

STOCK PURCHASE AGREEMENT

by and among

FRACTAL ANALYTICS INC.

SENFORTH, INC.,

THE SELLERS LISTED ON THE SIGNATURE PAGES HERETO

AND

THE SELLER REPRESENTATIVE IDENTIFIED HEREIN

Dated as of August 3, 2021

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT dated as of August 3, 2021, by and among Fractal Analytics Inc., a New York corporation (the “Purchaser”), Senseforth, Inc., a Delaware corporation (the “Company”), the Sellers listed on the signature pages hereto (the “Sellers”, and each individually, a “Seller”), and Shridhar Marri, acting in his capacity as representative of the Sellers (the “Seller Representative”). Capitalized terms used in this Agreement are defined in Article I.

R E C I T A L S:

WHEREAS, the Sellers constitute, directly or indirectly, all of the shareholders of the Company and are the record and beneficial owners, directly or indirectly, of all of the issued and outstanding shares of capital stock of the Company, as set forth on Exhibit A hereto (collectively, the “Shares”);

WHEREAS, at the Closing, on the terms and subject to the conditions set forth in this Agreement, the Purchaser desires to acquire, and the Sellers desire to sell all of the Shares, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, contemporaneously with the execution of this Agreement, the Sellers shall cause the Company to enter into a definitive agreement (the “India Purchase Agreement”) for the purchase (the “India Purchase”) of all or substantially all of the assets or, or all of the equity interests in, Senseforth AI Research Private Limited (“Senseforth India”).

A G R E E M E N T:

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

ARTICLE I

DEFINITIONS

1.1 Definition of Certain Terms. The terms defined in this Article I, whenever used in this Agreement (including in the Disclosure Schedule), shall have the respective meanings indicated below for all purposes of this Agreement.

“281 Report” means a signed report from an independent chartered accountant (as of the date of consummation of the India Purchase transaction), delivered by the Company to Fractal India, on reliance basis and in such form as agreed to by Fractal India, stating that there are no pending proceedings, demand(s), and no pending notices and assessments against the Company under the IT Act, along with screenshots of the income-tax web portal and TDS Reconciliation Analysis and Correction Enabling System (TRACES) web-portal

reflecting the same (as of the date of consummation of the India Purchase transaction) as annexures thereto.

“AAA Rules” has the meaning set forth in Section 10.11(a).

“Accounting Standards” means United States generally accepted accounting principles.

“Affiliate” means, with respect to any Person, a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, with “control” (including the terms “controlled by” and “under common control with”) meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by Contract, as trustee or executor, or otherwise; provided that, in any event, any Person that owns directly, indirectly or beneficially 25% or more of the securities having voting power for the election of directors or other governing body of a corporation or 25% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person.

“Aggregate Option Payment” means \$547,005.

“Agreement” means this Stock Purchase Agreement, including the Exhibits and Schedules hereto, as amended and modified from time to time in accordance with its provisions.

“Alternative Transaction” has the meaning set forth in Section 6.2(b).

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Anti-Kickback Act of 1986, as amended, the U.K. Bribery Act of 2010 and all other Laws concerning corruption, fraud, theft, embezzlement, bribery, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation, controlled substance or sanctions/embargoes or that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Governmental Authority or any other Person.

“Arbitration Notice” has the meaning set forth in Section 10.11.

“Assumption Period” has the meaning set forth in Section 8.6(b).

“Balance Sheet Date” has the meaning set forth in Section 3.5(a).

“Base Purchase Price” means \$5,984,685.

“Big Four Accounting Firms” means any of the Indian affiliates or associates of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) PricewaterhouseCoopers; or (d) EY (formerly, Ernst & Young).

“Big Four Tax Opinion” shall mean an opinion from one of the Big Four Accounting Firms (on its letter head) as on the date of consummation of the India Purchase transaction in a form and manner acceptable and agreed to by Fractal India, and which can be relied upon by to Fractal India, confirming: (a) that the Company is a non-resident of India as defined under the IT Act and is the legal and beneficial owner of the equity shares of Senseforth India; (b) aggregate quantum of income (along with calculation thereof) to be earned by the Company upon sale of the equity shares of Senseforth India and the Tax thereon (along with (1) calculation thereof as per the provisions of the IT Act read with applicable DTAA and considering the provisions of section 50CA of the IT Act (2) analysis in relation to the characterization of gains and withholding tax thereon) payable by the Company

“Books and Records” includes all data, documents, ledgers, databases, books, records, business plans, records of sales, customer and supplier lists, files, Contracts and Organizational Documents.

“Business” means the business of the Company and its Subsidiaries as constituted as of the date of this Agreement, including development, consulting, advising and providing services related to artificial intelligence powered conversational tools, platforms and systems including “chatbots” and all technologies behind automated messaging, response and speech-enabled applications that offer human-like interactions between computers and humans for use across communication channels for global enterprises in consumer packaged goods, retail, financial services, retail, healthcare and life sciences, technology, media, telecom and insurance industries among others.

“Business Day” means any day other than Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to “stay at home”, “shelter-in-place”, “non-essential employee” or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any Governmental Authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in the State of New York generally are open for use by customers on such day.

“Cash” means, as of a given date, the aggregate of cash that is freely available whatsoever and is to include the fair market value of cash and cash equivalents on hand, including the unencumbered balance in the current account with bank(s) of the Company, but not including any cash that is subject to any restriction including pursuant to security deposits, cash for which the use by the Company is restricted by Contract, applicable Law or otherwise.

“Claim” means a dispute, claim, or controversy whether based on contract, tort, strict liability, statute or other legal or equitable theory (including any claim of fraud, misrepresentation or fraudulent inducement or any question of validity or effect of an agreement).

“Closing” has the meaning set forth in Section 2.2(a).

“Closing Date” has the meaning set forth in Section 2.2(a).

“Closing Memorandum” means the memorandum delivered by the Seller Representative to the Purchaser pursuant to Section 2.2(b), which shall set forth: (a) the name of each Person to receive a payment under Section 2.2(b) at the Closing; (b) the amount payable to each such Person; (c) the payment instructions for each such Person; and to which shall be appended: (i) the Payoff Letters; and (ii) a statement of the relative participation of each Seller in amounts paid to the Sellers as the Purchase Price; (d) the estimated balance sheet of the Company as of the Closing Date prepared in accordance with the Accounting Standards, and (e) the amount of the Estimated Cash, with evidence thereof, in each case subject to the reasonable consent of the Purchaser.

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

“Common Stock” means the common stock, par value \$0.00001 per share, of the Company.

“Company” has the meaning set forth in the preamble.

“Company Intellectual Property” means Intellectual Property owned, licensed or used by the Company or otherwise necessary for the Business.

“Company Permits” has the meaning set forth in Section 3.17.

“Contract” means any oral or written agreement, contract, commitment, instrument, undertaking, understanding or arrangement that is binding, in whole or in part, upon at least one of the parties thereto.

“Data Room” means the online data room maintained by the Company with Datasite.

“Disclosure Schedule” means the disclosure schedule setting forth exceptions to the representations and warranties made by the Company and Sellers in Article III, Sellers in Article IV and to the covenants and agreements made by the Sellers in Article VI and Article VIII, or as otherwise provided in this Agreement, which is incorporated by reference into this Agreement and thereby made a part hereof.

