any export, reexport, transfer or provision of any goods, software, technology, data or service without, or exceeding the scope of, any required or applicable licenses or authorizations under all applicable Ex-Im Laws, or (v) otherwise in violation of applicable Sanctions Laws, Ex-Im Laws, or the anti-boycott Laws administered by the U.S. Department of Commerce and the U.S. Department of Treasury's Internal Revenue Service; or

(B) has at any time during the last three (3) years made any unlawful payment or given, offered, promised, or authorized or agreed to give, any money or thing of value, directly or indirectly, to any Government Official or other Person in violation of any Anti-Corruption Laws.

(n) Certain Contracts.

(i) Except as set forth on Section 3.1(n) of the Disclosure Schedule, as of the date hereof, the Company Group is not a party to or bound by:

(A) any Contract relating to the incurrence or guarantee of Indebtedness by the Company Group in excess of one hundred thousand U.S. dollars (\$100,000);

(B) any employment, consulting (other than any agreement with a vendor covered by (F) below) or similar agreement providing for annual payment above one hundred fifty thousand U.S. dollars (\$150,000), and any agreement providing for loans (except through the 401(k) plan that is a Seller Benefit Plan) or individual retention or severance agreements providing for a payment to any employee or consultant in excess of one hundred thousand U.S. dollars (\$100,000);

(C) any joint venture or partnership agreement related to the formation, creation, operation or management of any joint venture or partnership in which the Company Group is a joint venturer or partner;

(D) any Contract with a customer of the Company Group with annual recurring revenue (including from subscriptions, software-as-a-service, and maintenance) during the 12 months ended December 31, 2017 in excess of two hundred thousand U.S. dollars (\$200,000);

(E) any reseller, distribution or similar agreement providing for revenues to the Company Group during the 12 months ended December 31, 2017 in excess of two hundred fifty thousand U.S. dollars (\$250,000);

(F) any Contract with any vendors to the Company Group providing for expenditures by the Company Group during the 12 months ended December 31, 2017 in excess of two hundred fifty thousand U.S. dollars (\$250,000);

(G) any Contract entered into on or after January 1, 2013 providing for the acquisition or disposition of any business or Person (which is material to the Company Group (taken as a whole)) or, to the extent outside the ordinary course of business, any assets material to the Company Group (taken as a whole), in each case with ongoing material obligations owed by or to the Company Group;

(H) any Contract under which it is lessee of or holds or operates any personal property owned by any other party, except for any lease of personal property under which the aggregate annual rental payments do not exceed seventy-five thousand U.S. dollars (\$75,000);

(I) (i) any Contract entered into after January 1, 2016 (other than Contracts disclosed in response to other provisions of this Section 3.1(n)) under which it is a licensee of or is otherwise granted by a third party any rights to use any Software incorporated into any material Business Product, excluding Contracts for unmodified, commercially available software or (ii) any Contract under which it is a licensee of or is otherwise granted by a third party any rights to use any Intellectual Property under which the Company Group spent more than two hundred fifty thousand U.S. dollars (\$250,000) during the twelve (12) months ended March 31, 2018;

(J) (i) any Contract entered into after January 1, 2016 under which it is a licensor or otherwise grants to a third party any rights to use any Software constituting a portion of any material Business Product or (ii) any Contract under which it is a licensor or otherwise grants to any third party any rights to use any Intellectual Property, under which the Company Group received payments of more than two hundred thousand

U.S. dollars (\$200,000) during the twelve (12) months ended March 31, 2018 (in each case of clauses (i) and (ii), other than Intellectual Property licensed to customers);

(K) Contract relating to the sharing or allocation of any Intellectual Property between the Company Group and any stockholder;

(L) any Contract under which it is lessor of or permits any third party to hold or operate any material personal property owned or controlled by it except for any Contract (or provision in a Contract) with a customer of the Company Group;

(M) any collective bargaining agreement or other Contract with any labor union, works council or labor organization;

(N) any settlement, conciliation, or similar Contract, under which the Company Group has remaining obligations to make cash payments in excess of seventy five thousand U.S. dollars (\$75,000);

(O) any Contract required to be disclosed in response to other provisions of this Section 3.1(n) requiring non-competition, non-solicitation of customers, exclusivity or “most favored nation” pricing (in each case except solely to the benefit of the Company Group);

(P) any Contract (other than Contracts required to be disclosed in response to other provisions of this Section 3.1(n)) either (i) entered into after January 1, 2017 for the development of material Software for the benefit of the Company Group or (ii) that would reasonably be expected to require software development resources of the Company Group in excess of two hundred fifty thousand U.S. dollars (\$250,000) (at cost) following Closing to complete, not including implementation and customization or any other work paid for directly or reimbursed by a customer;

(Q) any Contract (other than with an Affiliate) relating to the provision of co-location and related services to the Company Group; or

(R) any Contract containing an agreement by the Company Group to provide any Person with access to the source code for any Business Product, or any Contract between the Company Group and an escrow agent to provide for the source code for any Business Product to be put in escrow.

Each such Contract described in clauses (A) – (R) is referred to herein as a “Company Material Contract”.

(ii) Each Company Material Contract is valid and binding on the Company Group and, to the Knowledge of the Sellers, any other party thereto, and is in full force and effect and enforceable against the Company Group (except as may be

limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Applicable Laws affecting the rights of creditors generally and the availability of equitable remedies). The Company Group is not in material breach or default under any Company Material Contract. The Company Group has not received written notice or, to the Knowledge of the Sellers, verbal notice of any material violation or default under any Company Material Contract by any other party thereto. Prior to the date hereof, the Companies have made available to Buyer true and complete copies of all Company Material Contracts.

(o) Government Contracts. The Company Group has not since January 1, 2016 (i) received any written notice of any of the following in connection with a Government Contract: defective pricing, fraud, false claims or false statements, product testing, unallowable costs, including those that may be included in indirect cost claims for prior years that have not yet been finally agreed to by the applicable Governmental Entity or any other material monetary claims relating to the performance or administration by the Company Group of Government Contracts; (ii) been suspended or debarred from bidding on government contracts by a Governmental Entity; (iii) been audited or investigated by any Governmental Entity with respect to any Government Contract; (iv) conducted or initiated any internal investigation or made any disclosure with respect to any alleged or potential irregularity, misstatement or omission arising under or relating to a Government Contract; (v) received from any Governmental Entity or any other Person any written notice of breach, cure, show cause or default with respect to any Government Contract; or (vi) had any Government Contract terminated by any Governmental Entity or any other Person for default or failure to perform. The Company Group has established and maintains adequate internal controls for material compliance with its Government Contracts. All pricing discounts have been properly reported to and credited to the customer and all invoices and claims for payment, reimbursement or adjustment submitted by the Company Group were current, accurate and complete in all material respects as of their respective submission dates.

(p) Undisclosed Liabilities. The Company Group does not have any Liabilities of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due) that would be required to be recorded on a balance sheet of the Company Group under GAAP or reflected in the notes thereto, except for (i) Liabilities that are reflected or reserved against on the face of the most recent balance sheet of the Company included in the Company Financial Statements or are reflected in the notes to the Company Financial Statements, (ii) Liabilities incurred in connection with this Agreement or the other Transaction Documents and the transactions contemplated hereby and thereby, (iii) Liabilities incurred in the ordinary course of business since the date of the most recent balance sheet included in the Company Financial Statements, and (iv) Liabilities that have not had and would not, individually or in the aggregate, reasonably be expected to result in material Liability to the Company Group (taken as a whole). As a result of the Pre-Closing Reorganization, all Excluded Liabilities will be retained by Sellers or their Affiliates (excluding the Company Group) and will not be the obligation of Buyer or the Company Group.

(q) Environmental Liability. Except as set forth in Section 3.1(q) of the Disclosure Schedule: (i) as of the date hereof, there are no legal, administrative, arbitral or other proceedings, claims, Actions, causes of action, private environmental investigations or

remediation activities or governmental investigations of any nature alleging any material violation of, or alleging or seeking to impose, or that are reasonably likely to result in the imposition of, any material Liability under Environmental Laws or regarding any hazardous substance or waste, that are pending against or, to the Knowledge of the Sellers, threatened against or affecting the Company Group; (ii) as of the date hereof, the Company Group is not subject to any Order or party to any agreement, order, judgment, decree, letter or memorandum by or with any third party imposing, and the Company Group has not received any written notice, report or other information alleging, any material Liability under any Environmental Laws; (iii) the Company Group is, and, since January 1, 2016, has been in compliance in all material respects with all, and has not violated in any material respect any, applicable Environmental Laws, which compliance includes obtaining and complying in all material respects with all Permits required pursuant to Environmental Laws; (iv) the Company Group has not assumed or become subject to any material Liability of any other Person relating to Environmental Laws; (v) the Company Group has furnished to the Buyer copies of all material environmental assessments, audits, reports and other documents in its possession relating to its business or its current or former properties, facilities or operations; and (vi) since December 31, 2016, neither the Company Group nor, to the Knowledge of Sellers, any other person has placed, stored, deposited, discharged, buried, dumped, disposed of, treated, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, exposed any Person to, or released any hazardous or toxic substances or waste, or owned or operated any property or facility that is contaminated by any hazardous or toxic substance or waste (including the Company Leased Real Property), in each case so as to give rise to any material Liabilities of the Company Group (taken as a whole) under any Environmental Laws.

(r) Real Property.

(i) The Company Group does not own any real property and the Company Group is not a party to any agreement or option to purchase any real property or interest therein.

(ii) Section 3.1(r)(ii) of the Disclosure Schedule sets forth the address of all material leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by the Company Group (the "Company Leased Real Property") and a true and complete list of all material leases, subleases, licenses, concessions and other agreements pursuant to which the Company Group leases any Company Leased Real Property (such agreements, together with any amendments, modifications, guaranties and other supplements thereto, collectively, the "Company Leases"). The Company Group has delivered to Buyer a true and complete copy of each Company Lease. Each Company Lease is legal, valid, binding and enforceable against the Company Group in accordance with its terms and is in full force and effect (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Applicable Laws affecting the rights of creditors generally and the availability of equitable remedies), except where the failure to be valid, binding, enforceable and in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no material defaults or breaches by the Company Group or, to the Knowledge of the Sellers, any other party, under any of the Company

Leases and to the Knowledge of the Sellers, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or default, or permit the termination, modification or acceleration of rent under such Company Leases. Except as set forth in Section 3.1(r)(ii) of the Disclosure Schedule, the consummation of the transactions contemplated by this Agreement or the other Transaction Documents does not require consent of any party to any Company Lease and will not cause a default under any Company Lease or otherwise cause any Company Lease to cease to be a legal, valid, binding, enforceable and in full force and effect except for any such default which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) the Company Group has not subleased, licensed or otherwise granted any Person the right to use or occupy any Company Leased Real Property, (b) the Company Group has not collaterally assigned or granted any other security interest in any Company Lease or any interest therein and (c) no third party has brought or asserted a written claim to challenge the Company Group's right to possession and quiet enjoyment of the Company Leased Real Property under each Company Lease, and to the Knowledge of the Sellers, and there are no disputes with respect to any Company Leases. To the Knowledge of Sellers, the Company Group is not a party to any oral Company Leases.

(iii) Section 3.1(r)(iii) of the Disclosure Schedule sets forth a true and complete list of all Company Real Property Leases. The Company Group has delivered to Buyer a true and complete copy of each Company Real Property Lease. Each Company Real Property Lease is legal, valid, binding and enforceable against the Company Group, in accordance with its terms and is in full force and effect (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Applicable Laws affecting the rights of creditors generally and the availability of equitable remedies), except where the failure to be valid, binding, enforceable and in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Section 3.1(r)(iii) of the Disclosure Schedule, there are no material defaults or breaches by the Company Group or, to the Knowledge of the Sellers, any other party, under any of the Company Real Property Leases and to the Knowledge of the Sellers, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or default, or permit the termination, modification or acceleration of rent under such Company Real Property Leases. Except as set forth in Section 3.1(r)(iii) of the Disclosure Schedule, the consummation of the transactions contemplated by this Agreement or the other Transaction Documents does not require consent of any party to any Company Real Property Lease and will not cause a default under any Company Real Property Lease, or otherwise cause any Company Real Property Lease to cease to be a legal, valid, binding, enforceable and in full force and effect except for any such default which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of Sellers, there are no oral Company Real Property Leases.

(s) Insurance. The Company Group is insured under policies maintained by its Affiliates against such losses and risks and in such amounts as its management reasonably has

determined to be prudent in accordance with industry practice. To the Knowledge of the Sellers, none of the Companies nor any of their respective Affiliates is in material breach or default of any insurance policies maintained by the Company Group or by any of its Affiliates for the benefit of the Company Group nor has taken any action or failed to take any action that, with notice or the lapse of time, would constitute such a material breach or default or permit termination (prior to the scheduled termination or expiration thereof) or modification of any such insurance policies. Neither the Company Group nor any of their respective Affiliates has received any written notice or, to the Knowledge of the Sellers, verbal notice of termination or cancellation (prior to the scheduled termination or expiration thereof) or denial of coverage with respect to any such insurance policy impacting the Company Group. From and after the Closing, the Company Group will cease to be insured under all such policies maintained by its Affiliates.

(t) Intellectual Property.

(i) Section 3.1(t)(i) of the Disclosure Schedule sets forth a true and complete list of all the following that are owned by the Company Group, indicating for each item if applicable, the registration or application number, the record owner and the applicable filing jurisdiction: (A) registered Intellectual Property (including domain names and social media accounts); and (B) pending patent applications or pending applications for registration of other Intellectual Property. None of the Intellectual Property owned by the Company Group has been adjudged invalid or unenforceable. All registered Intellectual Property owned by Sellers is subsisting and, to the Knowledge of Sellers, valid and enforceable. No material Intellectual Property is owned jointly by the Company Group on the one hand and the Sellers or any of their other Affiliates on the other hand. Except as set forth in Section 3.1(t)(i) of the Disclosure Schedule, the Company Group owns and possesses all right, title and interest in and to, or has a valid written license to use, all Intellectual Property that is necessary for the operation of the Business and all other material Intellectual Property that is used in the operation of the Business (collectively, the “Company IP”) as currently conducted as of the Closing, free and clear of all Liens other than Permitted Liens, excluding the Marks or the Aptean PS Domains and Social Media Accounts, which, for the avoidance of doubt and notwithstanding anything herein to the contrary other than Section 9.16 hereto, shall following the Closing remain owned by the Aptean Mark Owners and neither the Buyer, neither the Company Group nor any of their Affiliates shall have any right, title or interest in any of the Marks or the Aptean PS Domains and Social Media Accounts.

(ii) All Persons who have contributed to or developed any material Company IP owned by the Company Group or material Business Products have assigned their rights in such contribution or development or conception to the Company Group.

(iii) Since January 1, 2016, there have not been any claims filed, or threatened in writing (including email) to be filed, in any forum by any Person alleging infringement, misappropriation or other violation by the Company Group of any other Person’s Intellectual Property. The conduct of the Business does not, to the Knowledge of Sellers, misappropriate, infringe, dilute, or otherwise violate in any respect any Intellectual Property of any other Person and the Company Group has not received any written notices (including email) or, to the Knowledge of Sellers, verbal requests for

indemnification or threats from any Person related to the foregoing, nor has the Company Group requested or received any opinions of counsel related to the same, in each case since January 1, 2016. The Company Group has not filed any claim for misappropriation, dilution infringement or other violation by another Person of its rights in or to any of the Company IP owned by the Company Group since January 1, 2016 and, to the Knowledge of the Sellers, no Person is misappropriating, infringing, diluting or otherwise violating any Company IP owned by the Company Group.

(iv) The Company Group possesses all material source code and other material documentation necessary to compile and operate the Business Products as currently operated, and the Company Group has not disclosed, delivered, licensed or otherwise made available, and the Company Group does not have a duty or obligation (whether present, contingent or otherwise) to disclose, deliver, license or otherwise make available, any material source code for any Business Products to any Person who is not under obligation of confidentiality with respect to such source code, other than as required by any Contract with any customer (including to escrow providers).

(v) The Company Group: (i) takes, or its Affiliates take, commercially reasonable actions to protect, maintain and preserve (A) the operation and security of the Business Products and the Company IT Assets including by implementing industry standard procedures preventing unauthorized access and the introduction of any virus, worm, Trojan horse or similar disabling code or program (“Malicious Code”), and the taking and storing on-site and off-site of back-up copies of material Business Product Data, (B) the Company IP owned by the Company Group, and (C) the confidentiality of material trade secrets owned, held or used by the Company Group; (ii) abides by all Applicable Laws in all material respects regarding the collection, use, transfer and disclosure of personally identifiable and other confidential information, including client and end-user information; and (iii) is not subject to any pending or, to the Knowledge of the Sellers, threatened claim that alleges a material breach of any of the foregoing or inquiry, in each case, by any Governmental Entity regarding the foregoing. The Company Group has not disclosed any confidential Company IP owned by the Company Group (including the source code to any Business Products) to any Person other than pursuant to a written confidentiality agreement pursuant to which such Person agrees to protect such confidential information or other than as required by any Contract with any customer (including to escrow providers).

(vi) Except as set forth in Section 3.1(t)(vi) of the Disclosure Schedule, there are, and since January 1, 2016 have been, no material defects, technical concerns or problems in any of the Business Products that would prevent the same from performing substantially in accordance with their user specification or functionality descriptions. Except as would not, individually or in the aggregate, reasonably be expected to result in material Liability to the Company Group (taken as a whole), there is no Malicious Code in any of the Company IT Assets, and, since January 1, 2016 the Company Group has not received any substantiated complaints from any customers related to any Malicious Code.

(vii) Except as set forth in Section 3.1(t)(vii) of the Disclosure Schedule, the Company IT Assets have not been interrupted or failed since January 1,

2016 in a manner that materially impaired the Company Group's ability to deliver the Business Products, and the Company IP owned by the Company Group is not subject to any pending or outstanding Action or Order, and to the Knowledge of Sellers there are no Actions or Orders threatened, that question or seek to cancel, limit, challenge or modify the ownership, validity, enforceability, registerability, patentability, use or right to use such Company IP, or that would restrict, impair or otherwise adversely affect the Company Group's use thereof or its rights thereto.

(viii) Section 3.1(t)(viii) of the Disclosure Schedule sets forth a list of all Open Source Software that has been used in, incorporated into, or integrated with any Business Products, and for each such item of Open Source Software the name and version number of the applicable license. The Company Group does not use and has not used any Open Source Software or any modification or derivative thereof in a manner that requires the Company Group to disclose, distribute or reverse-engineer the source code to any of the Business Products, to license or provide the source code to any of the Business Products for the purpose of making derivative works, or as to make available for redistribution to any Person the source code to any of the Business Products at no or minimal charge. The Company Group is in compliance in all material respects with all obligations under any material agreement pursuant to which the Company Group has obtained the right to use Open Source Software. As of the date hereof the Company Group has purchased a sufficient number of seat licenses for the Company IT Assets, other than in respect of software or services to be provided pursuant to the Transition Services Agreement.

(ix) The Company Group owns, leases, licenses, or otherwise has, pursuant to a written agreement, the legal right to use all Company IT Assets. The Company Group or its Affiliates maintains commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities, and in the last twelve (12) months, there has not been any material failure with respect to any of the Company IT Assets that has not been remedied or replaced in all material respects.

(x) Except as set forth in Section 3.1(t)(x) of the Disclosure Schedule the Company Group is in material compliance with all Data Security Requirements and, since January 1, 2016, there have not been any actual incidents of data security breaches, unauthorized access or use of any of the Company IT Assets or Business Product Data (not including any attempted breaches that did not result in unauthorized access to the foregoing), or material unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Business Product Data.

(xi) Other than set forth on Section 3.1(n)(i)(O) of the Disclosure Schedule, there is no Contract whereby the Company Group has granted to any third party any exclusive license to any Business Product (or any Software incorporated into any Business Product).

(u) Affiliate Transactions. Other than (i) as disclosed in Section 3.1(u) of the Disclosure Schedule, (ii) any arrangement between any member of the Company Group and any Affiliate to provide benefits to employees of the Company Group under any Benefit Plan, (iii)

any employment or retention agreement or agreement providing for any severance or similar benefits to any Person, or (iv) as contemplated by this Agreement (including the Pre-Closing Reorganization), there are no material transactions, agreements, arrangements or understandings, or series of related material transactions, agreements, arrangements or understandings, nor, to the Knowledge of Sellers, are there any currently proposed material transactions, agreements, arrangements or understandings, or series of related material transactions, agreements, arrangements or understandings, between the Company Group, on the one hand, and any of the Sellers or any of their Affiliates (other than the Company Group), on the other hand.

(v) Relationship with Governmental Entities. For the past three (3) years: (A) the Company Group has not (nor, to the Knowledge of the Sellers, have any of its directors, managers, officers, employees or agents) made, offered, solicited or accepted any bribes, kickbacks or other illegal payments on behalf of the Company Group or engaged in political activity on behalf of the Company Group regarding any elected office or an official position with a Governmental Entity, nor has the Company Group made political contributions to or on behalf of any individual holding or seeking, any elected office or an official position with a Governmental Entity that is a customer of the Company Group; (B) the Company Group has not submitted false or fraudulent claims to a Governmental Entity nor, to the Knowledge of the Sellers, been under investigation by a Governmental Entity regarding such claims or been the subject of a disclosure regarding such claims; and (C) neither the Company Group nor, to the Knowledge of the Sellers, any of its respective officers directors, principals or managers have been disqualified, suspended, debarred, excluded or deemed ineligible for the award of a contract by a Governmental Entity, nor determined as having a conflict of interest that would materially restrict the Company Group's ability to participate in future business opportunities.

(w) Sufficiency of Assets. On the Closing Date, the assets and rights of the Company Group (including the Company IP), together with the services and licenses provided by Sellers or their Affiliates pursuant to the Transition Services Agreement, will be sufficient to enable Buyer to operate the Company Group and the Business in the manner conducted in all material respects by the Company Group immediately prior to Closing; provided, however, that nothing in this Section 3.1(w) shall be deemed to constitute a representation or warranty as to the adequacy of the amounts of cash or working capital (or the availability of the same) in the Company Group or as to the need for or receipt of any consents or approvals under any Contracts to which the Company Group is a party; and provided further, that Buyer will not have access to (i) the Seller Benefit Plans or (ii) to any other intercompany services provided to the Company Group as of the date hereof by Affiliates of the Company Group to the extent such services are not provided under the Transition Services Agreement, or (iii) certain proprietary information of Parent or its Affiliates (other than the Company Group) relating to corporate policies and templates not material to the operations of the Company Group. The material tangible personal property relating to the Business is in normal operating condition and repair (ordinary wear and tear excepted), and none of such property is in need of material maintenance or repairs except for ordinary maintenance and repairs. The Continuing Employees are sufficient in number and skill to allow the Company Group to continue operations following the Closing in substantially the same manner as it was conducted prior to the Closing, other than those functions to be provided under the Transition Services Agreement. None of the Continuing Employees have job duties that are not dedicated to the Business.

(x) Customers and Vendors. Section 3.1(x) (A) of the Disclosure Schedule sets forth accurate lists of the customers of the Business with annual recurring revenue for the twelve (12) months ended March 31, 2018, in excess of two hundred thousand U.S. dollars (\$200,000), along with the dollar amounts of such annual recurring revenue generated from such customers for such period. Section 3.1(x)(B) of the Disclosure Schedule attached hereto contains an accurate list of the top ten (10) vendors to the Business based on consideration paid by the Company Group in the twelve (12) months ended March 31, 2018 along with the dollar amount of the consideration paid. Except as set forth on Section 3.1(x)(A) or Section 3.1(x)(B) of the Disclosure Schedule, as of the date hereof (A) no customer listed on Section 3.1(x)(A) of the Disclosure Schedule has stated in writing (including email) since December 31, 2017 or, to the Knowledge of the Sellers, verbally since March 31, 2018, that it shall stop purchasing or decrease the volume of purchases of materials, products or services from the Company Group that produce recurring revenue of more than fifty thousand U.S. dollars (\$50,000) per year and (B) none of the vendors listed on Section 3.1(x)(B) of the Disclosure Schedule has stated in writing (including email) since December 31, 2017 or, to the Knowledge of the Sellers, verbally since March 31, 2018, that it shall stop, or significantly decrease the rate of, supplying, materials, products or services to the Business, other than, in each case of clauses (A) and (B), any such statement that has been reversed or rescinded.

(y) Disclaimer. Notwithstanding anything to the contrary contained herein, (a) none of the Sellers or any member of the Company Group shall be deemed to make to Buyer any representation or warranty other than as expressly made by such Person in this Section 3.1 or in any other Transaction Document and (b) none of the Sellers or any member of the Company Group makes any representation or warranty to Buyer with respect to (i) except as expressly covered by a representation and warranty contained in this Section 3.1 or in any other Transaction Document, any projections, estimates or budgets delivered to or made available to Buyer or its counsel, accountants or advisors of future revenues, future expenses or expenditures or future results of operations of any member of the Company Group or (ii) except as expressly covered by a representation and warranty contained in this Section 3.1 or in any other Transaction Document, any other information or documents (financial or otherwise) made available to Buyer or its counsel, accountants or advisors with respect to either Seller or any member of the Company Group.

Section 3.2 Representations and Warranties of Buyer. Except as disclosed or, as contemplated by Section 9.4, deemed to be disclosed in a correspondingly numbered section of the Buyer Disclosure Schedule (the "Buyer Disclosure Schedule") delivered by Buyer to the Sellers simultaneous with the execution of this Agreement, Buyer hereby represents and warrants to the Sellers, as of the date hereof and as of the Closing Date, as follows:

(a) Corporate Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the corporate or other entity power and authority to own or lease, as the case may be, and operate its properties and to conduct its business as it is now being conducted, and is duly qualified to do business as a foreign corporation or other entity and is in good standing under the laws of each foreign jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing as a foreign corporation would not, individually or in the aggregate, reasonably be

expected to have a material adverse effect on the ability of Buyer to consummate any of the transactions contemplated by this Agreement.

(b) Authority; No Violation.

(i) Buyer has full corporate or other entity power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each other Transaction Document to which Buyer is a party and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate or other entity action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution and delivery by the Sellers) constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Applicable Laws affecting the rights of creditors generally and the availability of equitable remedies). Each of the Transaction Documents to which Buyer is a party has been (or as of the Closing will be) duly executed and delivered by Buyer and, assuming such Transaction Document constitutes a valid and binding agreement of the other parties thereto, constitutes (or upon execution and delivery thereof will constitute) a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Applicable Laws affecting the rights of creditors generally and the availability of equitable remedies).

(ii) Neither the execution and delivery of this Agreement or the Transaction Documents by Buyer nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by Buyer with any of the terms or provisions of this Agreement or the other Transaction Documents, will (A) violate any provision of the Organizational Documents of Buyer, (B) assuming that the consents, approvals and filings listed in Section 3.2(c) of the Buyer Disclosure Schedule shall have been duly obtained and/or made prior to the Closing and any waiting period required thereunder shall have been terminated or expired prior to the Closing, violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event, which with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, amendment or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Buyer or any of their respective Subsidiaries under, any of the terms, conditions or provisions of any Contract to which Buyer or any such Subsidiary is a party, or by which they or any of their respective properties or assets may be bound or affected; except for such violations, conflicts, breaches, defaults, terminations, amendments, cancellations, accelerations, consents, or creations that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to consummate any of the transactions contemplated by this Agreement.

(c) Purchase Not for Distribution. The Purchased Securities to be acquired under the terms of this Agreement will be acquired by Buyer for its own account and not with a view to distribution. Buyer will not resell, transfer, assign, pledge or otherwise dispose of any Purchased Securities, except in compliance with the Securities Act and any applicable state and other applicable securities laws, or pursuant to an available exemption therefrom. Buyer is an “accredited investor” as defined in Regulation D promulgated by the SEC under the Securities Act and holds a similar status under other applicable securities laws, where relevant, to qualify for an exemption from the prospectus or registration requirements. Buyer acknowledges that it can bear the economic risk of the transactions contemplated hereby and has such knowledge and experience in financial or business matters that it is capable of evaluating, and has evaluated, the risks of the transactions contemplated hereby and of ownership of the Purchased Securities.

(d) Compliance with Applicable Laws. Buyer is and has been in compliance with all Applicable Laws, except as would not, individually or in the aggregate, reasonably be expected to impair materially the ability of Buyer to consummate any of the transactions contemplated by any Transaction Document. Buyer has not received any written notice or other written communication from any Governmental Entity regarding any actual or alleged violation of, or failure on the part of Buyer to comply with, any Applicable Laws, in each case other than any such item that would not, individually or in the aggregate, reasonably be expected to impair materially the ability of Buyer to consummate any of the transactions contemplated by any Transaction Document.

(e) Litigation. There is no Action pending or, to the Knowledge of Buyer, threatened in writing (including email) against or affecting Buyer that (i) seeks to restrain or enjoin the consummation of any of the transactions contemplated by any Transaction Document or (ii) would reasonably be expected to impair materially the ability of Buyer to consummate any of the transactions contemplated by any Transaction Document. Buyer has not been permanently or temporarily enjoined or barred by any order, judgment or decree of any Governmental Entity from engaging in or continuing any conduct or practice in connection with the business conducted by the Company Group that would reasonably be expected to materially impair the ability of Buyer to consummate any of the transactions contemplated by any Transaction Document.

(f) Brokers. Buyer is solely responsible for the payment of the fees and expenses of any broker, investment banker, financial adviser or other Person acting in a similar capacity in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

(g) Due Diligence Review. Buyer acknowledges that: (i) it has completed to its satisfaction its own due diligence review with respect to the Company Group and it is entering into the transactions contemplated by this Agreement based on such investigation and, except for the specific representations and warranties made by the Sellers in Section 3.1 and by Sellers, any other member of the Company Group or any Affiliate, officer, manager, director, employee, agent or advisor thereof, if any, in the other Transaction Documents, it is not relying upon any representation or warranty of the Sellers, any member of the Company Group, or any Affiliate, officer, manager, director, employee, agent or advisor thereof, nor upon the completeness or accuracy of any information, record, projection or statement made available or given to Buyer in

the performance of such investigation (or any omissions therefrom), (ii) it has had access to its satisfaction to the Companies, their respective Subsidiaries and their respective books and records, contracts, agreements and documents (including Tax Returns and related documents), and employees, agents and representatives, and (iii) it has had such opportunity to seek, and has sought, accounting, legal, Tax or other advice or information in connection with its entry into this Agreement and the other documents referred to herein relating to the consummation of the transactions contemplated hereby and thereby as it has seen fit. Buyer expressly acknowledges the agreements set forth in Section 3.1(y) and Section 9.11 hereof.

(h) Disclaimer. Notwithstanding anything to the contrary contained herein, (a) Buyer shall not be deemed to make to any Seller or the Sellers' Representative any representation or warranty other than as expressly made by Buyer in this Section 3.2 or in any other Transaction Document or in the Superior Agreement and (b) Buyer makes no representation or warranty to any Seller or the Sellers' Representative, except as expressly covered by a representation and warranty contained in this Section 3.2 or in any other Transaction Document or in the Superior Agreement, with respect to any other information or documents (financial or otherwise) made available to any Seller, the Sellers' Representative or their counsel, accountants or advisors with respect to Buyer.

ARTICLE IV COVENANTS

Section 4.1 Conduct of Business of the Company Group.

(a) Except as contemplated or permitted by this Agreement (including the actions contemplated by the Pre-Closing Reorganization), as required by Applicable Law, as set forth in Section 4.1 of the Disclosure Schedule or as Buyer otherwise consents in writing in advance (which consent shall not be unreasonably withheld, conditioned or delayed (including (for clarification) as to deviations from, or changes to, the Pre-Closing Reorganization which are not material)), from the date of this Agreement to the Closing Date (or the earlier termination of this Agreement in accordance with its terms), the Sellers shall cause the Company Group to carry on its businesses in all material respects only in the ordinary course of business and, to the extent consistent therewith, use commercially reasonable efforts to preserve intact the Company Group's current business organization and its material relationships with third party customers and suppliers. Without limiting the generality of the foregoing, from the date of this Agreement to the Closing Date (or the earlier termination of this Agreement in accordance with its terms), except as contemplated or required by this Agreement (including the actions contemplated by the Pre-Closing Reorganization), as required by Applicable Law or as set forth in Section 4.1 of the Disclosure Schedule, the Sellers shall cause the Company Group without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed (including (for clarification) as to deviations from, or changes to, the Pre-Closing Reorganization which are not material)), not to:

- (i) amend its Organizational Documents;
- (ii) (x) split, combine, subdivide or reclassify any Purchased Securities or issue or authorize the issuance of any other limited liability company membership

interests or equity or debt securities in respect of, in lieu of or in substitution for Purchased Securities or (y) declare, set aside for payment or pay any non-cash dividend (whether in stock or property or any combination thereof) or other non-cash distribution in respect of any Purchased Securities or otherwise make any non-cash payments to members of any Company in their capacity as such;

(iii) adopt a plan of complete or partial liquidation, dissolution, merger, amalgamation, consolidation, restructuring, recapitalization or other reorganization of any member of the Company Group;

(iv) acquire, sell or dispose of, or agree to acquire, sell or dispose of, any Person or any equity interests thereof or other business organization or division thereof (whether by merger, amalgamation, consolidation or other business combination, sale of assets, sale of share capital, tender offer or exchange offer or similar transaction);

(v) other than as required by Applicable Law or under the terms of a Benefit Plan or a Company Material Contract, (x) grant any material increase in the compensation or benefits of any of the Company Group's current or former officers, directors, employees or independent contractors, (y) adopt, amend or terminate any Company Benefit Plan (or any plan or arrangement that would constitute a Company Benefit Plan if it were in existence as of the date hereof) or (z) amend any existing employment or severance agreement or enter into any new employment or severance agreement (other than offer letters providing for at-will employment that do not provide for severance); in each case, other than (A) annual increases in salary or wage rates in the ordinary course of business, (B) the renewal of group health or welfare plans made in the ordinary course of business effective January 1 of each year or (C) any increases to sale, change-of-control, "stay-around" or retention or similar bonuses to the extent that they reduce the Initial Purchase Price;

(vi) hire any employees (nor will the Sellers hire any employees that will otherwise constitute Designated Employees), other than employees with annual compensation of less than one hundred fifty thousand U.S. dollars (\$150,000) or that are hired in the ordinary course of business;

(vii) implement more than twenty (20) employee layoffs of employees (not including terminations for cause), provided that no such employee has annual cash compensation in excess of one hundred fifty thousand U.S. dollars (\$150,000), or any plant closings or layoffs that trigger the notice or pay requirements of the WARN Act;

(viii) enter into, modify, or terminate any collective bargaining agreement or other Contract with any works council or other labor organization;

(ix) change in any material respect any of the accounting methods used by the Company Group unless required by the Agreed Accounting Principles or Applicable Law;

(x) change any material method of Tax accounting, make or change any material Tax election, amend any income or other material Tax Return, settle or

compromise any material Tax Liability outside the ordinary course of business, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of any income or other material Taxes, enter into any closing agreement with respect to any material Tax or surrender any right to claim any income or other material Tax refund;

(xi) other than in the ordinary course of business, materially amend, materially modify, extend, renew or terminate any Company Lease or enter into any new lease, sublease, license or other agreement for the use or occupancy of any real property;

(xii) enter into any Contract with a customer of the Business that would require the Company Group to: provide services to, or expand services to cover, Affiliates of such customer or unaffiliated third parties, other than in the ordinary course of business; hire new personnel or engage new independent consultants that have annual cash compensation in excess of one hundred fifty thousand U.S. dollars (\$150,000), other than in the ordinary course of business; or open new facilities or enter into new geographic locations outside the U.S.;

(xiii) make any capital expenditure in excess of one hundred thousand U.S. dollars (\$100,000) that is not included in the Company Group's capital expenditure budget as of the date hereof;

(xiv) sell, assign or otherwise transfer ownership of any of its material Intellectual Property;

(xv) from the end of the Business Day immediately preceding the Closing Date through the Closing, use or transfer any Current Assets or Cash of the Company Group; or

(xvi) enter into any Contract, commitment or arrangement to do any of the foregoing.

Nothing contained in this Agreement shall be deemed to give Buyer, directly or indirectly, the right to control or direct the Business or any operations of any member of the Company Group prior to the Closing. Prior to the Closing, the Company Group shall exercise, consistent with the terms and conditions of this Agreement, complete control over its Business and operations. Promptly following the date hereof, Buyer shall designate two individuals as its principal contacts for any consents that Sellers may request under this Section 4.1 and promptly provide names and contact information for such individuals to the Sellers. Notwithstanding anything to the contrary contained in this Agreement or otherwise, at any time and from time to time prior to the Closing, the Company Group shall be permitted (but not obligated) to take any actions, whether or not in the ordinary course of business, with respect to the management or removal of Cash of the Companies.

Section 4.2 Access to Information. Prior to the Closing Date, the Sellers shall cause the Company Group to afford to Buyer and its Representatives reasonable access upon reasonable notice at reasonable times during normal business hours to all of the properties, books, contracts and records of the Company Group and, during such period, each Seller shall

cause the Company Group to furnish to Buyer such information that relates to the business, properties, financial condition, operations and personnel of the Company Group as Buyer may from time to time reasonably request, other than any such properties, books, contracts, records and information that are subject to an attorney-client or other legal privilege that might be impaired by such disclosure or subject to a confidentiality or non-disclosure restriction with a third-party. Without limiting the terms thereof, the Confidentiality Agreement shall govern the obligations of Buyer and its Representatives with respect to all information of any type furnished or made available to them pursuant to this Section 4.2.

Section 4.3 Privacy.

(a) Each Disclosing Party acknowledges and confirms that the disclosure of Transferred Information is necessary for the purposes of determining if the parties shall proceed with the transactions contemplated herein, and that the disclosure of Transferred Information relates solely to the carrying on of the Business and the completion of the transactions contemplated herein.

(b) Each Disclosing Party covenants and agrees to, upon request, use reasonable efforts to advise the Recipient of all documented purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates and all additional documented purposes where the Disclosing Party has notified the individual of such additional purpose, and where required by law, obtained the consent of such individual to such use or disclosure.

(c) In addition to its other obligations hereunder, Recipient covenants and agrees to: (i) prior to the completion of the transactions contemplated herein, collect, use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated herein, including for the purpose of determining to complete such transactions; (ii) after the completion of the transactions contemplated herein, collect, use and disclose the Transferred Information only for those purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates or for the completion of the transactions contemplated herein, unless (A) the Disclosing Party or Recipient have first notified such individual of such additional purpose, and where required by Laws, obtained the consent of such individual to such additional purpose, or (B) such use or disclosure is permitted or authorized by law, without notice to, or consent from, such individual; (iii) where required by law, promptly notify the individuals to whom the Transferred Information relates that the transactions contemplated herein have taken place and that the Transferred Information has been disclosed to Recipient; (iv) return or destroy the Transferred Information, at the option of the Disclosing Party, should the transactions contemplated herein not be completed; and (v) notwithstanding any other provision herein, where the disclosure or transfer of Transferred Information to Recipient requires the consent of, or the provision of notice to, the individual to which such Transferred Information relates, to not require or accept the disclosure or transfer of such Transferred Information until the Disclosing Party has first notified such individual of such disclosure or transfer and the purpose for same, and where required by Laws, obtained the individual's consent to same and to only collect, use and disclose such information to the extent necessary to complete the transactions contemplated herein and as authorized or permitted by Laws.

(d) Recipient shall at all times keep strictly confidential all Transferred Information provided to it, and shall instruct those employees or advisors responsible for processing such Transferred Information to protect the confidentiality of such information in a manner consistent with the Recipient's obligations hereunder and according to Applicable Laws.

(e) Recipient shall ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective Recipient who have a bona fide need to access such information in order to complete the transactions contemplated herein.

Section 4.4 Confidentiality.

(a) Except as permitted by Section 4.7, the Sellers, Buyer, and their respective Affiliates shall not disclose to any third party the terms or conditions of any Transaction Document or the negotiations relating to any Transaction Document or the transactions contemplated thereby; provided, however, that the foregoing obligation of the Sellers, Buyer, and their respective Affiliates shall not prohibit disclosure of any such information (i) if required by Applicable Law, stock exchange rules or any Governmental Entity, (ii) to auditors or ratings agencies; provided, that such auditors or ratings agencies are made aware of the provisions of this Section 4.4(a) and are bound by customary confidentiality obligations, (iii) to an advisor for the purpose of advising in connection with the transactions contemplated by this Agreement and the other Transaction Documents; provided, that such advisor is made aware of the provisions of this Section 4.4(a) and is bound by customary confidentiality obligations, (iv) to the extent that the information has been made public by, or with the prior consent of, the other party, (v) in connection with customary fundraising, marketing, informational, transactional or reporting activities, in each case subject to customary confidentiality obligations, or (vi) in connection with any Action or in any dispute with respect to this Agreement or any other Transaction Document; provided, further, that if any party or any of their respective Affiliates becomes legally compelled by Applicable Law, stock exchange rules, or any Governmental Entity, including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar judicial or administrative process, to disclose such confidential information, such party shall, to the extent reasonably practicable, (i) provide the other parties with prompt written notice of such requirement prior to such disclosure and (ii) cooperate with each of such other parties and its Affiliates, at such other party's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed. In the event that such protective order or other similar remedy is not obtained, the party compelled to disclose any confidential information shall furnish only that portion of such confidential information that has been legally compelled, and shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information.