“Dispute” has the meaning set forth in Section 10.11.

“Employee Benefit Plan” has the meaning set forth in Section 3.14(e).

“Employees” means the current employees of the Company.

“End Date” has the meaning set forth in Section 9.1(b).

“Environmental Law” means any U.S. federal, state, foreign or local Law or Order relating to: (a) the manufacture, transport, use, treatment, storage, disposal, Release or threatened Release of, or exposure to, any Hazardous Substances; or (b) the protection of

human health as it relates to exposure to Hazardous Substances or the pollution or protection of the environment (including natural resources, air, and surface or subsurface land or waters).

“Equitable Exceptions” means any limitations on the enforceability of obligations resulting from: (a) bankruptcy, insolvency, reorganization, moratorium or other requirements of Laws, Orders or equitable principles now or hereafter in effect relating to or affecting the enforcement of creditors’ rights or debtors’ obligations generally; and (b) as to the remedy of specific performance and injunctive and other forms of equitable relief, the imposition of equitable defenses at the discretion of the Governmental Authority before which any Proceeding therefor may be brought (regardless of whether enforcement is sought in a Proceeding at Law or in equity).

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

“ERISA Affiliate” means any corporation, trade or business (whether or not incorporated) which, together with the Company (or its successors), is or would have been at any date of determination occurring since the formation of the Company, treated as a single employer under Section 414 of the Code.

“Estimated Cash” means the Company’s estimate of the amount of Cash of the Company as of the opening of business on the Closing Date, as set forth in the Closing Memorandum.

“Financial Statements” has the meaning set forth in Section 3.5(a).

“Founders” means, collectively, Shridhar Marri, Krishna Kadiri, Ritesh Radhakrishnan, and Suryaprakash C.V.

“Fundamental Representations” means the representations and warranties set forth in: Section 3.1 (Formation; Existence; Good Standing); Section 3.2; (No Conflicts; Consents); Section 3.3 (Capitalization); Section 3.4 (Subsidiaries); Section 3.10 (Intellectual Property); Section 3.12(a) (Compliance with Law); Section 3.16 (Tax Matters); Section 3.17 (Permits); Section 3.22 (Affiliate Transactions); Section 3.23 (Information Technology; Privacy and Data Security); Section 3.24 (Brokers); 3.28 (Company Tax Warranties); Section 4.1 (Formation; Existence; Good Standing); Section 4.2 (No Conflicts; Consents); Section 4.3 (Title to Shares); Section 4.6 (Brokers); Section 5.1(a) and (b) (Incorporation, Existence; Good Standing; Authority; Enforceability); Section 5.2 (No Conflicts; Consents) and Section 5.4 (Brokers).

“Funded Debt” mean any Indebtedness for borrowed money of the Company.

“Government Contract” means any Contract by and between the Company and (a) any Governmental Authority, (b) any prime contractor to any Governmental Authority, or (c) any subcontractor (of any tier) in connection with or with respect to any Contract or agreement between another Person and any Governmental Authority.

“Governmental Authority” means any: (a) federal, state, regional, county, city, municipal or local government, whether foreign or domestic; (b) governmental or quasi-governmental authority of any nature, including any regulatory or administrative agency, commission, department, board, bureau, court, tribunal, arbitrator, arbitral body, agency, branch, official entity or other administrative or regulatory body obtaining authority from any of the foregoing, including courts, public utilities, sewer authorities and any supra-national organization, state, county, city or other political subdivision; or (c) other Person exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

“Hazardous Substance” means any material, waste or substance that is: (a) listed, classified or regulated as “hazardous” or “toxic” pursuant to, or as to which standards of conduct or liability may be imposed under, any applicable Environmental Law; or (b) any petroleum product or by-product, asbestos or polychlorinated biphenyls.

“Identified Specific Indemnity Matter” means any of the following: (i) any loss borne by the Company and/or Senseforth India in connection with failure by Mr. Shridhar Marri, Ms. Krishna Kadiri, Mr. Ritesh Radhakrishnan, Mr. Suryprakash C.V, and Mr. Narendra Paruchuri, to: (a) disinvest their respective shareholding in the Company at the time of incorporation or acquisition or capitalization of Senseforth India; or (ii) obtaining prior approval from the Reserve Bank of India for incorporation or acquisition or capitalization of Senseforth India, as a step down investment of the Company in light of their shareholding in the Company at the time of incorporation or acquisition or capitalization of Senseforth India; or (iii) any loss arising due to the non-filing of returns under the (Indian) E-waste Management Rules, 2016.

“Incentive Plan” means the 2017 Stock Incentive Plan of the Company, as amended to date.

“Indebtedness” means, as to any Person, without duplication and without duplication to Transaction Expenses, all borrowings and indebtedness, including: (a) loans and bank overdrafts; (b) liabilities under acceptances of trade bills (other than in respect of purchases in the ordinary course of business), accounts payable more than 60 days past their due date (to the extent that such accounts payable are not disputed) and acceptance credits; (c) liabilities under any bond, note, loan stock, debenture or other similar instrument or security; (d) liabilities under finance or equivalent leases, hire purchase agreements and conditional sale agreements; (e) liabilities under factoring arrangements; (f) amounts raised by any other transactions having the commercial effect of borrowings; (g) outstanding deferred consideration payable by the Company; (h) liabilities under any currency or interest swap or other interest or currency protection, hedging or financial futures transaction or arrangement, in each case to the extent the same have become due; (i) liabilities under any guarantee of, or indemnity against financial loss in respect of, any obligation of another person, in each case to the extent that the same have become due; (j) liabilities in relation to any letter of credit, bond or guarantee given by a third party in relation to any obligation and/or liability of the Company, in each case to the extent that the same have become due; (k) reimbursement obligations under any letter of credit, banker’s acceptance or similar credit transactions; (l) unaccrued payroll liabilities of the

Company; (m) amounts payable by the Company to the Sellers or any Affiliates of the Sellers; (n) any Taxes payable, after offset of Taxes paid, on any payment made or outstanding to the Sellers or any Affiliates of the Sellers; (o) any pension, gratuity, accrued and unused holiday pay and bonus liabilities of the Company; (p) any commitments of the Company to make capital expenditures to the extent not recorded in the Financial Statements; (q) issued but uncleared checks, drafts and wire transfers, in each case as of the opening of business on the applicable date; (r) cash overdrafts and other negative balances in any bank account; (s) margin money given against bank guarantees; (t) any other liabilities of a non-contingent nature that should be recorded in the statement of financial position of a Company, whether or not actually recorded; and (u) interest, charges and costs (in each case to the extent then accrued) relating to any of the above items (including those relating to early repayment, discharge or termination on or prior to Closing).

“Indemnified Party” means a Purchaser Indemnified Party or a Seller Indemnified Party, as applicable, who is making a claim for indemnification pursuant to Article VIII.

“Indemnifying Party” shall mean the Purchaser or any of the Sellers, as applicable, against whom a claim for indemnification is being made pursuant to Article VIII.

“India Purchase” has the meaning set forth in the Recitals.

“India Purchase Agreement” has the meaning set forth in the Recitals.

“Information Privacy and Security Laws” means applicable Law concerning the use, ownership, maintenance, storage, collection, privacy and/or security of Protected Information including the EU General Data Protection Regulation (GDPR), HIPAA, and the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council, each as in effect from time to time.