(b) For a period of three (3) years after the Closing, (i) each Seller and its Affiliates shall, and shall cause each of their Representatives to, maintain in confidence any written, oral or other confidential information relating to the Company Group or obtained in connection with the transactions contemplated hereby from Buyer or their respective Affiliates and (ii) Buyer and their respective Affiliates shall, and shall cause each of their Representatives to, maintain in confidence any written, oral or other confidential information obtained in connection with the transactions contemplated hereby relating to the Sellers or their Affiliates (other than the Company Group), except that the foregoing requirements in clauses (i) and (ii) of

this Section 4.4(b) shall not apply to the extent that (1) any such information is or becomes generally available to the public other than as a result of disclosure by any Seller or its Affiliates (in the case of clause (i)) or Buyer and their respective Affiliates (in the case of clause (ii)) or any of their respective Representatives, in each case in violation of this Section 4.4(b), (2) any such information is required by Applicable Law, stock exchange rules or a Governmental Entity to be disclosed, (3) any such information was or becomes available to the Sellers or their Affiliates (in the case of clause (i)) or Buyer or their respective Affiliates (in the case of clause (ii)) on a non-confidential basis and from a source (other than the other party or any Affiliate (including the Company Group) or Representative of such other party or its Affiliates) that is not bound by a confidentiality agreement with respect to such information or is not otherwise obligated to keep such information confidential or (4) any such information is reasonably necessary to be disclosed in connection with any Action or in any dispute with respect to this Agreement or any other Transaction Document; provided, that if any party or any of its Affiliates becomes legally compelled by Applicable Law, stock exchange rules, or any Governmental Entity, including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar judicial or administrative process, to disclose such confidential information, such party shall, to the extent reasonably practicable, (i) provide the other parties with prompt written notice of such requirement prior to such disclosure and (ii) cooperate with each of the other parties and its Affiliates, at such other party's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed. In the event that such protective order or other similar remedy is not obtained, the party required to make such disclosure or its Affiliates shall furnish only that portion of such confidential information that has been legally compelled, and shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. Each party shall instruct its Affiliates and its and their respective Representatives having access to such confidential information of such obligation of confidentiality. Notwithstanding the foregoing, the confidentiality provisions of the Transition Services Agreement, and not this Section 4.4(b), shall apply to information shared by the parties following the Closing pursuant to such Transition Services Agreement.

(c) It is agreed and understood that nothing in this Section 4.4 shall limit a party's ability to disclose any information to its Representatives.

(d) Notwithstanding anything to the contrary contained herein, this Section 4.4 shall in no way amend, limit or modify any of the rights, benefits, restrictions or obligations set forth in Section 9.14(c).

Section 4.5 Reasonable Best Efforts. Upon the terms and subject to the conditions and other agreements set forth in this Agreement, each Seller and the Sellers' Representative agrees to use its 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 parties and their Representatives in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement (including the actions contemplated by the Pre-Closing Reorganization (including, for clarification, as to deviations from, or changes to, the Pre-Closing Reorganization which are not material)) and the other Transaction Documents.

Section 4.6 Regulatory Approval.

(a) Subject to the terms and conditions of this Agreement, each Seller shall, and shall cause its Affiliates to, use its reasonable best efforts (i) file (x) Notification and Report Form(s) pursuant to the HSR Act with respect to the transactions contemplated by this Agreement as soon as reasonably practicable following the date hereof, but no later than one (1) Business Day after the date hereof and (y) any other filing or notification (including in draft as appropriate) required pursuant to the Antitrust Laws with respect to the transactions contemplated by this Agreement as soon as practicable following the date hereof, and (ii) supply as promptly as practicable any additional information and documentary material that may be requested or required pursuant to any Antitrust Law, including the HSR Act. All filing fees required under the HSR Act or any Antitrust Law in connection with any of the transactions contemplated by this Agreement shall be borne by fifty percent (50%) by Buyer and fifty percent (50%) by Sellers.

(b) In connection with the efforts referenced in Section 4.5 and this Section 4.6 to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the HSR Act, the Antitrust Laws, or any state law, each of the Sellers and the Sellers' Representative shall use reasonable best efforts to (i) cooperate with the other parties hereto in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep Buyer informed in all material respects of any material communication received by such party from, or given by such party to, any Governmental Entity and of any material communication received or given in connection with any proceeding by a private party, in each case, regarding any of the transactions contemplated by this Agreement, (iii) permit Buyer to review and discuss in advance, and consider in good faith the views of Buyer and incorporate Buyer's comments in connection with, any filings, notifications, communications, or submissions (whether written or oral) with any Governmental Entity, including any presentations, memoranda, briefs, arguments, opinions or proposals, and (iv) not participate in any telephone calls or meetings with a Governmental Entity regarding the consummation of the Transactions without consulting with Buyer in advance and, to the extent permitted by such Governmental Entity, giving Buyer a reasonable opportunity to attend and participate thereat. The foregoing obligations in this Section 4.6(b) shall be subject to the Confidentiality Agreement and any attorney-client, work product or other privilege.

(c) Without limiting the generality of Section 4.6(b), if any objections are asserted with respect to the transactions contemplated by this Agreement under the HSR Act or any Antitrust Law or if any suit is instituted or threatened by any Governmental Entity or any private party challenging any of the transactions contemplated by this Agreement as violative of the HSR Act or any Antitrust Law or if a filing pursuant to Section 4.6(a) is reasonably likely to be rejected or conditioned by a Governmental Entity, then each of the Sellers and the Sellers' Representative shall use commercially reasonable efforts (which, for the avoidance of doubt, shall in no event include an obligation to initiate or engage in litigation or to propose, negotiate, commit to or effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of any assets, properties or businesses of any assets, properties or businesses) to resolve such objections or challenges as such Governmental Entity or private party may have to such transactions so as to permit consummation of the transactions contemplated by this

Agreement as soon as practicable and in any event on or prior to the Termination Date; provided, however, neither the Sellers nor the Sellers' Representative shall agree to commit to any action, non-action, condition or conduct requirement in order to resolve any objections or challenges such Governmental Entity or private party may have to such transactions without the written consent of Buyer, not to be unreasonably withheld. This Section 4.6 represents the sole and exclusive covenants of the Sellers and the Sellers' Representative regarding the efforts required to obtain approval under the HSR Act or any other Antitrust Law.

Section 4.7 Public Announcements. The Sellers shall, and shall cause their respective Affiliates to, consult with Buyer before issuing, and provide Buyer the opportunity to review and comment upon, any press release or other public statement with respect to the transactions contemplated by this Agreement and the other Transaction Documents and shall not issue any such press release or make any such public statement with respect to such matters without the advance approval of Buyer following such consultation (such approval not to be unreasonably withheld or delayed), except as may be required by Applicable Law or by the requirements of any securities exchange; provided that, in the event that the Sellers are required under Applicable Law or the requirements of any securities exchange to issue any such press release or make any public statement, the Sellers shall (a) use their commercially reasonable efforts to consult with Buyer in advance thereof and (b) provide Buyer with notice and a copy of such press release or statement as soon as reasonably practicable.

Section 4.8 Related Party Agreements. Other than the Transition Services Agreement, all of the intercompany arrangements between the Sellers and its Affiliates (other than the Company Group), on the one hand, and the Company Group, on the other hand, set forth on Section 4.8 of the Disclosure Letter shall be terminated or shall be amended or otherwise modified to terminate any rights and obligations of the Company Group thereunder immediately prior to the Closing, and the Sellers shall provide evidence reasonably acceptable to Buyer of all such terminations and amendments. The Sellers shall cause all intercompany balances between the Sellers and their respective Affiliates (other than the Company Group), on the one hand, and the Company Group, on the other hand, to be cancelled in full without payment immediately prior to the Closing.

Section 4.9 Notice of Certain Events. From the date hereof through the Closing Date, the Sellers' Representative shall notify Buyer of any event or change that has resulted in or would reasonably be expected to cause the conditions set forth in Section 6.2(a) or Section 6.2(c) not to be satisfied; provided, that no such notification shall impact Buyer's right to assert a failure of the condition set forth in Article VI.

Section 4.10 Access to Books and Records. Until the seventh (7th) anniversary of the Closing, Buyer shall afford to Sellers' Representative, each Seller and their respective Representatives reasonable access on reasonable notice during normal business hours, at the Sellers' sole cost and expense, to the books and records of the Company Group, and provide information with respect to the Company Group in a readily accessible form, to the extent reasonably required by Sellers' Representative or such Seller for any compliance, financial reporting (including financial audits of historical information), loss reporting, regulatory, Tax or accounting matters (including for any such matters related to the Transition Services Agreement) and Buyer shall reasonably cooperate with Sellers' Representative and each Seller and their

respective Representatives, at the Sellers' sole cost and expense, to furnish such books and records and information; provided that such access does not unreasonably interfere with the conduct of the business of Buyer or the Company Group.

Section 4.11 Financing. From and after the date hereof until the Closing, the Company Group shall use commercially reasonable efforts to provide reasonable cooperation and assistance that is customary or necessary, and as reasonably requested by Buyer (with reasonable prior notice), in connection with the arrangement of any debt financing in connection with the Transactions (any such debt financing, the "Debt Financing") to be incurred by an Affiliate of Buyer, including: (a) furnishing available financial information and statements with respect to the Company Group as may reasonably be required by the Debt Financing Sources and customary for syndicated bank loan transactions, (b) assisting with and reviewing pro forma financial statements and other customary marketing materials, (c) furnishing the Debt Financing Sources with all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, (d) upon reasonable prior notice and in reasonably convenient locations (or via telephonic meeting), making senior management of the Company Group available to participate in a reasonable and limited number of meetings and due diligence sessions with proposed lenders and a reasonable number of rating agency presentations, and (e) causing officers of the Company Group who will be officers of Buyer or the Company Group after the Closing to take reasonable corporate actions, subject to the occurrence of the Closing, necessary to permit the consummation of any Debt Financing (including executing and delivering at Closing any pledge and security documents, other definitive financing documents, payoff letters, and officer's, solvency, insurance and other certificates and documents as reasonably requested by any Debt Financing Sources); provided, however, that (x) such requested cooperation shall not unreasonably interfere with the business of the Company Group or provide any information the disclosure of which is prohibited or restricted by law, and (y) no obligation of the Company Group under any agreement, commitment, certificate, document, or instrument shall be effective until the Closing (other than customary authorization or ratings agency letters). Notwithstanding anything else herein to the contrary, this Section 4.11 contains the sole and exclusive obligations of the Company Group with respect to the Debt Financing.

Section 4.12 No Solicitation; Other Offers. Until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, no member of the Company Group nor its Affiliates shall, and each shall cause each of its Representatives not to, directly or indirectly, (i) solicit or initiate, or take any action to solicit or initiate any inquiries, announcements or communications relating to, or the making of any submission, proposal or offer that constitutes or that would reasonably be expected to lead to, an Acquisition Proposal, (ii) enter into, participate in, maintain or continue any discussions or negotiations relating to, any Acquisition Proposal with any Person other than Buyer, (iii) furnish to any Person other than Buyer or their respective Affiliates any information that the Sellers, the Company Group or their respective Affiliates or Representatives reasonably believes would be used for the purposes of formulating any inquiry, expression of interest, proposal or offer relating to an Acquisition Proposal, or (iv) accept any Acquisition Proposal or enter into any agreement, arrangement, or understanding providing for the consummation of any transaction contemplated by any Acquisition Proposal or otherwise relating to any Acquisition Proposal. Sellers or the Company Group, as applicable, shall promptly (but in any event no later than two (2) Business Days after

receipt) notify Buyer after receipt of any Acquisition Proposal or any request for information relating to the Company Group or the Business by any Person who has informed the Sellers or the Company Group or any of their Affiliates or Representatives that such Person is considering making, or has made, an Acquisition Proposal (which notice shall identify the Person making, or considering making, such Acquisition Proposal and shall set forth the material terms of any Acquisition Proposal received). Each of the Sellers and the Company Group shall, and shall cause each of its Representatives to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Persons conducted prior to or on the date of this Agreement with respect to any Acquisition Proposal.

Section 4.13 Quarterly Financial Statements. The Company Group shall promptly deliver to Buyer copies of its regularly prepared financial statements as they are finalized between the date of this Agreement and the Closing Date on or prior to the twentieth (20th) or, in the case of year-end, forty-fifth (45th) day following the last day of such quarter (the “Quarterly Financial Statements”). The Quarterly Financial Statements shall be prepared in accordance with the Agreed Accounting Principles.

Section 4.14 Pre-Closing Reorganization; Acknowledgment. Sellers shall, prior to the Closing, to take all actions necessary to effect the Pre-Closing Reorganization and shall provide reasonably satisfactory evidence thereof to Buyer. Sellers shall not, and shall cause their Affiliates not to, take any material action with respect to the Pre-Closing Reorganization except in accordance with this Agreement and the Project Moose Structure Deck. Sellers shall provide drafts of all documents related to the Pre-Closing Restructuring for Buyer’s review and comment and all such documentation and any material decisions made with respect thereto shall be subject to the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed). Sellers shall cause all Excluded Liabilities to be retained by Sellers or their Affiliates (excluding the Company Group) as a result of the Pre-Closing Reorganization. Notwithstanding any provision herein to the contrary, for all purposes of this Agreement, it is understood and agreed that any representation or warranty contained herein that in any way relates to the Companies, their respective Subsidiaries and/or the Company Group or any of their respective personnel, operations, status, circumstances or the like, shall only refer to the Companies, their respective Subsidiaries and/or the Company Group and their respective personnel, operations, status, circumstances and the like following the Pre-Closing Reorganization.

Section 4.15 Contact with Customers and Suppliers. Until the Closing Date, Buyer shall not, and shall cause its representatives not to, contact or communicate with the employees (other than the employees identified on Section 4.15 of the Disclosure Schedule), customers, potential customers, suppliers, distributors or licensors of the Company Group, or any other Persons having a business relationship with the Company Group, concerning the Transactions without the prior written consent of the Sellers’ Representative.

Section 4.16 Consents. Buyer acknowledges that certain consents to the transactions contemplated by this Agreement may be required from parties to contracts or other agreements to which a member of the Company Group is a party and that such consents have not been obtained and may not be obtained. Notwithstanding anything to the contrary herein, Buyer agrees that the Sellers’ Representative, the Sellers and the Company Group shall not have any liability whatsoever to Buyer (and Buyer shall not be entitled to assert any claims) arising out of or

relating to the failure to obtain any consents that may have been or may be required in connection with the transactions contemplated by this Agreement (excluding, for the avoidance of doubt, any liability arising out of or relating to any obligations of any such party under the Transition Services Agreement) or because of the default, acceleration or termination of or loss of right under any such contract or other agreement as a result thereof. Buyer further agrees that no representation, warranty or covenant of the Sellers contained herein shall be breached or deemed breached and no condition of Buyer shall be deemed not to be satisfied as a result of the failure to obtain any consent or as a result of any such default, acceleration or termination or loss of right or any action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any consent or any such default, acceleration or termination or loss of right. At Buyer's written request prior to the Closing, as the sole obligation of the Sellers' Representative, the Sellers and such other members of the Company Group with respect to any matters related to such consents notwithstanding any other provision of this Agreement, the Sellers shall, and shall cause the members of the Company Group to, cooperate with Buyer in any reasonable manner in connection with Buyer's obtaining any such consents; provided that such cooperation shall not include any requirement of the Sellers' Representative, the Sellers or any member of the Company Group to expend money, commence any litigation or arbitration proceeding, or offer or grant any accommodation (financial or otherwise) to any third party.

Section 4.17 Directors, Managers and Officers Indemnification and Insurance.

(a) For a period of six (6) years after the Closing, Buyer shall not, and shall not permit any member of the Company Group to, amend, repeal or modify (in a manner adverse to the beneficiary thereof) any provision in any member of the Company Group's certificate of incorporation, bylaws or other organizational documents relating to the exculpation or indemnification or the like of any present or former officers, directors or managers (including the advancement of expenses), it being the intent of the parties hereto that the present or former officers, managers and directors of any member of the Company Group on the date hereof shall continue to be entitled to such exculpation and indemnification and the like to the full extent of the law.

(b) At or prior to the Closing, Buyer shall purchase for any Person who is on the date hereof or who becomes prior to the Closing Date an officer, manager or director of any member of the Company Group (each such Person, a "D&O Beneficiary") a six (6) year "tail" officers', managers' and directors' liability insurance coverage ("D&O Insurance") that is reasonably acceptable to the Sellers' Representative with respect to all losses, claims, damages, Liabilities, costs and expenses (including attorneys' fees and expenses), judgments, fines, losses, and amounts paid in settlement in connection with any actual or threatened action, suit, claim, proceeding or investigation (each a "D&O Claim") to the extent that any such D&O Claim is based on, or arises out of, (i) the fact that such D&O Beneficiary is or was a manager, director or officer of any member of the Company Group at any time prior to the Closing Date or is or was serving at the request of any member of the Company Group as a manager, director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise at any time prior to the Closing Date or (ii) this Agreement or any of the transactions contemplated hereby in each case to the extent that any such D&O Claim pertains to any matter or fact arising, existing or occurring prior to or at the Closing Date, regardless of whether such D&O Claim is asserted or claimed prior to, at or after the Closing Date. The

provisions of this Section 4.17 are intended to be for the benefit of, and shall be enforceable by, each D&O Beneficiary and such Person's estate, heirs and representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have pursuant to law, the organizational documents of any member of the Company Group, contract or otherwise. For the avoidance of doubt, each D&O Beneficiary shall be a third-party beneficiary under this Agreement.

Section 4.18 Release.

(a) Effective as of the Closing, Buyer, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, and each member of the Company Group each hereby absolutely, unconditionally and irrevocably, now and forever, releases and discharges the Sellers' Representative, each Seller, and each of the foregoing Persons' respective Affiliates (in each case, excluding the Company Group) and each of their respective successors and assigns, and any present or former directors, managers, officers, employees or agents of such Person (each, a "Seller Released Party"), of and from, and hereby absolutely, unconditionally and irrevocably waives, any and all claims, debts, losses, expenses, proceedings, covenants, Liabilities, suits, judgments, damages, actions and causes of action, obligations, accounts, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, direct or indirect, at law or in equity or otherwise (collectively, the respective "Seller Released Claims") that such party ever had, now has or ever may have or claim to have against any Seller Released Party, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising at or prior to the Closing relating to the Company Group (including in respect of the management or operation of the Company Group); provided that nothing contained in this Section 4.18 will be deemed to constitute a release by Buyer of any right of Buyer under this Agreement or any other Transaction Document, including with respect to Excluded Liabilities and Fraud. Subject to such limitations, Buyer, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, expressly waive all rights afforded by any statute which limits the effect of a release with respect to unknown claims. Buyer, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, understands the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims, and acknowledges and agrees that this waiver is an essential and material term of this Agreement. Buyer, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, acknowledges that each of Seller and the Sellers' Representative will be relying on the waiver and release provided in this Section 4.18 in connection with entering into this Agreement and that this Section 4.18 is intended for the benefit of, and to grant third-party rights to each Seller, the Sellers' Representative and the foregoing Persons' respective Affiliates, as applicable, (in each case, excluding the Company Group) to enforce this Section 4.18. From and after the Closing, Buyer, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, covenants and agrees that neither it, nor any Person from whom a claim has been released above, shall sue or make any claim against any of the Seller Released Parties on the basis of any of the Seller Released Claims herein released and discharged.

(b) Effective as of the Closing, each Seller and the Sellers' Representative, on behalf of themselves and their respective Affiliates, and their respective officers, directors,

managers and equityholders each hereby absolutely, unconditionally and irrevocably, now and forever, releases and discharges the Buyer and the Company Group, and each of the foregoing Persons' respective Affiliates and each of their respective successors and assigns, and any present or former directors, managers, officers, employees or agents of such Person (each, a "Buyer Released Party"), of and from, and hereby absolutely, unconditionally and irrevocably waives, any and all claims, debts, losses, expenses, proceedings, covenants, Liabilities, suits, judgments, damages, actions and causes of action, obligations, accounts, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, direct or indirect, at law or in equity or otherwise (collectively, the respective "Buyer Released Claims") that such party ever had, now has or ever may have or claim to have against any Buyer Released Party, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising at or prior to the Closing relating to the Company Group; provided that nothing contained in this Section 4.18 will be deemed to constitute a release by any Seller, the Sellers' Representative, their respective Affiliates or any of their respective officers, directors, managers or equityholders (i) of any right under this Agreement or any other Transaction Document, including with respect to Fraud, (ii) with respect to any claims or rights to indemnification, exculpation, reimbursement or advances of expenses under their respective certificates of formation, certificates of incorporation, limited liability company agreements or by-laws, stockholders' agreements or management agreements each as amended to date, or under Applicable Law, (iii) any employment document between any such party and any Buyer Released Party, (iv) under insurance policies, or (v) of any right or claim that cannot be waived or released under Applicable Law. Each Seller and the Sellers' Representative, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, expressly waive all rights afforded by any statute which limits the effect of a release with respect to unknown claims. Each Seller and the Sellers' Representative, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, understands the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims, and acknowledges and agrees that this waiver is an essential and material term of this Agreement. Each Seller and the Sellers' Representative, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, acknowledges that Buyer will be relying on the waiver and release provided in this Section 4.18 in connection with entering into this Agreement and that this Section 4.18 is intended for the benefit of, and to grant third-party rights to Buyer and its respective Affiliates, as applicable, to enforce this Section 4.18. From and after the Closing, each Seller and the Sellers' Representative, on behalf of itself and its Affiliates, and their respective officers, directors, managers and equityholders, covenants and agrees that neither it, nor any Person from whom a claim has been released above, shall sue or make any claim against any of the Buyer Released Parties on the basis of any of the Buyer Released Claims herein released and discharged.

(c) The parties each acknowledge that they are familiar with the provisions of California Civil Code § 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Each of the parties, being aware of California Civil Code § 1542, hereby expressly waives any rights such party may have thereunder, as well as any other statute or common law principle of similar effect. Each of the parties understands and acknowledges that one of the consequences of this waiver of California Civil Code § 1542 or any other statute

or common law principle of similar effect is that even if such party should eventually suffer any damages as a result of any action or omission committed or caused by any other person specifically released herein, such party will not be able to make any claims for those damages. Furthermore, each of the parties acknowledges that such party consciously intends these consequences even as to claims that may exist as of the date hereof but which such party does not know exist, and which, if known, would materially affect such party's decision to execute the releases herein, regardless of whether such lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause. Each of the parties acknowledges and warrants that its execution of the releases herein is free and voluntary.

(d) The provisions of this Section 4.18 are intended to be for the benefit of, and shall be enforceable by, each Released Party and such Person's estate, heirs and representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have pursuant to law, the organizational documents of any member of the Company Group, contract or otherwise. For the avoidance of doubt, each Released Party shall be a third-party beneficiary under this Agreement.

Section 4.19 Sellers' Representative.

(a) The Sellers' Representative is hereby approved by virtue of the approval of the transactions contemplated hereby by each Seller in accordance with the governing documents of such Seller in effect as of the date hereof, and without further action of or on behalf of either Seller. By each Seller's execution and delivery of this Agreement, such Seller hereby authorizes and directs the Sellers' Representative to serve as the representative of the Sellers with respect to the matters set forth in this Agreement to be performed by the Sellers' Representative. Each Seller hereby irrevocably appoints the Sellers' Representative as the agent, proxy and attorney in fact for such Seller for all purposes of this Agreement, including vesting the Sellers' Representative with full power and authority on such Seller's behalf (i) to consummate the transactions contemplated herein, (ii) to pay expenses (whether incurred on or after the date hereof) incurred in connection with the negotiation and performance of this Agreement, (iii) to disburse any funds received hereunder to such Seller and each other Seller or any other Person (in each case, as determined by the Sellers' Representative in its sole discretion), (iv) to execute and deliver any certificates representing the Company Group's equity interests and such further instruments as Buyer may reasonably request, (v) to execute and deliver on behalf of such Seller any amendment or waiver hereto, (vi) to take all other actions to be taken by or on behalf of such Seller in connection herewith, (vii) to prepare, deliver and receive any notices on behalf of such Seller, or the Sellers collectively, contemplated by this Agreement, (viii) to authorize any release of the Escrow Fund and execute and deliver any joint written instructions or other instruments necessary to authorize any such release, and (ix) to do each and every act and exercise any and all rights which such Seller is, or the Sellers collectively are, permitted or required to do or exercise under this Agreement. Each Seller agrees that such agency, proxy and attorney-in-fact status are coupled with an interest, are therefore irrevocable without the consent of the Sellers' Representative and shall survive the death, incapacity or bankruptcy of either Seller. Each of the Sellers hereby agrees to reimburse the Sellers' Representative for any fees, expenses, losses, damages or liabilities incurred by the Sellers' Representative in its capacity as agent, proxy or attorney-in-fact of the Sellers in connection with this Agreement or the transactions contemplated herein. At the Closing, Buyer shall deliver to

the Sellers' Representative an amount to be determined by the Sellers' Representative in its sole discretion and at least equal to \$1,000,000 (the "Sellers' Representative Expense Fund") to be held in trust to cover and reimburse the fees and expenses incurred by the Sellers' Representative for its obligations in connection with this Agreement and the transactions contemplated herein. Any balance of the Sellers' Representative Expense Fund not incurred for such purposes shall be retained by the Sellers' Representative and/or distributed to any Person(s) in such amounts, during such periods and at such times as are determined by the Sellers' Representative in its sole discretion.

(b) All decisions, actions, consents and instructions of the Sellers' Representative shall be final and binding upon the Sellers and no Seller shall have any right to object, dissent, protest or otherwise contest the same, except for fraud, bad faith or willful misconduct. Neither the Sellers' Representative nor any agent employed by the Sellers' Representative shall incur any liability to either Seller relating to the performance of its duties hereunder. The Sellers' Representative shall not have by reason of this Agreement a fiduciary relationship in respect of either Seller. The Sellers' Representative shall not be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement. Buyer is expressly authorized to deal exclusively with the Sellers' Representative on all matters relating to this Agreement or the transactions contemplated hereby and to rely conclusively on any document executed or purported to be executed by the Sellers' Representative on behalf of any Seller and on any other action taken or purported to be taken on behalf of any Seller by the Sellers' Representative, as fully binding upon such Seller.

(c) The Sellers shall cooperate with the Sellers' Representative and any accountants, attorneys or other agents whom the Sellers' Representative may retain to assist in carrying out the Sellers' Representative's duties hereunder.

(d) Unless explicitly provided herein to the contrary, no Seller shall take any action under, with respect to or in connection with this Agreement without the prior written consent or instruction of the Sellers' Representative.

ARTICLE V EMPLOYEE MATTERS

Section 5.1 Designated Employees. As of immediately prior to the Closing Date, the Sellers shall cause each Designated Employee then employed by the Sellers or their Affiliates (other than the Company Group) to be employed by the Company Group. As used herein, "Continuing Employees" means all Company Employees and Designated Employees who are employed with the Company Group immediately prior to the Closing and who remain employed by the Company Group immediately following the Closing. The Sellers and their Affiliates (other than the Company Group) shall (a) bear and discharge all obligations and Liabilities accrued by the Sellers and their Affiliates as the employer of Designated Employees prior to the Closing for salary or wages, incentive and non-incentive compensation, accrued vacation pay and other employee benefits, as well as any other employment-related obligations including termination Liabilities associated with any Designated Employee who does not become a Continuing Employee and (b) as part of the Pre-Closing Reorganization will take all steps necessary to ensure the treatment contemplated by clause (a) above.

Section 5.2 Benefit Plans. As of the Closing Date, the Company Group shall cease to be a participating employer in each Seller Benefit Plan, and in no event shall any Continuing Employee be entitled to accrue any benefits under such Seller Benefit Plans with respect to services rendered on or after the Closing Date. Sellers shall ensure, or shall cause the Company Group to ensure, that only Continuing Employees or former employees (or any spouses, dependents, survivors or beneficiaries of any such employees or former employees) of the Company Group are entitled to participate in the Company Benefit Plans and no entity other than the Company Group is a participating employer under any Company Benefit Plan. Effective on the Closing Date, the Sellers shall take such actions as are necessary to fully vest each Continuing Employee's account balances under the Aptean 401(k) plan (the "Sellers' 401(k) Plan"), and the Sellers shall make to the Sellers' 401(k) plan all employer contributions (including all year-end true up contributions) that would have been made on behalf of such Continuing Employees had the transactions contemplated by this Agreement not occurred. Except as set forth on Section 5.2 of the Disclosure Schedule, the Sellers and their Affiliates (other than the Company Group or any of its Subsidiaries) shall assume and/or retain the sponsorship of and be solely responsible for all Liabilities relating to or at any time arising under or in connection with or pursuant to any Seller Benefit Plan, Company Benefit Plan, or any other benefit or compensation plan, program, agreement, policy, contract or arrangement of any kind at any time maintained, sponsored or contributed to or required to be contributed by any Seller or any of its Affiliates (including the Company Group) or under or with respect to which any Seller or any of its Affiliates (including any member of the Company Group) has any Liability.

Section 5.3 Continuing Employees.

(a) For a period of one year following the Closing Date, the Company Group or Buyer shall provide the Continuing Employees (who continue in employment with the Company Group during such period) with (i) base compensation at a rate not less than such Continuing Employee's base compensation as in effect immediately prior to the Closing Date and (ii) total commission and cash incentive compensation opportunities that are substantially comparable to the commission and cash incentive compensation opportunities that would reasonably be expected to be provided by a company of similar size to the Company Group in the industry and geographic locations in which the Company Group operates.

(b) For a period of one year following the Closing Date, the Company Group or Buyer shall provide each Continuing Employee (who continues in employment with the Company Group during such period) with (i) 401(k) retirement and welfare benefits that are substantially comparable in the aggregate to the 401(k) retirement and welfare benefits that would reasonably be expected to be provided by a company of similar size to the Company Group in the industry and geographic locations in which the Company Group operated or (ii) the 401(k) retirement and welfare benefits that are provided by Buyer and its Subsidiaries to similarly situated employees.

(c) Buyer shall use commercially reasonable efforts to waive, or cause to be waived, any pre-existing condition limitations, exclusions, actively at work requirements and waiting periods under any group health plan maintained by Buyer or its Affiliates in which Continuing Employees (and their eligible dependents) will be eligible to participate from and after the Closing Date in the plan year in which the Closing occurs. Buyer shall use

commercially reasonable efforts to recognize and credit, or cause to be recognized and credited, the dollar amount of all co-payments, deductibles and similar expenses incurred by each Continuing Employee (and his or her eligible dependents) under the applicable Benefit Plans during the year in which the Closing Date occurs for purposes of satisfying such year's deductible and co-payment limitations under the relevant group health plan maintained by Buyer or its Affiliates in which they will be eligible to participate from and after the Closing Date in the plan year in which the Closing Date occurs.

(d) For purposes of eligibility and vesting (other than vesting of future equity awards) and for purposes of determining future paid time off accruals or severance amounts under the benefit plans, programs or arrangements made available to Continuing Employees by the Buyer or its Affiliates (together with any group health plans maintained by Buyer or its Affiliates, "Buyer Benefit Plans"), Buyer shall give each Continuing Employee full credit for such Continuing Employee's service with the Sellers or any of their respective Affiliates (as well as service with any predecessor employer) to the same extent recognized by such Seller or its Affiliates immediately prior to the Closing Date, except to the extent that such credit would result in duplication of benefits and except that benefit accrual will not be provided under any defined benefit pension plan.

(e) Buyer shall (or shall cause an Affiliate of Buyer to) assume, recognize and provide each Continuing Employee with all of such Continuing Employee's earned but unused paid time-off as of the Closing Date as determined under the policy of the Company Group or their relevant Affiliate in effect as of the Closing Date. Notwithstanding the foregoing, in the event that the Sellers or any of their respective Affiliates (other than the Company Group) is required under Applicable Law to make a payment in settlement of accrued paid time off of a Continuing Employee, Buyer shall reimburse and hold harmless the applicable Seller or such Affiliate for such payment.

(f) Buyer and the Sellers shall take all actions reasonably necessary to allow Continuing Employees to rollover their account balances under the Sellers' 401(k) Plan (including notes associated with plan loans) to a tax-qualified defined contribution plan sponsored by Buyer, which allows for such rollovers if elected by the Continuing Employees.

(g) With respect to any Continuing Employee whose employment is terminated by Buyer or the Company Group within the one year immediately following the Closing Date, Buyer or the Company Group shall provide severance benefits to such Continuing Employee, which shall be determined and payable in accordance with the severance benefits maintained by the Company Group or any of its Affiliates for the benefit of such Continuing Employee immediately prior to the Closing Date pursuant to any Benefit Plan or otherwise and which are disclosed on Section 5.3(g) of the Disclosure Schedule, taking into account all service with the Company Group and its Affiliates and Buyer in determining eligibility for severance benefits and the amount of severance benefits payable.

Section 5.4 COBRA. For so long as Sellers or any of their Affiliates maintain a group health plan, Sellers shall retain all obligations to provide continuation coverage under COBRA to each "M&A qualified beneficiary" as that term is defined in Treasury Regulation Section

54.4980B-9 regardless of when such employee's "qualifying event" (as defined in Section 4980B of the Code) has occurred or occurs.

Section 5.5 Accrued Payroll, Bonuses and Commissions. Without limitation of the provisions of Section 5.3, the Company Group or Buyer shall pay to the Continuing Employees, and Sellers and their Affiliates shall have no liability for, all wages, salaries, payroll, commission and bonus amounts treated as Current Liabilities in determining Net Working Capital, in accordance with the terms and conditions of the applicable payroll practices, commission and bonus plans and programs in effect immediately prior to the Closing that are disclosed on Section 5.5 of the Disclosure Schedule under which such amounts were earned or accrued and Applicable Law; provided that, in no event shall the aggregate amount of annual bonuses paid to the Continuing Employees by the Company Group or Buyer in respect of the fiscal year prior to Closing (if not yet paid as of Closing) and the portion of the fiscal year of the Closing which precedes the Closing Date be less than the aggregate annual bonus amount taken into account in respect of the relevant fiscal year as Current Liabilities in determining Net Working Capital. For the avoidance of doubt, for purposes of calculating the bonus accrual included in Current Liabilities, no reduction shall be made based on an assumption that, as a result of the Closing, employees will no longer work for a Sellers' Affiliate on the payment date, if employment on the payment date is relevant to the obligation to pay under the plan (nor shall any reduction in the payments made be implemented as a result thereof either).

Section 5.6 Section 280G. Prior to the Closing, the Sellers shall use their commercially reasonable efforts to (a) secure from each person who has a right to any payments and/or benefits as a result of or in connection with the transactions contemplated herein that would be deemed to constitute "parachute payments" (within the meaning of Section 280G of the Code and the regulations promulgated thereunder) a waiver of such person's rights to some or all of such payments and/or benefits (the "Waived 280G Benefits") applicable to such person so that all remaining payments and/or benefits applicable to such person shall not be deemed to be "excess parachute payments" that would not be deductible under Section 280G of the Code and (b) seek the approval of its stockholders who are entitled to vote in a manner that complies with Section 280G(b)(5)(B) of the Code and Treasury Regulation Section 1.280G-1, which shall include adequate written disclosure to all stockholders who are entitled to vote prior to such vote, of any such Waived 280G Benefits. No later than five (5) Business Days prior to obtaining such waivers, and no later than five (5) Business Days prior to seeking such stockholder approval, the Sellers shall provide drafts of such waivers and such stockholder approval materials to Buyer for its review and consider in good faith any comments that Buyer may provide thereon. Prior to the Closing Date, the Sellers shall deliver to Buyer evidence that a vote of the Company Group's stockholders who are entitled to vote was solicited in accordance with the foregoing provisions of this Section 5.6 and that either (x) the requisite number of stockholder votes was obtained with respect to the Waived 280G Benefits (the "280G Approval"), or (y) that the 280G Approval was not obtained, and, as a consequence, the Waived 280G Benefits shall not be made or provided.

Section 5.7 Cooperation. The Sellers and Buyer shall cooperate with the other party to provide such current information regarding the Continuing Employees on an ongoing basis as may be necessary to facilitate determinations of eligibility for, and payments of benefits to, such

employees (and their spouses and dependents, as applicable) under Benefit Plans or Buyer Benefit Plans, as applicable, except to the extent prohibited by Applicable Law.

Section 5.8 Effect of this Article V. This Article V shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Article V, expressed or implied, is intended to confer upon any other person (including employees, retirees or dependents or beneficiaries thereof) any rights or remedies of any nature whatever. No provision of this Article V will create any third-party beneficiary rights in any current or former employee, officer or individual independent contractor of any Seller or any Affiliate or the Company Group in respect of continued employment (or resumed employment) or service or any other matter. This Article V shall not be considered, or deemed to be, the adoption of or amendment to any Benefit Plan or any compensation or benefit plan, program, agreement or arrangement of Buyer or any of its Affiliates. Nothing in this Article V shall obligate Buyer or any of its Affiliates (including the Company Group) (i) to continue to employ any Continuing Employee for any specific period of time following the Closing Date, subject to Applicable Law, or (ii) subject to Buyer and the Company Group otherwise complying with their obligations under the provisions of this Article V, limit the right of Buyer, or the Company Group, to change or modify any compensation or employee benefit plan or arrangement at any time or in any manner.

ARTICLE VI CONDITIONS PRECEDENT

Section 6.1 Conditions to Each Party's Obligations. The respective obligations of each party to consummate the transactions contemplated hereby and the other actions to be taken at the Closing are subject to the satisfaction or waiver at the Closing of the following conditions:

(a) Approvals. The waiting periods (and any extension thereof) applicable to the transactions contemplated hereby under the HSR Act shall have been terminated or shall have otherwise expired. All other consents, approvals or authorizations of, declarations or filings with or notices to any Governmental Entity in connection with the transactions contemplated hereby set forth in Section 6.1 of the Disclosure Schedule shall have been obtained or made and shall be in full force and effect and all waiting periods set forth therein required by Applicable Law shall have expired or been terminated.

(b) No Restraints. No Applicable Law shall be in effect that prohibits or makes illegal any aspect of the transactions contemplated by this Agreement and no Action seeking to prohibit or prevent the transactions contemplated hereby shall have been instituted before any Governmental Entity and be pending.

(c) Completion of Pre-Closing Reorganization. The Pre-Closing Reorganization shall have occurred in accordance with the terms and conditions hereof, except to the extent that the impact of any deviations therefrom are nevertheless fully reflected in the calculation of the Purchase Price or for which the Sellers otherwise bear the economic burden of any such deviations, all such that, in either case, Buyer experiences no economic detriment as a result of any such deviations; provided, further that the Sellers shall provide reasonable prior written notice of any such deviations to Buyer.

(d) Closing of the Superior Transaction. The consummation of the transactions contemplated by the Superior Agreement shall have occurred or shall occur concurrently with the Closing.

Section 6.2 Conditions to Obligations of the Buyer. The obligations of Buyer to effect the purchase and sale of the Purchased Securities and the other actions to be taken at the Closing are further subject to the satisfaction (or waiver by Buyer) at the Closing of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of the Sellers (i) set forth in Section 3.1(b) shall be true and correct in all respects (except for inaccuracies that, individually or in the aggregate, have a de minimis liability, cost or expense for Buyer) as of the Closing Date with the same force and effect as if made on and as of such date; provided that if the impact of such failure of the representations set forth in Section 3.1(b) to be true and correct in all but de minimis respects is nevertheless fully reflected in the calculation of the Purchase Price such that Buyer experiences no economic detriment, such inaccuracy shall not be deemed a failure to satisfy the condition set forth in this clause (i), (ii) set forth in Section 3.1(a) and Section 3.1(c)(i) shall be true and correct in all material respects (without giving effect to any references to Material Adverse Effect or materiality qualifications and other qualifications based upon the concept of materiality or similar phrases contained therein) as of the date of this Agreement and the Closing Date with the same force and effect as if made on and as of such date (except for representations and warranties made only as of a specified date, which shall be true and correct in all material respects as of the specified date), and (iii) set forth in this Agreement, other than those Sections specifically identified in clause (i) and clause (ii) of this Section 6.2(a), shall be true and correct as of the date of this Agreement and the Closing Date (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period), except, in the case of this clause (iii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to “materiality” or Material Adverse Effect set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Performance of Obligations of the Sellers. The Sellers shall have performed and complied in all material respects with all agreements, obligations and covenants required to be performed or complied with by them under this Agreement on or prior to the Closing Date.

(c) No Material Adverse Effect. Since the date hereof, no event, change or development shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect with respect to the Company Group.