“INR” means Indian National Rupees, the lawful currency of the Republic of India.

“Intellectual Property” means all intellectual property rights of every kind including but not limited to all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and entity names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, (iii) copyrights (registered or unregistered) and registrations and applications for registration thereof, (iv) computer software, computer software licenses, data, data bases and documentation thereof, (v) trade secrets and other confidential or proprietary information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vi) World Wide Web addresses and domain name registrations and social media accounts, (vii) works of authorship including computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data

and mask works and any rights in semiconductor masks, layouts, architectures or topography, and (viii) goodwill associated with any of the foregoing.

“Investment Agreement” mean that certain Series Seed Preferred Stock Investment Agreement, date May 22, 2017, by and among the Company and the parties names therein.

“IRS” means the Internal Revenue Service.

“IT Act” means (Indian) Income Tax Act, 1961.

“IT Assets” has the meaning as set forth in Section 3.23(a).

“Key Employee” means Shridhar Marri, Krishna Kadiri, Ritesh Radhakrishnan, Suryaprakash CV, Ranganath D G, Madhusudan K, Devee Prasad Mohapatra, V Monika, Manhardeep Singh Kochhar, Siddhant Modi, Vineet Vijayan.

“Knowledge” means the actual or constructive knowledge of the Person, if the Person is a natural person, or of the Person’s directors, officers, managers, general partners and/or trustees, as applicable, if the Person is an entity (other than the Company).

“Knowledge of the Company” means the Knowledge of any of the Founders or the senior officers of the Company and its Subsidiaries.

“Law” means any treaty, statute, law, common law, ordinance, regulation, judgment, decree, injunction, ruling, Order or rule issued, promulgated or entered by or with any Governmental Authority.

“Liabilities” mean any debts, liabilities, obligations, claims, charges, damages, demands and assessments of any kind, including those with respect to any Governmental Authority, whether accrued or not, known or unknown, disclosed or undisclosed, fixed or contingent, asserted or unasserted, liquidated or unliquidated, whenever or however arising (including, those arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required by the Accounting Standards to be reflected in financial statements or disclosed in the notes thereto.

“Lien” means any mortgage, pledge, deed of trust, hypothecation, claim, security interest, title defect, burden, charge or other similar restriction, lease, sublease, title retention agreement, option, easement, covenant, encroachment, lien or other encumbrance.

“Loss” means any losses, damages, Liabilities, demands, Taxes, sanctions, deficiencies, assessments, judgments, costs, interest, penalties, Orders, Liens, actions, bonds, dues, fines, fees costs (including costs of investigation, defense and enforcement of this Agreement), amounts paid in settlement and expenses (in each case, including reasonable attorneys’ and experts’ fees and expenses), whether or not involving a Third Party Claim.

“Material Adverse Effect” means (a) any loss of a Significant Customer, or delivery of oral or written notice by a Significant Customer that it intends to terminate its relationship with the Company or reduce its orders or otherwise the aggregate amount it will pay the Company during the 2021 fiscal year by 25% or more as compared to the Company’s revenues from such Significant Customer during the 2020 fiscal year, or (b) any change, effect, event, occurrence or development that has or is reasonably likely to (i) have a material and adverse effect on the business, operations, condition, prospects, properties or other assets, liabilities or results of operations of the Company or with respect to the Business, or (ii) prevent, materially delay or materially impede the performance by the Sellers or the Company of their respective obligations under this Agreement or the consummation of the transactions contemplated hereunder; *provided, however*, that in no event shall any change or effect resulting from the occurrence of any of the following be considered a Material Adverse Effect pursuant to part (b) hereof: (1) any change in general economic or political conditions or changes affecting the industry generally in which the Company operates, other than any such change disproportionately affecting the Company; (2) any natural disaster, any act of terrorism, sabotage, military action or war (whether or not declared), in each case including any escalation or worsening thereof; (3) any adverse change arising from or relating to any change in the Accounting Standards or to any change in Laws applicable to the Company or, in each case, in the interpretation thereof, other than any such change disproportionately affecting the Company; or (4) any actions by the Purchaser, the Sellers or the Company expressly taken pursuant to this Agreement.

“Notice of Claim” has the meaning set forth in Section 8.6(a).

“Notice of Direct Claim” has the meaning set forth in Section 8.5.

“Notice of Third Party Claim” has the meaning set forth in Section 8.6(a).

“OFAC” means the United States Office of Foreign Assets Control.

“Option Cancellation Agreement” means the option cancellation agreement, in substantially the form set forth in Exhibit B hereto, to be delivered by each holder of Stock Options in accordance with this Agreement.

“Order” means any judgment, writ, decree, directive, decision, injunction, ruling, award or order (including any consent decree or cease and desist order) of any kind of any Governmental Authority.

“Organizational Documents” of a Person means: (a) its articles of incorporation, certificate of incorporation, certificate of formation or similar document(s) filed with a Governmental Authority, which filing forms or organizes such Person; and (b) its bylaws, limited liability company operating agreement, partnership agreement, shareholders agreement, trust agreement or similar document(s), whether or not filed with a Governmental Authority, which organize or govern the internal affairs of such Person.

“Other Claim” has the meaning set forth in Section 8.6(b).

“Payoff Letters” has the meaning set forth in Section 7.1(h).

“Permit” means any permit, license, authorization, registration, franchise, approval, certificate, exception, variance, waiver or other authorization, approval, consent, clearance or similar right issued, granted or obtained by or from any Governmental Authority.

“Permitted Liens” means: (a) Liens for Taxes that are not yet due or payable; (b) statutory Liens arising under workers’ compensation, unemployment insurance, social security, retirement or similar legislation and incurred in the ordinary course of business; and (c) statutory mechanic’s, materialmen’s, carrier’s, repairer’s and other similar Liens arising or incurred in the ordinary course of business or that are not yet due and payable or that are being contested in good faith, and which shall be discharged prior to Closing.

“Person” means any natural person, firm, partnership, association, corporation, company, limited liability company, trust, business trust, Governmental Authority or other entity.

“Post-Closing Employment Agreement” has the meaning set forth in Section 7.1(f)(v).

“Pre-Closing Period” has the meaning set forth in Section 6.1(a).

“Pre-Closing Tax Period” has the meaning set forth in Section 6.7(a).

“Pre-Closing Tax Returns” has the meaning set forth in Section 6.7(b).

“Preferred Stock” means the Series Seed Preferred Stock, par value \$0.00001 per share, of the Company.

“Pro Rata Percentages” means, with respect to each Seller, the amount set forth beside such Person’s name on Exhibit A based on such Seller’s pro rata ownership of the Shares, which shall be expressed as a percentage and which shall total 100%.

“Proceeding” means any action, suit, claim, investigation, audit, administrative inquiry, arbitration, mediation, litigation or hearing, involving or in front of any Governmental Authority.

“Protected Information” means information that (a) identifies or directly relates to a Person; and (b) is governed, regulated or protected by one or more Information Privacy and Security Laws.

“Purchase Price” has the meaning set forth in Section 2.2(b)(iii).

“Purchaser” has the meaning set forth in the preamble.

“Purchaser Documents” has the meaning set forth in Section 5.1(a).