(d) Closing Deliveries. The Sellers’ Representative shall have delivered or caused to be delivered to Buyer each of the documents required to be delivered pursuant to Section 2.3(a).

Section 6.3 Conditions to Obligations of the Sellers. The obligations of each Seller to effect the purchase and sale of the Purchased Securities and the other actions to be taken at the Closing are further subject to the satisfaction (or waiver by Sellers' Representative) at the Closing of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Buyer (i) set forth in Section 3.2(a) and Section 3.2(b) (without giving effect to any references to materiality qualifications and other qualifications based upon the concept of materiality or similar phrases contained therein) shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made on and as of such date (except for representations and warranties made only as of a specified date, which shall be true and correct in all material respects as of the specified date) and (ii) set forth in this Agreement, other than those Sections specifically identified in clause (i) of this Section 6.3(a), shall be true and correct as of the date of this Agreement and as of the Closing Date (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "material adverse effect" set forth therein) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to consummate any of the transactions contemplated by this Agreement.

(b) Performance of Obligations of Buyer. Buyer shall have performed and complied in all material respects with all agreements, obligations and covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date.

(c) Closing Deliveries. Buyer shall have delivered or caused to have delivered to Sellers' Representative each of the documents required to be delivered pursuant to Section 2.3(b).

ARTICLE VII TAX MATTERS

Section 7.1 Cooperation and Exchange of Information. Buyer and the Sellers shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with (i) the filing of Tax Returns and (ii) any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information that are reasonably relevant to any of the foregoing and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Any information obtained pursuant to this Section 7.1 or pursuant to any other Section hereof providing for the sharing of information or review of any Tax Return or other schedule relating to Taxes with respect to the Company Group shall be kept confidential by the parties hereto and their respective Representatives.

Section 7.2 Conveyance Taxes. Buyer or Sellers, as appropriate, shall execute and deliver all instruments and certificates necessary to enable the other to comply with any filing requirements relating to any real property transfer or sales, use, transfer, value added, stock

transfer and stamp taxes, any transfer, recording, registration and other fees and any similar Taxes (“Conveyance Taxes”) which become payable in connection with the purchase of the Purchased Securities by Buyer or the consummation of any of the other transactions contemplated by this Agreement which occur at or prior to the Closing and shall file such applications and documents as shall permit any Conveyance Taxes to be assessed and paid. Any Conveyance Taxes incurred in connection with the consummation of the transactions contemplated by this Agreement which occur at or prior to the Closing shall be borne fifty percent (50%) by the Sellers and fifty percent (50%) by Buyer. For the avoidance of doubt, the Buyers shall not be responsible for any Conveyance Taxes in connection with the Pre-Closing Reorganization.

Section 7.3 Tax Treatment and Allocation. Prior to the Closing, the parties shall agree on (1) the allocation of the Purchase Price as between the Sellers and (2) the portion of the Purchase Price allocable to the shares of Moose India Private Ltd. The parties further agree that the acquisition of HoldCo contemplated by this Agreement will be treated as an “applicable asset acquisition” for U.S. federal income tax purposes and will be treated in a consistent manner for state and local income tax purposes. As soon as practicable after the Closing (and in any case, no later than ninety (90) days following the finalization of the Adjusted Purchase Price pursuant to Section 2.7), Buyer shall deliver to the Sellers’ Representative a statement (the “Allocation Statement”), allocating the portion of the Purchase Price (plus assumed Liabilities, to the extent properly taken into account under Section 1060 of the Code) allocated to the equity of HoldCo (determined in accordance with Section 2.1) among the assets of HoldCo in accordance with Section 1060 of the Code, treating, for this purpose, any assets of a disregarded entity directly or indirectly owned by HoldCo as assets of HoldCo which Allocation Statement shall be consistent with the allocations determined pursuant to the first sentence of this Section 7.3. If within twenty (20) days after the delivery of the Allocation Statement, the Sellers’ Representative notifies Buyer in writing that the Sellers’ Representative objects to the allocation set forth in the Allocation Statement, Buyer and the Sellers shall use commercially reasonable efforts to resolve such dispute within twenty (20) days. In the event that Buyer and the Sellers’ Representative are unable to timely resolve any dispute with respect to any allocation described in the first sentence of this Section 7.3 or the Allocation Statement, Buyer and the Sellers’ Representative shall jointly retain the Independent Accounting Firm to resolve the disputed items. The determination of the Independent Accounting Firm shall be binding upon the parties and, if necessary, the allocation reflected on the Allocation Statement shall be adjusted to reflect such resolution. The costs, fees and expenses of the Independent Accounting Firm shall be borne equally by Buyer and the Sellers’ Representative. The Sellers and Buyer agree to (i) be bound by the Allocation Statement and (ii) act in accordance with the Allocation Statement in the preparation, filing and audit of any Tax return (including filing Form 8594 with its federal income Tax return for the taxable year that includes the date of the Closing), in each case, unless otherwise required by Applicable Law. If an adjustment is made with respect to the Purchase Price pursuant to Section 2.7 or otherwise pursuant to this Agreement, the allocation of the Purchase Price among the units of the Companies and the Allocation Statement shall be adjusted in accordance with Section 1060 of the Code, Section 2.1 of the Disclosure Schedule and as mutually agreed by Buyer and the Sellers’ Representative based on the matter giving rise to such adjustment. Notwithstanding anything to the contrary in this Agreement, in the event that any portion of the Purchase Price (as otherwise determined hereunder) is required to be allocated among the Purchased Securities or any assets of the Company Group prior to the Closing Date or otherwise prior to any date under

applicable law (as determined hereunder), the parties agree to use commercially reasonable efforts to agree upon such allocation prior to such date.

ARTICLE VIII TERMINATION PRIOR TO CLOSING

Section 8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing:

(a) by the Sellers' Representative or Buyer in writing, if there shall be any order, injunction or decree of any Governmental Entity that prohibits or restrains any party from consummating the transactions contemplated hereby, and such order, injunction or decree shall have become final and non-appealable; provided that the party seeking to terminate this Agreement pursuant to this Section 8.1(a) shall have performed each of its obligations under Section 4.6 of this Agreement;

(b) by the Sellers' Representative or Buyer in writing, if the Closing has not occurred on or prior to April 4, 2019 (such date, the "Termination Date"), unless due to the failure of the party seeking to terminate this Agreement to perform each of its obligations under this Agreement required to be performed by it on or prior to the Closing Date;

(c) by either the Sellers' Representative or Buyer in writing, if a breach of any provision of this Agreement that has been committed by the other party would cause the failure of any mutual condition to the Closing or any condition to the Closing for the benefit of the non-breaching party, so long as the breaching party has provided the non-breaching party with written notice of such breach and the breach has continued without cure for a period of twenty (20) days after the notice of such breach or the earlier occurrence of the Termination Date;

(d) at any time on or prior to the Closing Date, by mutual written consent of the Sellers' Representative and Buyer; or

(e) automatically, without any further action on the part of any party hereto, in the event that the Superior Agreement is validly terminated.

Section 8.2 Effect of Termination.

(a) In the event of termination of this Agreement as provided in Section 8.1 hereof, this Agreement shall forthwith become void and there shall be no liability or obligation hereunder on the part of any of Sellers or Buyer (other than pursuant to Section 4.2 and Article IX (solely with respect to such Section) which shall survive any such termination). In addition to the foregoing, no termination of this Agreement will affect the rights or obligations of any party hereto pursuant to the Confidentiality Agreement, which rights, obligations and agreements will survive the termination of this Agreement in accordance with their respective terms.

(b) If the transactions contemplated by this Agreement are terminated as provided in Section 8.1, Buyer acknowledges and agrees that all documents, copies thereof, and all other materials received from or on behalf of either Seller or any member of the Company Group relating to the transactions contemplated hereby, whether so obtained before or after the

execution hereof, shall continue to be subject to the Confidentiality Agreement, which shall remain in full force and effect notwithstanding the termination of this Agreement.

(c) Notwithstanding anything to the contrary contained herein, no Seller Related Party shall have any rights or claims against any Debt Financing Source in connection with this Agreement, the Debt Financing or the transactions contemplated hereby or thereby, no Debt Financing Source shall have any rights or claims against any Seller Related Party in connection with this Agreement, the Debt Financing or the transactions contemplated hereby or thereby, whether at law or equity, in contract, in tort or otherwise; provided, that the foregoing will not limit the rights of the parties to the Debt Financing under any commitment letter related thereto, and no Debt Financing Source shall be subject to any special, consequential, punitive or indirect damages or damages of a tortious nature.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Nonsurvival of Representations, Warranties, Covenants and Agreements. The representations, warranties, covenants and agreements (other than those covenants and agreements that by their terms apply or are to be performed in whole or in part on or after the Closing) contained in this Agreement or in any document or certificate delivered pursuant hereto (other than the Non-Solicitation and Non-Competition Agreement, the Escrow Agreement and the Transition Services Agreement) shall not survive beyond the Closing or termination of this Agreement, shall terminate on the earlier of the Closing or the date on which this Agreement is terminated and there shall be no liability in respect thereof, whether such liability has accrued prior to or after the Closing, on the part of any party, its Affiliates or any of their respective officers, directors, managers, agents or other representatives; provided that nothing in this Section 9.1 shall be construed to modify, limit or supersede Section 8.2. Nothing provided in this Section 9.1 shall limit any claim with respect to Fraud. Notwithstanding anything contained herein, any Liabilities of Sellers arising from or relating to Excluded Liabilities shall terminate on the earlier to occur of (a) the date which is thirty (30) days following the date on which the Buyer or its Affiliates (including the Company Group) receive consolidated financial statements for the fiscal year ending December 31, 2018 and (b) the date which is twelve (12) months following the Closing Date.

Section 9.2 Fees and Expenses. Except as otherwise provided herein or the Escrow Agreement, whether or not the purchase and sale of the Purchased Securities is consummated, each party hereto shall pay its own transaction expenses incident to preparing for, entering into and carrying out this Agreement, the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; provided, however, that all filing fees under the HSR Act and any other Antitrust Laws and all costs associated with obtaining D&O Insurance and any governmental in connection with the transactions contemplated by this Agreement shall be paid 50% by Buyer, on the one hand, and 50% by the Sellers, on the other hand.

Section 9.3 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (with written proof of delivery), by email transmission (so long as a copy is sent by prepaid overnight courier following such email

transmission) or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

(a) if to Buyer, to it:

Bain Capital Fund XII, L.P.
c/o Bain Capital Private Equity, LP
200 Clarendon Street
Boston, MA 02116
Attn: Ian Loring
Darren Abrahamson
David Hutchins
Facsimile No.: (617) 516-2010
Email: iloring@baincapital.com
dabrahamson@baincapital.com
dhutchins@baincapital.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attn: Matthew E. Steinmetz, P.C.
Matthew H. O'Brien, P.C.
Christopher M. Thomas
Facsimile No.: (312) 862-2200
Email: matthew.steinmetz@kirkland.com
matthew.obrien@kirkland.com
christopher.thomas@kirkland.com

(b) If to the Sellers' Representative or the Sellers (or, prior to the Closing, to the Company Group), then to:

Aptean, Inc. and Yaletown Acquiror S.à r.l.
c/o Vista Equity Partners III, LLC
Four Embarcadero Center, 20th Floor
San Francisco, CA 94111
Attention: David A. Breach and Marc Teillon
Facsimile: (512) 730-2453
E-mail: dbreach@vistaequitypartners.com
mteillon@vistaequitypartners.com

with a copy, which shall not constitute notice, to:

Greenberg Traurig, LLP
77 W. Wacker Drive
Suite 3100

Chicago, IL 60601
Attention: Peter H. Lieberman and Raymond F. Bogenrief
Facsimile: (312) 456-8435
E-mail: liebermanp@gtlaw.com
bogenriefr@gtlaw.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 9.3; provided that any notice delivered by email transmission shall be deemed to have been received on the same Business Day as sent by the party providing such notice; provided, further that notice of any change to the address or any of the other details specified in or pursuant to this Section 9.3 shall not be deemed to have been received until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 9.3.

Section 9.4 Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Any fact or item disclosed on any section of the Disclosure Schedule shall be deemed disclosed for purposes of other sections of the Disclosure Schedule solely to the extent the applicability of such disclosure to such other section of the Disclosure Schedule is reasonably apparent on the face of such disclosure. Disclosure of any item in the Disclosure Schedule shall not be deemed an admission that such item represents a material item, fact, exception of fact, event or circumstance or that occurrence or non-occurrence of any change or effect related to such item would reasonably be expected to result in a Material Adverse Effect. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” For the avoidance of doubt, references to the “transactions contemplated by this Agreement,” the “transactions contemplated hereby” and similar expressions shall include the other Transaction Documents. Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. This Agreement has been fully negotiated by the parties hereto and shall not be construed by any Governmental Entity against either party by virtue of the fact that such party was the drafting party. Any reference herein to “delivered,” “provided” or “made available” to Buyer means, with respect to any document or information, that the same has been made available to Buyer with unrestricted access (other than in the case of documents or information in the “clean room” or otherwise limited for legal counsel’s eyes only), prior to 2:00 p.m. Eastern Time on July 3, 2018 by means of the virtual data room hosted by Donnelley Financial Solutions (<https://www.dfsc.com/>) under the project name “Project Moose Stage 2 VDR.”

Section 9.5 Entire Agreement; Third-Party Beneficiaries. This Agreement (including all exhibits and schedules hereto), the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter of this Agreement. Except (a) as otherwise expressly provided herein (including Section 4.17 and Section 4.18) and (b) for any permitted successor or assign, this Agreement is

not intended to confer upon any Person other than the parties hereto any rights or remedies, except that the Debt Financing Sources shall be express third party beneficiaries of Section 8.2, this Section 9.5, Section 9.6, Section 9.7, Section 9.9 and Section 9.10, and each of such Sections shall expressly inure to the benefit of the Debt Financing Sources and the Debt Financing Sources shall be entitled to rely on and enforce the provisions of such Sections.

Section 9.6 Specific Performance; Remedies. Each of the parties acknowledges that the rights of each party to consummate the transactions contemplated hereby are unique and recognizes and affirms that in the event of a breach of this Agreement by any party, money damages may be inadequate and the non-breaching party may have no adequate remedy at law. Accordingly, the parties agree that such non-breaching party shall have the right, in addition to any other rights and remedies existing in their favor at law or in equity, to seek to enforce their rights and the other party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security). Notwithstanding anything to the contrary, the Sellers shall not pursue (and shall not have the right to pursue) any remedies for breach or otherwise (a "Claim") against any party pursuant to its third party beneficiary rights under the Superior Agreement, unless the Sellers concurrently pursue the same or equivalent Claims against all other parties against whom the same or equivalent Claims are available in accordance with the terms hereof and thereof. Notwithstanding anything to the contrary, other than with respect to Fraud, no party shall have any claim for monetary damages under or in respect of this Agreement.

Section 9.7 Governing Law. This Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 9.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise (other than, following the Closing, by operation of law in a merger); provided, that following the Closing, Buyer may, without the consent of any Person, assign its rights and obligations, in whole or in part, (i) to any of its Affiliates, (ii) following the Closing, to a subsequent purchaser of all or a portion of the equity or assets of the Company Group and (iii) to any lender or agent, in connection with a collateral assignment as part of a secured financing undertaken by Buyer or any of its Affiliates; provided further, that nothing herein shall relieve Buyer from its obligations hereunder to the extent any such assignee does not perform them. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. In the event that the Sellers, any of their Subsidiaries, or any of their respective successors and assigns (a) consolidates with or merges into any other Person or (b) transfers all or substantially all of its properties or assets to any Person, then, and in each case, the successors and assigns of the Sellers shall expressly assume and be bound by the obligations set forth in this Agreement, including, for the avoidance of doubt, any obligations arising under Section 2.7 and Section 9.2.

Section 9.9 Jurisdiction; Enforcement.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state court sitting in the State of Delaware or United States federal court sitting in Wilmington, Delaware (each, a "Delaware Court"), for purposes of enforcing this Agreement or determining any claim arising from or related to the transactions contemplated by this Agreement. In any such action, suit or other proceeding, each of the parties hereto irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claim that it is not subject to the jurisdiction of any such Delaware Court, that such action, suit or other proceeding is not subject to the jurisdiction of any such Delaware Court, that such action, suit or other proceeding is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper; provided, that nothing set forth in this sentence shall prohibit any of the parties hereto from removing any matter from one Delaware Court to another Delaware Court. Each of the parties hereto also agrees that any final and unappealable judgment against a party hereto in connection with any action, suit or other proceeding will be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment will be conclusive evidence of the fact and amount of such award or judgment. Any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered or sent in accordance with Section 9.3 of this Agreement, constitute good, proper and sufficient service thereof. Notwithstanding this Section 9.9 the determination of the Adjusted Purchase Price shall be made as set forth in Section 2.7. Notwithstanding anything herein to the contrary, each Seller Related Party and each of the other parties hereto (a) agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Debt Financing Sources in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Debt Financing or the performance thereof or the transactions contemplated thereby, in any forum other than exclusively in the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof), (b) submits for itself and its property with respect to any such action to the exclusive jurisdiction of such courts, (c) agrees that service of process, summons, notice or document by registered mail addressed to it at its address provided in Section 9.3 shall be effective service of process against it for any such action brought in any such court, (d) waives and hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of any such action in any such court, and (e) agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER,

(II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.9. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH SELLER RELATED PARTY AND EACH OTHER PARTY HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ACQUISITION, THE DEBT FINANCING OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING IN ANY ACTION, PROCEEDING OR COUNTERCLAIM AGAINST ANY DEBT FINANCING SOURCE.

Section 9.10 Severability; Amendment; Waiver.

(a) Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(b) This Agreement may be amended only by a written instrument signed by a duly authorized officer of each of Buyer and the Sellers' Representative. No provision of this Agreement may be waived except by a written instrument signed by the party against whom the waiver is to be effective. Notwithstanding anything to the contrary contained herein, Section 8.2, Section 9.5, Section 9.6, Section 9.7, Section 9.9 and this Section 9.10 (and any other provision of this Agreement to the extent an amendment, supplement, waiver or other modification of such provision would modify the substance of such Sections) may not be amended, supplement, waived or otherwise modified in any manner that impacts or is otherwise adverse in any respect to the Debt Financing Sources without the prior written consent of the Debt Financing Sources.

(c) No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Section 9.11 Certain Limitations. Buyer acknowledges and agrees that no Seller nor any of its Affiliates (including the Company Group), nor any Representative of any of them, makes or has made, and Buyer has not relied on, any inducement or promise to Buyer or any representation or warranty to Buyer, oral or written, express or implied, in each case except as set forth in this Agreement and the Transaction Documents. Each Seller acknowledges and agrees that neither Buyer nor its Affiliates nor any Representative of any of them, makes or has

made, and such Seller has not relied on, any inducement or promise to the Sellers or any representation or warranty to the Sellers, oral or written, express or implied, in each case except as set forth in this Agreement and the Transaction Documents or the Superior Agreement. Without limiting the generality of the foregoing, other than as set forth in Section 3.1, Buyer acknowledges and agrees that no Person has made any representation or warranty to Buyer with respect to the Company Group, the Purchased Securities or any other matter, including with respect to (A) merchantability or fitness for any particular purpose, (B) the operation of the Company Group by Buyer or any of their respective Affiliates after the Closing, (C) the probable success or profitability of the Company Group after the Closing or (D) any information, documents or material made available to Buyer, its Affiliates or their respective Representatives in any “data rooms,” information memoranda, management presentations, functional “break-out” discussions or in any other form or forum in connection with the transactions contemplated by this Agreement, including any valuation, appraisal, projection or forecast, with respect to the Company Group. This Section 9.11 shall have effect from and after the execution of this Agreement and shall continue in effect notwithstanding the occurrence of the Closing or the termination of this Agreement.

Section 9.12 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party. Each party may deliver its signed counterpart of this Agreement to the other party by means of electronic mail or any other electronic medium utilizing image scan technology, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

Section 9.13 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the parties in their capacities as such and their permitted successors and assigns, and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or Affiliates of any party, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or Affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or Liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

Section 9.14 Privileged Matters.

(a) Greenberg Traurig, LLP has represented the Companies, their respective Subsidiaries, the Sellers and the Sellers’ Representative. All of the parties recognize and acknowledge the commonality of interest among the Companies, their respective Subsidiaries, the Sellers and the Sellers’ Representative that exists and will continue to exist until Closing, and

the parties agree that such commonality of interest shall continue to be recognized after the Closing. Specifically, the parties agree that (i) Buyer shall not, and shall not cause or permit, directly or indirectly, any member of the Company Group to, seek to have Greenberg Traurig, LLP disqualified from representing the Sellers, the Sellers' Representative and their respective Affiliates, and each of the foregoing's respective officers, directors, managers, employees, shareholders, equityholders, agents and representatives (collectively, the "Aptean Parties") in connection with any dispute of any kind or nature that may arise between the Aptean Parties, and the Sellers' Representative or their respective Affiliates and Buyer or its Affiliates, including the Companies and their respective Subsidiaries, in connection with this Agreement or the transactions contemplated hereby and shall waive any claim of conflict of interest or breach of duty with respect to any such representation to the fullest extent of the law and (ii) in connection with any such dispute that may arise between the Aptean Parties, the Sellers' Representative or their respective Affiliates and Buyer or its Affiliates, including the Companies and their respective Subsidiaries, the Sellers' Representative (and not Buyer or the Companies or their respective Subsidiaries or any other Person) will have the sole, absolute discretion to decide whether or not to waive, in whole or in part, the attorney-client privilege that may apply to any communications between the Companies, any of their respective Subsidiaries and Greenberg Traurig, LLP that occurred before the Closing.

(b) Notwithstanding anything to the contrary contained herein, all communications in any form or format whatsoever between or among any of Greenberg Traurig, LLP, the Sellers' Representative, the Sellers, the Company Group or their respective Affiliates that relate in any way to the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any dispute arising under this Agreement that are attorney-client privileged (the "Privileged Deal Communications") shall remain privileged after the Closing and the privilege and the expectation of client confidence relating thereto shall belong solely to the Sellers' Representative and the Sellers (or their assigns), shall be controlled by the Sellers' Representative on behalf of the Sellers (or their assigns) and shall not pass to or be claimed by Buyer or the Company Group. Accordingly, the Company Group shall not, without the Sellers' Representatives consent, have access to any such communications, or to the files of Greenberg Traurig, LLP relating to its engagement, whether or not the Closing shall have occurred and Greenberg Traurig, LLP shall have no duty whatsoever to reveal or disclose any such communications or files. Buyer agrees that it will not, and that it will cause the Company Group not to, (i) access or use the Privileged Deal Communications, (ii) seek to have the Company Group or any of its officers, directors, employees, agents or representatives waive the attorney-client privilege or any other privilege, or otherwise assert that Buyer or the Company Group have the right to waive the attorney-client privilege or other privilege applicable to the Privileged Deal Communications, or (iii) seek to obtain the Privileged Deal Communications from the Company Group, the Sellers or Greenberg Traurig, LLP.

(c) In the event that Buyer or the Company Group is legally required by governmental order or otherwise to access or obtain a copy of all or a portion of the Privileged Deal Communications, Buyer shall immediately (and, in any event, within two (2) Business Days) notify the Sellers' Representative in writing (including by making specific reference to this Section 9.13(c)) so that the Sellers' Representative can seek (at its expense) a protective order and Buyer each agrees to use all commercially reasonable efforts to assist therewith. Notwithstanding the foregoing, in the event that a dispute arises between Buyer or the Company

Group, on the one hand, and a third party other than the Sellers' Representative or either Seller, on the other hand, Buyer or the Company Group may assert the attorney-client privilege to prevent the disclosure of the Privileged Deal Communications to such third party and if requested by Buyer, the Sellers and the Sellers' Representative shall assert such privilege; provided, however, that none of Buyer or the Company Group may waive such privilege without the prior written consent of the Sellers' Representative.

Section 9.15 Further Assurances. From time to time following the Closing, the parties shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all further conveyances, notices, assumptions, releases, acquittances and other instruments, and shall take such reasonable actions, as may be necessary or appropriate to make effective the transactions contemplated by this Agreement; provided, however, that nothing in this Section 9.15 shall require either 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.

Section 9.16 Use of Name and Trademark License.

(a) Subject to the terms of this Agreement, each Seller on behalf of itself and its relevant subsidiaries (collectively, the "Aptean Mark Owners") hereby grants to the Company Group a transitional non-exclusive limited license to continue use the Marks and the Aptean PS Domains and Social Media Accounts solely as used by the Company Group in connection with the conduct of the Business, and for the limited purpose of transitioning to a new corporate name and informing customers of the transition. "Marks" means the trademarks and service marks specified on Section 9.15(i) of the Disclosure Schedule, which are owned by the Aptean Mark Owners. "Aptean PS Domains and Social Media Accounts" means domain names and social media account names specified on Section 9.15 (ii) of the Disclosure Schedule containing or incorporating the Marks.

(b) This license shall terminate three (3) months after the Closing Date (the "Mark Term"), at which time Buyer shall immediately cease all use of the Marks that would require a license and all use of Aptean PS Domains and Social Media Accounts except as required for internal record keeping, and the Aptean Mark Owners shall have the right to terminate Buyer's access to such Aptean PS Domains and Social Media Accounts. Buyer shall transition to a new name of its choosing that is not confusingly similar to the APTEAN name or any of the Marks, and cease all use of the APTEAN name in any of the Marks by the end of the Mark Term.

(c) The quality of the goods and services offered under the Marks shall be at least of equal quality to such goods and services provided directly by or on behalf of the Aptean Mark Owners within the twelve (12) month period prior to the date of this Agreement. Upon reasonable request, Buyer shall submit to Sellers samples of use of the Mark, and the goods and services offered under the Mark, for the Aptean Mark Owners' review and approval, approval of which shall not be unreasonably conditioned, delayed or withheld. Buyer shall conform its use of the Mark to any reasonable trademark standards provided by Aptean Mark Owners, including use of a ® designation where appropriate.

(d) Buyer acknowledges and agrees that all use of the Marks and associated goodwill shall inure to the benefit of the applicable Aptean Mark Owners. Except as expressly provided herein and except for the Social Media Accounts set forth in Schedule 3.1(s)(i) of the Disclosure Schedule (which, for the avoidance of doubt will transfer to Buyer), nothing herein set forth shall be deemed to be an assignment, transfer or conveyance by the Aptean Mark Owners to Buyer of any right, title, proprietorship, goodwill or interest in or to any of the Marks or Aptean PS Domains and Social Media Accounts. Buyer agrees to (i) cooperate with Sellers, at the Sellers' cost and expense, to preserve the Aptean Mark Owners' rights in and to the Marks, (ii) to promptly notify the Sellers of any known misuse or misappropriation of any of the Marks, and (iii) to execute any and all documents, reasonably requested by the Aptean Mark Owners and at the Sellers' expense, to protect the Aptean Mark Owners' rights in the Marks.

(e) Any misuse of the Marks, or failure to discontinue use after written notice by the Sellers pursuant to this Section, shall be deemed breach of this Agreement.

(f) Until the date that is twelve (12) months after the Closing, upon written notice, Sellers shall establish and maintain redirections from the primary website corresponding to the Aptean PS Domain Names to domain names designated in writing by Buyer ("New Buyer Domain Name"), provided that Buyer shall use reasonable best efforts to inform any user so redirected of the transition to the New Buyer Domain Name.

(g) None of the Buyer, its Affiliates, nor any of the Companies shall be deemed to have violated any obligation in this Section 9.16 by reason of: (i) continued use for internal purposes only in connection with the Business of the Marks; or (ii) the use of any Marks in a non-trademark manner or otherwise in a manner that does not constitute trademark infringement, including for purposes of conveying to customers or the general public that the Business is no longer affiliated with the Sellers, or to reference historical details concerning or make historical reference to the Business.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Sellers and Buyer have caused this Agreement to be signed by their respective duly authorized officers, all as of the date first written above.

APTEAN INC.

By: Kim L. Eaton

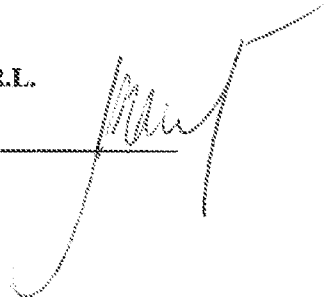
Name: Kim Eaton

Title: Chief Executive Officer

YALETOWN ACQUIROR S.À R.L.

By: _____
Name:
Title:

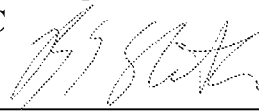
Véronique Marty
Manager



[Signature Page to Securities Purchase Agreement]

**VISTA EQUITY PARTNERS MANAGEMENT,
LLC**

By: _____



Name: Brian Sheth

Title: Co-Founder and President

[Signature Page to Securities Purchase Agreement]

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MOOSE BUYER, LLC

DocuSigned by:

By _____
A0B05FDC6D5C48D...
Name: Darren Abrahamson
Title: Authorized Signatory

[Signature Page to Securities Purchase Agreement]

Annex A
Project Moose Structure Deck

Project Moose

DRAFT structure deck

July 3, 2013

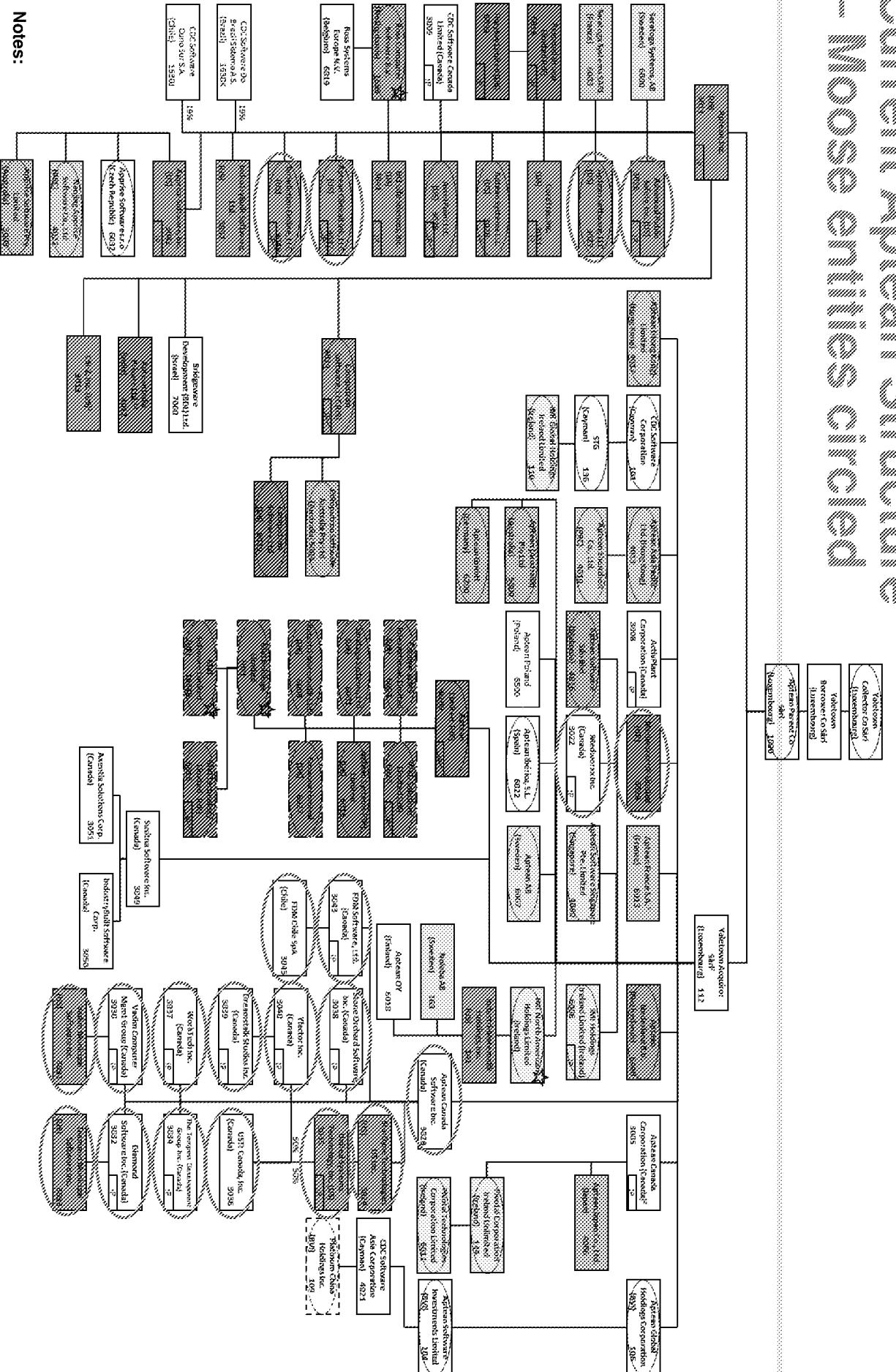
TAX ADVISOR/CLIENT COMMUNICATION RELIANCE RESTRICTED

The diagrams and discussion herein provide a general summary of a structure that may be implemented with respect to the contemplated sale of the Public Sector business of Aptean, Inc. and are intended for information purposes only. The discussion herein is not intended to be, nor is intended to imply, an opinion on the actual UK, Canadian, Luxembourg or US federal income tax consequences of any particular transaction and should not be relied upon as tax advice by any person. In addition, the impact of state and local taxes should be considered in connection with any transaction.



Building a better
working world

Current Aptean Structure - Moose entities circled

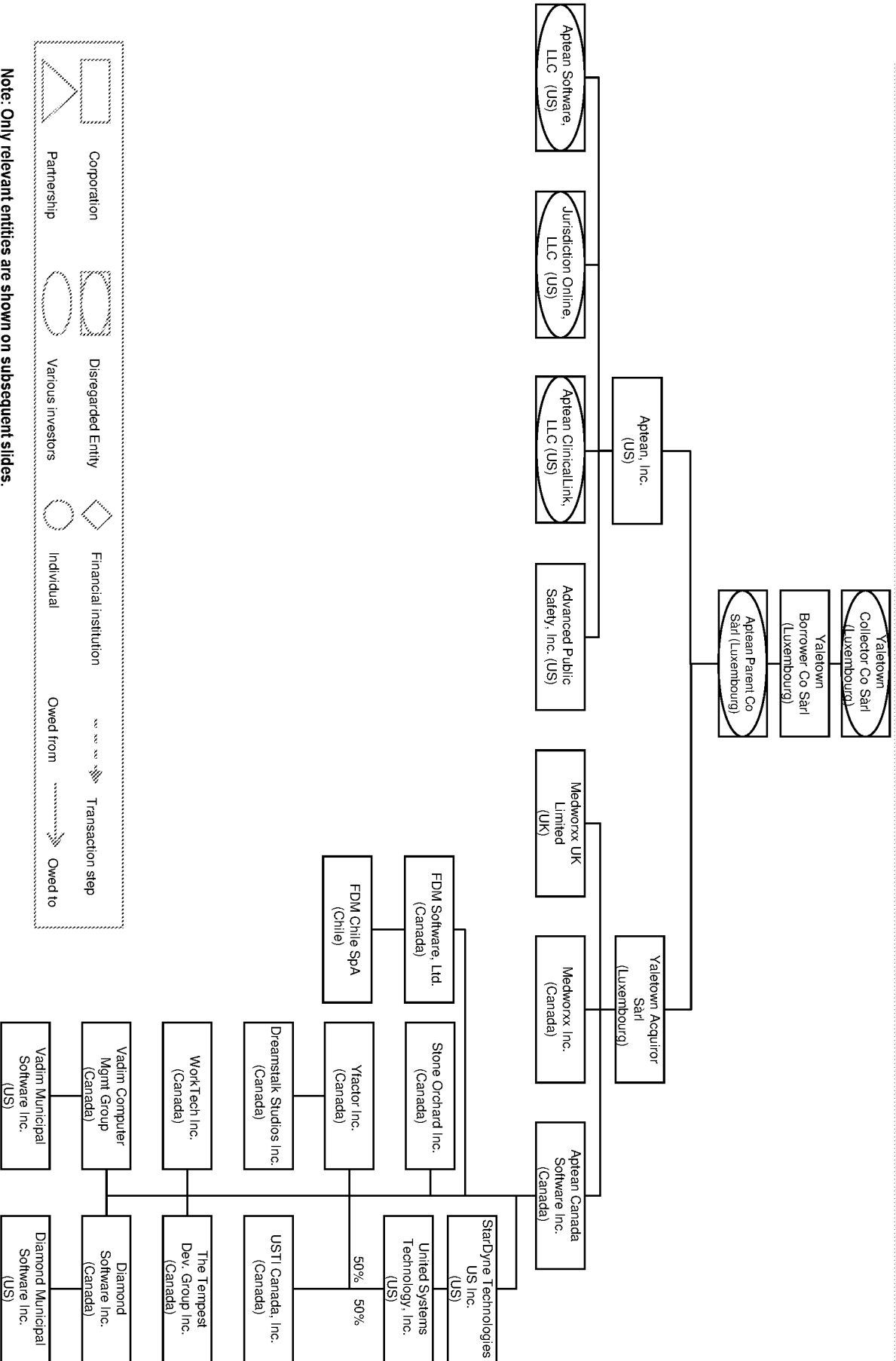


Notes:

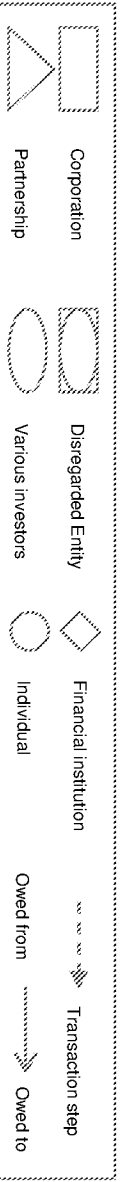
1. CSI-2, Inc. owns one share of Aptean India Private Ltd.
2. Valetoan Acquirer Sarl owned one share of Aptean Software Private Limited, which was merged into Aptean India Private Ltd. Additionally, Aptean Canada Corporation owns 0.1% (370 shares) of Aptean India Private Ltd.
3. Two shares of Aptean France S.A. are held by individuals.



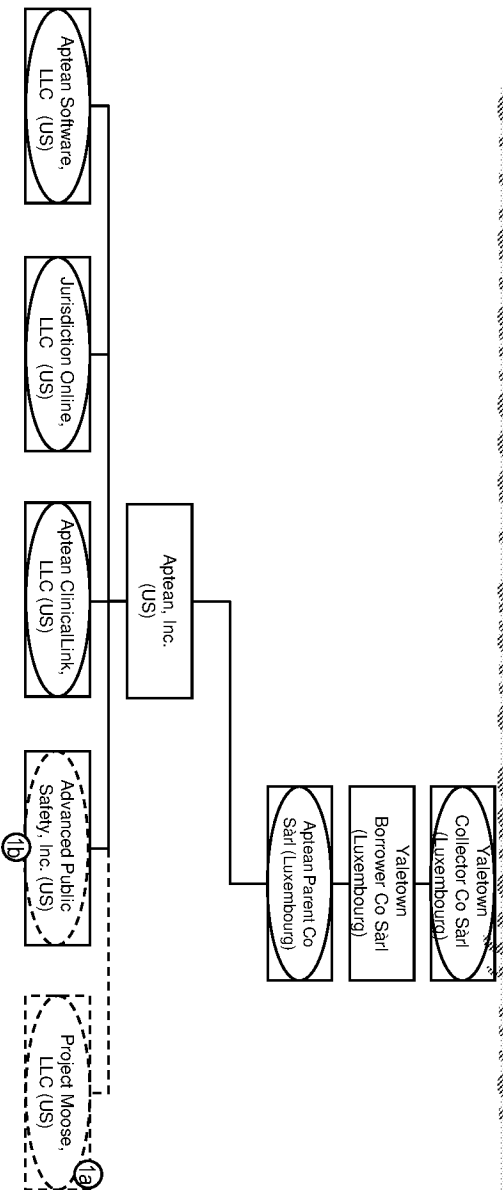
Current Aplean Moose Structure



Note: Only relevant entities are shown on subsequent slides.



Pre-closing structuring Step 1: Formation of Project Moose, LLC and conversion of Advanced Public Safety, Inc.