“Purchaser Indemnified Party” means the Purchaser, each of the Purchaser’s Affiliates (including, from and after the Closing, the Company) and each of the Purchaser’s and the Purchaser’s Affiliates’ respective officers, directors, shareholders, partners,

members, managers, trustees, employees, agents, advisors, representatives, successors and assigns.

“Real Estate Leases” means each Contract under which the Company holds any leases, subleases, licenses or other agreements for occupancy with respect to any real property.

“Related Party” has the meaning set forth in Section 3.22.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, migration, leaching, placing, discarding, dumping or disposing of any Hazardous Substances into the environment (including the abandonment of barrels, containers or other closed receptacles containing any Hazardous Substances).

“Released Parties” has the meaning set forth in Section 10.15(a).

“Restricted Business” means development, consulting, advising and providing services related to conversational artificial intelligence and its various use cases, including “chatbots.”

“Restricted Period” means the period commencing on the Closing Date and ending on the five (5) year anniversary of the Closing Date; provided, that if a Founder is terminated with or without Cause (as such term is defined in the applicable employment agreement, or due to a breach of Section 6.9 hereof), then the Restricted Period for such Founder shall terminate on the earlier of (a) the two (2) year anniversary of such termination, or (b) the five (5) year anniversary of the Closing Date.

“Sale Bonuses” all sale, change-of-control, “stay-around,” retention, or similar bonuses, compensation or payments to current or former directors, employees and other service providers of the Company paid or payable as a result of the transactions contemplated hereby under, pursuant to, or as a result of any Employee Benefit Plan, Contract, agreement, bonus obligation, payment obligation or other arrangement, plus the employer’s portion of any and all related employment, payroll or similar Taxes payable in connection with such payments.

“Senseforth India” has the meaning set forth in the recitals.

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

“Security Assessment” means a security assessment (including, if applicable, penetration testing and vulnerability scans of the Company’s IT Assets) that complies in all material respects with each of (A) any requirements to perform security assessments under Information Privacy and Security Laws applicable to the Company, and (B) any obligations to perform security assessments set forth in any agreement or Contract to which the Company is a party or bound.

“Seller Documents” has the meaning set forth in Section 3.2(a).

“Seller Indemnified Party” means each of the Sellers and their respective agents, advisors, representatives, heirs, legal representatives, successors and assigns.

“Seller Representative” has the meaning set forth in the preamble.

“Seller Required Consents” has the meaning set forth in Section 3.2(b).

“Sellers” has the meaning set forth in the preamble.

“Shares” has the meaning set forth in the recitals.

“Significant Contracts” has the meaning set forth in Section 3.8(a).

“Significant Customers” has the meaning set forth in Section 3.19.

“Significant Suppliers” has the meaning set forth in Section 3.20.

“Straddle Period” has the meaning set forth in Section 6.7(a).

“Subsidiary” means, with respect to any Person, any other Person (other than a natural person), whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions or otherwise to direct the business and policies of such other Person is directly or indirectly owned or controlled by the first Person or by one or more of its respective Subsidiaries.

“Target Closing Cash” means an amount in Cash equal to \$580,000 plus the aggregate purchase price paid at the closing under India Purchase Agreement, exclusive of any Tax paid or withheld at the closing under India Purchase Agreement.

“Tax” or “Taxes” means any federal, state, local or foreign tax, including net or gross income, gross receipts, license, payroll, employment, excise, unclaimed property, escheat, severance, stamp, occupation, premium, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax, governmental fee or like assessment, including any interest, penalties or additions thereto, imposed by any Governmental Authority.

“Tax Authority” means the Income Tax Department, Department of Revenue, Ministry of Finance, Government of India or any other Governmental Authority that is competent to impose Tax in India.

“Tax Claim” means any demand payable pursuant to a written notice of demand under Section 156 of the IT Act, and/or written notice of demand for any claim under Section 201 of the IT Act in relation to income arising pursuant to the transfer of Shares or any claim for any Transaction Tax, against any of the Indemnified Parties, where such demand or claim arises out of any Tax Proceedings initiated by any Tax Authority,

including all claims or demands for any deposits, interest, penalty, interim payments, advance payments or issuance of security / bank guarantees towards payment of any such demands or claims, irrespective of whether such demand or claim arises owing to any order, whether interim or final.

“Tax Proceeding” mean writs, suits, recovery proceedings, demands, claims, notices, representative assessee related proceedings, assessment proceedings, tax deduction at source related proceedings, re-assessment proceedings, interest related proceedings, penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) and all other similar and incidental actions related to Transaction Taxes arising from the sale and purchase of Shares and/or payment thereof.

“Tax Return” means any return, report, form, declaration, statement, claim for refund, information return or other document, including any attachment thereto or supplement or amendment thereof, furnished or required to be furnished to a Governmental Authority relating to Taxes.

“Third Party Claim” has the meaning set forth in Section 8.6(b).

“Transaction Closing Consideration” means an amount equal to (i) Base Purchase Price, *minus* (ii) the amount (if any) by which the Estimated Cash is less than the Target Closing Cash.

“Transaction Expenses” means, without duplication to Indebtedness, all fees, expenses, costs, commissions or disbursements payable by the Company incurred by or on behalf of the Sellers, the Seller Representative or the Company in connection with the process of selling the Company or otherwise relating to the negotiation, preparation or execution of this Agreement and the transactions contemplated hereby, including (a) all fees, expenses, costs, commissions or disbursements of any investment banker, advisor, attorney, accountant or other professional, (b) all fees and expenses associated with obtaining necessary or appropriate consents, (c) all fees or expenses associated with obtaining the release and termination of any Liens, (d) all brokers’ or finders’ fees, and (e) all Sale Bonuses.

“Transaction Taxes” means (a) any tax (including minimum alternate tax, surcharge, education cess, etc.) levied under the IT Act, in respect of any income of the Company on the transfer of the equity shares of Senseforth India, which is levied upon or recoverable from to Fractal India and / or the Purchaser Indemnified Parties as payer and / or in their capacity as an alleged agent or representative assessee for the Company; and (b) any interest, penalty, charge, additional tax or fine imposed with respect to (a) above by a Tax Authority.

“Transfer Taxes” means all sales, use, transfer, documentary, stamp, registration and other similar Taxes, and all conveyance, recording and other similar fees, incurred in connection with the consummation of the transactions contemplated by this Agreement.

1.2 Disclosure Schedules. The Disclosure Schedules and all schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference in

this Agreement for all purposes of this Agreement. All Disclosure Schedules delivered with this Agreement shall be arranged to correspond with the numbered and lettered Sections and Subsections contained in this Agreement, and the disclosures in such Disclosure Schedules shall qualify only the corresponding Sections and Subsections contained in this Agreement, unless otherwise expressly provided herein or therein.

ARTICLE II

PURCHASE AND SALE OF THE SHARES

2.1 Purchase of Shares.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing, the Purchaser shall purchase from each Seller all of the Shares directly or indirectly owned by such Seller, and each shall sell to the Purchaser all of such Shares, free and clear of encumbrances or other Liens, other than restrictions on transfers under applicable securities Laws, for the consideration set forth in this Agreement. Upon the Closing, the Sellers shall immediately cease to be shareholders or equity holders of the Company, or to retain any right, title or interest in the Company or its securities.