Steps:

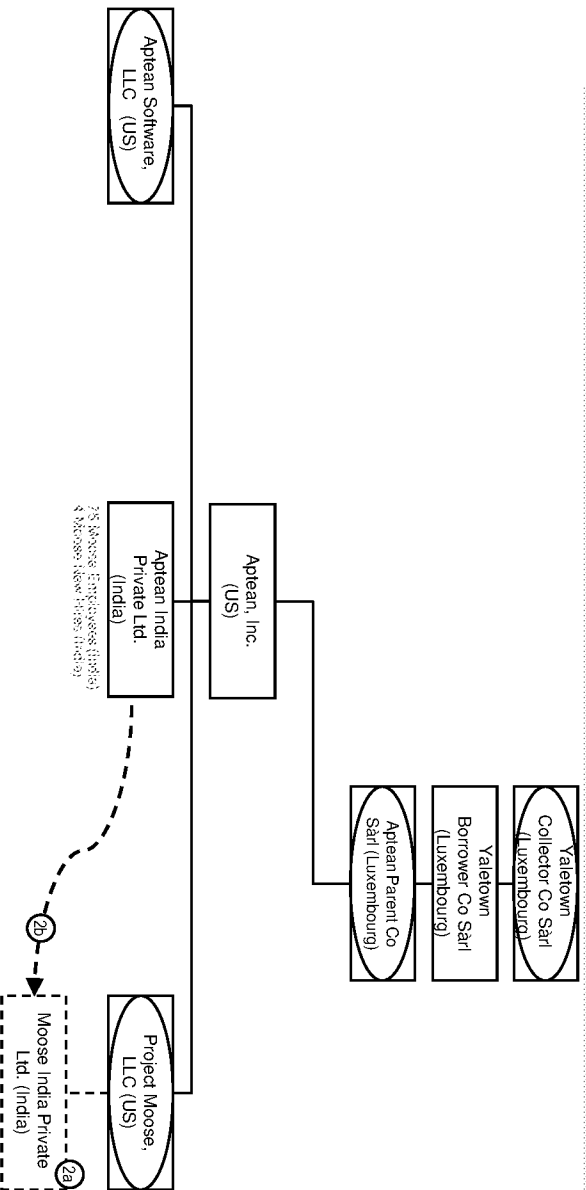
Step 1a: On May 1, 2018, Aptean, Inc. formed Project Moose, LLC, a US limited liability company.

Step 1b: Effective June 11, 2018, Advanced Public Safety, Inc. converts to a US limited liability company.



Pre-closing structuring

Step 2: Formation of Moose India Private Ltd.



Steps:

Step 2a: Prior to closing, Project Moose, LLC forms Moose India Private Ltd, a India private limited company. Project Moose, LLC will own 99.9% and Aptean Software, LLC will own 0.1%, respectively, of Moose India Private Ltd.

Step 2b: Prior to closing, Aptean India Private Ltd. transfers 75 Moose India employees and 4 Moose India new hire employees to Moose India Private Ltd. through a slump sale in exchange for cash consideration in accordance with the Business Transfer Agreement.

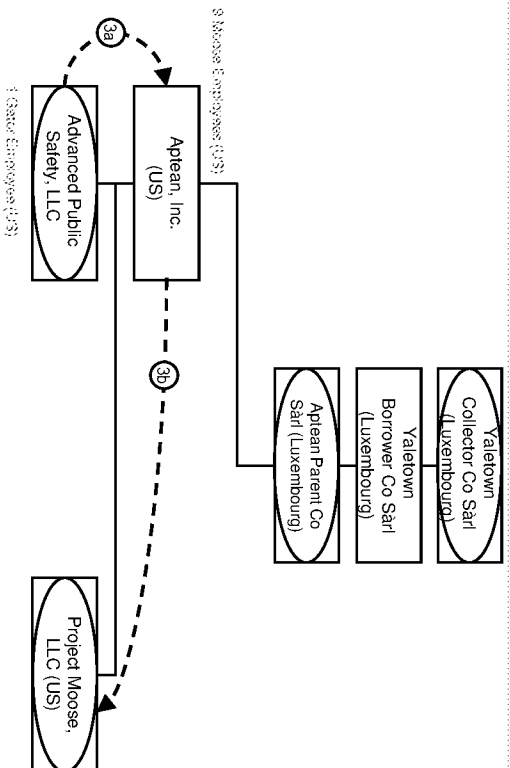
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Pre-closing structuring

Step 3: US employee movement



Steps:

Step 3a: Prior to closing, Advanced Public Safety, LLC distributes 1 Gator employee to Aplean, Inc.

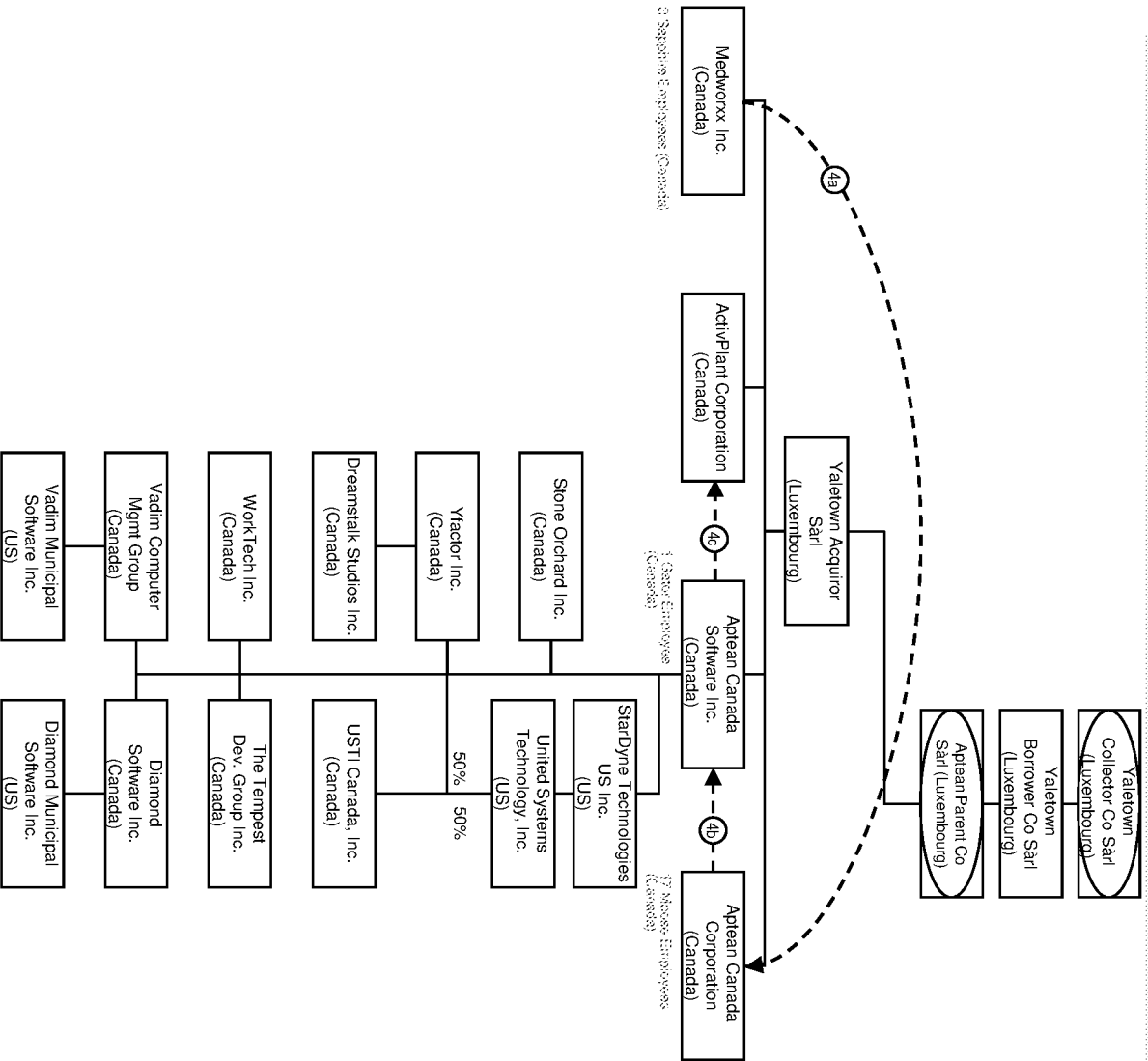
Step 3b: Prior to closing, Aplean, Inc. contributes 9 Moose employees to Project Moose, LLC.

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Pre-closing structuring Step 4: Non-US employee movement



Steps:

Step 4a: On or before the Sapphire transaction and prior to closing, Medworxx Inc. transfers 3 Sapphire employees to Aptean Canada Corporation.

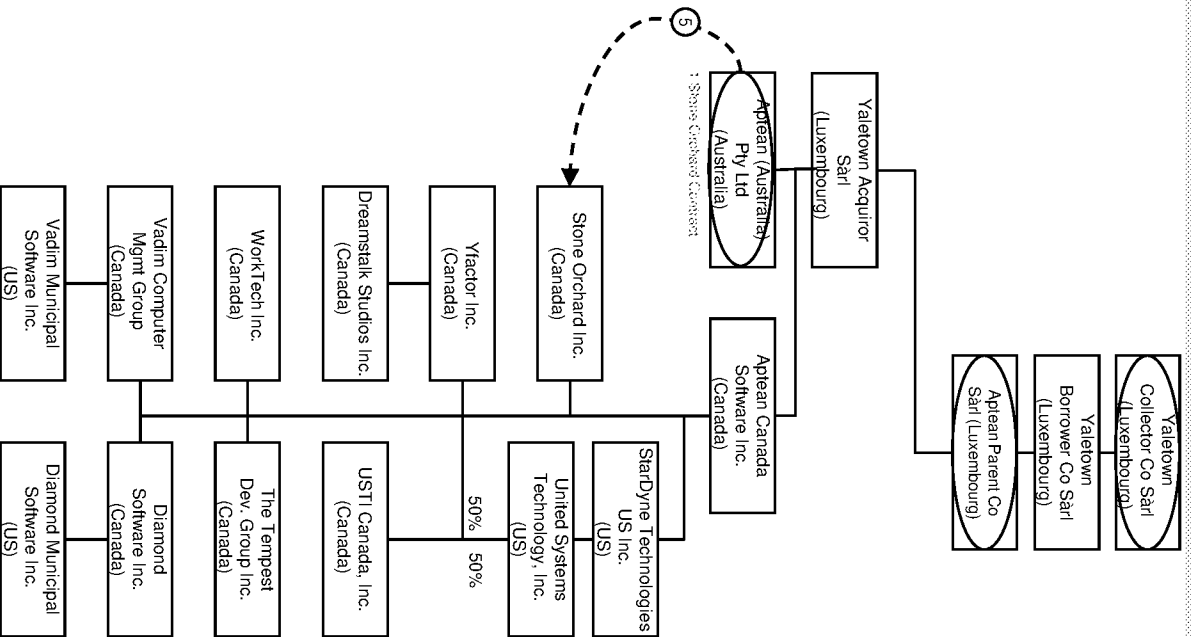
Step 4b: On or before the Sapphire transaction and prior to closing, Aptean Canada Corporation transfers 17 Moose employees to Aptean Canada Software Inc.

Step 4c: Prior to closing, Aptean Canada Software Inc. transfers 1 Gator employee to ActivPlant Corporation.



Pre-closing structuring

Step 5: Stone Orchard



Step:

Step 5: Prior to closing, Aplean (Australia) Pty Ltd transfers 1 Stone Orchard contract to Stone Orchard Inc.

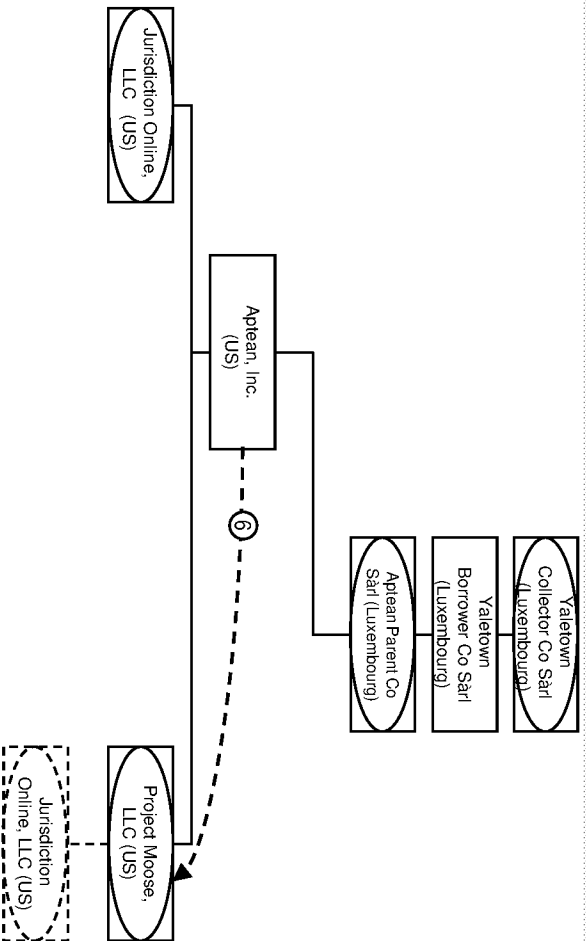
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Pre-closing structuring

Step 6: Jurisdiction Online

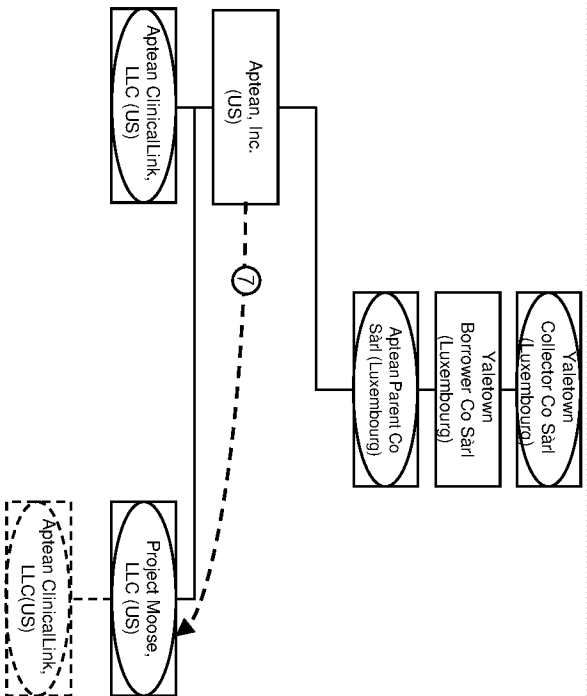


Step:

Step 6: Prior to closing, Aplean, Inc. contributes the units of Jurisdiction Online, LLC to Project Moose, LLC.



Pre-closing structuring Step 7: ClinicalLink

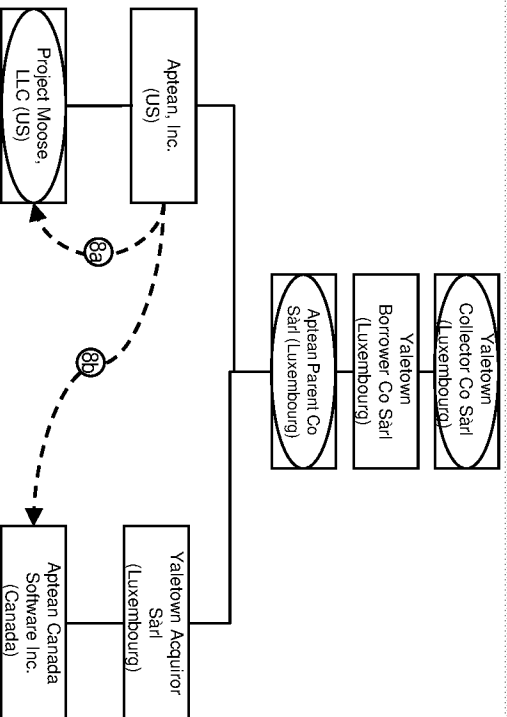


Step:
Step 7: Prior to closing, Aptean, Inc. contributes the units of Aptean ClinicalLink, LLC to Project Moose, LLC.



Pre-closing structuring

Step 8: Leases



Step:

Step 8a: Prior to closing, Aptean, Inc. transfers the 210 Victoria Street, Kamloops, BC lease to Project Moose, LLC.

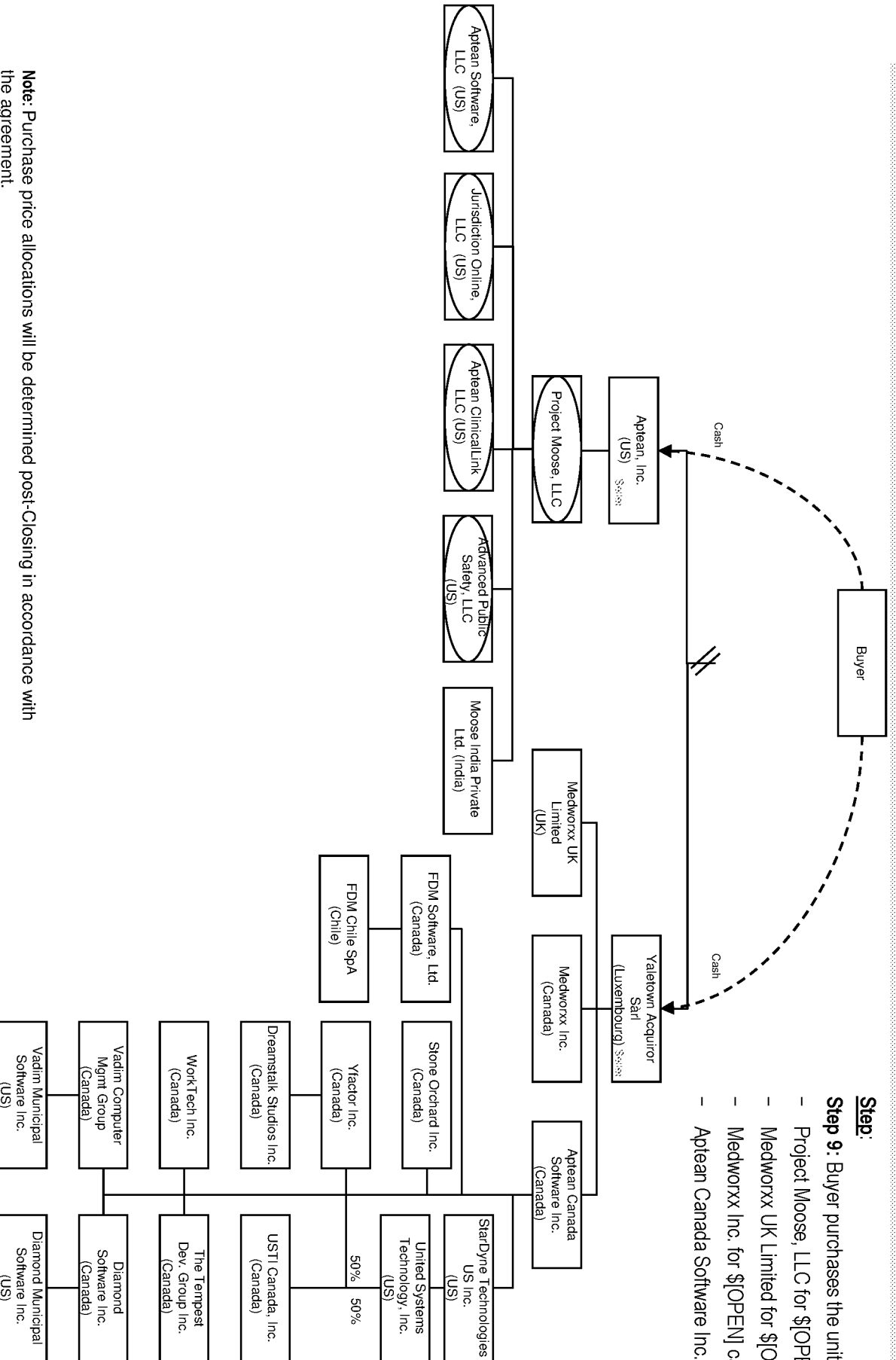
Step 8b: Prior to closing, Aptean, Inc. transfers the 1632 Dickinson Ave Suite 400 Kelowna, BC V1Y 7T2, Canada lease to Aptean Canada Software Inc.

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Step 9: Sale of Moose

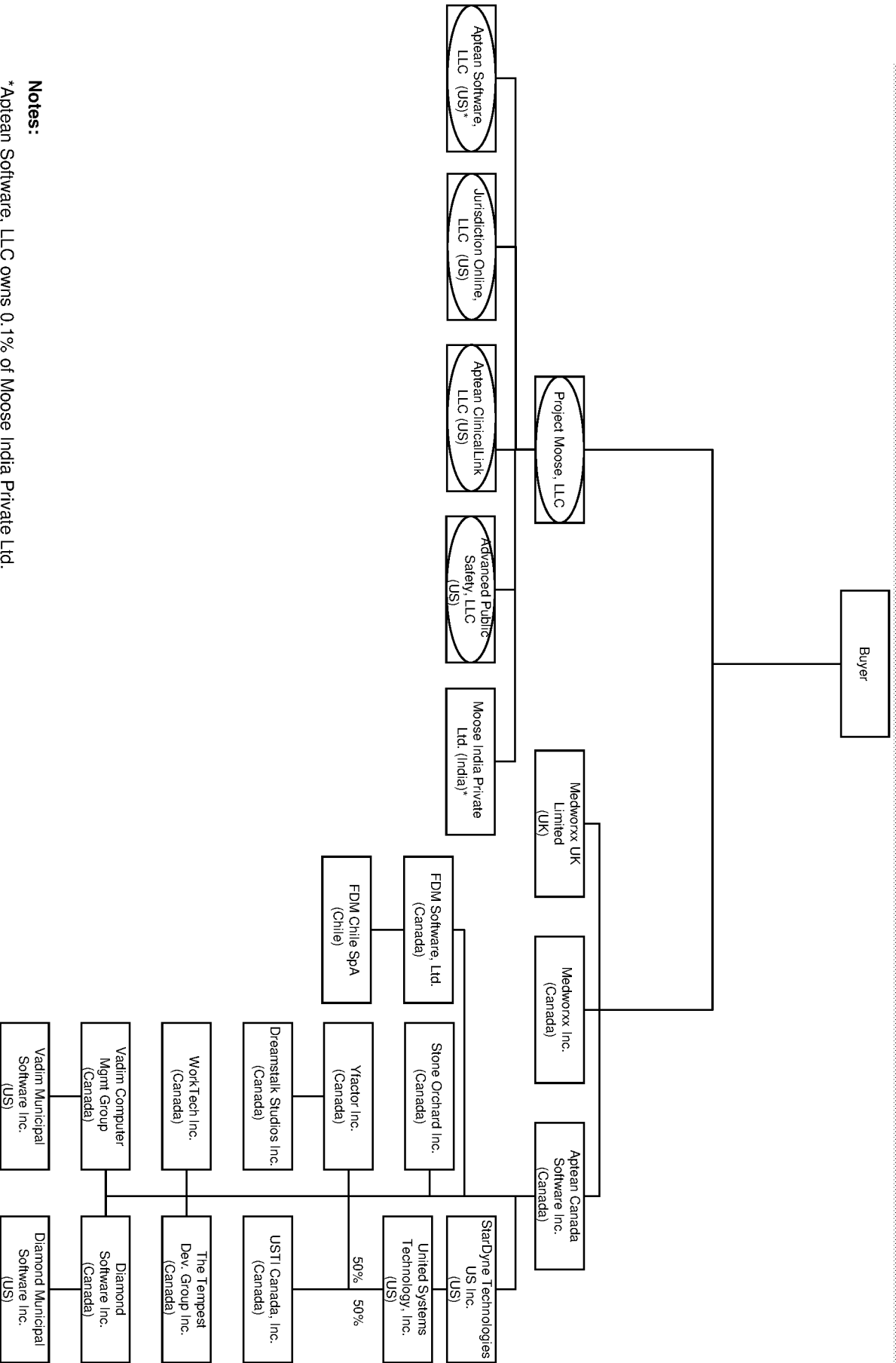


- Step:**
- Step 9:** Buyer purchases the units of
- Project Moose, LLC for \$[OPEN] cash;
 - Medworxx UK Limited for \$[OPEN] cash;
 - Medworxx Inc. for \$[OPEN] cash; and
 - Aptean Canada Software Inc. for \$[OPEN] cash.

Note: Purchase price allocations will be determined post-Closing in accordance with the agreement.



Ending structure



Notes:

*Aptean Software, LLC owns 0.1% of Moose India Private Ltd.



Exhibit A
Agreed Accounting Principles

Exhibit A: Agreed Accounting Principles

The Company Financial Statements set forth in Section 3.1(e) of the Disclosure Schedules, the Estimated Closing Statement and the Post-Closing Statement (in each case, including Net Working Capital) are prepared in accordance with the following:

The Company Financial Statements represent the management accounts and reporting as derived from the management books and records of Apteau, and have been prepared based on the accounting policies and practices described below. Certain costs were excluded from these accounts and others were allocated to the Company Group based on Apteau's internal allocation methodology. The Company Financial Statements described below do not represent a full income statement or balance sheet.

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.

I. Unaudited Income Statement Data

The unaudited income statement data set forth in Section 3.1(e) of the Disclosure Schedules was calculated as described below. The following describes how balances were derived or extracted, as adjusted, including any adjustments made to extracted data. If applicable, assumptions required to estimate balances are noted as well.

A. Agreed Accounting Principles related to unaudited income statement data are as follows:

The unaudited income statement was prepared in accordance with GAAP, except for the following items:

- Definitional and management non-GAAP income statement adjustments, , consistently and specifically the exclusion of:
 - (i) income taxes;
 - (ii) depreciation and amortization;
 - (iii) interest expense and other debt-related fees;
 - (iv) purchase accounting for goodwill, intangibles and deferred revenue, including amortization and impairment;
 - (v) Other income and expense, including one-time professional fees for acquisitions, transaction-based foreign exchange gain/loss,
 - (vi) Discontinued operations;
 - (vii) Stock compensation and other stock based award expense;
 - (viii) GAAP and non-GAAP restructuring and severance, including expenses considered by the Company Group as *transitional* in nature, addressing headcount compensation, ancillary costs, non-recurring termination costs, related facility charges, redundant cost

activities due to excess filling of needed positions or employees who are transitioning roles to existing employees;

B. Extraction process to prepare the unaudited income statement data. *For the avoidance of doubt, the matters detailed in this part B are set forth solely for the purpose of understanding the source of information and shall not be construed as an accounting policy for, or otherwise utilized in, the calculation or determination of Net Working Capital, which is otherwise addressed below.*

The unaudited income statement was derived directly from Apteau's Intacct financial reporting system, or management reporting module, using product line P&L results for those products included within the Company Group defined perimeter, except for certain stub periods in which certain acquisitions were not fully integrated onto the Apteau Intacct financial system (in these instances, specific trial balances and/or data reconciliations were utilized). The following 13 product lines have been included: Medworxx, APS, Vadim, Diamond, Pathfive, Tempest, USTI, WorkTech, YFactor, Stone Orchard, FDM, ClinicalLink and Jurisdiction Online as derived from the product line P&L management reporting. The Company Group has its own set of unique customers within the product line P&L and all such customers have been included in the presentation of the unaudited income statement for the applicable periods.

The product line P&L results reflect specifically identified or attributed transactions coded or split to each product, however the product line P&Ls only reflect results through product contribution margin as historically tracked by management for internal reporting purposes. This includes revenue, cost of revenue, direct compensation costs and direct operating expenses as reported in those P&Ls, as well as minor allocations related to income statement caption classifications and shared costs. Aside from the definitional and management adjustments stipulated above, no manual adjustments or estimates were made to derive these product contribution balances.

The following items are specifically excluded and/or adjusted from the unaudited product contribution balances, in order to present the unaudited income statement data:

- Cross charge captions which represent high level headcount driven allocations and other forms of attribution were reversed / excluded. These amounts relate to reclassification of natural profit and loss account captions (i.e. R&D reclass to cost of revenue) and corporate / centralized allocations.
- Historical corporate allocations (facilities, software (SW) and overhead (OH) allocations) from the Corporate P&L were reversed / excluded, representing allocations for facilities and non-direct overhead charges. Items of this nature are contemplated below in the standalone cost structure.
- A "bottoms-up" location and census driven standalone cost structure (comprising compensation costs, facility costs, and other supporting standalone costs) has been created for purposes of the unaudited income statement. This standalone cost structure includes both i) actual costs specific to the Company Group that are reported within the corporate segment product P&L versus the Company Group

- product line P&L results, and ii) estimated incremental costs needed to support the business on a standalone basis.
- Due diligence (including pro-forma EBITDA adjustments) and topside management perimeter adjustments affecting the income statement were made to view the Company Group on a standalone basis. These include exclusion of certain expenses from the Company Group perimeter and other adjustments impacting EBITDA in order to normalize and adjust for non-recurring items. Adjustments include removal of deferred revenue purchase accounting haircut where there is a minimum level of bonafide performance obligation to fulfill (discussed above); elimination of discontinued, non-recurring and out-of-period revenue and EBITDA; the pro-forma effect of actioned restructuring initiatives; and layering in of pro-forma pre-acquisition revenue and EBITDA of historical acquisitions. Adjustments have been prepared on the same basis and methodology, in all material aspects, for the periods disclosed.
 - Provision for income taxes is excluded from the unaudited income statement (as mentioned above).
 - Other income (expense) data or caption, commonly referred to as “OI&E” are excluded from the unaudited income statement. These OI&E amounts include restructuring costs, exceptional items, *transitional* costs and discontinued operations.

II. Unaudited Balance Sheet Data

The unaudited balance sheet data as set forth in Section 3.1(e) of the Disclosure Schedules and Exhibit C (solely with respect to the working capital accounts for purposes of this transaction) to the Agreement represents specific current assets and current liabilities of the Company Group, calculated based on Apteau’s past accounting practices and the extraction process, including any adjustments made to extracted data, described below. For the avoidance of doubt, the unaudited balance sheet data does not reflect a full balance sheet as it excludes items such as goodwill, intangible assets, fixed assets and equity.

The unaudited balance sheet is prepared in accordance with the following:

A. Agreed Accounting Principles related to unaudited balance sheet data are as follows:

The unaudited balance sheet was prepared in accordance with GAAP, except for the following items:

- Corresponding balance sheet impact for definitional, management and diligence income statement adjustments solely related to those matters described under the unaudited income statement GAAP presentation exclusions above (except for Vadim RIM Billings, separately defined and discussed below), if included within perimeter of Company Group balance sheets;

- Vadim RIM Billings shall refer to the following planned schedule of both unbilled and billed AR related to the iCity RIM project, which had delayed billing terms for customers for which the Company Group provided services and modules that had a final delivery date with full functionality in December 2017:

Estimated bill date	Billings in CAD
7/1/2018	297,144.80
8/1/2018	5,315.67
9/1/2018	14,699.66
11/1/2018	6,139.33

In development of the Target Working Capital, historical billings (i.e. accounts receivable) for this project (billed prior to July 2018) were normalized based on straight lining a monthly amount of license revenue of \$38,183 and assuming a benchmark DSO of 60 days to estimate straight line monthly license billings remaining in accounts receivable at month end (excess amounts over the straight line 60-day DSO AR were deducted from AR). The June 2017 through March 2017 average impact on Target Net Working Capital was \$11,176, and is commonly referred to as “Vadim E3 accounts receivable removal or normalization”.

For purposes of developing the Estimated Net Working Capital, Actual Net Working Capital and Final Working Capital, the aforementioned diligence adjustment shall not be applied.

For avoidance of doubt, Vadim RIM Billings with estimated bill dates in July 2018 and August 2018 less both (i) any cash collected from the July 2018 and August 2018 billings and (ii) an amount of \$11,176, will be included in Accounts Receivable, defined below, in the calculation of Estimated Net Working Capital, Actual Net Working Capital and Final Working Capital.

B. Extraction process to prepare the unaudited balance sheet data. For the avoidance of doubt, the matters detailed in this part B are set forth solely for the purpose of understanding the source of information and shall not be construed as an accounting policy for, or otherwise utilized in, the calculation or determination of Net Working Capital.

The unaudited balance sheet was derived directly from Aptean’s Intacct financial reporting system using the trial balances of the legal entities specific to the Company Group defined perimeter, or those that had greater than or equal to 95% of revenue related to the Company Group’s specific product lines, , except for certain stub periods where certain acquisitions were not fully integrated onto the Aptean Intacct financial system (in these instances, specific trial balances and/or data reconciliations were utilized). As of December 31, 2017 and March 31, 2018, there were 22 direct revenue-driven legal entities, or those with greater than or equal to 95% of revenue related to the Company Group, included within the baseline unaudited balance sheet. No manual

adjustments or estimates were made to derive the legal entity balance sheet data, except for the mentioned pre-acquisition and pre-integration periods.

The table below lists the 22 legal entities that were considered direct for purposes of calculating the Company Group's unaudited balance sheet:

LE #	LE Name/description	LE #	LE Name/description
3022	Medworxx Inc.	3036	USTI Canada, Inc.
3026	Advance Public Safety, LLC	3037	Worktech Inc.
3027	Aptean Software LLC	3038	Stone Orchard Inc.
3028	Aptean Canada Software, LLC	3039	Dreamstalk Studios Inc.
3029	StarDyne Technologies US Inc.	3043	FDM Software Ltd
3030	Vadim Computer Mgmt Group	3044	FDM Software SA Inc.
3031	Vadim Municipal Software Inc.	3045	FDM Chile SpA
3032	Diamond Software Inc.	3046	Rosie Bean Holdings, Inc.
3033	Diamond Municipal Software Inc.	3047	Aptean ClinicalLink LLC
3034	The Tempest Development Group Inc.	3048	Jurisdictional Online, LLC
3035	United System Technology, Inc.	6028	Medworxx UK Limited

The following adjustments are made to the legal entity balance sheet data to arrive at the unaudited balance sheet.

- Accrued and deferred income tax liabilities and assets are excluded.
- Debt incurred by the Parent and other items that qualify under the Indebtedness definition are excluded.
- Intercompany assets and liabilities are excluded
- Purchase accounting adjustments, as well as goodwill and intangible assets are excluded
- Other assets and liabilities that are most commonly referred to as long-term (e.g., fixed assets), except for long-term deferred revenue that is operational in nature are excluded. For the avoidance of doubt, long-term deferred revenue is included within the unaudited balance sheet and Net Working Capital.
- Equity-related balances are excluded.
- Pre-acquisition and pre-integration balance sheet data, on a diligence adjusted basis, was layered into certain historical balance sheet dates, as described above.

The Net Working Capital calculation shall be prepared in accordance with the following determined using actual currency (rather than constant currency)

Accounts receivable, net of reserves, excluding netdown

- Accounts receivable represents (i) current and past due trade receivables due from parties external to the Business arising in the ordinary course of business; and (ii) unbilled or suspense accounts receivable determined consistent with past accounting practices. Accounts receivable are accounted for at invoiced value or

incurred unbilled amount to the customer with an allowance for bad debt based on historical write-off experience and the determination of an individual customer's ability to pay. As an exception to this methodology, Vadim RIM billings treatment discussed above shall be applied to Accounts Receivable balance.

Accrued compensation

- Accrued compensation includes (i) accrued bonuses (calculated based on identified Company Group Employees prior to the Pre-Closing Reorganization consistent with the census used to estimate the Company Group standalone structure for compensation costs, (ii) accrued commissions, (iii) accrued payroll, and (iv) accrued vacation,. The aforementioned accruals shall be determined based on the following stipulations:
 - Accrued bonuses shall be calculated based on identified Company Group Employees prior to the Pre-Closing Reorganization, using the census for employees with respect to standalone costs, and shall include the amount earned calculated on a pro-rata basis (respective portion earned in relation to accounting period) during the fiscal year based on achieving 100% of the applicable bonus targets. Accrued bonus calculation at closing shall exclude any bonus accrual related to the transactions contemplated by the Agreement, which shall be separately determined in accordance with Transaction Expenses. For avoidance of doubt, accrued bonus for the Company Group has been determined using a specific bottoms up/specific employee-driven approach.
 - Accrued commissions represents earned and unpaid commissions (current month is estimated), direct to the Company Group, calculated in accordance with GAAP;
 - Accrued payroll represents earned and unpaid payroll, payroll taxes, ancillary personnel costs required by jurisdiction for normal course operations, and benefits in accordance with GAAP;
 - Accrued vacation represents earned but unused vacation in accordance with Company policy in accordance with GAAP.

Non-comp accrued liabilities

- Accrued expenses represent specific and direct expenses for which goods and services have been consumed but for which payment has not been made as calculated in accordance with GAAP. For avoidance of doubt, both accounts payable and prepaid expenses, as well as other assets will be excluded from the Net Working Capital calculation.

Deferred revenue, excluding netdown

- Deferred revenue represents current and noncurrent deferred revenue and will be determined in a manner consistent with the Company Group's historical revenue recognition policies, practices, and positions; and it is adjusted to include the normalization of certain deferred revenue haircuts and GAAP VSOE/fair value adjustments as specifically stated in the unaudited balance sheet.

Exhibit B
Assignment of Purchased Securities

INSTRUMENT OF TRANSFER

To: Aptean Canada Software, Inc. (the "**Company**")

The undersigned, for valuable consideration received, hereby transfers to Moose Buyer, LLC, a Delaware limited liability company, 59,501,677 common shares, without par value, in the authorized share capital of the Company registered in the name of the undersigned on the books of the Company, which shares are represented by share certificate no. [●].

Dated as of _____, _____.

Yaletown Acquiror S.à r.l.

By: _____
Name:
Title:

**STOCK
TRANSFER
FORM**
(Transfer by
company)

(Above this line for Registrars only)

Consideration Money £.....		Certificate lodged with the Registrar (For completion by the Registrar/Stock Exchange)
Name of Undertaking.	MEDWORXX UK LIMITED (company number 08614054)	
Description of Security.	ORDINARY SHARES	
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words ONE HUNDRED ORDINARY SHARES OF ONE POUND EACH	Figures 100 units of £1 each
Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g. executor(s)) of the person(s) making the transfer.	In the name(s) of YALETOWN ACQUIROR SARL 19 RUE DE BITBOURG L-1273 LUXEMBOURG GRAND DUCHY OF LUXEMBOURG	
I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below: Signed by YALETOWN ACQUIROR SARL Acting by Director in the presence of (Signature, name, address and occupation of witness)		Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s). Date2018
Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred. Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in type or in Block Capitals.	MOOSE BUYER, LLC C/O BAIN CAPITAL PRIVATE EQUITY, LP 200 CLARENDON STREET BOSTON, MA 02116	
I/We request that such entries be made in the register as are necessary to give effect to this transfer.		
Stamp of Buying Broker(s) (if any)		Stamp or name and address of person lodging this form (if other than the Buying Broker(s))
		CMS Cameron McKenna Nabarro Olswang LLP Cannon Place 78 Cannon Street London EC4N 6AF 0207 367 3000

**FORM OF CERTIFICATE REQUIRED - TRANSFERS NOT CHARGEABLE WITH
AD VALOREM STAMP DUTY**

Complete Certificate 1 if:

- the consideration you give for the shares is £1,000 or less and the transfer is not part of a larger transaction or series of transactions (as referred to in Certificate 1).

Complete Certificate 2 if:

- the transfer is otherwise exempt from Stamp Duty and you are not claiming a relief, or
- the consideration given is not chargeable consideration.

Certificate 1

* Please delete as appropriate

I/We* certify that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value, or aggregate amount or value, of the consideration exceeds £1,000.

** Delete second sentence if certificate is given by transferor

I/We* confirm that I/we* have been duly authorised by the transferor to sign this certificate and that I/we* am/are* aware of all the facts of the transaction.**

Signature(s)

Description: ("Transferor", "Solicitor", etc.)

.....
.....
.....

Date

.....

Certificate 2

* Please delete as appropriate

** Delete second sentence if certificate is given by transferor

I/We* certify that this instrument is otherwise exempt from ad valorem Stamp Duty without a claim for relief being made or that no chargeable consideration is given for the transfer for the purposes of Stamp Duty.

I/We* confirm that I/we* have been duly authorised by the transferor to sign this certificate and that I/we* am/are* aware of all the facts of the transaction.**

Signature(s)

Description: ("Transferor", "Solicitor", etc.)

.....
.....
.....

Date

.....

Notes

1. You don't need to send this form to HM Revenue & Customs (HMRC) if you have completed either Certificate 1 or 2, or the consideration for the transfer is nil (in which case you must write 'nil' in the consideration box on the front of the form). In these situations send the form to the company or its registrar.
2. In all other cases - including where relief from Stamp Duty is claimed - send the transfer form to HMRC to be stamped.
3. Information on Stamp Duty reliefs and exemptions and how to claim them can be found on the HMRC website at hmrc.gov.uk/sd.

INSTRUMENT OF TRANSFER

To: Medworxx Inc. (the "**Company**")

The undersigned, for valuable consideration received, hereby transfers to Moose Buyer, LLC, a Delaware limited liability company, 18,732,249 common shares, without par value, in the authorized share capital of the Company registered in the name of the undersigned on the books of the Company, which shares are represented by share certificate no. [●].

Dated as of _____, _____.

Yaletown Acquiror S.à r.l.

By: _____
Name:
Title:

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned, Aptean, Inc., does hereby sell, assign and transfer unto Moose Buyer, LLC, a Delaware limited liability company, 1000 Units (collectively, the "Units") of Project Moose, LLC, a Delaware limited liability company (the "Company"), standing in the undersigned's name on the books of the Company and does hereby irrevocably constitute and appoint the Company's counsel to transfer the Units on the books of the Company with full power of substitution in the premises.

Dated _____, 2018

APTEAN, INC.