(b) Prior to the Closing, the Sellers shall cause Senseforth India to complete the India Purchase pursuant to the India Purchase Agreement.

(c) As of the Closing, each outstanding stock option (the “Stock Options”) held by any Person pursuant to the Incentive Plan (each, and “Optionholder”) shall be cancelled, and in exchange therefore, such Person shall be entitled to the right to payments respect thereof, which shall equal, in the aggregate, the Aggregate Option Payment (the “Option Cancellation Payments”), and which shall be treated as compensation to the Optionholders. The amount of the exact Option Cancellation Payments payable to each Optionholder shall be included in the Closing Memorandum and subject to the reasonable consent of the Purchaser. At Closing, the Purchaser shall, itself or through its Affiliates, provide necessary funding to enable Senseforth India to discharge its obligation of the Option Cancellation Payments to the Optionholders, through the payroll of Senseforth India, net of applicable Tax withholdings and any other applicable deductions, at the Closing or as soon as practicable thereafter. Any amounts so withheld or deducted shall be deemed part of the Option Cancellation Payments and shall be treated for all purposes as having paid to the Optionholders as compensation in relation to their employment. The Sellers acknowledge and agree that the Incentive Plan shall terminate as of the Closing, and no holder of Stock Options issued pursuant to the Incentive Plan or any other participant in the Incentive Plan shall have any additional rights thereunder or under any other agreement between the Company and such Person (other than their rights under this Agreement). The Company shall cause each holder of Stock Options to deliver a duly executed Option Cancellation Agreement, which shall include the amount of the Option Cancellation Payment payable to such holder. The Sellers shall take all actions necessary to ensure that, following the Closing Date, no participant in the Incentive Plan or other similar incentive equity or stock plan will have any right thereunder to acquire any equity securities of the Company or its Subsidiaries.

2.2 Closing.

(a) The closing of the sale of Shares (the “Closing”) shall take place: (i) by conference call and electronic (i.e., email/PDF) or facsimile exchange of signatures, documents and other deliverables required to be executed and/or delivered under this Agreement on the second (2nd) Business Day after the date on which the last to be satisfied or waived of the conditions set forth in Article VII (other than conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) has been satisfied or waived in accordance with this Agreement; or (ii) at such other place, time and date as the Purchaser and the Seller Representative may mutually agree in writing. The date upon which the Closing occurs is referred to in this Agreement as the “Closing Date.”

(b) Subject to the terms and conditions set forth in this Agreement, at the Closing the Purchaser shall pay an aggregate amount equal to the Transaction Closing Consideration (subject to any downwards adjustment, if applicable, for the amount by which the Estimated Cash is less than the Target Closing Cash) in cash, by wire transfer of immediately available funds, to the Sellers, to be allocated among them as specified in the Closing Memorandum (the Transaction Closing Consideration, subject to any adjustment pursuant to Section 8.7, is the “Purchase Price”).

In order to facilitate the payments contemplated by this Section 2.2(b), the Seller Representative shall deliver the Closing Memorandum to the Purchaser, in form and substance reasonably satisfactory to the Purchaser, as soon as reasonably practicable (but in any event no later than five (5) Business Days prior to the Closing). The Seller Representative shall deliver the Closing Memorandum together with a written statement setting forth in reasonable detail its good faith estimates of the Estimated Cash. Prior to Closing, the Seller Representative shall communicate to each Seller in writing the amount of the Transaction Closing Consideration payable to such Seller, which shall be consented to by such Seller in writing prior to Closing, copies of which consents shall be delivered to the Purchaser prior to Closing.

2.3 Cash and Debt at Closing. Prior to the Closing Date, the Sellers shall cause the Company to use Cash then held by the Company in excess of Target Closing Cash to repay the then outstanding principal, interest and other amounts due under the Funded Debt (the remainder of such amounts due under the Funded Debt to be repaid at the Closing as described in Section 2.2(b)(i)), as well as all payments to the advisors, attorneys, accountants and other professionals of the Company and the Seller Representative, and any other recipients thereof, the amounts necessary to satisfy in full all Transaction Expenses; provided that neither the Company nor any of its Subsidiaries shall make any direct or indirect dividends or distributions of Cash or other property to the Sellers or Optionholders at any time from the date of this Agreement until Closing.

2.4 Clawback of Founder Payments. Notwithstanding anything contained in this Agreement, in the event that prior to the two (2) years anniversary of the Closing, any Founder (a) terminates his employment with the Company, (b) breaches any of the terms of Section 6.9, or (c) is convicted by a court of competent jurisdiction for an act of fraud committed during the course of his services to and for the Company, then the Purchaser may, upon notice to such Founder, require such Founder to pay back or return to the Purchaser, an amount equal to the applicable

percentage rate for such Founder set forth on Exhibit C¹, multiplied by the Purchase Price actually paid to such Founder under this Agreement (such product, the “Clawback Payment”). Founder shall, within thirty (30) days after such notice, pay back or return the Clawback Payment to the Purchaser. Notwithstanding the foregoing, the Clawback Payment shall not be due or payable in the event the Founder’s employment with the Company is terminated (i) by the Company for any reason or for no reason (except for any termination arising from or related to part (b) or (c) of the first sentence of this Section 2.4), or (ii) as a result of a Founder’s death or permanent disability that renders him unable to permanently perform his duties to the Company, or (iii) voluntary resignation by a Founder from the employment with the Company upon merger or consolidation of the Company which materially alters such Founder’s roles and responsibilities within the Company. Nothing in this Section 2.4 shall limit any of Purchaser’s rights to indemnification under Article VIII. It is hereby clarified that Purchaser can assign to receive such Clawback Payment to any of its Affiliates at its own discretion.

2.5 Seller Representative.

(a) Each Seller has irrevocably designated and appointed, and hereby re-affirms the irrevocable designation and appointment of, the Seller Representative as the representative and attorney in fact of such Seller for the sole purpose of acting on such Seller’s behalf with respect to this Agreement and any other document entered into in connection herewith or therewith, including full power and authority on behalf of such Seller: (i) to take all actions the Seller Representative deems necessary or appropriate in connection with the pre-Closing covenants and agreements of the Sellers set forth in this Agreement and the satisfaction or waiver of Closing conditions under this Agreement, including exercise of the power, authority and discretion conferred on the Sellers under this Agreement to waive any conditions of this Agreement; (ii) to take all actions the Seller Representative deems necessary or appropriate in connection with the post-Closing implementation of this Agreement, including defending, negotiating, settling, compromising and otherwise handling any claims under Section 2.4 or Section 6.7 or any claim for indemnification made by a Purchaser Indemnified Party pursuant to Article VIII, pursuing or responding to litigation and complying with Orders of courts with respect to any such indemnification claims; (iii) to give and receive notices on behalf of each Seller, and (iv) to take all other actions the Seller Representative deems necessary or appropriate in connection with the foregoing, including entering into or providing any amendments, modifications or waivers with respect to this Agreement and the other Seller Documents, and giving and receiving notices, requests, demands, waivers and other communications on behalf of the Sellers.