By:
Its:

Exhibit C
Net Working Capital Calculation

Exhibit C: Net Working Capital Calculation

A. Example Net Working Capital Schedule as of March 31, 2018¹:

<u>Account Description</u>	<u>Mar-18</u>
AR, net of reserve, w/o netdown	12,046
Total operating assets (pro forma)	12,046
Accrued compensation	2,120
Non-comp accrued liabilities	446
Deferred revenue (st and lt), w/o net down	22,354
Total operating liabilities (pro forma)	24,920
Pro forma NWC	(12,874)

1. **Note to above table:** “st” and “lt” refers to “short-term” and “long-term”, respectively.

B. Methodologies for Calculating Net Working Capital:

Estimated Net Working Capital, Actual Net Working Capital and Final Working Capital shall be calculated as *only* the accounts listed in tabular format above within bullet point “A”. *Example Net Working Capital.*

The Actual Net Working Capital and Final Net Working Capital calculations shall be derived from the legal entities and accounting practices and policies stipulated in *Exhibit A. Agreed Accounting Principles*. Actual Net Working Capital and Final Working Capital shall be determined using the balance sheet entity-level data of the Company Group and aforementioned accounting practices and principles stipulated in *Exhibit A* as of the Closing Date. Refer to Securities Purchase Agreement for specific timing and delivery of the Actual Net Working Capital and Final Net Working Capital, including consideration of Target Net Working Capital, Collar Amount, and related Working Capital Adjustment.

Estimated Net Working Capital shall be developed using a good faith management estimate of Net Working Capital at the Closing Date, and should be governed by the timing and delivery stipulations outlined in the Securities Purchase Agreement (specifically *Section 2.6 Estimated Net Working Capital*). Valuations, judgments and key assumptions/estimates for the Estimated Net Working Capital shall be a good faith estimate to reflect amounts consistent with the Agreed Accounting Principles and shall not reflect or take into account GAAP-related changes or other material accounting practice developments between the date thereof and the date of preparation or completion of the Actual Net Working Capital except for those developments that provide additional evidence with respect to conditions that existed on the date of Actual Net Working Capital.

Exhibit D
Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of [___], 2018, by and among MOOSE BUYER, LLC, a Delaware limited liability company (“Buyer”), VISTA EQUITY PARTNERS MANAGEMENT, LLC, a Delaware limited liability company, in its capacity as the representative of the Sellers (as defined below) (the “Sellers’ Representative”) and CITIBANK, NATIONAL ASSOCIATION, as escrow agent (the “Escrow Agent”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Securities Purchase Agreement, dated as of July 4, 2018 (as amended or otherwise modified from time to time, the “Purchase Agreement”), by and among Buyer, Apteau, Inc., a Delaware corporation (“Apteau”), Yaletown Acquiror S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 19 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under registration number B 168.013 (“Yaletown” and, together with Apteau, the “Sellers”), and Sellers’ Representative.

RECITALS

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, at the Closing, Buyer shall deposit or cause to be deposited with the Escrow Agent, into an escrow account maintained by the Escrow Agent (the “Escrow Account”), an amount equal to \$4,000,000 (the “Escrow Amount”);

WHEREAS, in connection with the execution and delivery of this Agreement, Buyer and Sellers’ Representative desire to create an Escrow Account to hold the Escrow Fund (as defined below), and to appoint the Escrow Agent as the escrow agent for such account upon the terms and subject to the conditions set forth below and within the Purchase Agreement; and

WHEREAS, the parties wish to specify their respective rights and obligations with respect to the Escrow Fund (as defined below).

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment of and Acceptance by Escrow Agent. Buyer and Sellers’ Representative hereby appoint and designate the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and designation and agrees to act as escrow agent in accordance with the terms and subject to the conditions set forth herein.

2. Escrow Fund.

(a) Simultaneous with the execution and delivery of this Agreement, Buyer is depositing with the Escrow Agent the Escrow Amount in immediately available funds into the Escrow Account as specified in the recitals. The Escrow Agent hereby acknowledges receipt of the Escrow Amount, and shall deposit the Escrow Amount into the Escrow Account. The Escrow Agent shall hold the Escrow Amount, together with all products and proceeds thereof, including all interest, dividends, gains and other income earned with respect thereto (collectively, the “Escrow Earnings” and together with the Escrow Amount but less any disbursements, the “Escrow Fund”) in the Escrow Account, in accordance with the terms and subject to the conditions of this Agreement.

(b) All Escrow Earnings, to the extent applicable, shall be retained by the Escrow Agent and reinvested in the applicable Escrow Fund, shall become part of the applicable Escrow Fund, and shall be disbursed to Buyer or Sellers’ Representative as the case may be in accordance with the terms and subject to the conditions of this Agreement.

3. Investment of Escrow Fund.

(a) The Escrow Agent shall deposit the Escrow Fund in a “noninterest-bearing deposit account” insured by the Federal Deposit Insurance Corporation (“FDIC”) to the applicable limits. The Escrow Fund shall at all times remain available for distribution to Buyer or Sellers’ Representative in accordance with Section 4 below.

(b) The Escrow Agent shall send an account statement to each of Buyer and Sellers’ Representative on a monthly basis reflecting activity in the Escrow Account for the preceding month.

4. Disposition and Termination of the Escrow Fund.

Buyer and Sellers’ Representative shall act in accordance with, and the Escrow Agent shall hold and release the applicable portions of the Escrow Fund as provided in, this Section 4 as follows:

(a) Escrow Account. Within five (5) Business Days after the final determination of the Post-Closing Statement in accordance with Section 2.7(b) and Section 2.7(c) of the Purchase Agreement, Buyer and Sellers’ Representative shall provide Escrow Agent with a Joint Release Instruction (as defined below) directing Escrow Agent with respect to the release and disbursement of the Escrow Fund in accordance with Section 2.7(e) of the Purchase Agreement.

(b) Joint Release Instruction and Final Determination. Upon receipt of a Joint Release Instruction, or a Final Determination, as applicable, with respect to the Escrow Fund, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Joint Release Instruction or Final Determination, disburse all or part of the Escrow Fund in accordance with such Joint Release Instruction or Final Determination.

(c) Method of Payment. All payments of any part of the Escrow Fund to (i) Buyer or (ii) Sellers' Representative, on behalf of the Sellers, shall be made by wire transfer of immediately available funds as set forth in the Joint Release Instruction or Final Determination, as applicable.

(d) Call Back Authorized Individuals. Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in any Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate party or parties as evidenced by the signatures of the person or persons set forth on Exhibit A-1 and Exhibit A-2 and delivered to the Escrow Agent. In the event a Joint Release Instruction is delivered to the Escrow Agent, whether in writing, by e-mail, telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the person or persons designated in Exhibits A-1 and or A-2 annexed hereto (the "Call Back Authorized Individuals"), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such telephone call back. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved. The Call Back Authorized Individuals and telephone numbers for call backs may be changed only in writing, executed by an authorized signer of either Buyer or Sellers' Representative, as applicable, or as set forth on Exhibit A-1 or Exhibit A-2, and to be effective shall be actually received and acknowledged by the Escrow Agent.

(e) Certain Definitions.

(i) "Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by law to be closed in San Francisco, California and New York, New York.

(ii) "Final Determination" means a final, non-appealable order of any court or arbitrator of competent jurisdiction which may be issued, together with (A) a certification of the prevailing party (as between Buyer and Sellers' Representative) 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 to effectuate such order.

(iii) "Governmental Entity" means any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, applicable self-regulatory organization, or any arbitrator.

(iv) "Joint Release Instruction" means the joint written instruction executed by an authorized signatory of each of Buyer and Sellers' Representative, as set forth on Exhibit A-1 and Exhibit A-2, respectively, directing the Escrow Agent to disburse all or a portion of the Escrow Fund, as applicable.

(v) "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 Entity or any department, agency or political subdivision thereof.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between Buyer and Sellers' Representative, in connection herewith, if any, including without limitation the Purchase Agreement, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreement between the parties, the Escrow Agent shall be obligated to comply only with the terms and conditions of this Agreement. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any Joint Release Instruction or Final Determination furnished to it hereunder and believed by it to be genuine and to have been signed and presented by Buyer and Sellers' Representative (in the case of a Joint Release Instruction) or to have been signed and presented by Buyer or Sellers' Representative (in the case of a Final Determination), as applicable. Concurrent with the execution of this Agreement, Buyer and Sellers' Representative shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit A-1 and Exhibit A-2 attached hereto, respectively. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due to it or the Escrow Fund. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from Buyer or Sellers' Representative which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking 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 Release Instruction or Final Determination. The Escrow Agent may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel reasonably selected by it in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder. The Escrow Agent will not be liable for any action taken, suffered or omitted to be taken by it in good faith except in the event of the Escrow Agent's fraud, willful misconduct or gross negligence. To the extent practicable, in the discretion of Buyer and Sellers' Representative, Buyer and Sellers' Representative agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving the Escrow Agent) without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for any (a) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which result from the Escrow Agent's fraud, gross negligence or willful misconduct, or (b) special, indirect or consequential losses or damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such losses or damages and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving sixty (60) calendar days advance notice in writing of such resignation to Buyer and Sellers' Representative specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by Buyer and Sellers' Representative acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's business may be transferred, shall be the Escrow Agent under this Agreement without further act. The Escrow Agent's sole responsibility after such sixty (60) day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Escrow Fund (without any obligation to reinvest the same) and to deliver the same (i) to a substitute or successor escrow agent pursuant to a joint written designation from Buyer and Sellers' Representative, (ii) as set forth in a Joint Release Instruction or (iii) in accordance with the directions of a Final Determination, at which time of delivery the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if Buyer and Sellers' Representative have failed to appoint a successor escrow agent prior to the expiration of sixty (60) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any resulting appointment shall be binding upon all of the parties hereto.

7. Fees and Expenses. All fees and expenses of the Escrow Agent are described in Schedule 1 attached hereto and shall be paid one-half by Buyer and one-half by Sellers' Representative. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement.

8. Indemnity. Each of Buyer and Sellers' Representative shall jointly and severally indemnify, defend and hold harmless the Escrow Agent and its affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including the reasonable fees and expenses of one outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Escrow Agent Losses") arising out of or in connection with (a) the Escrow Agent's execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any such Indemnitee, or (b) its following any instructions or other directions from Sellers' Representative or Buyer, solely to the extent that its following any such instruction or direction is in accordance with the terms hereof. Notwithstanding anything to the contrary herein, Buyer and Sellers' Representative agree, solely as between themselves, that any obligation for indemnification under this Section 8 shall be borne by the party or parties determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by Sellers' Representative (or as otherwise agreed in

writing by Buyer and Sellers' Representative). The provisions of this Section 8 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

9. Tax Matters.

(a) Sellers' Representative shall be responsible for and the taxpayer on all taxes due on the interest or income earned, if any, on the Escrow Fund for the calendar year in which such interest or income is earned. The Escrow Agent shall report any interest or income earned on the Escrow Fund to the IRS or other taxing authority on IRS Form 1099.

(b) The Escrow Agent shall be responsible only for income reporting to the Internal Revenue Service with respect to income earned on the Escrow Fund. The Escrow Agent shall withhold any taxes required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities.

(c) The Escrow Agent, its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its affiliates. This Agreement and any amendments or attachments hereto are not intended or written to be used, and may not be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor. Prior to the date hereof, Buyer and Sellers' Representative shall provide to the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 as applicable and such other forms and documents that the Escrow Agent may request.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with Buyer and Sellers' Representative that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Fund to anyone except pursuant to the express terms of this Agreement or as otherwise required by law.

11. Notices. All notices, requests, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing, in English, and shall be deemed to have been given when (a) delivered by hand, (b) one (1) Business Day after being sent by a nationally recognized overnight courier service (costs prepaid), (c) sent by facsimile or email with confirmation of transmission by the transmitting equipment, or (d) received by the addressee, if sent by certified mail, postage prepaid and return receipt requested. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the parties to notify the Escrow Agent and the other party in writing of any name or address changes.

If to Buyer:

Bain Capital Fund XII, L.P.
c/o Bain Capital Private Equity, LP
200 Clarendon Street
Boston, MA 02116
Attn: Ian Loring
Darren Abrahamson
David Hutchins
Facsimile No.: (617) 516-2010
Email: iloring@baincapital.com
dabrahamson@baincapital.com
dhutchins@baincapital.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attn: Matthew E. Steinmetz, P.C.
Matthew H. O'Brien, P.C.
Christopher M. Thomas
Facsimile No.: (312) 862-2200
Email: matthew.steinmetz@kirkland.com
matthew.obrien@kirkland.com
christopher.thomas@kirkland.com

If to Sellers' Representative:

Vista Equity Partners Management, LLC
c/o Vista Equity Partners III, LLC
Four Embarcadero Center, 20th Floor
San Francisco, CA 94111
Attention: David A. Breach and Marc Teillon
Facsimile: (512) 730-2453
E-mail: dbreach@vistaequitypartners.com
mteillon@vistaequitypartners.com

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

Greenberg Traurig, LLP
77 W. Wacker Drive
Suite 3100
Chicago, IL 60601
Attention: Peter H. Lieberman and Raymond F. Bogenrief
Facsimile: (312) 456-8435
E-mail: liebermanp@gtlaw.com
bogenriefr@gtlaw.com

or, if to the Escrow Agent, then to:

Citibank, N.A.

c/o Citi Private Bank
One Sansome Street, 24th Floor
San Francisco, CA 94104
Attention: Hamyd Mazrae
Telephone No.: 212.783.7108
Facsimile No.: 415-592-5584
E-mail: hamyd.mazrae@citi.com

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to clause (d) of this Section 11, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate.

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Fund in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by Buyer and Sellers' Representative after which this Agreement shall be of no further force and effect except that the provisions of Section 8 hereof shall survive termination.

13. 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 all of the parties hereto.

(b) Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Sections 6 and 16, without the prior consent of the other parties.

(c) This Agreement shall be governed by and construed under the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(d) Any action or proceeding arising out of or relating to this Agreement may be brought in the applicable federal and state courts located in Wilmington, Delaware that have jurisdiction, and each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The parties hereto agree that any or all of them may file a copy of this Section 13(d) with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 13(d) may be served on any party anywhere in the world.

(e) EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR

PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

(f) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or electronic transmission in portable document format (.pdf), and such facsimile or .pdf 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 ineffective to the extent of such prohibition or unenforceability 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 any Person other than the Escrow Agent, Buyer or Sellers' Representative any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and the parties intend that no rule of strict construction will be applied against any Person. The use of the word "including" in this Agreement or in any of the agreements contemplated hereby shall be by way of example rather than by limitation and shall be deemed to be followed by the words "without limitation" regardless of whether or not such words are actually included herein. Buyer and Sellers' Representative agree, solely as between themselves, that, notwithstanding anything to the

contrary contained in this Agreement or in any other agreement, in the event of any conflict or inconsistency between the terms of this Agreement (on the one hand) and the Purchase Agreement (on the other hand), the terms of the Purchase Agreement shall govern.

14. Compliance with Court Orders. In the event that any portion of the Escrow Fund shall be attached, garnished or levied upon by any court or arbitrator's order, or the delivery thereof shall be stayed or enjoined by an order of a court or arbitrator, or any order, judgment or decree shall be made or entered by any court or arbitrator order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised in writing by legal counsel of its own choosing is binding upon it, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to Buyer or Sellers' Representative or to any other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Further Assurances. Following the date hereof, each party shall deliver to the other parties such further information and documents and shall execute and deliver to the other parties such further instruments and agreements as any other party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other party the benefits hereof.

16. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns, provided that except as expressly contemplated herein with regard to the Escrow Agent in Section 6, neither this Agreement nor any rights, interests or obligations hereunder shall be assigned, directly or indirectly, by any party hereto without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Buyer may, without prior consent of any other Person, assign all or a portion of its rights, interests or obligations hereunder (i) to any of its Affiliates and (ii) to any lender or agent, in connection with a collateral assignment as part of a secured financing undertaken by Buyer or any of its Affiliates, provided that no such assignment shall relieve Buyer of any obligation hereunder except to the extent actually performed or satisfied by the assignee, and Buyer shall be required to provide written notice of such assignment to the other parties hereto (which shall be acknowledged by the other parties hereto). To comply with Federal law including USA Patriot Act requirements, assignees shall provide to the Escrow Agent the appropriate form W-9 or W-8 as applicable and such other forms and documentation that the Escrow Agent may request to verify identification and authorization to act. In no event shall the Escrow Agent be obligated hereunder to (x) make any payments from the Escrow Funds directly to any assignee of any rights under this Agreement, or (y) obey any written instructions delivered pursuant hereto from any assignee of any rights under this Agreement, unless, in the case of clauses (x) and (y), such assignee has provided the Escrow Agent with any and all Patriot Act documentation reasonably required by the Escrow Agent and become a Party to this Agreement.

17. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any Governmental Entity, any act of God or war or terrorism, or the unavailability of the

Federal Reserve Bank wire services or any electronic communication facility), it being understood that the 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.

18. Compliance with Federal Law. To help the U.S. government fight the funding of terrorism and money laundering activities and to comply with federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, Buyer and Sellers' Representative agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all parties depositing funds at Citibank pursuant to the terms and conditions of this Agreement. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

19. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent.

20. Publication; Disclosure. By executing this Agreement, Buyer, Sellers' Representative and the Escrow Agent acknowledge that this Agreement (including all related schedules and exhibits) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination or disclosure of this Agreement and related information to individuals or entities not a party to this Agreement. The parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Agreement and information contained therein. If any party becomes aware of any threatened or actual disclosure, publication or use of this Agreement that is not permitted by the terms of this Section 20, that party shall promptly notify in writing the other parties and shall be liable for any release or disclosure by such party that is not permitted by the terms of this Section 20. For the avoidance of doubt, the Escrow Agent's disclosure of sensitive or confidential information to its regulatory auditors, as may be required by applicable law or regulation, is not considered to be an unpermitted disclosure.

21. Inspection Rights. Buyer and Sellers' Representative shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to this Agreement.

* * * * *

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

BUYER:

MOOSE BUYER, LLC

By: _____

Name:

Title:

SELLERS' REPRESENTATIVE:

VISTA EQUITY PARTNERS MANAGEMENT, LLC

By: _____

Name:

Title:

ESCROW AGENT:

CITIBANK, N.A.

By: _____

Name:

Title:

Schedule 1

ESCROW AGENT FEE SCHEDULE Citibank, N.A., Escrow Agent

Acceptance Fee

To cover the acceptance of the Escrow Agency appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the escrow account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on Escrow Amount being deposited in a non-interest bearing deposit account, FDIC insured to the applicable limits.

Fee: Waived

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived

Transaction Fees

To oversee all required disbursements or release of property from the escrow account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement:

Fee: Waived

Other Fees

Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment

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TERMS AND CONDITIONS: The above schedule of fees does not include charges for reasonable out-of-pocket expenses or for any services of an extraordinary nature that we or our legal counsel may be called upon from time to time to perform in either an agency or fiduciary capacity. Our participation in the transactions contemplated by the Agreement is subject to internal approval of the third party depositing monies into the escrow account.

EXHIBIT A-1

Certificate as to Sellers' Representative Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Sellers' Representative and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Agreement, on behalf of Sellers' Representative. The below listed persons have also been designated Call Back Authorized Individuals and will be notified by Citibank, N.A. upon the release of the Escrow Fund from the escrow account(s) unless an original "Standing or Predefined Instruction" letter is on file with the Escrow Agent.

Name / Title /Telephone #

Specimen Signature

Name

Signature

Title

Telephone #

Name

Signature

Title

Telephone #

EXHIBIT A-2

Certificate as to Buyer's Authorized Signatures

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 of all types for the escrow account or accounts established under this Agreement, on behalf of Buyer. The below listed persons (must list at least two individuals) have also been designated Call Back Authorized Individuals and will be notified by Citibank, N.A. upon the release of the Escrow Fund from the escrow account(s) unless an original "Standing or Predefined Instruction" letter is on file with the Escrow Agent.

<u>Name / Title /Telephone #</u>	<u>Specimen Signature</u>
_____ Name	_____ Signature
_____ Title	
_____ Telephone #	
_____ Name	_____ Signature
_____ Title	
_____ Telephone #	

Exhibit E
Form of Non-Solicitation and Non-Competition Agreement

NON-SOLICITATION AND NON-COMPETITION AGREEMENT

THIS NON-SOLICITATION AND NON-COMPETITION AGREEMENT (this "Agreement") is made as of [___], 2018, by and between Apteau Parent Co S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*) ("Apteau Parent") and Moose Buyer, LLC, a Delaware limited liability company ("Buyer"). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in that certain Securities Purchase Agreement, dated as of July 4, 2018 (the "Purchase Agreement"), by and among Buyer, Apteau, Inc., a Delaware corporation ("Apteau"), Yaletown Acquiror S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), ("Yaletown" and, together with Apteau, the "Sellers"), Vista Equity Partners Management, LLC, a Delaware limited liability company, solely in its capacity as the representative of the Sellers.

RECITALS

WHEREAS, as a result of the Closing of the transactions contemplated by the Purchase Agreement, Apteau Parent, as the indirect parent of Sellers, and its Affiliates will receive substantial consideration and benefit from the consummation of the transactions contemplated by the Purchase Agreement as a result of Seller's ownership interests in the Companies; and

WHEREAS, in order for Buyer to have an enjoy the full benefit of the business of the Company Group and to induce Buyer to enter into the Purchase Agreement, Buyer and Apteau Parent desire that the provisions of this Agreement be enforced to the maximum extent permitted by Law.

AGREEMENT

NOW, THEREFORE, in consideration of the promises herein made and the covenants herein contained, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to become legally bound, hereby agree as follows.

1. Non-Solicitation. For a period of two (2) years after the Closing Date (the "Restricted Period"), Apteau Parent shall not, and shall cause its controlled Affiliates not to, directly or indirectly, hire any Continuing Employee or induce or attempt to induce any Continuing Employee to leave the employ of Buyer or its Subsidiaries for employment with Apteau Parent or its controlled Affiliates, or violate the terms of their employment contracts with Buyer or any of its Subsidiaries; provided that nothing in this Section 1 shall restrict or prevent Apteau Parent or any of its controlled Affiliates from (a) soliciting any employee who responds to a general solicitation or advertisement that is not specifically targeted or directed at Continuing Employees (and nothing shall prohibit such generalized searches for employees through various means, including the use of advertisements in the media (including trade media) or the engagement of search firms to engage in such searches (so long as any such searches are not specifically targeted or directed at Continuing Employees), or posting searches on the internet) or hiring any Continuing Employee who responds to the foregoing or (b) soliciting or hiring any Continuing Employee whose employment has been terminated by Buyer or any of its Affiliates (including the Company Group) at least six (6) months prior to such solicitation or hiring.

2. Non-Competition.

(a) During the Restricted Period, Apteon Parent shall not, and shall cause its controlled Affiliates not to, directly or indirectly, in any country in which the Business is conducted as of the date of this Agreement and immediately prior to the Closing, engage in, own an interest in, or manage or operate a business that is competitive to the Business as it is conducted in an applicable country as of the date of this Agreement and immediately prior to the Closing (collectively, the “Prohibited Activities”).

For purposes of this Agreement, “Business” means (i) providing software and services focused on the provision of financial, tax, municipal, payroll, and human resource solutions to local municipalities, local government organizations, and other public sector organizations in the US, Canada, and Australia, (ii) providing software and services focused on the administration and delivery of public safety services and record keeping to their respective constituents and governing bodies to police departments, fire departments, and other public safety-focused public sector organizations in the US, Canada, and South America, and (iii) providing software and services focused on the provision of health information data exchange applications for large community hospital delivery networks, learning management system for compliance and reporting in hospital networks and the managing of the patient care lifecycle from administration and dispatch to municipal hospitals and other public sector-backed healthcare organizations in the US, Canada, UK and France.

(b) Notwithstanding the foregoing, Buyer acknowledges and agrees that Apteon Parent and its controlled Affiliates shall not be deemed to have violated the restrictions contained in Section 2(a) in the event that Apteon Parent or any of its Affiliates acquires or invests in: (i) any Person, or the assets thereof, if less than five percent (5%) of the gross revenues or income of such Person (based on such Person’s latest annual consolidated financial statements) are related to or were derived from any Prohibited Activities; (ii) any Person, or the assets thereof, if five percent (5%) or more of the gross revenues or income of such Person or assets (based on such Person’s latest annual consolidated financial statements) were derived from any Prohibited Activities; provided that Apteon Parent and its controlled Affiliates use reasonable best efforts to divest themselves, within twelve (12) months of such acquisition, of the assets or operations so acquired that constitute five percent (5%) or more of the gross revenues, assets, or income of such Person or assets; (iii) securities representing not more than five percent (5%) of the outstanding voting power of any Person; or (iv) any equity interest in any Person through any employee benefit plan of Apteon Parent or its Subsidiaries.

(c) Buyer further acknowledges and agrees that, notwithstanding the foregoing, none of Apteon Parent, its controlled Affiliates, or any acquiring or surviving entity of a merger or consolidation shall be deemed to have violated the restrictions contained in Section 2(a) in the event that Apteon Parent or any of its controlled Affiliates is acquired, directly or indirectly, by any Person engaged, directly or indirectly, prior to the date of such acquisition, in any Prohibited Activities (it being understood and agreed that, in the case of an acquisition, merger, or other business combination with any such Person, Apteon Parent or any Affiliate

thereof shall be deemed “acquired” only in the event that, following such acquisition, merger, or other business combination, fifty percent (50%) or more of the outstanding voting stock or other voting securities of the acquired, surviving, or combined entity is owned, directly or indirectly, by Persons other than the stockholders of Apteian Parent or their respective Affiliates immediately prior to such acquisition, merger, or other business combination). For the sake of clarity, no provision herein shall be deemed to restrict at any time in any way an Affiliate of Apteian Parent to the extent that such Affiliate is not a controlled Affiliate of Apteian Parent.

3. Representations and Warranties. Apteian Parent represents and warrants to Buyer that (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or other formation; (b) it has all necessary power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder; (c) the execution, delivery and performance of this Agreement by Apteian Parent has been duly and validly authorized by all necessary action on the part of Apteian Parent and (d) this Agreement has been duly and validly executed and delivered by Apteian Parent and, assuming the due authorization, execution and delivery by Buyer, constitutes or will constitute, as applicable, a legal, valid and binding obligation of Apteian Parent, enforceable against it in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors’ rights or to general principles of equity.

4. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of each party hereto; provided, that Buyer may assign this Agreement to any of its respective Affiliates (including the Company Group). Any assignment of this Agreement in violation of the foregoing will be null and void *ab initio*.

5. Amendment and Waiver. Any provision of this Agreement may be amended only in a writing signed by each party hereto. Any provision of this Agreement may be waived only in a writing signed by each party hereto against whom such waiver is to be effective. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

6. Jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state court sitting in the State of Delaware or United States federal court sitting in Wilmington, Delaware (each, a “Delaware Court”), for purposes of enforcing this Agreement or determining any claim arising from or related to the transactions contemplated by this Agreement. In any such action, suit or other proceeding, each of the parties hereto irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claim that it is not subject to the jurisdiction of any such Delaware Court, that such action, suit or other proceeding is not subject to the jurisdiction of any such Delaware Court, that such action, suit or other proceeding is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper; provided, that nothing set forth in this sentence shall prohibit any of the parties hereto

from removing any matter from one Delaware Court to another Delaware Court. Each of the parties hereto also agrees that any final and unappealable judgment against a party hereto in connection with any action, suit or other proceeding will be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment will be conclusive evidence of the fact and amount of such award or judgment. Any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered or sent in accordance with Section 7 of this Agreement, constitute good, proper and sufficient service thereof.

7. Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (with written proof of delivery), by email transmission (so long as a copy is sent by prepaid overnight courier following such email transmission) or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

(a) If to Aptean Parent, then to:

Aptean Parent Co S.à r.l.
c/o Vista Equity Partners III, LLC
Four Embarcadero Center, 20th Floor
San Francisco, CA 94111
Attention: David A. Breach and Marc Teillon
Facsimile: (512) 730-2453
E-mail: dbreach@vistaequitypartners.com
mteillon@vistaequitypartners.com

with a copy, which shall not constitute notice, to:

Greenberg Traurig, LLP
77 W. Wacker Drive
Suite 3100
Chicago, IL 60601
Attention: Peter H. Lieberman and Raymond F. Bogenrief
Facsimile: (312) 456-8435
E-mail: liebermanp@gtlaw.com
bogenriefr@gtlaw.com

(b) if to Buyer, to it:

Bain Capital Fund XII, L.P.
c/o Bain Capital Private Equity, LP
200 Clarendon Street
Boston, MA 02116

Attn: Ian Loring
Darren Abrahamson
David Hutchins
Facsimile No.: (617) 516-2010
Email: iloring@baincapital.com
dabrahamson@baincapital.com
dhutchins@baincapital.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attn: Matthew E. Steinmetz, P.C.
Matthew H. O'Brien, P.C.
Christopher M. Thomas
Facsimile No.: (312) 862-2200
Email: matthew.steinmetz@kirkland.com
matthew.obrien@kirkland.com
christopher.thomas@kirkland.com

8. Governing Law. This Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

9. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

10. Enforcement. Apteian Parent agrees that the covenants set forth in this Agreement are reasonable with respect to duration and scope and are no greater than is reasonably necessary to protect the interests of Buyer and its Affiliates. In the event of a breach or violation by Apteian Parent or its controlled Affiliates of the provisions of Section 1 or Section 2 of this Agreement, the Restricted Period will be tolled until such breach or violation has been duly cured. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope or

duration of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. Aptean Parent acknowledges and agrees that in the event of a material breach of any of the provisions of this Agreement, monetary damages shall not constitute a sufficient remedy. Consequently, in the event of any such breach, Buyer and its Affiliates, and their respective successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages. Aptean Parent acknowledges that it has carefully read this Agreement and has given careful consideration to the restraints imposed upon it by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of the Company Group.

11. Entire Agreement. This Agreement, together with the other Transaction Documents, constitutes the entire agreement among the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede any and all prior agreements, understandings and representations, whether written or oral, related to the subject matter hereof and thereof.

12. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

13. Interpretation. In addition to the definitions referred to or set forth in this Agreement:

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(c) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(d) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

14. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when

counterparts have been signed by each of the parties and delivered to the other party. Each party may deliver its signed counterpart of this Agreement to the other party by means of electronic mail or any other electronic medium utilizing image scan technology, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

[Remainder of page intentionally left blank]

Very truly yours,

APTEAN PARENT CO S.À R.L.

By: _____

Name: _____

Title: _____

Accepted and agreed to as of the
date first written above:

MOOSE BUYER, LLC

By: _____

Name: _____

Title: _____

Exhibit F
Form of Transition Services Agreement

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is made and entered into as of [__] 2018, by and among Moose Buyer, LLC, a Delaware limited liability company (“Purchaser”), Aptean, Inc., a Delaware corporation (“Aptean”), and Yaletown Acquiror S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 19 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under registration number B 168.013 (“Yaletown” and together with Aptean, the “Sellers” and each, a “Seller”). The Sellers, on the one hand, and Purchaser, on the other hand, are sometimes referred to herein as a “Party” and collectively as the “Parties”. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

Background:

WHEREAS, pursuant to that certain Securities Purchase Agreement (the “Purchase Agreement”), dated as of July 4, 2018, by and among Purchaser, the Sellers and the other parties signatory thereto, Purchaser purchased all of the Purchased Securities;

WHEREAS, to facilitate the transactions contemplated by the Purchase Agreement, Purchaser desires to engage the Sellers to provide, or to cause certain of their Affiliates (the “Service Providers”) to provide, certain services on the terms and conditions set forth herein; and

WHEREAS, the Sellers and the Service Providers are willing to provide such services upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Services Provided.

1.1. During the Term (as defined below), the Sellers will, or will cause the Service Providers to, provide to Purchaser and its Affiliates the services described on Schedule 1 to this Agreement (the “Transition Services,” and such Schedule, as amended, modified or supplemented from time to time in accordance with this Agreement, the “Services Schedule”), for the length of time specified for each Transition Service listed on the Services Schedule (the “Service Periods”), including any extension periods set forth therein (the “Extension Periods”), upon the terms and subject to the conditions set forth in this Agreement.

1.2. For greater certainty, subject to and without limiting Section 4 hereof and to the extent that the Sellers or the Service Providers are providing Transition Services in accordance with this Agreement, Purchaser shall have no right to require the Sellers or the Service Providers to:

(a) hire or engage any additional employees or other services providers;

- (b) maintain the employment of any specific employee;
- (c) purchase, lease or license any additional equipment, software, technology or other resources; or
- (d) pay any costs related to the transfer or conversion of Purchaser's data to the Sellers or the Service Providers or a third-party supplier.

1.3. During the Term, Purchaser may identify additional services that Purchaser and/or its Affiliates require that are not set forth on the Services Schedule (the "Additional Services"). At any time prior to the expiration of this Agreement, Purchaser may provide written notice to the Sellers requesting Additional Services, setting forth in reasonable detail a description of the requested Additional Service(s), proposed start date(s) and proposed termination date(s). The Parties agree to cooperate and negotiate in good faith, using commercially reasonable efforts, in order to come to an agreement regarding the provision of such Additional Service(s) and the payment therefor on terms and conditions that are mutually acceptable to the Parties, which such amounts shall be charged to Purchaser at cost for such Additional Services (subject to the provisions of Section 3.1 regarding the increased cost for the provision of services during any Extension Period). Upon mutual agreement (and at each Party's sole discretion), the Parties shall execute additional written Schedule(s) for such Additional Service(s). Where such an agreement is reached, the Additional Service(s) shall in all respects be deemed Transition Services subject to the terms of this Agreement.

1.4. Any Transition Services to be provided by Sellers shall be rendered exclusively outside of Canada; provided, however, that if any Transition Services are to be rendered in Canada, then such services shall be provided exclusively by a Service Provider resident in Canada and any payment in respect of services rendered in Canada shall be made by the relevant Purchaser Affiliate to such Service Provider.

2. Term and Termination.

2.1. The term of this Agreement (the "Term") will commence on the Closing Date and continue until the date that is the earlier of (i) the termination of this Agreement in accordance with Section 2.3, (ii) such date as no Transition Services are being provided hereunder, and (iii) subject to any extension of services for an Extension Period, [____] (the "Termination Date").¹

2.2. The Transition Services to be provided under this Agreement shall commence as of the date hereof and, with respect to each Transition Service, shall continue until (i) the date of termination for such Transition Service as set forth on Schedule 1, or (ii) if no termination date for such Transition Service is set forth on Schedule 1, [____]² (or such later or earlier time as the Parties mutually agree in writing); provided, however, that any Transition Service provided hereunder may be terminated in accordance with Section 2.3; provided, further,

¹ Note to Draft: Termination Date to be twelve (12) months following the Closing Date.

² Note to Draft: Date to be three (3) months following the Closing Date.

that, notwithstanding anything to the contrary herein, Purchaser may elect to extend the term of the Sellers' obligations to provide one or more of the Transition Services beyond the date that such obligation would otherwise terminate in accordance with this Section 2.2, in each case, at the Extension Period Fee and for the applicable Extension Period as set forth on Schedule 1 for each Transition Service so extended.

(a) Upon transition of a Transition Service to Purchaser, or at such time prior to the Termination Date as Purchaser otherwise no longer requires one or more Transition Services (in each case, as specified by thirty (30) days prior written notice from Purchaser to the Sellers identifying the particular services no longer needed (such terminated services, the "Terminated Transition Services")), the Sellers' obligations under this Agreement to provide such Terminated Transition Services to Purchaser shall terminate effective thirty (30) days following the Sellers' receipt of such written notice thereof from Purchaser, and upon termination Purchaser shall no longer be obligated to make payment for such Terminated Transition Services (except with respect to any amounts due and owing for such Terminated Transition Services pursuant to Section 3.1). For the avoidance of doubt, (i) if less than all of the Transition Services in a given category set forth on Schedule 1 are terminated pursuant to this Section 2.2(a), the Parties will cooperate in good faith to determine the appropriate reduction for the amounts due and owing for such Transition Services, and (ii) other than the Terminated Transition Services, all other Transition Services shall continue in accordance with the terms hereof.

2.3. This Agreement shall automatically terminate on the Termination Date, but may be terminated earlier:

(a) Upon the written mutual agreement of the Parties; or

(b) By the Sellers, on one hand, or Purchaser, on the other hand, for material breach of any of the terms hereof by the other Party if such breach is not cured within fifteen (15) days after written notice of breach is delivered to the Party committing the breach; provided, however, that, if any such material breach is not reasonably curable within fifteen (15) days, but the breaching Party has (i) provided, within the fifteen (15) day period after written notice has been delivered, a remedial plan to cure such breach that is reasonably satisfactory to the Sellers or Purchaser, as applicable, and (ii) is making a bona fide effort to cure such breach in accordance with such plan, such termination may be delayed upon mutual agreement for a time period to be agreed by the Parties in order to permit the breaching Party a reasonable period of time to cure such breach.

3. Charges for Services.

3.1. The Sellers will provide, or cause to be provided, Transition Services to Purchaser, and Purchaser will pay the Service Fees set forth on Schedule 1 to this Agreement for each such Transition Service (the "Service Fees") within thirty (30) calendar days of receipt of an invoice pursuant to Section 3.4 hereof. For the avoidance of doubt, and subject to the following sentence, Service Fees shall be equal to the Sellers' actual costs to perform such Transition Service (and the Sellers represent that, as of the date hereof, the Service Fee for each Transition Service set forth on Schedule 1 represents the Sellers' reasonable good faith estimate

of the Sellers' actual costs to perform each such Transition Service). In the event Purchaser chooses to extend the Service Period with respect to any Transition Service by the Extension Period indicated on Schedule 1, Purchaser shall pay the extension period fee (any such fee, the "Extension Period Fee") set forth on Schedule 1, if any, for each Transition Service so extended; provided, however, that to the extent (i) Purchaser delivers to the Sellers a written notice setting forth Purchaser's reasonable and good faith belief that the Sellers have failed to meet the Performance Standards or failed to remediate any Incident (as defined below), (ii) the TSA Coordinators (as defined below), cooperating in good faith, mutually agree that such failure has occurred and has not been cured within three (3) days of the Sellers' receipt of such notice from Purchaser, and (iii) Purchaser enters into any Extension Period for a Transition Service as a result of such failure, the Service Fees for such Transition Service during such Extension Period shall remain at the Sellers' actual costs to perform such Transition Service for a number of days equal to the delay caused by the Sellers' failure to meet the Performance Standards or remediate any Incident. With respect to any amounts owed in connection with any Terminated Transition Service, Purchaser shall be obligated to pay a *pro rata* portion of the applicable Service Fees, based on the number of days elapsed in the applicable month up to and including the effective termination date. In the event that Purchaser disputes in good faith any amount on an invoice, Purchaser shall pay the invoiced amount in accordance with this Section 3.1, and shall notify the Sellers in writing and describe in detail the reason for disputing such amount. The Parties will cooperate in good faith to resolve any fee disputes, escalating such disputes first to the TSA Coordinators, and subsequently, if necessary, to the Parties' respective Chief Financial Officers. In the event that the TSA Coordinators (or the Parties' respective Chief Financial Officers, if applicable) determine that any amounts paid by Purchaser were not properly owed, Seller shall promptly (and in any event, within ten (10) calendar days) reimburse Purchaser for all such amounts.

3.2. Each Party acknowledges and agrees that Transition Services provided by the Sellers through third parties or using third-party intellectual property are subject to the terms and conditions of any applicable agreements between either of the Sellers and such third parties. If the use or provision of all or a portion of the Transition Services pursuant to this Agreement requires the approval, consent, permission, waiver or agreement (including any Permit) each a "Consent") of a third party, the Sellers shall, at their sole cost and expense (provided, that Purchaser shall continue to pay the Service Fees or Extension Period Fee set forth on Schedule 1 with respect to the applicable Transition Services for which substitute or alternative services are provided pursuant to this Section 3.2), (i) use commercially reasonable efforts to obtain any such Consent from such third parties in order to provide such Transition Services, or to use commercially reasonable efforts to modify such existing agreement to enable the Sellers and the Service Providers, as applicable, to provide such Transition Services to Purchaser, (ii) if any such Consent or modification cannot be obtained as a result of such efforts, use reasonable best efforts to enter into a new agreement with such third party or an alternate provider in order to provide such Transition Services to Purchaser in a manner compliant with the Performance Standards and otherwise in accordance with this Agreement, or (iii) if any such Consent or modification cannot be obtained as a result of such efforts and no reasonable third party or alternate provider can provide such Transition Services to Purchaser in a manner compliant with the Performance Standards and otherwise in accordance with this Agreement at a commercially reasonable price, Purchaser and the Sellers agree to cooperate in good faith and use commercially reasonable efforts to identify a reasonable alternative arrangement to provide the

relevant Transition Services sufficient for the purposes of Purchaser, provided, that any failure by the Sellers to obtain any applicable Consent shall not relieve the Sellers of any obligation to provide the Transition Services except to the extent mutually agreed by the Parties following compliance with this Section 3.2.

3.3. The Fees under this Agreement are exclusive of any sales, transfer, goods or services taxes or similar Tax (including any such Taxes that are required to be withheld), but excluding all other Taxes including Taxes based upon or calculated by reference to income, receipts or capital) imposed against or on Transition Services and other amounts due under this Agreement (“Sales Taxes”). Such Sales Taxes shall be separately stated on the relevant invoice delivered to Purchaser, and invoices delivered, for which Canadian Sales Taxes are added to the invoice, shall include all prescribed information (including Service Provider’s tax registration numbers) required for the relevant Purchaser Affiliate to support its claims for input tax credits, input tax refunds and any similar credit or refund mechanism. Purchaser shall be responsible for any such Sales Taxes and shall (i) remit such Sales Taxes to the Sellers or Service Providers, as the case may be (and the Sellers or Service Providers, as the case may be, shall remit the amounts so received to the applicable taxing authority), in accordance with the invoices delivered and applicable laws, (ii) provide Sellers with a certificate or other documentation, reasonably acceptable to Sellers, evidencing an exemption from liability for such Sales Taxes, or (iii) to the extent permissible or as may be required by applicable law, pay directly such Sales Taxes to the applicable taxing authority (provided that, with respect to this clause (iii), Purchaser provides copies of all relevant documentation to Sellers). The Parties agree to cooperate with each other in determining the extent to which any Sales Tax is due and owing under the circumstances, and will provide and make available to each other any resale certificate, information regarding out of state use of materials, services or sales, withholding, and other exemption certificates or information reasonably requested by another Party. The Parties further agree to work together to structure the provision of the Transition Services in a lawful manner to eliminate or minimize applicable Sales Taxes. For the avoidance of doubt, Purchaser shall not be responsible for any payments or provisions of wages, bonuses, commissions, employee benefits or withholding or payment of any applicable withholding or applicable Taxes made to employees of Sellers or any of its Affiliates, except as otherwise set forth on Schedule 1. Sellers shall be responsible for, and shall withhold or pay or both (or cause to be withheld or paid or both), as may be required by applicable law, all Taxes pertaining to the employment of the personnel, agents, servants or designees of Sellers.

3.4. Within fifteen (15) days following the completion of each calendar month, the Sellers shall provide to Purchaser an invoice setting forth the amounts due with respect to the Transition Services provided to Purchaser during the preceding month. Such invoice will set forth in reasonable detail the amounts due and owing in respect of the Transition Services provided during the period following the period included in the immediately preceding invoice delivered to Purchaser, as well as an apportionment of the Service Fees for the Transition Services provided to Purchaser by each of the respective Sellers and Service Providers. Subject to Section 3.1, all Service Fees due to the Sellers under this Agreement will be due and payable within fifteen (15) calendar days of Purchaser’s receipt of the invoice therefor.

3.5. Amounts due under this Agreement will not be offset by amounts due under any other agreement. Amounts which are not paid within fifteen (15) calendar days of

Purchaser's receipt of the invoice therefor will bear interest, accruing daily and being calculated and payable monthly in arrears on the last day of each and every month, at the lesser of (i) 7% per annum and (ii) the maximum rate allowed by law. Any failure by Purchaser to pay amounts due hereunder, other than to the extent of and limited to any amount disputed in good faith and on reasonable grounds, pursuant to the terms of this Agreement, will be deemed a material breach by Purchaser.

4. Performance Standards.

4.1. Purchaser acknowledges that the Sellers are not in the business of providing Transition Services (or services of a like nature) to third parties, and that Transition Services are being provided to Purchaser by the Sellers as an accommodation to facilitate the transactions contemplated by the Purchase Agreement. As such, nothing in this Agreement will require or be interpreted to require the Sellers to provide a Transition Service to Purchaser beyond the scope, manner, content and quality standard of such Transition Service which is materially consistent with the performance by the Sellers during the twelve (12) month period prior to the Closing Date. Notwithstanding anything to the contrary herein, the Sellers and the Service Providers shall perform the Transition Services (i) in all cases in a professional and workmanlike manner and (ii) in substantially the same manner (including with respect to timeliness) and with substantially the same quality of service as the Sellers provide the same or similar services to their operations during the twelve (12) month period prior to the Closing Date. If the Sellers fail to provide a Transition Service hereunder, or the quality of a Transition Service is not in accordance with this Section 4 in all material respects, then Purchaser will give the Sellers written notice thereof. The Sellers will then have thirty (30) days to cure the defective Transition Service. Unless it would result in an inconsequential change to the nature, volume or quality of any Transition Service, the Sellers shall not, and shall cause the Service Providers not to, alter the nature, volume or quality of any of the Transition Services without Purchaser's prior written consent (which consent shall not be unreasonably conditioned, delayed or withheld). The foregoing standards shall be referred to herein and in the Schedules hereto as the "Performance Standards."

4.2. In the event that the Sellers or the Service Providers become aware of any failure in the provision of the Transition Services which impacts, or is reasonably likely to impact, in any material respect, the provision of any Transition Service (an "Incident"), the Sellers or the applicable Service Provider shall notify Purchaser as soon as reasonably practicable, but in any event within five (5) Business Days of such failure. The Sellers shall, as soon as reasonably practicable: (i) investigate the underlying cause(s) of the Incident and take commercially reasonable actions to preserve any data indicating the cause of failure; (ii) take reasonable action that is necessary to minimize the impact of the failure and to prevent it from recurring; (iii) use commercially reasonable efforts to correct the failure and resume performance of the Transition Services in accordance with this Agreement; and (iv) advise Purchaser of the status of the Incident and the remedial efforts being undertaken with respect thereto. Without limiting any other term or condition of this Agreement, the Sellers shall cooperate in good faith to resolve such Incident and use commercially reasonable efforts to minimize the impact of such Incident on Purchaser.

4.3. Each Party acknowledges that the purpose of this Agreement is for the Sellers to provide services to Purchaser on an interim basis until Purchaser can perform the service for itself. Accordingly, Purchaser shall use its commercially reasonable efforts to make a prompt transition of such Transition Service to its internal organization or to obtain alternate third-party sources to provide the Transition Services. Notwithstanding the foregoing, the Service Period of any Transition Service shall be as set forth on Schedule 1 and shall, upon the written request of Purchaser to the Sellers, be extended for the Extension Period specified on Schedule 1 (subject to Section 3.1).

4.4. Without Purchaser's prior written consent, not to be unreasonably withheld, conditioned or delayed, the Sellers shall not enter into any agreement or contract with any third party to provide any Transition Services hereunder pursuant to which Purchaser would remain obligated to such third party upon the termination of this Agreement.

4.5. The Sellers may use contractors, subcontractors, vendors or other third parties to provide a Transition Service (i) without the prior written consent of Purchaser, so long as such contractors, subcontractors, vendors or other third parties are being used to provide such Transition Service to the Business immediately prior to the date of execution of the Purchase Agreement, or (ii) with the prior written consent of Purchaser, not to be unreasonably withheld, conditioned or delayed; provided that any use of contractors, subcontractors, vendors or other third parties by the Sellers shall not result in any changes to the Service Fees set forth on Schedule 1.

4.6. The Sellers shall remain responsible for all Transition Services (subject to the limitations and provisions of this Agreement) furnished by their contractors, subcontractors, vendors or other third parties, and the Sellers shall hold any contractors, subcontractors, vendors or other third parties to the same standards and obligations as are set forth herein (and be responsible and liable for any failure with respect thereto as if such Transition Services were provided by the Sellers under this Agreement).

5. Indemnifications and Limitations on Liability; Specific Enforcement.

5.1. EXCEPT IN THE CASE OF FRAUD OR WILLFUL MISCONDUCT OF A PARTY OR AS A RESULT OF A PARTY'S KNOWING AND INTENTIONAL BREACH OF THIS AGREEMENT, (I) IN NO EVENT SHALL THE SELLERS OR THEIR AFFILIATES, OR ANY OF THEIR OR THEIR AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, ON THE ONE HAND, OR PURCHASER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, ON THE OTHER HAND, BE LIABLE TO PURCHASER OR THE SELLERS, RESPECTIVELY, WITH RESPECT TO ANY CLAIM RELATING TO THE TRANSITION SERVICES ("TSA CLAIMS") FOR ANY INDIRECT (INCLUDING LOST PROFITS OR REVENUES), SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (EXCEPT FOR ANY SUCH PUNITIVE DAMAGES PAYABLE TO A THIRD PARTY), REGARDLESS OF THE LEGAL BASIS OF LIABILITY OR LEGAL OR EQUITABLE PRINCIPLE INVOLVED (INCLUDING VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR STATUTORY

LIABILITY), AND (II) EACH PARTY'S TOTAL LIABILITY FOR ANY REASON(S) AND ON ANY CAUSE(S) OF ACTION IN EACH CASE, WITH RESPECT TO THE TSA CLAIMS, SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY PURCHASER TO THE SELLERS UNDER THIS AGREEMENT. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, INCLUDING SECTION 4, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5.2. Any and all claims, suits or actions arising out of or relating to this Agreement will be barred unless an action is commenced within two (2) years from the date on which a Party knew or should have known of the facts giving rise to such claim, whichever occurs first, and after which no Party shall have further liability with respect to any such matter. The remedies provided in this Agreement shall be the sole and exclusive remedies with respect to claims related to this Agreement.

5.3. The Sellers agree to release, discharge, indemnify, defend and hold harmless Purchaser and Purchaser's Affiliates from any claims, actions, suits, damages, loss, cost, or liability (including legal fees and expenses) against Purchaser or its Affiliates arising out of or resulting from any third-party claims related to the provision or use of the Transition Services received hereunder (each a "Claim") arising from the Sellers' breach of the terms of this Agreement, or willful misconduct, gross negligence or fraud by the Sellers in connection with this Agreement, except to the extent any such Claim arises primarily from Purchaser's breach of the terms of this Agreement, or willful misconduct, gross negligence or fraud by Purchaser or any of its Affiliates. The obligations of the Parties with respect to any Claim shall be subject to the procedures set forth in Section 9.2 of the Purchase Agreement, *mutatis mutandis*.

5.4. Purchaser agrees to release, discharge, indemnify, defend and hold harmless the Sellers, Service Providers and the Sellers' Affiliates from any claims, actions, suits, damages, loss, cost, liability or Taxes (including legal fees and expenses) against either Seller, any Service Provider or any of either Seller's respective Affiliates arising out of or resulting from any Claim arising from Purchaser's breach of the terms of this Agreement, or willful misconduct, gross negligence or fraud by Purchaser in connection with this Agreement, except to the extent any such Claim arises primarily from the Sellers' breach of the terms of this Agreement, or willful misconduct, gross negligence or fraud by the Sellers. The obligations of the Parties with respect to any Claim shall be subject to the procedures set forth in Section 9.2 of the Purchase Agreement, *mutatis mutandis*.

5.5. Each Party acknowledges, recognizes and affirms that in the event of a breach of this Agreement by the other Party, money damages may be inadequate and the non-breaching Party may have no adequate remedy at law. Accordingly, each Party agrees that the other Party shall have the right, in addition to any other rights and remedies existing in such Party's favor, to enforce its rights and the other Party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance,

injunctive and/or other equitable relief. If any such action is brought to enforce this Agreement, each Party hereby waives the defense that there is an adequate remedy at law.

6. Access Rights.

6.1. Except as set forth in Schedule 1, neither Party shall access the other Party's facilities for any purposes under this Agreement without the prior written consent of the Party owning or leasing such facilities.

6.2. Each Party will instruct its personnel, agents and subcontractors to comply with the safety standards, security regulations and other published policies of the other Party while on the other Party's premises for purposes related to Transition Services provided hereunder. Each Party shall ensure that when entering or while within the other Party's premises, all such Party's personnel, agents and subcontractors must establish their identity to the satisfaction of security personnel and comply with all directions given by them, including directions to display any identification cards provided by such other Party.

7. Relationship Management

7.1. Each of the Sellers and Purchaser will each appoint one individual to have primary responsibility and oversight for the provision of all Transition Services under this Agreement and to be such party's primary point of contact (each a "TSA Coordinator"). The initial TSA Coordinator on behalf of Aptean will be Brad Debold (or such Person's successor) and the initial TSA Coordinator on behalf of Yaletown will be Brad Debold (or such Person's successor). The initial TSA Coordinator on behalf of Purchaser will be Paul Lu (or such Person's successor). Either Seller or Purchaser may replace its TSA Coordinator by providing prior written notice thereof to Purchaser or the Sellers, as applicable.

7.2. The TSA Coordinators will hold meetings, from time to time, to discuss the performance of this Agreement and seek in good faith to resolve any disputes that may arise pertaining to this Agreement. Purchaser shall promptly notify the Sellers' applicable TSA Coordinator, or the Sellers shall notify Purchaser's TSA Coordinator, as applicable, of any issues relating to the Transition Services, including satisfaction of the Performance Standards and of any Incidents.

8. Confidentiality

8.1. In connection with providing services hereunder, each Party shall (and shall use commercially reasonable efforts to ensure that its Affiliates, directors, officers, employees, agents, accountants, legal counsel, subcontractors or other advisors or representatives (collectively, "Representatives") comply with all reasonable policies, procedures and regulations of the other Party relating to confidentiality, continuity of business and computer and network security measures, including data encryption policies and procedures established by the Party when accessing its computer systems.

8.2. Each Party shall, and shall cause its respective Representatives that receive Confidential Material (as defined below) to, keep confidential and shall not make available or disclose any of the other Party's or such other Party's Affiliates' information or

material (including information or material that might reasonably be considered confidential, secret, sensitive, proprietary or private, or that is otherwise subject to confidentiality obligations to third parties) that is or has been (i) disclosed or made available by such disclosing Party or its Affiliates under or in connection with this Agreement, whether in oral, electronic, written, tangible, intangible or any other form, or (ii) learned, acquired, or generated by such Party in connection with this Agreement (collectively, “Confidential Material”), in each case, to any Person (other than as expressly permitted pursuant to the terms of this Agreement), nor shall such Party or its respective Representatives that receive Confidential Material make or permit any use of such Confidential Material without the prior written consent of the disclosing Party. Notwithstanding the foregoing, Confidential Material may be disclosed on an as-needed basis to Representatives of the receiving Party as necessary for the purpose of fulfilling the receiving Party’s obligations under this Agreement. Each Party shall take all reasonable steps necessary to ensure that any such Confidential Material received by such Party or its Representatives in accordance with this Section 8.2 is, subject to this Section 8.2, treated as confidential by such Persons and held in strict confidence, with at least the same degree of care such Party applies to its own most sensitive confidential information being given to the Confidential Material, and shall require any Person to whom any such Confidential Material is disclosed as permitted hereunder to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the Confidential Material than those imposed upon such Party under this Agreement. Each Party shall be responsible for any breach of this Article 8 by any of its Representatives that receive Confidential Material.

8.3. The provisions of Article 8 shall not apply to any Confidential Material which: (i) is or becomes commonly known within the public domain other than by breach of this Agreement or by breach of another agreement; (ii) is obtained from a third party who is lawfully authorized to disclose such information free from any obligation of confidentiality; (iii) is independently developed without reference to any Confidential Material; (iv) is disclosed or used with the prior written approval of the disclosing Party; or (v) is disclosed by the receiving Party in response to a legal mandate (e.g., a subpoena or court order), after the receiving Party promptly notifies the disclosing Party (to the extent permitted by applicable law) and provides a reasonable opportunity to the disclosing Party to oppose such mandate (to the extent permitted by applicable law).

8.4. Each Party shall, at the request of the disclosing Party or upon termination or expiration of this Agreement, as soon as practicable and (with respect to destruction) except as required to be maintained to comply with provisions of the Purchase Agreement or applicable law, at the disclosing Party’s option, (i) return to the disclosing Party originals and all copies of all Confidential Material of such disclosing Party in a tangible form (and electronically), or (ii) destroy all originals and copies thereof and all notes, extracts or summaries based thereon. Each Party shall, at the disclosing Party’s request, confirm compliance with this Section 8.4 in a writing signed by one of such Party’s authorized officers.

8.5. The confidentiality and nondisclosure obligations of this Article 8 shall survive the termination or expiration of this Agreement.

9. Miscellaneous

9.1. Entire Agreement; Assignment. This Agreement and the Purchase Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties or any of their respective Affiliates with respect to the subject matter hereof. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Sellers or Purchaser, as applicable, such consents not to be unreasonably withheld, conditioned, or delayed; provided that Purchaser may assign (or grant a security interest in) this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the Sellers, to any creditor or agent for the creditors under any credit facility or other debt financing entered into by Purchaser (or any of its Affiliates) on or after the date hereof. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the Parties and the name of a Party appearing herein will be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement.

9.2. Compliance with Laws. Each of the Sellers and Purchaser each represent and warrant that it will perform, request and utilize, as the case may be, the Transition Services in compliance with all applicable laws.

9.3. Relationship between the Parties. The Sellers' relationship with Purchaser hereunder shall be solely that of independent contractors, and there is no agency, joint venture, partnership, or any other relationship between the Parties. The Sellers shall be solely responsible for all salary and other compensation, employment, payroll and other benefits of and liabilities (including all payroll taxes and the cost of workers' compensation and unemployment compensation insurance) owed to, and compliance with immigration and visa laws and requirements in respect of, their respective personnel assigned to perform services hereunder. In performing their respective duties hereunder, all personnel engaged in providing Transition Services shall be under the direction, control and supervision of the Sellers, and the Sellers shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such personnel. The employees of the Sellers engaged in providing Transition Services to Purchaser shall not, by virtue thereof, become employees of Purchaser.

9.4. Intellectual Property; Data Ownership. The Parties hereby acknowledge and agree that, as between the Parties, any and all intellectual property and other properties and assets owned or licensed by any Party hereunder shall remain at all times the sole and exclusive property and assets of such Party; provided that nothing herein shall create, grant or imply to any Party any licenses under any trademark, patent, industrial design or copyright or any other intellectual property right in respect of any intellectual property of the other Party or its Affiliates. No Party or any of its Affiliates will otherwise gain, by virtue of this Agreement, any rights of ownership or use for any patents, industrial designs, copyrights, trade secrets, trademarks or any other intellectual property rights owned by the other Party or its Affiliates.

9.5. Data Transmission. On or prior to the last day of the term for which each of the applicable Transition Services is provided, the Sellers shall, and shall cause the Service

Providers and any other Person working on its or their behalf to, cooperate to support the transfer to Purchaser (or its designee) of any data or information that is collected, processed, generated, calculated, derived or stored by, or transmitted to, the Sellers or the Service Providers or any third parties providing Transition Services pursuant to or in connection with this Agreement within such time periods and in the format as the Parties may reasonably agree; provided, however, that, to the extent any such data or information relates to both the Business and to the Sellers' enterprises unrelated to the Business and is not separable such that only the portion of such data or information related to the Business can be transferred to Purchaser, the Sellers shall only be required to deliver a copy of such data or information to Purchaser.

9.6. Notices. All communications to be made under this Agreement shall be made in writing and in accordance with Section 10.2 of the Purchase Agreement.

9.7. Cooperation. The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Transition Services hereunder and to mitigate problems should they arise. The Sellers may substitute any of their Service Providers to provide a Transition Service; provided, in each case, any additional cost to Purchaser for a Transition Service caused by, relating to or arising out of any such substitution shall be borne by the Sellers for such Transition Service. To the extent that any Transition Service is provided or received by an Affiliate of a Party, such Party shall cause (and be liable for) its Affiliates to comply with the terms and conditions of this Agreement relating to the provision and receipt of such Transition Service, including providing necessary information and documentation, as if such Affiliate or successor were a "Party" under this Agreement.

9.8. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

9.9. Consent to Jurisdiction and Venue. THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE, SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND OF THE DOCUMENTS REFERRED TO IN THIS AGREEMENT, AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREIN, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT HEREOF OR THEREOF OR OF ANY SUCH DOCUMENT, THAT IT IS NOT SUBJECT THERETO OR THAT SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT THE VENUE THEREOF MAY NOT BE APPROPRIATE OR CONVENIENT OR THAT THIS AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH A DELAWARE STATE OR FEDERAL COURT. THE PARTIES

HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE.

9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

9.11. Descriptive Headings, Interpretation. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be considered to be jointly drafted by the Parties, and no rule of strict construction shall be applied against any Party.

9.12. Schedules. All Schedules to this Agreement are hereby incorporated herein and made a part hereof.

9.13. Survival. The provisions of this Agreement which by their nature survive termination of this Agreement (including, without limitation, Articles 2, 5, 8 and 9) shall survive and remain in effect following the termination of this Agreement for any reason whatsoever.

9.14. 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 and 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. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9.15. Amendment; Waiver. No provision of this Agreement may be amended, supplemented or modified except by a written instrument signed by all of the Parties hereto. Either Purchaser, on the one hand, or either of the Sellers, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the Sellers or Purchaser, as applicable, that have not been performed or satisfied in accordance with the terms hereof, (ii) waive any inaccuracies in the representations and warranties of the Sellers or Purchaser, as applicable, contained herein or in any document delivered by the Sellers or Purchaser, as applicable, pursuant hereto, or (iii) waive compliance with any of the agreements or conditions of the Sellers or Purchaser, as applicable, contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party or Parties to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other

term or condition, of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

9.16. Force Majeure. Neither Seller shall be responsible for failure to perform its respective obligations hereunder due to force majeure, which shall include, but not be limited to, fires, floods, riots, strikes, labor disputes, freight embargoes or transportation delays (not caused by such Seller), or acts of God or of the public enemy; provided that the Seller claiming that its failure to perform was caused by force majeure shall give written notice to Purchaser as soon as reasonably practicable and use commercially reasonable efforts to cure the failure to perform as soon as possible. The Parties expressly acknowledge that force majeure events do not include the non-performance of subcontractors or third-party suppliers of the non-performing Seller, unless such failure or non-performance by a subcontractor or third-party supplier is itself caused by a force majeure event. Any interruption of business caused by such force majeure shall not, however, invalidate this Agreement or the Parties' respective obligations.

9.17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original and both of which will constitute together the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which will be binding when received by the parties hereto.

9.18. No Third-Party Beneficiaries. This Agreement is intended to benefit the Parties hereto, and except as specifically set forth herein, there shall be no third-party beneficiaries of this Agreement, including, but not limited to, employees, creditors, customers or suppliers of the Parties.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Closing Date.

SELLERS:

APTEAN, INC.

By: _____

Name: _____

Title: _____

YALETOWN ACQUIROR S.À R.L.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Closing Date.

PURCHASER:

MOOSE BUYER, LLC

By: _____

Name: _____

Title: _____

Schedule 1

Transition Services

See attached.

Transition Services Agreement - Schedules (Aptean)

To the extent necessary, Sellers will assist with the performance of the following day one activities to enable Sellers to provide the Transition

- Segregate Business financial data from Sellers' financial data to allow recording of ongoing transactions in separate company codes.
- Establish required linkages and feeds between Sellers' IT applications, systems and processes and Company Group systems. Establish appropriate security protocols.
- Based on the buyers guidance we will establish interim month-end / quarter-end close procedures / systems, including based on direction We anticipate providing full accounting feeds every month from our intact system but do not anticipate granting you full access to our system
- Assist in establishing and / or transferring bank accounts
- Support establishment of employee benefit and payroll programs to ensure no lapse in coverage for employees. The Buyer needs to establish
- Establish any required infrastructure, processes and systems required to allow the Business to continue operating during the Term
- Collaborate with Purchaser on disposition of key shared contracts, including separating key shared contracts or obtaining necessary consent
- Collaborate with Purchaser prior to the transaction closing date to plan for the separation activities
- Use best efforts to complete all required activities to enable Sellers to perform the Transition Services listed herein without disruption to operations

n Services to Purchaser and its Affiliates during the Term.

separate access and implementation of

from the Buyer, recording transactions such as creating new entities and recording purchase accounting transactions. □
ams and data outside of Moose.

blish long term plans, for the interim will be provided through the TSA.

ents from third parties to continue use of shared contracts.

erations at the Closing

DRAFT - Aptean Corporate Services

Service Name	Description of Service
Accounts Payable	<p>Processing and payment of invoices and all related activities such as vendor management</p> <p>Reimburse Service Provider on a monthly basis for all accounts</p> <p>Process and pay any employee T&E</p> <p>Recording of monthly accruals for expenses to be paid in future months</p> <p>Process credit applications for new and existing customers</p> <p>Collection of outstanding AR</p> <p>Reporting of AR balances (Weekly summary and month end reporting with GL balancing)</p> <p>Dispute resolution and investigations</p> <p>Interface AR module activity to GL</p> <p>Provide knowledge of historical Revenue/Billing activity and balances beyond the separation date as needed</p> <p>Processing customer invoicing, and posting financial entries for sales transactions</p> <p>Conduct cash applications</p> <p>Implement a wrong company payments process for payments made to Seller and not the Company Group</p> <p>Entering customer billing adjustments in Accounting system, ensuring approvals are obtained</p> <p>Preparing Accruals for 3rd party charges</p> <p>Customer account reconciliations</p> <p>Monthly billing validation and variance analysis</p> <p>Month end report</p> <p>Printing & mailing daily/monthly invoices and statements</p> <p>Ad-hoc reporting on customer activity</p> <p>Access to billing data</p> <p>Assist with knowledge transfer of historical revenue recognition policies</p> <p>Assist with VSOE study if needed</p> <p>Provide guidance on ASC606 if needed</p> <p>Opportunity ad quote approval as required</p> <p>Day-to-day banking and accounting functions in the ordinary course consistent with past practices</p> <p>Deposit of payments (considerations, need new EFT details, ability to process credit cards, check scanners/stamps, deposit sheets, process to potentially walk payments to bank facility or arrange delivery etc.)</p> <p>AP, currently processed through shared bank account and reconciliation/clearing of checks is in automated process</p> <p>Perform month-end, quarter-end financial close</p> <p>Provide balance sheet, income statement, cash flow statement, trial balance reports and information for disclosures for the business performance, before the application of purchase accounting.</p> <p>Provide Interim CFO and FP&A support as required, will support forecasting and management reporting consultative services</p> <p>Make commercially reasonable efforts to provide interim financial statements for the Business for the most recently completed financial quarter</p> <p>Provide TB of monthly accounting activity to buyer</p> <p>record monthly accruals, depreciation and pre-paid amortization as required</p> <p>Royalty calculations & payment submissions</p> <p>Provide monthly balance sheet reconciliations including deferred revenue and other material asset and liability accounts</p> <p>Accounting and transition for Fixed Assets</p> <p>Knowledge / data coordination (e.g. Tax support, audit support, etc.)</p> <p>Prepare and remit sales tax/GST/HST/VAT returns</p> <p>Provide support for federal and state returns</p> <p>If requested, provide payroll processing for all countries, including payroll validation, processing of social remittances, wage garnishments, payroll reporting, processing of benefit payroll deductions as applicable.</p> <p>provide guidance for payroll administration, especially for international employees, and ADP / other access for complete payroll Processing</p> <p>seller shall complete any filings as required by government provisions and law for any employees who exit the organization and are hired by Buyer</p> <p>seller will provide end of year T4/W2s for these employees and will be responsible for any corporate filings and audits that includes payroll information and withholdings for impacted employees.</p>
Accounts Receivable - Credits and Collections	<p>Buyer will provide payroll services to seller employees in Canada</p> <p>Provide support for any pre-closing period carve-out and statutory audits. Audits may include multiple year-end periods, quarterly periods and the closing balance sheet.</p> <p>Provide software fulfillment and proof of delivery</p> <p>Record proof of delivery in seller's CRM software</p>
Accounts Receivable - Billing	
Revenue Accounting	
Treasury / Banking	
Financial Statements / Reporting	
General Accounting Services	
Tax Services Support	
Payroll - ADP (NA) / Other (International) - Aptean to provide	
Payroll - City (Canada) - Moose to provide	
Audit / Fulfillment	

DRAFT - Aptean Corporate Services

Services Terms	Description of Services
Servers (Non-hosting) transition	<ul style="list-style-type: none"> Assistance to migrate data & applications stored on seller servers, including transition support and access to data and applications during transfer Assistance to transfer ownership of all maintenance & support agreements for servers, databases, applications & licensing, to buyer, including transition support and access to data and applications during transfer Assistance in transferring ownership of all backup tapes and off-site storage, including agreements and contracts with 3rd party providers, including transition support and access to backup tapes during transfer Transfer seller Mobile Data & Applications stored on seller Servers to buyer servers, including transition support and access to data and applications during transfer Prior to transferring data and applications to buyer servers, maintain service levels of 99.9% uptime for service which Vendor is in control Changes & testing where necessary, from seller to buyer
Network transition	<ul style="list-style-type: none"> Network connectivity Network Security Restricted remote access DNS Services Mail Relay services SSL Certificates
Security	<ul style="list-style-type: none"> Operation & maintenance of hardware, firewalls, web filtering, or other security systems Assistance to migrate seller data & other information stored on seller servers & backup facilities, including transition support and access to data and information during transfer Assistance to transfer ownership of storage, licensing, maintenance, support and other agreements and contracts from seller to Buyer Assistance in transition of email from seller to Buyer (email forwarding, backup, etc.)
Storage	<ul style="list-style-type: none"> Assistance with the transfer of PRI or other external connections Assistance to migrate all Smartphones, tablets, wireless or mobile devices, and data related contracts support and user Hardware (laptops, monitors, peripherals) and software
Email transfer	<ul style="list-style-type: none"> Assistance in transitioning end user support to Buyer Assistance to transfer ownership of any general office licensing & other software provided by seller to buyer Assistance to identify, transition, & extract data from applications provided by seller to buyer – e.g., Data Analytics Assistance in moving or migrating SSL certificates, DNS names and IP Space if required
Telecom - Office Phone	<ul style="list-style-type: none"> Assistance to migrate data & applications stored on seller cloud, including transition support and access to data on seller cloud during transfer Assistance to transfer ownership of all maintenance & support agreements for cloud services, to buyer Assistance in transferring ownership of all backup tapes and off-site storage, including agreements and contracts with 3rd party providers Prior to transferring data and applications to buyer cloud, maintain service levels of 99.9% uptime for services which Vendor is in control
Telecom - Mobile Phone	<ul style="list-style-type: none"> Assistance to migrate data & applications stored on seller cloud, including transition support and access to data on seller cloud during transfer Assistance to transfer ownership of all maintenance & support agreements for cloud services, to buyer Assistance in transferring ownership of all backup tapes and off-site storage, including agreements and contracts with 3rd party providers Prior to transferring data and applications to buyer cloud, maintain service levels of 99.9% uptime for services which Vendor is in control
End User Support	<ul style="list-style-type: none"> Assistance to migrate data & applications stored on seller cloud, including transition support and access to data on seller cloud during transfer Assistance to transfer ownership of all maintenance & support agreements for cloud services, to buyer Assistance in transferring ownership of all backup tapes and off-site storage, including agreements and contracts with 3rd party providers Prior to transferring data and applications to buyer cloud, maintain service levels of 99.9% uptime for services which Vendor is in control
General IT & BS Services	<ul style="list-style-type: none"> Assistance to migrate data & applications stored on seller cloud, including transition support and access to data on seller cloud during transfer Assistance to transfer ownership of all maintenance & support agreements for cloud services, to buyer Assistance in transferring ownership of all backup tapes and off-site storage, including agreements and contracts with 3rd party providers Prior to transferring data and applications to buyer cloud, maintain service levels of 99.9% uptime for services which Vendor is in control
Hosting / SaaS Services transition	<ul style="list-style-type: none"> Assistance to migrate data & applications stored on seller cloud, including transition support and access to data on seller cloud during transfer Assistance to transfer ownership of all maintenance & support agreements for cloud services, to buyer Assistance in transferring ownership of all backup tapes and off-site storage, including agreements and contracts with 3rd party providers Prior to transferring data and applications to buyer cloud, maintain service levels of 99.9% uptime for services which Vendor is in control
Interim Contract Review	<ul style="list-style-type: none"> Provide legal assistance for in-flight deals, contract review provide access to contracts stored in Proton / Insider for Business continuity
Access to Contracts Database	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Real Estate / Rent / Lease	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
TSA / Sublet portion of the Bangaluru facility	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Requested services billed on monthly basis	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Facility Operations	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Member Audit Management	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Perimeter Security Management (IPS/Firewall/IDP)	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Application Security (Application Vulnerability and Penetration Testing)	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
ADP (HRIS) Support only	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Health and Welfare Benefits Continuation and Administration	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Employee onboarding and offboarding	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer
Employee File Transition	<ul style="list-style-type: none"> Facilities/Operations Management, including building management (including satellite offices), real estate planning services and communication with various vendors (e.g. landlord, etc.) Assistance in transitioning lease / rent agreements to Buyer

DRAFT - Aptean Corporate Services

Service Name	Description of Service
Commission Processing	<ul style="list-style-type: none"> - Perform commission processing - provide sales commission Reporting to Buyer
Interim Sales Training / Enablement	<ul style="list-style-type: none"> - provide access to commission calculation software. (Exactly) to the Buyer - provide sales training and enablement to newly hired sales people during the transition to Buyer
Lead tracking and transition	<ul style="list-style-type: none"> - provide inbound leads that come in to seller web assets to the Buyer - Assistance to transfer ownership, contracts and agreements, of web assets, from seller to buyer
Website transition	<ul style="list-style-type: none"> - License of non-transferable domain names to ensure redirection of web traffic - The parties to discuss in good faith transfer of applicable domain names
Maintenance	<ul style="list-style-type: none"> - provide interim quoting for renewals
maintenance renewal quoting	

DRAFT - Aptean Corporate Systems

System Category	Description of System
Cloud Hosting Services	AWS
Hosting Subscription	AWS
Employee Tools	
All Employees	RingCentral (Voice, Web Conference, Chat)
All Employees	Box (File Storage)
All Employees	Office365 (Email, Office tools)
All Employees	Kaspersky (Anti-virus)
All Employees	Aplivity (Intranet)
All Employees	Amex (Travel)
All Employees	OpenAir (Employee Travel & Expenses)
All Employees	ADP - Workforce (HRIS)
All Employees	CornerStore (Performance Management)
All Employees	Ping Identity (Identity and Access Management)
All Employees	Proofpoint (Security)
All Employees	Sorlan (Information Archiving)
HR and Legal Systems	
HR Systems	HireBridge (Recruiting)
HR Systems	ApteanU (LMS)
HR Systems	BambooHR (Time Tracking in Canada)
Legal / Sales systems	DocuSign (Online document signing)
Infrastructure: Servers/Networks	
Hardware	[PCs/Computers/Laptops]
CRM: Sales / Professional Services Tools	
Sales Systems	Pivotal (CRM - for Sales usage)
Sales Systems	BigMachines (CPO)
Sales Systems	Xactly (Incentive Compensation)
Analytics	QlikView (Analytics - Document User)
Analytics	QlikView (Analytics - Named CAL)
PS Systems	OpenAir (PS Automation Services billing)
Support	
Support Systems	Pivotal (CRM - for Support usage)
Support Systems	Knova (Knowledge Management)
Support Systems	Connect / Knowledge (Customer Portal)
Engineering	
Engineering Systems	TFS (Engineering IDE)

DRAFT - Aptean Corporate Systems

System Category	Description of System
Engineering Systems	MSDN (Microsoft Developer Network Access)
Engineering Systems	Ahal (Product Management)
Website	[Moose Website]
Marketing	
Marketing Systems	Marketo (Marketing Automation)
Accounting & Finance	
Finance Systems	Intacct (Financial ERP - Full Use / Admin)
Finance Systems	Intacct (Financial ERP - Light Use)
Finance Systems	Intacct (Financial ERP - Procurement Module)
Finance Systems	Intacct (Financial ERP - Entity)
Finance Systems	Blackline (Reconciliation and Close Management)
Finance Systems	Basware (AP Automation)
Finance Systems	FRP (Financial Reporting)
Finance Systems	TAXWARE
Finance Systems	IBM (Reporting, Budgeting & Forecasting - Read Only)
Finance Systems	IBM (Reporting, Budgeting & Forecasting - Write Access)
Finance Systems	Pivotal (CRM - for Accounting usage)
Finance Systems	ADP (Payroll)
Other General Software	
Some Employees	Smartsheet (Online Spreadsheet, Project Management)

DRAFT - Aptean Corporate Data

Data Category	Description of Data
Lead to Cash	
Customers	All customers (accounts / companies)
Contracts	All contracts
Addresses	All addresses (Bill-to, Ship-to)
Products	All products (SKUs), Organic or 3rd party
Pricing	All pricing for the products
Assets	SKU, Company, Term Dates (Start, End), Annual Recurring Revenue
Opportunities	All current active opportunities
Leads	All current active leads
Contracts	All signed contracts with customers
PS Projects	All active professional services projects
Fulfillment	All fulfillment instructions for the products
Customer Support	
Open Tickets	All current open support tickets
Historical Tickets	2 years of historical support tickets
Knowledge Articles	All knowledge articles (KCS) for the products
Finance & Accounting	
Bank Accounts	Balances, bank statements, banking contacts and bank reconciliations
Account Receivable	Current accounts receivable by customer, amount, revenue type
AR Aging	Account receivable by customer, amount and invoice age
Allowance for bad debt	Detail by customer and amount
Prepaid assets	Detail by Vendor and term
Fixed Assets	Listing of assets – gross and accumulated balances, terms, type (computer, leasehold, furniture...)
Intangible assets	Listing of assets with terms
Accounts Payable	Current detail by Vendor
Accrued Liabilities	Current listing by Vendor
Accrued Bonus	Current listing by employee
Accrued Commissions	Current listing by employee
Accrued Payroll	Current listing by employee
Sales tax payable	Current listing by employee
Deferred by revenue	Amounts owed by state/province
Chart of Accounts	Listings by Customer, revenue type, term and amount
Trial Balance	Listing of all accounts
General Ledger	Latest month end and quarter end closing balances
Customer listing	Latest month end detailed general ledger
Headcount/Census	List of current customers
Entity Chart	List of employees by entity, department
Inter-company	Chart/listing of all entities and relationships
Credit Cards	Reconciliation of the balances and agreements
	List of corporate cards, employees

DRAFT - Aplean Corporate Data

Data Category	Description of Data
Infrastructure: Servers - Networks	
Employees	All Employee IT Data Including Emails
Networking gear	Itemized inventory of networking equipment
Networking	Information about subnets exist to plan network integrations
Physical Servers	Itemized inventory of physical servers
Printers	Itemized inventory of Printers
Software and Services	Itemized inventory of Software and/or services for Licensing
Telephone Equipment	Itemized inventory of Telephony Including Soft Phones, Voip and Traditional Digital sets
Virtual Servers	Itemized inventory of Virtual Servers
Workstations	Itemized inventory of Laptops and Workstations
Domains and DNS	Itemized inventory of Domains, DNS Records Particularly for MX, DNS Servers and Name Servers
File Shares	Itemized inventory of File Shares, Locations, UNC Paths and Access Rights
Office Connectivity	Itemized inventory of Speeds, Technologies and Providers for access to the Internet
Mobile Phones	Itemized inventory of Mobile phones that are both corporate owned and expensed
Cloud Hosting Services	
Hosting Environments	Itemized list of all hosting environments
Contracts	Contracts with Hosting vendors
Tools	Itemized list of all tools used with hosting
Facilities	
Offices	List of all offices
Services	List of all services used in these offices
Contracts	All lease contracts for the offices
Human Resources	
Employees	List of all employees and HR related data
Benefits	List of all benefits that employees receive
Marketing	
Web assets	List of all web assets
Collateral	All collateral (marketing material, brochures, etc.)
Active campaigns	List of all active campaigns
Marketo data	All marketo related data
R&D	

Exhibit G
Form of Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT dated as of [●], 2018 (together with the Schedules attached hereto, this “Agreement”), is made by and among Aptean, Inc., a Delaware corporation (“Aptean”), Yaletown Acquiror S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 19 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under registration number B 168.013 (“Yaletown” and, together with Aptean, the “Sellers”), and Moose Buyer, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, the Sellers, Buyer and the other signatories thereto have entered into a Securities Purchase Agreement, dated as of July 4, 2018 (the “Purchase Agreement”) pursuant to which the Sellers agreed to sell to Buyer, and Buyer agreed to purchase from the Sellers, the Purchased Securities;

WHEREAS, under the terms and conditions set forth in the Purchase Agreement, the Seller has agreed to sell, convey, assign, transfer and deliver to Buyer all right, title and interest in and to all of the Intellectual Property used primarily in connection to the Business to the extent owned by any of the Sellers or any of their Affiliates, the Marks or the Aptean PS Domains and Social Media Accounts or such other Intellectual Property rights listed on Exhibit A; and

WHEREAS, the Sellers and Buyer have agreed to enter into this Agreement, the execution and delivery of which is required by Section 2.3(a)(xi) of the Purchase Agreement and is a condition of consummating the transactions contemplated under the Purchase Agreement.

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

ARTICLE I DEFINITIONS

Section 1.1 *Definitions*. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings assigned to such terms in the Purchase Agreement.