(b) Each Seller agrees that the Purchaser shall be entitled to rely conclusively on all statements, representations, actions and decisions of the Seller Representative (each, an “Authorized Action”) as those of the Sellers, without any independent investigation or verification, and each Authorized Action shall be binding on each Seller as fully as if such Seller had directly taken such Authorized Action. Each Seller hereby releases and discharges the Purchaser and, following the Closing, the Company, from and against any Losses arising out of or in connection

¹ NTD: Percentages to equal the following based on estimated tax rate multiplied by 80%:

Shridhar – 57.2%

Krishna – 57.2%

Ritesh – 59.2%

Suryaprakash – 61.7%

with any failure of the Seller Representative to distribute any amounts received by the Seller Representative on behalf of the Sellers. Payment of all amounts paid by or on behalf of the Purchaser (whether directly or through any escrowed funds of any kind) to the Seller Representative shall constitute payment by the Purchaser to each of the Sellers and satisfaction of the Purchaser's obligation to pay such amount hereunder (notwithstanding any withholding by the Seller Representative).

(c) If the Seller Representative resigns from such position, is incapacitated, files for bankruptcy or is the subject of an involuntary bankruptcy petition that is not dismissed within thirty (30) days after filing, prior to such resignation or bankruptcy Seller Representative shall designate a replacement Seller Representative who shall be a Seller or, if not a Seller, who shall be reasonably acceptable to the Purchaser or, in the event of incapacitation, the Sellers shall designate a replacement Seller Representative who shall be a Seller or, if not a Seller, who shall be reasonably acceptable to the Purchaser.

2.6 [Reserved]

2.7 Tax Withholding. Notwithstanding anything in this Agreement to the contrary, each of the Purchaser and the Company shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of applicable Law. To the extent the Purchaser or the Company, as the case may be, withholds and deposits any such amounts with the applicable Governmental Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Person in respect of which such deduction, withholding and deposit were made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

The Company and the Founders jointly represent and warrant to the Purchaser as follows, as of the date hereof and as of the Closing Date, except as set forth in the Disclosure Schedule; for all purposes of this Article III (except for the representations in Sections 3.1, 3.3, 3.4 and 3.28) (i) the term "Company" shall be deemed to mean the Company, each Subsidiary, and all predecessors of each of them, and (ii) representations and warranties regarding the Company and each Subsidiary shall be deemed to be representations and warranties regarding each of them and each of their respective predecessors.

3.1 Formation; Existence; Good Standing. The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has all required corporate power and authority to own or lease its properties and other assets, to conduct its business as presently conducted and to consummate the transactions contemplated by this Agreement. Senseforth India is a private limited company, duly organized, validly existing and in good standing under the laws of India, and has all requisite limited company power and authority to own, lease and operate its properties and to carry on the Business. Each of the Company and its Subsidiaries is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business

as currently conducted makes such licensing or qualification necessary, except where the failure to be so qualified or in good standing would not be material to the Company. The execution, delivery and performance of this Agreement and of the Seller Documents to which the Company and its Subsidiaries is a party and the consummation of the transactions contemplated by this Agreement and such Seller Documents have been duly authorized by all necessary corporate or company action, as the case may be, with respect to the Company and its Subsidiaries. This Agreement constitutes, and each Seller Document to which the Company and its Subsidiaries is a party will constitute at Closing, a valid and binding obligation of the Company and its Subsidiaries enforceable in accordance with its terms, except for Equitable Exceptions. Section 3.1 of the Disclosure Schedule sets forth a list of all of the members of the board of directors of the Company. The Company has never used any fictitious names. The Data Room contains the current, correct and complete copies of the Organizational Documents of the Company and each of its Subsidiaries.

3.2 No Conflicts; Consents.

(a) Assuming the Seller Required Consents set forth in Section 3.2(b) of the Disclosure Schedule are delivered, filed and, if applicable, obtained prior to the Closing, the execution, performance and delivery by the Company, the Sellers and the Seller Representative of this Agreement, the India Purchase Agreement and any other documents required to be executed and delivered by the Company, the Sellers or the Seller Representative under this Agreement (collectively, the “Seller Documents”) do not, and the consummation of the transactions contemplated hereunder and thereunder will not: (i) violate the Organizational Documents of the Company or its Subsidiaries; (ii) with or without the giving of notice or the lapse of time or both, constitute a breach of or result in a default under, result in a material modification of the effect of, constitute an impermissible assignment or change of control, or result in any other party thereto having a right of termination, cancellation or acceleration under, any Contract; (iii) result in a violation of any applicable Law; (iv) result in the creation or imposition of any Liens on any of the properties or other assets of the Company or on the Shares; or (v) give any Governmental Authority the right to revoke, suspend, modify or terminate any Company Permit. Without limiting the foregoing, the distribution and allocation of consideration contemplated in this Agreement conforms in all respects with the Restated Certificate of Incorporation of the Company, as amended to date, and the Incentive Plan.

(b) Except as set forth in Section 3.2(b) of the Disclosure Schedule (the notices and consents set forth therein, collectively the “Seller Required Consents”), no notice to, or consent, authorization, approval, waiver, exemption, qualification, or other action of, any Person (including any Governmental Authority), is required to be filed, delivered or obtained by the Company in connection with the execution and delivery by the Company, the Sellers and the Seller Representative of this Agreement and the other Seller Documents or the consummation of the transactions contemplated hereby and thereby, including under any Law or any Contract to which the Company or any of its Affiliates is bound or which relates to the Business.

(c) Neither the Company nor any of its Affiliates is a party to or bound by any Contract with respect to a sale of the Company or any substantial portion of its business, securities or assets other than this Agreement, and all of them have terminated all discussions with third parties (other than the Purchaser) regarding such transactions. Neither the Company nor any of its

Affiliates has breached any exclusivity, no-shop or similar obligation to any third party in connection with the negotiation of the transactions contemplated hereby.

3.3 Capitalization. The authorized capital stock of the Company consist entirely of 13,600,000 shares of Common Stock and 1,600,000 shares of Preferred Stock, of which an aggregate of 9,000,000 shares of Common Stock and 1,100,000 shares of Preferred Stock are outstanding, which constitute all of the Shares. In addition, there are outstanding Stock Options to purchase 1,000,000 shares of Common Stock in the aggregate, all of which were issued pursuant to the Incentive Plan. The authorized capital stock of the Senseforth India consist entirely of 100,000 shares of INR 10 each, of which an aggregate of 100,000 shares of INR 10 each are issued, which constitute all of the equity securities of Senseforth India. None of the Shares, Stock Options or equity securities of the Subsidiaries were issued, transferred or sold in violation of any preemptive or similar rights or in violation of the Securities Act or any other applicable securities Law; and none of the Shares or Stock Options or equity securities of the Subsidiaries are subject to any redemption, call or purchase rights or obligations, rights of first offer or first refusal or similar rights, except for under the Investment Agreement. All of the outstanding Shares and the equity securities of the Subsidiaries are, and immediately following the Closing shall be, validly issued, fully paid, and non-assessable. The Stock Options are valid and binding Contracts, and the shares of Common Stock issuable upon payment of the exercise thereof in accordance with the terms therein will be validly issued, fully paid, and non-assessable. Except for the Stock Options, there are no outstanding subscriptions, options, warrants or other rights of any kind to acquire from the Company and its Subsidiaries (including securities exercisable or exchangeable for or convertible into) any securities of the Company, or giving any Person the right to receive from the Company and its Subsidiaries any benefits or rights similar to any benefits or rights enjoyed by or accruing to the benefit of the holders of any Shares (solely in their capacity as such holder). The Company and the Subsidiaries are not subject to any obligation (contingent or otherwise) to redeem, call, retire, or otherwise repurchase, or register under the Securities Act any securities of the Company or its Subsidiaries. There are no phantom share, profit participation, or similar rights in relation to the Company or its Subsidiaries (whether payable in equity, cash or otherwise). The Shares and Stock Options collectively constitute all of the issued and outstanding securities of the Company. Schedule 3.3 of the Disclosure Schedule and Exhibit A set forth a true and correct list of all of the holders of all of the Shares and Stock Options, including the exercise price and vesting schedule of the Stock Options, as well as the equity securities of each Subsidiary. Other than the Investment Agreement, there are no Contracts with respect to the: (i) voting of any Shares or equity securities of the Subsidiaries; or (ii) transfer of, or transfer restrictions on, any Shares or equity securities of the Subsidiaries. The Company and the Subsidiaries do not currently have any ongoing obligations under any Contract related to the issuance, sale or transfer of the Shares or the equity securities of the Subsidiaries. There are no and there have never been any certificates any securities of the Company other than the Shares. Upon Closing, Purchaser will be the only registered and beneficial owner of the Shares, and no Person will hold or have any right to purchase Common Stock or any other securities of the Company, including pursuant to the Stock Options. No securities have been issued pursuant to the Incentive Plan other than the Stock Options.

3.4 Subsidiaries. The Company does not own any capital stock, partnership interest, joint venture interest or other equity interests in any Person other than Senseforth India. The only direct or indirect Subsidiaries that the Company has ever had is Senseforth India. All of the issued and outstanding equity interests of Senseforth India have been duly authorized and validly issued

and are fully paid and nonassessable (to the extent each such concept is recognized in the jurisdiction of formation thereof and is applicable to such type of entity); none of them were issued in violation of any preemptive or similar rights or in violation of the Securities Act or any other applicable securities Law.

3.5 Financial Statements; No Undisclosed Liabilities.

(a) The Data Room contains the (i) audited consolidated balance sheets of the Company and its Subsidiaries, as of December 31, 2019 and December 2020 (the “Balance Sheet Date”), together with the related audited consolidated statements of income and cash flows of the Company for the years then ended and (ii) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of March 31, 2021 and the unaudited consolidated statements of cash flows and income of the Company and its Subsidiaries for the period then ended (collectively, the “Financial Statements”). The Financial Statements have been prepared in accordance with the Accounting Standards, applied on a consistent basis. The Financial Statements have been prepared from and are consistent with the Company’s books and records kept in the ordinary course of business and fairly present in all material respects the consolidated financial condition of the Company as of such dates and the consolidated results of operations and cash flows for the periods then ended.

(b) Except as disclosed on the balance sheet included among the Financial Statements, the Company does not have, at the Balance Sheet Date or since, any liabilities or obligations (whether accrued, absolute, contingent, unliquidated or otherwise, whether known or unknown, whether due or to become due and regardless of when asserted) that would be required to be disclosed on a consolidated balance sheet of the Company prepared in accordance with the Accounting Standards, except for such liabilities or obligations that: (i) were incurred after the Balance Sheet Date in the ordinary course of business (none of which is a liability resulting from noncompliance with any applicable Laws, breach of contract, breach of warranty, tort, infringement, claim or lawsuit); (ii) are expressly permitted by this Agreement; or (iii) have been discharged or paid in full as of the date of this Agreement, or will have been discharged or paid in full at or prior to the Closing.

(c) Except as set forth on Section 3.5(c) of the Disclosure Schedule, the Company does not have any Indebtedness.

3.6 Absence of Certain Changes. Except as set forth on Section 3.6(a)-(t) of the Disclosure Schedule, from January 1, 2020, the Company has operated in the ordinary course of business in all material respects, and there has been no:

(a) Material Adverse Effect;

(b) declaration, set-aside or payment of distributions in respect of the Shares or other equity interest of the Company or assignment, grant, acquisition, issuance, redemption, call, retirement, repurchase or other transfer of any Shares or other securities of the Company;

(c) modification, amendment, cancelation or termination of any Significant Contract or any other existing agreement, contract or instrument material to the Company or the Business;

(d) change in any of the Company's financial accounting principles, methods, or practices, except as required by the Accounting Standards or applicable Law;

(e) sale, disposition, lapse, lease, license or other transfer, or mortgage, pledge or other encumbrance or Lien (other than Permitted Liens), of or upon any material tangible or intangible asset of the Company, other than in the ordinary course of business consistent with past practice;

(f) creation, incurrence, assumption or guarantee by the Company of any Indebtedness over \$50,000;

(g) except as required by applicable Law or any Employee Benefits Plan, and except in the ordinary course of business consistent with past practice, increase in the compensation of the Employees;

(h) except as required by applicable Law, entry into, creation, suspension, termination or adoption of, or amendment to, any Employee Benefits Plan (including any grant of any increase of bonus, bonus opportunity or material wage, salary or other compensation to any employee or group of employees, other than increases in the ordinary course of business or required by a Significant Contract set forth on Section 3.8 of the Disclosure Schedule);

(i) acquisition by merger or consolidation, or by purchase of a substantial portion of the assets or stock, or by any other manner, of any business or any business entity by the Company;

(j) modification by the Company of its cash management practices, including delay or postponement of the payment of any accounts payable or commissions or any other liability or obligation, agreement or negotiation with any party to extend the payment date of any accounts payable or commissions or any other liability or obligation, engagement in any promotional sales, discounts or price reductions, or in any other activity (including requesting the acceleration of customer orders) that has or would reasonably be expected to (or is intended to) have the effect of accelerating to earlier periods sales or the collection of accounts or notes receivable that otherwise would be expected to occur in subsequent periods, in each case for this clause (j) other than in the ordinary course of business consistent with past practice;

(k) disclosure of any significant confidential information to any Person (other than in circumstances in which it has imposed reasonable and customary confidentiality restrictions);

(l) initiation (or receipt of written notice with respect to) of any Proceeding, including any notice of Proceeding or any other regulatory action with respect to the Business;

(m) cancellation, compromise, waiver or release by the Company of any material right or claim, except in the ordinary course of business consistent with past practice;

(n) amendment, restatement or adoption of Organizational Documents of the Company;

(o) termination of the employment relationship with any executive or other employee of the Company with a base salary of over \$75,000 per year (or the foreign currency equivalent thereof) or receipt of notice from any such employee that he or she intends to terminate, suspend or curtail his or her employment with the Company;

(p) direct or indirect engagement in any transaction or Contract between the Company, on the one hand, and any officer, director, shareholder, or Affiliate of the Company, on the other hand, except in the ordinary course of business or as described on Section 3.6(p) of the Disclosure Schedule;

(q) damage, destruction or casualty loss suffered by the Company in excess of \$25,000 in the aggregate, whether or not covered by insurance;

(r) change or making of any material Tax election, change of an annual accounting period, change of any accounting method, filing of any amended Tax Return, entering into of any closing agreement with any Governmental Authority with respect to Taxes, or settlement of any Proceeding with respect to Taxes, in each case by the Company;

(s) capital expenditures or commitments therefor in excess of \$25,000; or

(t) entry by the Company into a Contract to do any of the matters listed in the foregoing subsections (a)-(s) of this Section 3.6.