ARTICLE II INTELLECTUAL PROPERTY ASSIGNMENT

Section 2.1 *Intellectual Property Assignment*. The Sellers, on behalf of themselves and each of their Affiliates, hereby irrevocably and unconditionally sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby acquires from the Sellers, all right, title and interest in and to: (i) all Intellectual Property disclosed on Exhibit A of this Agreement, and (ii) all the Intellectual Property that is used primarily in the operation of the Business, in each case of (i) and (ii) to the extent owned by one of the Sellers or one of their Affiliates as of the Closing, excluding the Intellectual Property rights listed on Exhibit B of this Agreement, together with all rights to collect

royalties, products and proceeds in connection with any of the foregoing, all rights to sue and bring other claims for, and recover damages in connection with, past, present and future infringement, misappropriation or other violation thereof and all other claims relating to any such Intellectual Property (regardless of whether arising prior to, as of, or after the date hereof or known or unknown), and all associated rights in, to or under any of the foregoing in any jurisdiction throughout the world, whether now or hereafter existing (collectively, the “Assigned IP”), in each case, free and clear of any and all liens, licenses, options, rights of first refusal or other contingent rights and any other rights or encumbrances.

Section 2.2 *Recordation*. Each of the parties hereto hereby authorizes and requests the United States Patent & Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) (each, an “IP Office/Registrar”) to record, at the Buyer’s sole cost and expense, Buyer as the owner of the issued, registered or applied for Assigned IP. The Sellers hereby acknowledge and agree that Buyer (and, for clarity, any of its successors or assigns) shall have the right to record, at the Buyer’s sole cost and expense, this Agreement, and/or any short-form intellectual property assignment agreement, with all applicable IP Office/Registrar(s) so as to record and perfect the assignment, and its ownership of, the applicable Assigned IP.

Section 2.3 *Further Assurances*. From time to time after the Effective Date, at the sole cost and expense of Buyer or any of its Affiliates (or any of its or their respective successor or assigns), the Sellers shall, and shall cause its respective Affiliates to, take or cause to be taken such actions, as may be reasonably requested by Buyer or any of its Affiliates (or any of its or their respective successors or assigns) to carry out the purposes of this Agreement (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney and/or other agreements or documentation as may be reasonably required) and as may be reasonably requested by Buyer or any of its Affiliates (or any of its or their respective successors or assigns) to confirm, effect, record, perfect, register, patent or maintain, protect and enforce the rights assigned herein.

ARTICLE III INTELLECTUAL PROPERTY LICENSE

Section 3.1 *License to Buyer and its Affiliates*. Effective as of the Closing and subject to the terms and conditions of this Agreement, Seller hereby grants, on behalf of itself and its Affiliates, to Buyer and its Affiliates a non-exclusive, perpetual, fully paid-up, irrevocable, sublicenseable, and royalty-free license to use, reproduce, modify, adapt, and enhance all Intellectual Property owned by Seller or any of its Affiliates, including the right to create derivative works thereof, to the extent such Intellectual Property was used in the Business or currently under development for use in the Buyer’s or its Affiliates’ business (the “Licensed IP”). The license granted in the immediately preceding sentence is granted solely for purposes of operating the Business as currently conducted, as currently contemplated to be conducted, and any natural evolutions or derivations thereof. Such license shall be transferable by Buyer, its Affiliates, and their successors or assigns in connection with any subsequent sale of the Business, either in whole or in part, and shall survive the termination or expiration of this Agreement.

Section 3.2 *License to Seller and its Affiliates.* Effective as of the Closing Date and subject to terms and conditions of this Agreement, Buyer hereby grants, on behalf of itself and its Affiliates, to Seller a non-exclusive, perpetual, fully paid-up, irrevocable, sublicenseable, and royalty-free license to use, reproduce, modify, adapt, and enhance all Assigned IP, including the right to create derivative works thereof. The license granted in the immediately preceding sentence is granted solely for purposes of operating the Seller's business as currently conducted, as currently contemplated to be conducted, and any natural evolutions or derivations thereof. Such license shall be transferable by Seller, its Affiliates, and their successors or assigns in connection with any subsequent sale of its business, either in whole or in part, and shall survive the termination or expiration of this Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.1 *Entire Agreement.* This Agreement, including the Exhibits attached hereto, together with the documents referenced herein (including the Purchase Agreement), constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

Section 4.2 *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Each party (and its successors and assigns) may freely assign this Agreement.

Section 4.3 *Amendment; Waivers.* The parties may mutually amend or waive any provision of this Agreement at any time. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement contained herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or the exercise of any other right.

Section 4.4 *Notices.* All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (with written proof of delivery), by email transmission (so long as a copy is sent by prepaid overnight courier following such email transmission) or by certified or registered mail (return receipt requested and first class postage prepaid), in each case to the applicable address and intended recipient set forth in Section 9.2 of the Purchase Agreement.

Section 4.5 *Counterparts; Facsimile Signatures.* This Agreement may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

Section 4.6 *Severability*. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 4.7 *Governing Law*. This Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 4.8 *Submission to Jurisdiction*. Any action or proceeding arising under this Agreement shall be subject to Section 9.8 of the Purchase Agreement.

Section 4.9 *Performance*. Each party hereto shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Affiliate of such party.

Section 4.10 *Relationship of Parties*. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the parties. The parties hereto agree that the Sellers will be considered an independent contractor in the performance of this Agreement.

Section 4.11 *Construction*. This Agreement shall be construed as if jointly drafted by the parties hereto and no rule of construction or strict interpretation shall be applied against either party. The headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement. Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this Agreement: (a) "either" and "or" are not exclusive; (b) "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (c) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if"; (d) definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (e) references to a contract or agreement mean such contract or agreement as amended or otherwise supplemented or modified from time to time; (f) references to a person or entity are also to its permitted successors and assigns; (g) unless stated otherwise herein, references to an "Section," or "Exhibit" refer to an Section or Exhibit to this Agreement; and (h) references to a federal, state, local or foreign statute or Law include any rules, regulations and delegated legislation issued thereunder. No summary of this Agreement prepared by either party shall affect the meaning or interpretation of this Agreement.

[Signature page follows]

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

APTEAN, INC.

By: _____
Name:
Title:

YALETOWN ACQUIROR S.À R.L

By: _____
Name:
Title:

[BUYER]

By: _____
Name:
Title:

Exhibit A

The Payment Gateway, i.e., common payment technology that was developed jointly comprised of software code that enables site developers to place a "Pay Now" button on their site and take payment requests. Payment requests are associated with transaction types on the system which are configured to calculate transaction fees as a percentage or fixed amount and presented as either a separate or blended total. Transaction fees are paid to the Business and the payment balance is then deposited into the client merchant account. The solution currently has interfaces to Stripe and PayPal using their white labeling solutions, as such, enabling a site to act as a front end for most existing payment vendors.

Exhibit B

Excluded Intellectual Property Rights

Marks
Aptean PS Domains
Social Media Accounts

Exhibit H
Form of Business Transfer Agreement

BUSINESS TRANSFER AGREEMENT

BY AND AMONG

APMSE SOFTWARE SERVICES PRIVATE LIMITED

(“ACQUIRER”)

AND

APTEAN INDIA PRIVATE LIMITED

(“COMPANY”)

DATED

[●], 2018

Exhibits

Exhibit A	Transferred Assets
Exhibit B	Form of Employment Offer
Exhibit C	Form of Delivery Memo
Exhibit D	List of Transferred Employees
Exhibit E	Company CP Satisfaction Notice
Exhibit F	Disclosure Schedule

BUSINESS TRANSFER AGREEMENT¹²

This BUSINESS TRANSFER AGREEMENT (“**Agreement**”) is made and entered into on this [●] day of [●], 2018 (“**Execution Date**”),

BETWEEN

APMSE SOFTWARE SERVICES PRIVATE LIMITED, a private limited company incorporated and existing under the laws of India, bearing corporate identification number: [●] and having its registered office at [●] (hereinafter referred to as “**Acquirer**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its permissible assigns and successors in business) of the FIRST PART;

AND

APTEAN INDIA PRIVATE LIMITED, a private limited company incorporated and existing under the laws of India, bearing corporate identification number: [●] and having its registered office at Golden Heights, 8th Floor (Level 5) No 1/2, 59th C Cross Road, 4th M Block, Rajajinagar, Bangalore - 560010 (hereinafter referred to as “**Company**” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its permissible assigns and successors in business) of the SECOND PART;

Acquirer and Company shall be individually referred to as a “**Party**” and collectively as the “**Parties**”, as the context may so require.

RECITAL: Subject to the terms and conditions set forth herein, the Company desires to sell, convey, transfer, assign and deliver to the Acquirer, and the Acquirer desires to purchase and acquire from the Company, free and clear of all Liens, all of the Company’s right, title and interest in and to the Business (including the Transferred Assets, Transferred Employees and the Transferred Liabilities) on a slump sale basis as a going concern in accordance with Section 2(42) C read with Section 50 B of the Income Tax Act, 1961 (the “**Acquisition**”).

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), intending to be legally bound hereby, the Parties agree as follows:

1. AGREEMENT TO PURCHASE & SELL BUSINESS

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement and in consideration of the Purchase Price, at the Closing, the Company shall sell, convey, transfer, assign and deliver to Acquirer, and Acquirer shall purchase and acquire from the Company on a slump sale basis as a

¹ **NTD:** Agreement to be stamped in accordance with the Applicable Law. Calculation of the stamp duty amount to be determined. All the placeholders to be inserted prior to execution.

² **NTD:** The Company expects to transfer the following liabilities: (i) the Company gratuity plan and (ii) operating liabilities that will go with Moose India employees. With respect to the foregoing, the exact amount and further details will be inserted prior to execution of the Agreement; provided, however that the parties hereto shall provide drafts of all documents to effect such transfers prepared in connection with this Agreement for Buyer’s review and comment and all such documentation and any material decisions made with respect thereto shall be subject to the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed) in accordance with Section 4.14 of the SPA.

going concern, free and clear of all Liens, all of the Company's right, title and interest in and to the Business (including the Transferred Assets, the Transferred Employees and Transferred Liabilities). Transferred Assets means the assets to be purchased by the Acquirer, more particularly described in **Exhibit A**.

- 1.2 Limited Assumption of Liabilities. The Company shall transfer the Business to the Acquirer on the Closing Date on a slump basis as a going concern, free and clear of all Liens and all Liabilities (excluding Transferred Liabilities), and notwithstanding any other provision of this Agreement or any other writing to the contrary, and regardless of any information disclosed to Acquirer, the Acquirer shall not, by virtue of the purchase of the Business, assume or become responsible for any Liabilities (other than the Transferred Liabilities), Taxes or contracts of the Company or any other Person of any kind, character or description, whether accrued, absolute, contingent or otherwise, including any liability for employee benefits or compensation (including any amounts payable to or in respect of any Transferred Employees who do not take up employment with the Acquirer). It is understood that the Acquirer is expressly disclaiming any express or implied assumption of any Liabilities (other than Transferred Liabilities).

2. CONDUCT PRIOR TO THE CLOSING DATE

- 2.1. Conduct of the Business. During the period from the Execution Date of this Agreement and continuing until the earlier of the termination of this Agreement and the Closing ("**Standstill Period**"), the Company agrees (unless the Company is required to take such action pursuant to this Agreement or Acquirer shall give its prior written consent) to carry on the Business in the usual, regular and ordinary course consistent with past practice, to pay its Liabilities and Taxes consistent with the Company's past practices (and in any event when due), to pay or perform other obligations, when due, consistent with the Company's past practices (other than Liabilities, Taxes and other obligations, if any, contested in good faith through appropriate proceedings), and, to the extent consistent with such Business, to use all commercially reasonable efforts and institute all policies required to preserve intact its present business organization, keep available the services of its present officers and preserve its relationships with the employees, customers, suppliers, distributors, licensors, licensees, independent contractors and other Persons having business dealings with the Business, all with the express purpose and intent of preserving unimpaired the goodwill and ongoing business of the Business at the Closing Date. Notwithstanding the foregoing, the Company shall not be prohibited from pursuing or consummating any reorganization involving the Company, its assets or employees that is currently contemplated, provided that, such reorganization shall not result in the transfer or sale of any Transferred Assets, Transferred Employees or Transferred Liabilities, except as otherwise contemplated herein.
- 2.2. During the Standstill Period, the Company shall not create any lien, encumbrance in respect of the Business (or a part thereof) or otherwise enter into any discussions, arrangements or agreements in relation thereto.
- 2.3. The Company shall give prompt notice to Acquirer, and Acquirer shall give prompt notice to the Company, of (a) the occurrence or non-occurrence of any event, the occurrence or non-occurrence of which is likely to cause any representation or warranty of the Company or Acquirer, respectively, contained in this Agreement to be untrue or inaccurate or incomplete during the Standstill Period; and (b) any failure of the Company or Acquirer, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 2.3 shall not limit or otherwise affect any remedies available to the Party receiving such notice.

3. CONDITIONS TO THE CLOSING

3.1. Conditions to Effect the Closing

The obligations of the Acquirer to effect the Acquisition shall be subject to the fulfillment of, by the Company, the conditions set out in Section 2 and this Section 3, to the satisfaction of the Acquirer, at or prior to the Closing of the following conditions:

- (a) Governmental and Regulatory Approvals. Approvals (*if any*) from any Governmental or Regulatory Authority necessary for consummation of the transactions contemplated hereby shall have been timely obtained on terms and conditions acceptable to the Acquirer.
- (b) No Injunctions or Regulatory Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction or Governmental or Regulatory Authority or other legal or regulatory restraint or prohibition preventing the consummation of the Acquisition shall be in effect; nor shall there be any action taken, or any Law or Order enacted, entered, enforced or deemed applicable to the Acquisition or the other transactions contemplated by the terms of this Agreement that would prohibit the consummation of the Acquisition or which would permit consummation of the Acquisition only if certain divestitures were made or if Acquirer were to agree to limitations on its business activities or operations.
- (c) Board Approval. The Acquisition shall have been approved and adopted by the requisite vote of the board of directors of the Company.
- (d) Income tax certificate. The Company shall have obtained a certificate from the auditor of the Company or any chartered accountant with respect to the requirement under Section 281 of the Income-tax Act, 1961, in respect of transfer of the Business to the Acquirer and provided a copy of such certificate to the Acquirer.
- (e) Representations and Warranties. Except as provided in the Disclosure Schedule provided by the Company, the representations and warranties of the Company contained as set out in Section 5 shall be true, accurate and complete in all respects as of the date of this Agreement and shall be true, accurate and complete in all respects as of the Closing Date as if made on and as of the Closing Date (other than representations and warranties which by their express terms are made solely as of a specified earlier date, which shall be accurate as of such specified earlier date).
- (f) Performance. The Company shall have performed and complied with in all material respects each agreement, covenant and obligation required by this Agreement to be so performed or complied with by the Company on or before the Closing Date.
- (g) Third Party Consents. Acquirer shall have been furnished with evidence satisfactory to it that the Company has obtained, from the concerned Person all consents, Approvals and waivers required for the Acquisition, if any, and that all such consents, Approvals and waivers are in full force and effect.
- (h) Legal Proceedings. No Governmental or Regulatory Authority shall have notified either Party to this Agreement that such Governmental or Regulatory Authority intends to

commence proceedings to restrain or prohibit the Acquisition or force rescission of the Agreement, unless such Governmental or Regulatory Authority shall have withdrawn such notice and abandoned any such proceedings prior to the Closing Date.

- (i) Leased Premises. The Company shall have executed and registered a deed with the Acquirer for the sub-lease with effect from Closing Date of the Leased Premises, with due intimation to the landlord thereof (“**Sub-lease Deed**”).
- 3.2. Fulfilment of the Conditions Precedent and Waiver. The Company shall fulfil each of the Conditions Precedent required to be fulfilled by them under Section 3.1 above, to the satisfaction of the Acquirer. The Acquirer may waive all or any of such conditions required to be fulfilled by the other in whole or in part or postpone the performance of a condition precedent beyond the Closing Date, in its sole discretion, in writing.
- 3.3. Intimation of fulfilment of the conditions precedent. Upon the completion of the conditions to be fulfilled by the Company, the Company shall furnish to the Acquirer, a notice in writing indicating compliance with the conditions required to be fulfilled by the Company (the “**Company CP Satisfaction Notice**”) in the form set out in **Exhibit E**. The Company CP Satisfaction Notice shall be accompanied by documentary proof evidencing compliance with the conditions by the Company.

4. CLOSING

- 4.1. Purchase Price; Payment of Purchase Price. Subject to the terms and conditions set forth in this Agreement, the aggregate consideration for the Business as a going concern shall be INR [●]/- (Rupees [●] only) as on the Closing Date (the “**Purchase Price**”).
- 4.2. Closing. The consummation of the purchase and sale of the Business in accordance with this Agreement (the “**Closing**”) shall take place within [●]³ Business Days of all of the conditions precedent to Closing hereunder having been satisfied or waived (in writing), or at such other date, time and place as the Company and Acquirer shall mutually agree upon. The date of the Closing shall be referred to as the “**Closing Date**.” The Company and Acquirer hereby agree to deliver at the Closing such documents, certificates of officers and other instruments as are set forth in Section 4.3 hereunder and as may reasonably be required to effect the transfer by the Company of the Business pursuant to and as contemplated by this Agreement and to consummate the Acquisition. All events set out in Section 4.3. which shall occur at the Closing shall be deemed to occur simultaneously and unless all such actions have occurred, Closing shall not be deemed to have occurred.
- 4.3. On the Closing Date,
 - 4.3.1. the Company shall:
 - (a) execute and deliver a Delivery Memo substantially in the form set forth in **Exhibit C**.
 - (b) handover the quiet and peaceful, actual/ physical possession of the Leased Premises to the Acquirer as recorded under the Sub-lease Deed.

³ **NTD:** The parties expect to close the transaction at substantially simultaneously with the closing of the transactions contemplated in the SPA.

- (c) provide the Acquirer all Books and Records substantially pertaining to the Business as of the Closing Date whether by physical or electronic possession, as the case may be.
 - (d) execute and deliver all other instruments and documents required on the Company's part to effectuate and consummate the transactions contemplated hereby in a form and substance reasonably satisfactory to Acquirer and its counsel.
 - (e) execute and deliver a closing certificate confirming that all the conditions to Closing as set out in the Company CP Satisfaction Notice continue to be true and correct as of the Closing Date.
- 4.3.2. the Acquirer shall remit the Purchase Price to the Company, by wire transfer, and the Company shall deliver the following to the Acquirer.
- 4.4. With effect from Closing: (a) the Company shall have no rights, title and/or interest whatsoever in respect of the Business, (b) all rights title and/or interest in the Business shall vest with the Acquirer, and (c) the Company shall have not claims against the Acquirer in any manner whatsoever (whether under Law, contract, tort and/or equity) in respect of the Business, and hereby unconditionally and absolutely waives all such claims, if any.

4.5. Transfer Taxes

The Acquirer and the Company shall each be responsible for the payment of half of any sales, use, transfer, or similar taxes or arising out of or in connection with the Acquisition and the Agreement. For the sake of clarity, the term 'transfer taxes' does not include taxes payable on income derived by the Company or Acquirer for such taxes, for which the respective Parties shall be liable.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

- 5.1. Subject to the exceptions set forth in the Disclosure Schedule as set out in Exhibit F, the Company hereby represents and warrants to the Acquirer that the representations and warranties are complete, true, correct and accurate and as of the Execution Date:

5.1.1. Organization and Qualification.

The Company is a company duly organized, validly existing and in good standing under the Laws of India, and has full corporate power and authority to conduct its business as now conducted and as currently proposed to be conducted.

5.1.2. Authority Relative to this Agreement

The Company has full corporate power and authority to execute and deliver this Agreement and the other agreements which are attached (or forms of which are attached) as exhibits hereto or otherwise contemplated hereunder (the "**Ancillary Agreements**") to which the Company is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and the Ancillary Agreements to which the Company is a party, and the consummation by the Company of the transactions contemplated hereby and thereby, and the performance by the Company of its obligations hereunder and thereunder, have been duly and validly authorized by

all necessary action by the board of directors and/or the shareholders of the Company, and no other action on the part of the board of directors of the Company or by any officer, director or equity holder is required to authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements to which the Company is a party and the consummation by the Company of the transactions contemplated hereby and thereby. This Agreement and the Ancillary Agreements to which the Company is a party have been or will be, as applicable, duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery hereof (and, in the case of the Ancillary Agreements to which Acquirer is a party, thereof) by Acquirer, each constitutes or will constitute, as applicable, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws relating to the enforcement of creditors' rights generally and by general principles of equity.

5.1.3. No Conflict with Other Instruments.

The execution, delivery and performance of this Agreement (a) will not result in any violation of, conflict with, constitute a breach, violation or default (with or without notice or lapse of time, or both) under (i) any provision of the Company's memorandum of association and the articles of association, or (ii) any material agreement, contract, understanding, note, mortgage, indenture, lease, franchise, license, permit or other instrument relating to the Business, or (b) conflict with or result in any breach or violation of any Law applicable to the Business.

5.1.4. No Undisclosed Liabilities

Except as reflected or reserved against in the Company Financials (including the notes thereto) for the year ending March 31, 2017 ("**Latest Company Financials**"), there are no Liabilities of, relating to or affecting the Business or the Company, other than Liabilities incurred in the ordinary course of business consistent with past practice and in accordance with the provisions of this Agreement which, individually and in the aggregate, are not material to the Business or condition, financial or otherwise, of the Company, and are not for tort or for breach of contract. From the date of the Latest Company Financials, the Business has been carried on in the ordinary and usual course consistent with past practice, without any interruption or alteration in its nature, scope or manner, and so as to maintain the same as a going concern. The Transferred Liabilities do not exceed [●].

5.1.5. Real Property.

The Company does not own any immovable property which would be a Transferred Asset.

5.1.6. Valid Title

The Company has good, marketable, clear and valid rights, title to the Transferred Assets, free and clear of any Liens except (a) with respect to Liens securing obligations reflected in the Latest Company Financials, (b) (i) statutory liens for Taxes or other payments that are not yet due and payable; (ii) statutory liens in favor of employees, workmen, and others employed by the Company, to secure claims for labor, materials or supplies and other like liens irrespective of payments not yet due and payable; and (c) such imperfections of title and Liens, if any, which do not materially impair the continued use of the Transferred Assets subject thereto or affected thereby, or otherwise materially impair business operations at such properties.

5.1.7. Transferred Employees.

- (a) A complete and accurate list setting forth all employees, officers, directors, contractors and consultants who are employed by or performing services for or on behalf of the Business as of the date hereof is provided in **Exhibit D** (such persons being the “**Transferred Employee(s)**”). The completion of the transactions contemplated by this Agreement will not result in any payment or increased payment becoming due to any current or former officer, director, or employee of, or contractor (including but not limited to the Transferred Employees), or consultant to, the Business.
- (b) No Transferred Employee:
 - (i) has given or received notice terminating his or her employment or engagement or altering its terms, and no such person will be entitled as a result of the entering into of this Agreement and the sale of the Business to Acquirer to give notice of termination or to claim any payment or benefit or to treat himself as being released from any obligation; or
 - (ii) is currently on paid or unpaid leave which (as of the Execution Date) the person has been on such leave for more than 14 consecutive days; or
 - (iii) is currently on sabbatical or other approved leave in excess of 30 days.
- (c) The Company has not entered into any agreement or given any assurance (whether legally binding or not) regarding any future variation in any contract of employment or other agreement in respect of any of the Transferred Employees or any agreement imposing an obligation on the Company or the Acquirer to increase the basis and/or rates of remuneration or payment and/or the provision of other benefits to or on behalf of its directors, employees, consultants or contractors of the Business at any future date.
- (d) The Company has not made any loans to or entered into any credit transaction with any of its directors or any employee or officer of the Business which has not been reflected in the Latest Company Financials.
- (e) The Company has complied in all respects with all applicable labor Laws. All contributions/payments required to be made by Law or the terms of arrangements with the Transferred Employees, and all premiums due or payable with respect to insurance policies or other contracts, for any period through the Closing Date, have been timely made or paid in full. All returns, reports and filings required by any Governmental or Regulatory Authority or which must be furnished to any Person and pursuant to the provisions of any Law, have been duly filed or furnished in accordance with Law.
- (f) The aggregate amount that is payable by the Company in relation to the Transferred Employees (a) as premium to fund its liability under the Payment of Gratuity Act, 1972 is INR [●]/- (Rupees [●] only) as per the actuarial valuation prepared by _____ (b) towards the unavailed leave is INR [●]/- (Rupees [●] only).
- (g) The Company has not received written, oral notice of, and, to the Knowledge of the Company, there are no, pending investigations by any Governmental or Regulatory Authority with respect to, or pending termination proceedings or other claims (except

claims for benefits payable in the normal operation of the Plans), suits or proceedings against or involving any Plan or asserting any rights or claims to benefits under, any Plan.

- (h) No collective bargaining agreements or union contracts are binding on the Company with respect to the Business as of the Closing Date. As of the date hereof, none of the Company's employees with respect to the Business are employed by any other employer.
- (i) The Company has neither initiated nor are there any disciplinary/legal proceedings pending against any of the Transferred Employees
- (j) All accrued costs or pensions, holidays, overtime and bonuses accrued up to the Closing Date are set out in the Latest Company Financials.
- (k) There are no employee stock option plans, phantom stock rights or any similar rights with respect to the Company.

5.1.8. Compliance, Licenses and Consents.

- (a) The Company has maintained and is in compliance in all material respects with the terms of all public approvals, permissions, authorizations and/or licenses required to be obtained by it in connection with the conduct of the Business, and none of such approvals, permissions, authorizations and/or licenses have not been performed.
- (b) The Business is in compliance in all material respects with all applicable Laws and no claim has been made by any public authority that the Business is non-compliance and to the Knowledge of the Company, there exists no ground for any such claim. The Company has not (i) committed nor is it liable for, and no claim has been made that it has committed or is liable for, any criminal or illegal act, or (ii) received notice that it is in breach of any obligation or duty whether imposed by or pursuant to Law.

5.1.9. Approvals. The Company has obtained all material Approvals from Governmental or Regulatory Authorities necessary to conduct the Business in the manner as it is currently being conducted and there has been no written notice received by the Company of any material violation or material non-compliance with any such Approvals.

5.1.10. Tax.

To the best of Company's Knowledge, there has not arisen any obligation or liability which is pending or current that would effect the transfer of Business under the provisions of Section 281 of the Income Tax Act, 1961, specifically with respect to the Transferred Assets.

5.1.11. Absence of Litigation.

No litigation, arbitration, investigations, administrative, or criminal proceedings by or against the Company are pending or, to the Company's Knowledge, threatened against the Business. To the Company's Knowledge, there are no facts or circumstances which will give rise to any litigation, arbitration, investigations, administrative or criminal proceedings against the Business.

The Company is not subject to any Order, judgment, injunction or other judicial or arbitral decision or award which in any material respect restricts the Business's present or future business.

5.1.12. Insurance Coverage

The Company has made available to Acquirer true, correct and complete copies of all policies of insurance of the Company issued at the request or for the benefit of the Business. The Company presently maintains insurance coverage in relation to its Business in the ordinary course of business which is in line with the standards prevalent in the industry of which the Company is party and various contracts to which the Company is party to. Such policies are and will be outstanding and duly in force on the Closing Date and, unless the Acquirer determines otherwise after the Closing, at least one month following the Closing Date. There are no circumstances that will (i) lead to a claim against such insurance or (ii) lead to any such insurance being revoked, violated or not renewed in the ordinary course.

5.1.13. Solvency.

- (a) The Company has never, at any time, (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against it, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of its assets or (iv) admitted in writing its inability to pay its debts as they become due.
- (b) The Company is not now insolvent, nor will the Company be rendered insolvent by any of the transactions contemplated by this Agreement.

5.1.14. Disclosure.

No representation or warranty made by the Company contained in this Agreement, and no statement contained in the Disclosure Schedule or in any certificate, list or other writing furnished to Acquirer pursuant to any provision of this Agreement (including the Company Financials and the notes thereto) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein or therein, in the light of the circumstances under which they were made, not misleading. The Company has provided Acquirer with all of the Contracts and Licenses heretofore requested on behalf of Acquirer in writing, and all other material information concerning the Business in the possession, custody or control of the Company.

5.1.15. Transferred Assets.

The Company has a good, valid and marketable title to or otherwise has the legal and enforceable right to use the Transferred Assets, as the case may be, free and clear of all Encumbrances and all such Transferred Assets are suitable for the purposes for which they are presently being used. The Transferred Assets are in good working condition and are repaired and regularly maintained in accordance with the standard industry practice. No person other than the Company has any right, claim or interest in the Transferred Assets.

5.1.16. Financials

The Latest Company Financials are true, correct and give a fair view of the assets and liabilities of the Business and have been prepared in accordance with Law and in accordance with GAAP. As on the Closing Date, the Company does not have any other liability in relation to the Business (whether actual, contingent, unquantified or disputed) or outstanding commitment which is not fully disclosed or fully provided for in the Latest Company Financials.

- 5.2. The Company shall use reasonable endeavors to procure that no actions are performed or action omitted by it, which would result in any of its respective representations and warranties being breached or misleading in any aspect.
- 5.3. A disclosure in the Disclosure Schedule shall constitute an exception to the Company's representations and warranties against which it is made by specific reference. A disclosure in the Disclosure Schedule against any Company's representation and warranty shall not act as an implied disclosure against any other Company's representation and warranty unless apparent on its face. It is hereby clarified that no representations and warranties set out under Sections 5.1.1, 5.1.2, 5.1.3, 5.1.6 and 5.1.13 shall be limited or restricted or otherwise qualified or limited by the matters in the Disclosure Schedule.
- 5.4. The Company acknowledges that the Acquirer has entered into this Agreement materially in reliance upon the Company's representations and warranties hereunder being complete, true, correct and accurate as on the Execution Date and the Closing Date and nothing contained in the representations and warranties herein shall be misleading or designed to create an inaccurate or false picture as on the Execution Date or as on the Closing Date.

6. REPRESENTATIONS AND WARRANTIES OF ACQUIRER

Acquirer hereby represents and warrants as follows:

6.1. Organization

Acquirer is a company duly incorporated, validly existing and in good standing under the laws of India and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

6.2. Authority

Acquirer has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the performance by Acquirer of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Acquirer. This Agreement is a valid and binding obligation of Acquirer.

6.3. No Conflict with Other Instruments

The execution, delivery and performance of this Agreement (a) will not result in any violation of, conflict with, constitute a breach, violation or default (with or without notice or lapse of time, or both) under (i) any provision of Acquirer's memorandum of association and/or articles of association, or (ii) any material agreement, contract, understanding, note, mortgage, indenture, lease, franchise, license, permit or other instrument to which Acquirer is a party or by which the properties or assets of Acquirer is bound, or (b) to the knowledge of Acquirer after reasonable inquiry, conflict with or result in any breach or violation of any Law, judgment, decree, order, rule or governmental regulation applicable to Acquirer or its properties or assets, except, in the case of sections (a)(ii) and (b) for any of the foregoing that would not, individually or in the aggregate, have a material adverse effect on Acquirer, taken as a whole.

6.4. Governmental Consents

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental or Regulatory Authority is required by or with respect to Acquirer in connection with the execution and delivery of this Agreement by Acquirer or the consummation by Acquirer of the transactions contemplated hereby, save and except as required for the purposes of the Sub-lease Deed.

7. **ADDITIONAL AGREEMENTS**

7.1. Access to Information.

During the Standstill Period or the termination of this Agreement, upon reasonable notice, the Company shall (a) give Acquirer and its officers, employees, accountants, counsel, financing sources and other agents and representatives reasonable access to all buildings, offices, and other facilities and to all Books and Records of the Company, whether located on the premises of the Company or at another location; (b) permit Acquirer to make such inspections as it may require; (c) cause its officers to furnish Acquirer such financial, operating, technical and product data and other information with respect to the Business as Acquirer from time to time may request, including financial statements and schedules; and (d) allow Acquirer the opportunity to interview such employees and other personnel and Affiliates of the Company with the Company's prior written consent, which consent shall not be unreasonably withheld or delayed; *provided, however*, that no investigation pursuant to this Section 7.1 shall affect or be deemed to modify any representation or warranty made by the Company herein. Materials furnished to Acquirer pursuant to this Section 7.1 may be used by Acquirer solely for strategic planning purposes relating to accomplishing the transactions contemplated hereby.

7.2. Confidentiality. All information furnished to Acquirer and its officers, directors, employees, shareholders, attorneys, accountants, investment advisors, agents, representatives, Affiliates or Associates (collectively, "**Representatives**") and all information furnished to the Company by Acquirer and its Representatives, in relation to the Acquisition shall be kept confidential and shall not be disclosed to any third Party. Furthermore, without limiting the foregoing, each of the Parties hereto hereby agrees to keep the subject matter of, and the terms and conditions of, this Agreement (except to the extent contemplated hereby) and such information or knowledge obtained in any investigation pursuant to Section 7.2, or pursuant to the negotiation and execution of this Agreement or the effectuation of the transactions contemplated hereby, confidential; *provided, however*, that the foregoing shall not apply to information or knowledge which (a) a Party can demonstrate was already lawfully in its possession prior to the disclosure thereof by the other Party, (b) is generally known to the public and did not become so known through any violation of Law, (c) became known to the public through no fault of such Party, (d) is later lawfully acquired by such Party without confidentiality restrictions from other sources not bound by applicable confidentiality restrictions, (e) is required to be disclosed by Law by order of court or Governmental or Regulatory Authority with subpoena powers (provided that such Party shall have provided the other Party with prior notice of such disclosure and an opportunity to object or seek a protective order and take any other available action), (f) which is disclosed in the course of any action or proceeding between any of the Parties hereto, or (g) is disclosed by a Party to its Representatives on a 'need to know' basis, provided such Representative is subject to the same confidentiality obligations as stipulated hereunder.

7.3. Approvals.

- (a) The Company shall obtain all Approvals from Governmental or Regulatory Authorities or under any agreements as may be required in connection with the Acquisition (all of which Approvals are set forth in the Disclosure Schedule) so as to preserve all rights of and benefits to the Company thereunder and Acquirer shall provide the Company with such assistance and information as is reasonably required to obtain such Approvals.
- (b) Notwithstanding anything to the contrary contained in Section 7.2 or elsewhere in this Agreement, the Acquirer shall not have any obligation under this Agreement to (i) divest or agree to divest, in order to consummate the Acquisition, any of its businesses, product lines, assets, or capital stock or to take or agree to take any other action or agree to any limitation or restriction on any of its businesses, product lines, assets, or capital stock, or (ii) litigate or participate in the litigation of any suit, claim, action, investigation or proceeding, whether judicial or administrative, brought by any Governmental or Regulatory Authority (A) challenging or seeking to restrain or prohibit the consummation of the Acquisition or any of the other transactions contemplated by this Agreement, or seeking to obtain from Acquirer any damages in relation therewith; (B) seeking to prohibit or limit in any respect, or place any conditions on, the ownership or operation by the Company, Acquirer or any of their respective affiliates of all or any portion of the business or assets or any product of the Company or Acquirer or to require any such person to dispose of, license (whether pursuant to an exclusive or nonexclusive license) or hold separate all or any portion of the business or assets or any product of the Company or Acquirer, in each case as a result of or in connection with the Acquisition or any of the other transactions contemplated by this Agreement; or (C) seeking to (1) directly or indirectly prohibit Acquirer or any of its Affiliates from effectively controlling in any respect any of the business or operations of the Company or (2) directly or indirectly prevent the Company from operating any of their business in substantially the same manner as operated by the Company immediately prior to the date of this Agreement.

7.4. Transfer of Employees.

- (a) The transfer of the Employees of the Company to the Acquirer shall be made in such a manner that Employees' services would not be interrupted, employment terms would be no less favorable, and their employment would be considered continuous for certain all statutory benefits. Any outstanding salary or other payments due to the Employee from the Company by virtue of employment with the Company until the Closing Date, shall be payable to the Transferred Employees by the Company on or before the Closing Date. The gratuity that Transferred Employees would be entitled to receive from the Acquirer, when due, would be paid after taking into consideration the duration of Transferred Employees' continuous employment with Company. For expenses Transferred Employees duly incurred as per Company reimbursement policies but not claimed, or those that Transferred Employees claimed but have not been paid yet, would still be reimbursed by the Company on or before the Closing Date. Any accrued but unpaid bonus to which Employee may be entitled during his/her employment with the Company will be paid by the Company on or before the Closing Date. However, Company shall be required to pay its statutory bonus under Payment of Bonus Act, 1965 as part of the eligible Transferred Employees total compensation as payable to eligible Transferred Employees up to the Closing Date. Company acknowledges that the Acquirer shall not assume any responsibility or liability of the Company towards the Employee except as expressly provided herein or as mutually agreed by the Parties in writing.

- (b) If, at any point of time, the Company had registered itself and the Transferred Employees under the Employee Provident Fund and Miscellaneous Provisions Act, 1952, (“**EPF Act**”) or the Employee State Insurance Act, 1948, then the Company shall have made all contributions and complied with all requirements under the said statutes with respect to the Transferred Employees for the period until the Closing Date. If applicable, both parties agree to coordinate with each other for transfer of Transferred Employees’ accumulated balances with authorities under the EPF Act in accordance with statutory process. Subject to applicable Law, subsequent to the Closing Date, as reasonably requested by the Acquirer, the Company agrees to provide promptly to the Acquirer any information or copies of Employee records (including addresses, dates of birth, dates of hire and dependent information, details on leaves, work position, pay, duration of continuous employment, expenses, pending reimbursement and amounts of accrued bonus with calculations thereof, etc.) relating to the Transferred Employees employment with the Company in order to enable the Acquirer to comply with its contractual and statutory obligations with respect to the Transferred Employees. Company and Acquirer shall each cooperate with the other and shall provide to the other such documentation, information and assistance as is reasonably necessary to effect the provisions of this Section 7.4.
- (c) The Company shall provide complete and accurate details setting forth all the titles positions, dates of hire, regular work location, current salary, compensation and benefits, accrued vacations (if any) of the Transferred Employees prior to Closing.
- (d) The Parties shall work mutually, in good faith, to the transfer of the accrued gratuity amounts in respect of the Transferred Employees to the Acquirer as of the Closing Date.

7.5. Additional Documents and Further Assurances; Cooperation. Each Party hereto, at the request of the other Party hereto, shall execute and deliver such other instruments and do and perform such other acts and things (including all action reasonably necessary to seek and obtain any and all consents, waivers and approvals of any Governmental or Regulatory Authority or Person required in connection with the Acquisition; provided, however, that Acquirer shall not be obligated to consent to any divestitures or operational limitations or activities in connection therewith and shall not be obligated to make a payment of money as a condition to obtaining any such consent, waiver or approval, as obtained by the Company) as may be necessary or desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby. The Company further agrees that in the event it receives any payments from customers related to the Business following the Closing, that it hold such amounts in trust on behalf of the Acquirer and will remit such amounts to Acquirer as soon as possible but in any event within twenty-four (24) hours of the Company receiving such payment. Each Party agrees to use commercially reasonable efforts to cause the conditions set forth in Section 3 to be satisfied, where the satisfaction of such conditions depends on action or forbearance from action by such Party.

7.6. Expenses All fees and expenses incurred in connection with the Acquisition, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

- 7.7. Severance. Any severance payments made or obligated to be made by the Company to Transferred Employees that will not be hired by Acquirer shall be the responsibility of the Company.
- 7.8. Employees. Acquirer or its Affiliates shall offer each of the Transferred Employees employed with Acquirer or an Affiliate, to be effective as of the Closing Date. Such employment will: (a) be subject to and in compliance with Acquirer's applicable policies and procedures, including customary employment background checks and the execution of Acquirer's standard form employee proprietary information and invention assignment agreement, governing employment conduct and performance, (b) have reasonable terms, including the position and salary, which will be determined by Acquirer-(but which shall not be less than the same salary and compensation currently provided to each such Transferred Employee and benefits comparable to those offered to employees of Acquirer in a comparable position in the same location and not less than the benefits that were available to them by virtue of their employment with the Company,(c) be subject to a written authorization being provided by each Transferred Employee to transfer the Transferred Employee's personnel file from Company to Acquirer, and (d) supersede any prior express or implied employment agreements, arrangement or offer letter in effect prior to the Closing Date.
- 7.9. Upon the terms and subject to the conditions set forth in this Agreement, the Company shall use its reasonable best efforts to effectuate the transfer of the Transferred Employees; provided that if any Transferred Employee refuses to accept transfer of such employee's employment to the Acquirer, then the Company shall not be liable under this Agreement.
- 7.10. Entire Consideration. The Acquirer and the Company confirm that the Purchase Price represents the total consideration as Purchase Price for the transfer of the Business as a going concern. The Acquirer and the Company may also enter into separate additional agreement(s)/deed(s) with respect to certain components comprised within the Business solely for the purpose of fulfilling, filing and registration requirements under applicable Law and to that extent, may allocate a part of the Purchase Price to such component of the Business. However, determination and allocation of a value to any asset or liability comprised in the Business for the purpose of payment of stamp duty, registration fees or other similar taxes or fees shall not be regarded as assignment of values to such individual assets or liabilities.
- 7.11. Co-operation. The Company agrees that it will render all necessary co-operation to the Acquirer for (a) obtaining such Approvals from the Governmental or Regulatory Authorities as may be required by Acquirer from time to time; and (b) transferring the accounts relating to statutory contributions to be made by the employers of the Transferred Employees, including but not limited to signing various deeds and documents, making representations before the Governmental or Regulatory Authorities and such other acts as required by the Acquirer.
- 7.12. SPA. The parties hereto shall provide drafts of all documents prepared in connection with this Agreement to Moose Buyer, LLC, a Delaware limited liability company ("**Buyer**"), for review and comment and all such documentation and any material decisions made with respect thereto shall be subject to the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed) in accordance with Section 4.14 of that certain Securities Purchase Agreement, dated as of July 4, 2018, by and among Apteau, Inc., a Delaware corporation ("**Apteau**"), Yaletown Acquiror S.à r.l., a Luxembourg private limited liability company (together with Apteau, the "**Sellers**"), the Sellers' Representative (as defined therein) and Buyer (the "**SPA**").

8. NON-SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS;

8.1. Non-Survival of Representations, Warranties, Covenants and Agreements

The representations, warranties, covenants and agreements (other than those covenants and agreements that by their terms apply or are to be performed in whole or in part on or after the Closing Date) contained in this Agreement or in any document or certificate delivered pursuant hereto shall not survive beyond the Closing Date or termination of this Agreement, shall terminate on the earlier of the Closing Date or the date on which this Agreement is terminated and there shall be no liability in respect thereof, whether such liability has accrued prior to or after the Closing Date, on the part of any party, its affiliates or any of their respective officers, directors, managers, agents or other representative. Nothing provided in this Section 8.1 shall limit any claim with respect to fraud.

9. TERMINATION, AMENDMENT AND WAIVER

9.1. Termination

Except as provided in Section 9.2, this Agreement may be terminated and the Acquisition abandoned at any time prior to the Closing (but not thereafter):

- (a) by mutual agreement of the Company and Acquirer;
- (b) by either Party if: (i) the Closing has not occurred before [●], 2018 (provided, however, that the right to terminate this Agreement under this Section 9.1(b)(i) shall not be available to any Party whose willful failure to fulfill any obligation hereunder has been the cause of, or resulted in, the failure of the Closing to occur on or before such date); (ii) there shall be a final non-appealable order of a court in effect preventing consummation of the Acquisition; or (iii) there shall be any Law applicable to the Acquisition by any Governmental or Regulatory Authority that would make consummation of the Acquisition illegal;
- (c) by Acquirer if: (i) there shall be any action taken, or any Law or Order enacted, promulgated or issued or deemed applicable to the Acquisition, by any Governmental or Regulatory Authority, which would (A) prohibit Acquirer's ownership or operation of all or any portion of the Business or (B) compel Acquirer to dispose of or hold separate all or any portion of the Transferred Assets of the Business as a result of the Acquisition;
- (d) by Acquirer if there has been a breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of the Company and (i) the Company is not using its reasonable efforts to cure such breach, or has not cured such breach within thirty (30) days, after notice of such breach to the Company (*provided, however*, that, no cure period shall be required for a breach which by its nature cannot be cured) and (ii) as a result of such breach any of the conditions set forth in Section 3 or Section 4 or Section 6, as the case may be, would not be satisfied prior to the Closing Date;
- (e) by the Company if it is not in material breach of its representations, warranties, covenants and agreements under this Agreement which are capable of being cured and there has been a breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Acquirer and (i) Acquirer is not using its reasonable efforts to cure such breach, or has not cured such breach within sixty (60) days, after notice of such

breach to Acquirer (provided, however, that no cure period shall be required for a breach which by its nature cannot be cured).

- 9.2. Effect of Termination. Other than as set forth in this Section 9.2, in the event of a valid termination of this Agreement as provided in Section 9.1 this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Acquirer or the Company, or their respective officers, directors or shareholders or Affiliates; provided, however, that each Party shall remain liable for their respective rights and obligations prior to its termination; and provided further that, the provisions of Sections 5 (for the period agreed therein), 6, 7, 8, 9.2, 10.1, 10.2, 10.4, 10.6, 10.7, 10.8, 10.9, 10.11 and the applicable definitions set forth in Section 11 shall remain in full force and effect and survive any termination of this Agreement. Upon termination of this Agreement, Acquirer shall immediately return to the Company (and will not keep in its possession, recreate or deliver to anyone else) all Confidential Information (as defined by the Confidentiality Agreement) provided to Acquirer or which Acquired obtained or gathered in connection with or relating to the Acquisition. Additionally, upon termination of this Agreement, Company shall immediately return to the Acquirer the complete amount of the Purchase Price, if any, paid prior to or on Closing.
- 9.3. Amendment. Except as is otherwise required by applicable Law, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties hereto.
- 9.4. Extension; Waiver. At any time prior to the Closing, Acquirer and the Company may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations of the other Party hereto, (b) waive any inaccuracies in the representations and warranties made to such Party contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements, covenants or conditions for the benefit of such Party contained herein. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

10. MISCELLANEOUS PROVISIONS

- 10.1. Notices. All notices, requests and other communications hereunder must be in writing (which may include electronic mail but shall exclude any short messaging service) and will be deemed to have been duly given only if delivered personally against written receipt or mailed by internationally recognized overnight courier prepaid or email, to the parties at the following addresses or facsimile numbers:

If to Acquirer: c/o Aptean, Inc.
4325 Alexander Drive
Alpharetta, Georgia 30022
Telephone No.: (610) 351-9600
Email: brad.debold@aptean.com
Attn: Brad Debold

If to the Company: c/o Aptean, Inc.
4325 Alexander Drive
Alpharetta, Georgia 30022
Telephone No.: (610) 351-9600
Email: kim.eaton@aptean.com

Attn: Kim Eaton

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Section 10.1, be deemed given upon delivery, and (b) if delivered by overnight courier to the address as provided in this Section 10.1, be deemed given on the earlier of the first Business Day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 10.1); and (c) in the case of email, when the sender of such e-mail has confirmation of the delivery receipt of the e-mail. Any Party from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party hereto.

- 10.2. Entire Agreement. This Agreement and the Exhibits hereto, including the Disclosure Schedule, constitute the entire Agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 10.3. Further Assurances; Post-Closing Cooperation. At any time or from time to time after the Closing, the parties shall execute and deliver to the other Party such other documents and instruments, provide such materials and information and take such other actions as the other Party may reasonably request to consummate the transactions contemplated by this Agreement and otherwise to cause the other Party to fulfill its obligations under this Agreement and the transactions contemplated hereby. Each Party agrees to use commercially reasonable efforts to cause the conditions to its obligations to consummate the Acquisition to be satisfied.
- 10.4. Remedies. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.
- 10.5. Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person.
- 10.6. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.
- 10.7. Governing Law. This Agreement, the Ancillary Agreements and any other closing documents shall be governed by and construed in accordance with the laws of India.
- 10.8. Arbitration.

- (a) Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the rules under the Indian Arbitration and Conciliation Act, 1996. Such arbitration shall be conducted by a sole arbitrator mutually agreed between the Parties. In the event that the Parties are unable to agree on one (1) arbitrator, then the arbitration shall be conducted by an arbitration tribunal composed of three arbitrators, one each to be appointed by each of the Parties and the third to be nominated by the two arbitrators so appointed by the Parties. The place of arbitration shall be Bangalore, India.
- (b) Unless otherwise required by Law, the parties to this Agreement undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Subject to the limitations described in this Section 10.8(b), information covered by the confidentiality undertaking in this Section 10.8(b) may not, in any form, be disclosed by either Party to a third party without the prior written consent of the other Party.

10.9. Headings. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11. Specific Performance. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Except where this Agreement specifically provides for arbitration, it is agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of India, this being in addition to any other remedy to which they are entitled at Law or in equity.

10.12. Stamp Duty. The Acquirer shall be liable to pay the stamp duty on this Agreement as well as any Ancillary Agreements or other documents at the rates applicable as per applicable Laws.

11. DEFINITIONS

11.1. Definitions.

Capitalized terms used and not otherwise defined herein have the meanings set forth in Section 11, as indicated below:

“**Acquirer**” has the meaning as set out in the Preamble of this Agreement.

“**Affiliate**” means, as applied to any Person, (a) any other Person directly or indirectly controlling, controlled by or under common control with, that Person, (b) any other Person that owns or controls (i) ten percent (10%) or more of any class of equity securities of that Person or any of its Affiliates or (ii) ten percent (10%) or more of any class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of that Person or any of its Affiliates, or (c) as to a corporation, each director and officer thereof, and as to a partnership, each general partner thereof, and as to a limited liability company, each

managing member or similarly authorized person thereof (including officers), and as to any other entity, each Person exercising similar authority to those of a director or officer of a corporation. For the purposes of this definition, “control” (including with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities or by contract or otherwise.

“**Agreement**” means this Agreement, including (unless the context otherwise requires) the Exhibits and the Disclosure Schedule and the certificates and instruments delivered in connection herewith, or incorporated by reference, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“**Approval**” means any approval, authorization, consent, permit, qualification or registration, or any waiver of any of the foregoing, required to be obtained from or made with, or any notice, statement or other communication required to be filed with or delivered to, any Governmental or Regulatory Authority or any other Person.

“**Acquisition**” has the meaning as set out in the Recital of this Agreement.

“**Ancillary Agreements**” has the meaning as set out in Section 5.1.2.

“**Associate**” means, with respect to any Person, any corporation or other business organization of which such Person is an executive officer or partner or is the beneficial owner, directly or indirectly, of ten percent (10%) or more of any class of equity securities, any trust or estate in which such Person has a substantial beneficial interest or as to which such Person serves as a trustee or in a similar capacity and any relative or spouse of such Person, or any relative of such spouse, who has the same home as such Person.

“**Books and Records**” means all files, documents, instruments, papers, books and records substantially relating to the Business, Transferred Assets or Transferred Employees, including financial statements, internal reports, Tax Returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, contracts, licenses, customer lists, computer files and programs (including data processing files and records), retrieval programs, operating data and plans and environmental studies and plans.

“**Business**” means collectively, the Transferred Assets, Transferred Liabilities and Transferred Employees.

“**Business Day**” means a day other than Saturday, Sunday or any public holiday on which banks located in [●] or [●] are authorized or obligated to close.

“**Business Intellectual Property**” shall mean any Intellectual Property that (a) is owned by; (b) is licensed to; (c) was developed or created by or for the Business or (d) is used in or necessary for the conduct of the Business as presently or heretofore conducted or as proposed to be conducted, including any Intellectual Property created by any of the Company’s founders, employees, independent contractors or consultants for or on behalf of the Business.

“**Closing**” has the meaning as set in Section 4.2.

“**Closing Date**” has the meaning as set in Section 4.2.

“**Company**” has the meaning as set out in the Preamble of this Agreement.

“**Company CP Satisfaction Notice**” has the meaning as set out in Section 3.3.

“**Contract**” means any legally binding agreement, lease, evidence of Indebtedness, mortgage, indenture, security agreement or other contract or business arrangement (whether written or oral) of the Business. A Plan shall not be considered a Contract.

“**Disclosure Schedule**” means the Schedule [●] by or on behalf of the Company, containing all lists, descriptions, exceptions and other information and materials as are required to be included therein in connection with the representations and warranties made by the Company in Section 5.

“**EPF Act**” has the meaning as set out in sub-section (b) of Section 7.4.

“**Execution Date**” has the meaning as set out in the Preamble of this Agreement.

“**GAAP**” means generally accepted accounting principles in India as applicable to the Company, and as in effect from time to time.

“**Governmental or Regulatory Authority**” means any court, tribunal, arbitrator, authority, agency, bureau, board, commission, department, official or other instrumentality of India.

“**Gross-Up Basis**” means, when used to describe the basis on which the payment of a specified sum is to be made, a basis such that the amount of such payment, after being reduced for the amount of all Taxes imposed on the recipient of such payment as a result of the receipt or accrual of such payment, will equal the specified sum.

“**Indebtedness**” of any Person means all obligations of such Person (a) for borrowed money, (b) evidenced by notes, bonds, debentures or similar instruments, (c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (d) under capital leases or (e) in the nature of guarantees of the obligations described in sections (a) through (d) above of any other Person.

“**Knowledge**” means, as to the Company, the actual knowledge of the employees of the Company’s and includes anything such employees could and/or should have known upon diligent investigation of the Company’s books and records and diligent review and inquiries of the Company’s senior management and employees.

“**Latest Company Financials**” has the meaning set out in Section 5.1.4.

“**Law**” or “**Laws**” means any law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law in India of any Governmental or Regulatory Authority.

“**Leased Premises**” means the office space in Office Level-9 , (which equates to the 6th floor - west wing), admeasuring 5,700 sq. ft, Golden Heights, Muncpal No. 1/2, 59th C cross road, 4th M Block, Rajajinagar, Bengaluru.

“Liabilities” means all Indebtedness, obligations and other liabilities of a Person, whether absolute, accrued, asserted or unasserted, contingent (or based upon any contingency), known or unknown, fixed or otherwise, or whether due or to become due.

“Liens” means any mortgage, pledge, assessment, security interest, lease, lien, easement, license, covenant, condition, restriction, adverse claim, levy, charge, option, equity, adverse claim or restriction or other encumbrance of any kind, or any conditional sale contract, title retention contract or other contract to give any of the foregoing.

“Loss(es)” means any and all damages, fines, fees, Taxes, penalties, deficiencies, losses (including lost profits or diminution in value) and expenses, including interest, reasonable expenses of investigation, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment (such fees and expenses to include all fees and expenses, including fees and expenses of attorneys, incurred in connection with (a) the investigation or defense of any Third Party Claims or (b) asserting or disputing any rights under this Agreement against any Party hereto or otherwise), net of any insurance proceeds actually received (without any adverse effect on the premiums paid for such insurance).

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company or partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

“Plan” means every employee benefit or compensation plan, agreement, policy, program or arrangement covering present or former employees, officers and directors of, and advisors and consultants to, the Business, including but not limited to employee benefit plans, stock purchase, stock option or any other stock-based award, profit sharing, fringe benefit, post-retirement health, health, life, vision and/or dental insurance coverage (including any self-insured arrangement), disability benefit, supplemental unemployment benefit, vacation benefit, change in control, retention, severance, termination pay, bonus and deferred compensation plans, agreements or funding arrangements (collectively, the “Plans”), whether written or oral and whether sponsored, maintained or contributed by the Company

“Purchase Price” has the meaning as set in Section 4.1.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

“Representatives” has the meaning as set out in Section 7.2.

“Standstill Period” has the meaning as set out in Section 2.1.

“Sub-lease Deed” has the meaning as set out in sub-section (i) of Section 3.1.

“Taxes” means all taxes, however denominated, including any interest, penalties or other additions to tax that may become payable in respect thereof, (a) imposed by any federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including but not limited to, income taxes, minimum alternate tax, alternative or add-on minimum tax, good and services, transfer, withholding tax on amounts paid, severance, stamp, capital stock, occupation, property, or similar type tax, premium, custom,

tariffs, duty or any other tax and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which are required to be paid, withheld or collected, (b) any liability for the payment of amounts referred to in (a) as a result of being a member of any affiliated, consolidated, combined or unitary group, or (c) any liability for amounts referred to in (a) or (b) as a result of any obligations to indemnify another person or as a result of being a successor in interest or transferee of another person.

“**Tax Returns**” means all reports, estimates, declarations of estimated tax, information statements and returns required to be filed in connection with any Taxes, including information returns with respect to backup withholding and other payments to third parties.

“**Transferred Assets**” means the assets of the Company set out in Exhibit A.

“**Transferred Liabilities**” means [●]⁴.

⁴ **NTD:** The Company expects to transfer the following liabilities: (i) the Company gratuity plan and (ii) operating liabilities that will go with Moose India employees as well, the exact amount and the details will be inserted prior to execution of the Agreement; provided, however that the parties hereto shall provide drafts of all documents to effect such transfers prepared in connection with this Agreement for Buyer’s review and comment and all such documentation and any material decisions made with respect thereto shall be subject to the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed) in accordance with Section 4.14 of the SPA.

IN WITNESS WHEREOF, Acquirer and the Company have caused this Agreement to be signed by their duly authorized representatives, all as of the date first written above.

[signature pages to be inserted]

EXHIBIT A⁵
TRANSFERRED ASSETS

SI-NO	ASSET	DESCRIPTION	LOCATION	TOTAL
1	SMALL TABLE	Table	CABIN,CAFETERIA,RECEPTION	4
2	FURNITURE	HEIGHT CHAIRS-12 ,BEEN BAGS-05,PUFFS-12, ROUND SOFA (POD) -4	NEAR PANTRY & WORKSTATION	33
3	WORKSTATION	WORK DESKS (1350 MM x 750 MM)	WORKSTATION	63
4	CHAIRS	WORK CHAIRS	WORKSTATION, MEETING ROOMS	77
5	HEIGHT TABLE	FOR CASUAL WORK	NEAR PANTRY	2
6	ROUND TABLE	MEETING ROOM TABLE	MEETING ROOM 02	1
7	EIGHT SEATER TABLE	MEETING ROOM TABLE	MEETING ROOM 01	1
8	BATTERY STAND	BATTERY STAND	UPS ROOM	2
9	UPS	20 KVA	UPS ROOM	2
10	BATTERY		UPS ROOM	64
11	WOODEN STORAGE		NEAR PANTRY,PRINTER,OFF ROOM,	5
12	FIRE DOOR	METAL	UPS ROOM,SERVER ROOM	2
13	GLASS DOOR		MAIN DOOR,CABINS	6
14	FIRE EXTINGUISHER		WORKSTATION AREA	8
15	POT BOX FOR PLANTS	PLANTER BOX	WORKSTATION AREA	24
16	ELECTRIC PANALE		UPS ROOM	2
17	AC	3 TR	WORKSTATION AREA (FOR SERVER AND UPS ROOM)	2
18	SECURITY TABLE		SECURITY TABLE	1
19	SOFA	COMMON AREA	RECEPTION	2
20	LONG LIGHT 58 WATT	COMMON AREA	FLOOR	6
21	ROUND LIGHT 58 WATT	PANTRY		4
22	SPOT LIGHT 2 WATT		SECURITY DESK	3

⁵ NTD: All exhibits and disclosure schedules to be finalized prior to execution.

23	2/2 36 WATT LIGHT		WORKSTATION AREA	47
24	DROP LIGHT		WORKSTATION AREA	48
	IT ASSETS -			
25	DESK PHONE	PSTN With Speaker	6th Floor Security Desk-01, Qty -03 Store	4
26	IP PHONE	SoundPoint IP 450 3-line IP phone with HD Voice.	store	24
27	CONFERENCE PHONE	SoundStation IP 7000 (SIP) conf phone	In Meeting Room Summit	1
28	PRINTER	HP LASER JET 500 MFP-M527	On the Floor	1
29	TV	SAMSUNG 48" LED Full HD Smart	Meeting rooms, common area	3
30	PROJECTOR	DELL 4320	meeting room Summit	1
31	NETWORK SWITCH	CISCO CATALYST 3650 48 Port & ACCESSORIES	In the Hub Room	5
32	WIFI Device	MERAKI MR34 - On the Floor	On the Floor	6

EXHIBIT B
FORM OF EMPLOYMENT OFFER
[to be inserted]

**EXHIBIT C
FORM OF DELIVERY MEMO**

[address]

Date:

Assets Delivered:

S. No.	Description of the Asset	Quantity	Price

By:
Title:
(Authorized Signatory)

Received the above Items in full quantity:

By:
Title:
(Authorized Signatory)

**EXHIBIT D
LIST OF TRANSFERRED EMPLOYEES**

Name	ID	Job Title Description	Hire Date	Location	Salary (USD)	Bonus (USD)	Salary	Bonus	Acceleration or increase in payment as a result of transaction? (Y/N)
Babu Chandranna	001744	Architect, Development	3/4/2004	Bangalore India	53,928	5,393	3,715,610	371,561	N
Jagadeesh Geerla	0LBUR04UU	Lead Engineer, Development	9/6/2016	Bangalore India	21,879	1,750	1,507,471	120,598	N
Likitha Guruswamy	0XWE46AJU	Senior Engineer, QA	4/10/2017	Bangalore India	16,704	1,336	1,150,935	92,075	N
Sudha Rajaram	101556	Manager, R&D Engineer,	1/7/2008	Bangalore India	40,582	4,464	2,796,106	307,572	N
Mahesh Nagaraja	102711	Development Senior	12/16/2013	Bangalore India	12,229	978	842,599	67,408	N
Balaji Chimbili	102735	Engineer, QA Senior	1/6/2014	Bangalore India	19,615	1,569	1,351,468	108,117	N
Priyank Kumar	102809	Engineer, Development	2/24/2014	Bangalore India	14,620	1,170	1,007,287	80,583	N
Anjana Murthy	102839	Engineer, QA Technical	3/17/2014	Bangalore India	10,512	841	724,254	57,940	N
Vignesh Arjunan	17XGET3BE	Writer Customer Success	8/21/2017	Bangalore India	13,131	1,050	904,702	72,376	N
Rohit Rajasuresh	180077	Engineer - CoE, Support Customer Success	5/6/2015	Bangalore India	9,594	767	660,997	52,880	N
Kushal Desai	180113	Engineer - CoE, Support	6/1/2015	Bangalore India	12,550	1,004	864,709	69,177	N
Arun Srinivasa Rao	180162	Lead Engineer, QA	6/11/2015	Bangalore India	18,731	1,498	1,290,564	103,245	N
A V P Bharadwaz	180163	Engineer, Development	6/12/2015	Bangalore India	11,295	904	778,238	62,259	N
Kaustubh Badamkar	180242	Engineer, Development	7/1/2015	Bangalore India	11,800	944	813,032	65,043	N
Rashmi Krishnaiah	180246	Recruiter	9/15/2015	Bangalore India	10,607	849	730,854	58,468	N
Divya Bhadauria	180273	Engineer, Development	7/27/2015	Bangalore India	12,151	972	837,190	66,975	N
Praveen Sheri	180462	Engineer, QA Senior	11/26/2015	Bangalore India	9,784	783	674,149	53,932	N
Prakash Jayaram	2AY3IAZZ3	Engineer, Development	4/9/2018	Bangalore India	23,532	1,883	1,621,329	129,706	N
Apoorva Bolbandi	4QALR5C9O	Business Analyst, R&D Associate	4/10/2017	Bangalore India	13,805	1,104	951,180	76,094	N
Ravi Kumar	5ZAL90TMC	Engineer, Development Senior	9/19/2016	Bangalore India	7,048	564	485,620	38,850	N
Mohan Viswanathan	64PQIWRCH	Engineer, Development	7/17/2017	Bangalore India	22,873	1,830	1,575,932	126,075	N
Neeharika Sharma	6801LHS8T	Engineer, Development	5/2/2017	Bangalore India	11,060	885	762,025	60,962	N
ChinmayaSka nda	7UN9I2N8W	Engineer, QA	4/9/2018	Bangalore India	12,550	1,004	864,709	69,177	N
Ranganath Smriti Gupta	87G3SRQO6	Associate	1/20/2016	Bangalore	7,232	579	498,289	39,863	N

		Engineer, Development		India						
Shriharsha Ganapathy	94O2IMQ85	Manager, R&D	3/8/2018	Bangalore India	50,201	7,530	3,458,827	518,824	N	
Manjunath Rajeev	990WN4TIC	Engineer, QA Lead Engineer, Development	2/23/2018	Bangalore India	12,550	1,004	864,709	69,177	N	
Santosh Patil Brindha	A29GKKXWI	Senior Engineer, QA	2/5/2018	Bangalore India	31,376	2,510	2,161,772	172,942	N	
Balamurugan	B2T36SV78	Engineer, Development	12/4/2017	Bangalore India	17,257	1,381	1,188,975	95,118	N	
Sukrita Bekal Khushboo	BXX9E8UOG	Associate Engineer, QA	9/18/2017	Bangalore India	12,393	991	853,900	68,312	N	
Tawri Gowthami	CNFP1SGT2	Engineer, QA	10/5/2016	Bangalore India	8,071	646	556,116	44,489	N	
Jayakumar	CPWV4TEH0	Engineer, QA Customer Success	2/13/2017	India	9,530	762	656,638	52,531	N	
Dinesh Elangovan	DRGNJGY5N	Engineer - CoE, Support	2/17/2016	Bangalore India	13,460	1,077	927,400	74,192	N	
Shilpa Nagabhusha n	DWMT6W9QK	Engineer, Development	5/23/2016	Bangalore India	10,966	877	755,539	60,443	N	
Manjukiran Shetty	F3ME5XQPP	Engineer, QA Associate	1/2/2017	Bangalore India	11,589	927	798,505	63,880	N	
Dhanila Komalavally	FT3U729NG	Engineer, QA Senior Engineer, Configuration Management	7/3/2017	Bangalore India	5,648	452	389,119	31,130	N	
Gurmesh Kumar	G2XS05CRF	Engineer, Development	2/29/2016	Bangalore India	19,510	1,951	1,344,244	134,424	N	
Tausif Alam Nikilesh	G5ZMH8ODA	Associate Engineer, Development	9/22/2017	Bangalore India	12,393	991	853,900	68,312	N	
Venkatachala Vinodh	G9U41D6HN	Associate Engineer, Development	10/9/2017	Bangalore India	9,413	753	648,532	51,883	N	
Paipalle	GFC3ES5R2	Engineer, QA Associate Technical Writer	1/11/2016	Bangalore India	9,030	722	622,201	49,776	N	
Piyoli Bimal Jaswanth Rokkaiah SridharKumar	GYTQ0C1AF	Senior Engineer, Development	4/3/2017	Bangalore India	8,236	659	567,465	45,397	N	
HECOXG9KC		Business Analyst, R&D	3/8/2018	Bangalore India	23,532	1,883	1,621,329	129,706	N	
Richa Dudeja Sanjay	HJOHNBFD3	Engineer, Development	5/15/2017	Bangalore India	15,649	1,252	1,078,184	86,255	N	
Gandhad Naveen	HN4STFY9U	Engineer, Development	7/17/2017	Bangalore India	13,366	1,069	920,915	73,673	N	
Pavagada	HOMEUTX57	Associate Engineer, Development	9/12/2016	Bangalore India	10,966	877	755,539	60,443	N	
Aurobinda Mohapatra	HTQXE4ZUY	Associate Engineer, Development	7/3/2017	Bangalore India	10,228	818	704,738	56,379	N	
Spoorthy Ravikumar	I1CEM4BQH	Engineer, Development	9/12/2016	Bangalore India	10,718	857	738,461	59,077	N	
Santosh Siddaramanna	IIEEE0K65	Lead Engineer, Development	9/22/2017	Bangalore India	25,853	2,068	1,781,300	142,504	N	
Suresh Kanniyappan	J5LJDQN20	Lead Engineer, Development	1/8/2018	Bangalore India	29,807	2,385	2,053,684	164,295	N	
Shikha Singal Aparna	KL30P109Y	Engineer, QA Business	12/21/2015	Bangalore India	8,581	686	591,218	47,297	N	
DuraiBabu	L7JHD4ZEM	Analyst, R&D	3/5/2018	India	12,550	1,004	864,709	69,177	N	

Divyadeepa Patil	LTV9KBO50	Engineer, QA Associate	4/9/2018	Bangalore India	10,197	816	702,576	56,206	N
Farhan Fyzee Sharath	M8M4XM62L	Engineer, Development	11/2/2017	Bangalore India	8,628	690	594,487	47,559	N
Hariprasad	MG1GA9365	Engineer, Development	10/17/2016	Bangalore India	11,665	933	803,747	64,300	N
Aman Tiwari	NOA7UIDMW	Associate Engineer, Development	6/1/2017	Bangalore India	11,421	914	786,885	62,951	N
Shailesh Prajapati	RS9KFJ5KO	Senior Engineer, Development	9/19/2016	Bangalore India	7,455	596	513,637	41,091	N
Prakasam Sellappan	S8OPM0L78	Manager, R&D	8/23/2017	Bangalore India	65,889	9,883	4,539,722	680,958	N
Pooja NarayanaMurthy	SG31J1B8E	Associate Engineer, QA	10/3/2017	Bangalore India	6,589	527	453,972	36,318	N
Suresh Govindaraj	T7T0X8JVF	Engineer, QA Associate	11/2/2017	Bangalore India	11,766	941	810,665	64,853	N
Nisha Kumari	TT8VSFQWI	Engineer, QA Customer Success Analyst - CoE	2/6/2017	Bangalore India	5,648	452	389,119	31,130	N
Karthik Subramanya	V266CUNUC	Associate Engineer, QA	8/1/2016	Bangalore India	10,634	851	732,682	58,615	N
Keerthi Narayana Prabeen	V6GUGXBNU	Engineer, QA	9/19/2016	Bangalore India	7,534	603	519,106	41,529	N
Sahoo Rashmi	VHP7NDF75	Engineer, QA Associate	9/23/2016	Bangalore India	9,766	781	672,868	53,829	N
Acharya	WK37FPBZQ	Engineer, QA Associate Customer Success Analyst - CoE	2/1/2017	Bangalore India	6,589	527	453,972	36,318	N
Navinder Puri	WKK9B1TCE	Associate Engineer, Development	2/20/2017	Bangalore India	6,589	527	453,972	36,318	N
Devanshi Mishra	WYSMEV01G	Engineer, Development	11/2/2017	Bangalore India	7,844	628	540,443	43,235	N
Gowtham Venkatesan	XI1WPJWWV	Engineer, QA	10/3/2017	Bangalore India	9,099	728	626,914	50,153	N
Tanya Bala Chandana	XRH4AGCNR	Engineer, QA	10/3/2017	Bangalore India	11,766	941	810,665	64,853	N
Powli Gowda	Z7GPA2UHK	Engineer, QA	11/13/2017	Bangalore India	10,197	816	702,576	56,206	N
Rohini Kulkarni	RWYLOYCRV	Engineer, QA	6/18/2018	Bangalore India	10,197	816	702,576	56,206	N
Sowmya Kulkarni	Z87XBU2QX	Engineer, QA	6/11/2018	Bangalore India	10,197	816	702,576	56,206	N
Ganesh Nageshappa	CA9UNLVGQ	Senior Engineer, Development	5/21/2018	Bangalore India	14,119	1,130	972,798	77,824	N
Gayathri Rajendran	BAAPMNE3W	Engineer, QA	6/11/2018	Bangalore India	20,394	1,632	1,405,152	112,412	N
Sankar Panchaksharam	J9WNMWKUG	Senior Business Analyst, R&D	5/21/2018	Bangalore India	25,100	2,008	1,729,418	138,353	N
Arul Venkatachalam	KKXQKDOTC	Lead Engineer, QA	5/21/2018	Bangalore India	32,944	2,636	2,269,861	181,589	N
Hiren Dhinoja	VFO62RIBS	Lead Engineer, Development	5/14/2018	Bangalore India	32,944	2,636	2,269,861	181,589	N

EXHIBIT E

Company CP Satisfaction Notice

[ON THE LETTERHEAD OF THE COMPANY]

[insert date]

To,

APMSE Software Services Private Limited

[insert address]

Dear Sirs,

Re: Business Transfer Agreement dated _____, 2018 (the “Agreement”) executed between APMSE Software Services Private Limited (the “Acquirer”) and Aptean India Private Limited (the “Company”)

We refer to the Agreement. All capitalized terms used but not defined in this certificate shall have the respective meanings assigned to them under the Agreement.

Pursuant to Section 3.3 of the Agreement, we hereby declare, state and confirm that all the conditions to Closing specified in Section 3 of the Agreement have been satisfied on or before the date hereof and continue to be satisfied on the date hereof.

We hereby confirm that we have provided each of the employees with an offer letter on terms substantially similar to those currently in effect.

The confirmation contained in this certificate shall be binding on us and our representatives and successors.

The documents in relation to satisfaction of the Conditions Precedent are enclosed herewith.

Yours sincerely,

For Aptean India Private Limited

Authorized Signatory

EXHIBIT F
Disclosure Schedule⁶

⁶ NTD: To be inserted prior to execution of the Agreement.

Exhibit C

Member Consent of Moose Buyer, LLC

[See Attached.]

**MOOSE BUYER, LLC
CONSENT IN LIEU OF A SPECIAL
MEETING OF THE SOLE MEMBER**

August 31, 2018

The undersigned, being the sole member of Moose Buyer, LLC, a Delaware limited liability company (the "Company"), in lieu of holding a special meeting of the sole member of the Company (the "Member"), hereby takes the following actions and adopts the following resolutions by unanimous written consent pursuant to the Company's limited liability company agreement (the "LLC Agreement") and Section 18-404 of the Delaware Limited Liability Company Act (the "Act"):

REMOVAL OF MANAGERS

RESOLVED, pursuant to the authority granted to the Member under the LLC Agreement, the Member hereby removes all managers of the Company, effective as of the date hereof.

ELECTION OF MANAGERS

RESOLVED, that the following individuals are hereby elected as managers of the Company, to serve until their respective successors are duly elected and qualified or until their earlier resignation or removal:

Simon Angove
Brad Surminsky

RATIFICATION OF MANAGERS

RESOLVED, that the Member hereby reaffirms that the individuals listed below constitute all of the members of the board of managers of the Company (the "Board"):

Simon Angove
Brad Surminsky

GENERAL RATIFICATION

RESOLVED, that any acts of the Member, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to

the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts in the name and on behalf of the Company.

MISCELLANEOUS

RESOLVED, that facsimile or photostatic copies of signatures to this consent shall be deemed to be originals and may be relied on to the same extent as originals.

FURTHER RESOLVED, that the actions taken by this written consent shall have the same force and effect as if taken at a special meeting of the Member duly called and constituted pursuant to the LLC Agreement and the Act.

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

**TRITECH SOFTWARE SYSTEMS, its
Sole Member**

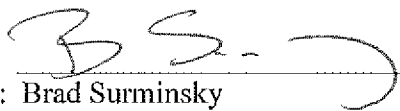
By: 
Name: Brad Surminsky
Title: Chief Financial Officer, Treasurer
and Secretary

Exhibit D

Stockholder Consent of TriTech Software Systems

[See Attached.]

TRITECH SOFTWARE SYSTEMS
CONSENT IN LIEU OF A SPECIAL
MEETING OF THE STOCKHOLDER

January 11, 2020

The undersigned, being the sole stockholder of TriTech Software Systems, a California corporation (the "Corporation"), in lieu of holding a special meeting of the sole stockholder of the Corporation (the "Stockholder"), hereby takes the following actions and adopts the following resolution by unanimous written consent pursuant to the amended and restated bylaws of the Corporation (the "Bylaws") and Section 603 of the General Corporation Law of the State of California:

REMOVAL OF DIRECTORS

RESOLVED, that pursuant to the authority granted to the Stockholder under the Bylaws, the Stockholder hereby removes all of the directors of the Corporation, effective as of the date hereof.

ELECTION OF DIRECTORS

RESOLVED, that pursuant to the authority granted to the Stockholder under the Bylaws, the Stockholder hereby elects the following individuals as directors of the Corporation, to serve in such capacity until their successors are duly elected and qualified or until their earlier death, resignation or removal.

Jeff Scherer
Todd Dooley

RATIFICATION OF DIRECTORS

RESOLVED, that the Stockholder hereby reaffirms that the individuals listed below constitute all of the directors of the Corporation:


Jeff Scherer
Todd Dooley

The action taken by this consent shall have the same force and effect as if taken at a special meeting of the Stockholder duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of California.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

CENTRALSQUARE TECHNOLOGIES,
LLC, a United States limited liability
company

By: 
Name: Todd Dooley
Title: Chief Financial Officer

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Dwight & W. R. Jackson
Chicago
Patent Pending

JT 1334

B003

K-2F

INCORPORATED UNDER THE LAWS OF THE STATE OF
California



NUMBER
1000

SHARES
1000

TriTech Software Systems

This Certifies That

Central Square Technologies, LLC

is the owner of

One Thousand (1,000)

fully paid and non-assessable

shares of Common Stock, without par value, of TriTech Software Systems

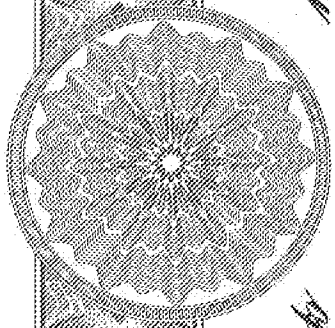
*Annulable on the books of the Corporation in person or by duly authorized officers upon
surrender of this Certificate properly indorsed.
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly
authorized officers and sealed with the Seal of the Corporation.*

This _____ 27th _____ day

of _____ May _____ 2020

Baruch M. S. J.
SECRETARY

David Zolot
PRESIDENT



TRADEMARK

REEL: 008238 FRAME: 0490

For Value Received, _____ hereby sell, assign and transfer
unto _____

_____ Shares
represented by the within Certificate, and do hereby
irrevocably constitute and appoint

_____ Attorney
to transfer the said Shares on the books of the within
named Corporation with full power of substitution in
the premises.

Dated _____

In presence of _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT
ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE ACT OR IN A TRANSACTION WHICH, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, QUALIFIES AS AN EXEMPT TRANSACTION UNDER THE ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

THIS SPACE IS NOT TO BE
COVERED IN ANY WAY

TRADEMARK
REEL: 008238 FRAME: 0491

Exhibit E
Certificate of Cancellation

[See Attached.]

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "JURISDICTION ONLINE, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2019, AT 3:15 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CANCELLATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019 AT 11:53 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6576442 8100
SR# 20198922209

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

Authentication: 204321307
Date: 12-30-19

TRADEMARK
REEL: 008238 FRAME: 0493

CERTIFICATE OF CANCELLATION

JURISDICTION ONLINE, LLC

Jurisdiction Online, LLC, a limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware (the "Company"), DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the limited liability company is "Jurisdiction Online, LLC".
2. The date of filing of the Certificate of Formation is October 12, 2017.
3. This Certificate of Cancellation is to be effective as of December 31, 2019 at 11:53 pm EST.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 27th day of December, 2019.

/s/ Simon Angove

Simon Angove
Chief Executive Officer

Exhibit F

Relevant Delaware State Law

[See Attached.]

CHAPTER 18. Limited Liability Company Act, Subchapter VIII. Dissolution

§§ 18-804. Distribution of assets.

(a) Upon the winding up of a limited liability company, the assets shall be distributed as follows:

(1) To creditors, including members and managers who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the limited liability company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to members and former members under § 18-601 or § 18-604 of this title;

(2) Unless otherwise provided in a limited liability company agreement, to members and former members in satisfaction of liabilities for distributions under § 18-601 or § 18-604 of this title; and

(3) Unless otherwise provided in a limited liability company agreement, to members first for the return of their contributions and second respecting their limited liability company interests, in the proportions in which the members share in distributions.

(b) A limited liability company which has dissolved:

(1) Shall pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured contractual claims, known to the limited liability company;

(2) Shall make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the limited liability company which is the subject of a pending action, suit or proceeding to which the limited liability company is a party; and

(3) Shall make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to the limited liability company or that have not arisen but that, based on facts known to the limited liability company, are likely to arise or to become known to the limited liability company within 10 years after the date of dissolution.

If there are sufficient assets, such claims and obligations shall be paid in full and any such provision for payment made shall be made in full. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims of equal priority, ratably to the extent of assets available therefor. Unless otherwise provided in the limited liability company agreement, any remaining assets shall be distributed as provided in this chapter. Any liquidating trustee winding up a limited liability company's affairs who has complied with this section shall not be personally liable to the claimants of the dissolved limited liability company by reason of such person's actions in winding up the limited liability company.

(c) A member who receives a distribution in violation of subsection (a) of this section, and who knew at the time of the distribution that the distribution violated subsection (a) of this section, shall be liable to the limited liability company for the amount of the distribution. For purposes of the immediately preceding sentence, the term "distribution" shall not include amounts constituting reasonable compensation for present or past services or reasonable payments made in the ordinary course of business pursuant to a bona fide retirement plan or other benefits program. A member who receives a distribution in violation of subsection (a) of this section, and who did not know at the time of the distribution that the distribution violated subsection (a) of this section, shall not be liable for the amount of the distribution. Subject to subsection (d) of this section, this subsection shall not affect any obligation or liability of a member under an agreement or other applicable law for the amount of a distribution.

(d) Unless otherwise agreed, a member who receives a distribution from a limited liability company to which this section applies shall have no liability under this chapter or other applicable law for the amount of the distribution after the expiration of 3 years from the date of the distribution unless an action to recover the distribution from such member is commenced prior to the expiration of the said 3-year period and an adjudication of liability against such member is made in the said action.

(e) Section 18-607 of this title shall not apply to a distribution to which this section applies.

TRADEMARK