3.7 Title to Assets. The Company, directly or indirectly, owns and has good title to or, in the case of leased properties and other assets, has valid leasehold interests in, all properties and other assets necessary for the conduct of the Business as presently conducted by the Company. All of such properties and other assets are either reflected on the Financial Statements or were acquired since the Balance Sheet Date, except for properties and assets sold or otherwise disposed of since the Balance Sheet Date in the ordinary course of business consistent with past practice. Such properties and other assets are not subject to any Liens, other than any: (a) Permitted Liens; or (b) Liens in connection with leased equipment or other assets set forth in Section 3.7 of the Disclosure Schedule. The tangible assets owned or used by the Company are, taken as a whole, in good repair and operating condition, reasonable wear and tear excepted, and are adequate for the purposes for which they are being used. No Seller or its Affiliates or family members holds any assets that are material to or otherwise used in connection with or necessary for the Business.

3.8 Significant Contracts.

(a) Section 3.8(a) of the Disclosure Schedule contains an accurate and complete list of all of the following Contracts to which the Company is a party (collectively, Contracts required to be set forth on the Section 3.8(a) of the Disclosure Schedule are referred to herein as the “Significant Contracts”):

(i) each Contract providing for the performance of services or the delivery of goods or materials by or to customers or suppliers of the Company involving aggregate consideration of more than \$25,000 per year;

(ii) each Real Estate Lease, each capitalized lease of personal property, and each other lease of or for personal property involving payments, individually or in the aggregate, of more than \$10,000 per year;

(iii) each Contract for the sale or other disposition of any of the properties or other assets of the Company for consideration in excess of \$25,000;

(iv) each Contract for the acquisition of any business or a substantial portion of the assets or securities of any business entity (whether by merger, consolidation, purchase of securities, purchase of assets or by any other manner), in each case involving consideration in excess of \$25,000;

(v) any right of first refusal, right of first negotiation or right of first offer in favor of a party other than the Company;

(vi) any joint venture, partnership or similar arrangement involving the Company;

(vii) all broker, distributor, dealer, franchise, agency, sales promotion, sales representative, market research, marketing consulting and advertising Contracts to which the Company is a party, in each case, which involve aggregate payment that are expected to be in excess of \$25,000;

(viii) each Contract relating to Indebtedness (including any guaranty of Indebtedness of any Person or any grant of security or Lien with respect to Indebtedness) and each settlement agreement, consent decree or similar Contract settling any Proceeding or threatened Proceeding;

(ix) each Contract between or among the Company on the one hand and any Seller or any Affiliate of a Seller, on the other hand;

(x) each collective bargaining agreement with any labor or other employee representative of a group of employees;

(xi) except as set forth on Section 3.14(a) of the Disclosure Schedule, each Contract for the employment of or provision of services (pursuant to an employment agreement, consulting agreement or similar arrangement) by an officer, individual employee or other Person in each case with base compensation over \$75,000 per year (or the foreign currency equivalent thereof) on a full-time, part-time, consulting or other basis;

(xii) each inbound and outbound Intellectual Property license (other than inbound licenses for commercially available software with a replacement cost, individually or in the aggregate of less than \$10,000);

(xiii) all Contracts that provide for the assumption by the Company of any Tax, environmental or other liability of any Person;

(xiv) each Contract with any Significant Customer or Significant Supplier;

(xv) each Government Contract;

(xvi) each Contract limiting the right of the Company to compete in any industry or geographic area or including “most favored nation” terms or exclusive dealing obligations; and

(xvii) each Contracts under which the consequences of a default or termination could reasonably be expected to result in a Material Adverse Effect, or is otherwise material to the Company, to the extent not listed in (i)-(xvi) above.

(b) Each of the Significant Contracts is a legal, valid and binding obligation of the Company party thereto, enforceable against the Company and, to the Knowledge of the Company, the other parties thereto, subject in each case to the Equitable Exceptions, and neither the Company nor, to the Knowledge of the Company, any of the other parties thereto, is in material breach of such Significant Contract, and to the Knowledge of the Company no event has occurred which (with the passage of time or the giving of notice or both) would result in a default under or breach of, or permit the termination, modification or acceleration of any material obligation under, any Significant Contract. The Data Room contains correct and complete copies of each written Significant Contract (including, for the avoidance of doubt, all amendments, supplements, additional terms and waivers thereof) and has included in Section 3.8(b) of the Disclosure Schedule a correct and complete description of all material terms of each oral Significant Contract.

(c) No Seller or any of its Affiliates or family members is party to any Contract that is material to the Business as currently conducted.

3.9 Real Property. The Company has never owned any real property. Section 3.9 of the Disclosure Schedule sets forth a true and complete list of all real property that is subject to a Real Estate Lease (the “Leased Real Property”). The Company has not assigned, subleased, mortgaged, deeded in trust or otherwise transferred or encumbered any Leased Real Property or any interest therein. The Leased Real Property comprises all real property interests used in or necessary for the conduct of the Business by the Company.

3.10 Intellectual Property.

(a) Section 3.10(a) of the Disclosure Schedules hereto contains a complete and accurate list of all Company Intellectual Property included in clauses (i) - (iii) and (vi) of the definition of Intellectual Property that has been registered by the Company or for which an application for registration has been filed. The Company is the sole and exclusive owner of all Company Intellectual Property owned or purported to be owned by the Company.

(b) Section 3.10(b) of the Disclosure Schedules contains a complete and accurate list of all licenses and other rights granted by the Company to any Person with respect to any Company Intellectual Property (for this purpose, excluding non-exclusive licenses and rights granted by the Company to customers in the ordinary course of business) and all licenses and other rights granted by any Person to the Company with respect to any Company Intellectual Property

(for this purpose, excluding so-called “off-the-shelf” products and “shrink wrap” software licensed to the Company in the ordinary course of business and easily obtainable without material expense) identifying the subject Company Intellectual Property and indicating whether or not such licenses or other rights are exclusive or non-exclusive. All of the Contracts set forth on Section 3.10(b) of the Disclosure Schedules are legal, valid and binding obligation of the Company and the other parties thereto, subject in each case to the Equitable Exceptions. To the Company’s Knowledge, no party intends to terminate or repudiate any Contracts set forth on Section 3.10(b) of the Disclosure Schedules, and there are no grounds for rescission, avoidance or repudiation of any such Contract. Except as disclosed on Section 3.10(b) of the Disclosure Schedules, the Company has not granted to any third Person any ownership rights, exclusive rights or any rights to license or sublicense any of the products or services the Company develops, manufactures or sells or any Intellectual Property owned by the Company relating to such products or services. Except as set forth in set forth on Section 3.10(b) of the Disclosure Schedules, the Company does not license or use any “open source” software. The Company has not used, modified, or distributed any “open source” software/materials set forth on Section 3.10(b) of the Disclosure Schedules in a manner that: (i) requires the disclosure or distribution of any source code of any software of the Company; (ii) requires the licensing of any source code of any software of the Company, for the purpose of making derivative works; (iii) imposes any restrictions on the consideration to be charged for the distribution of any software or other Company Intellectual Property; (iv) requires the Company to grant a license under or refrain from asserting any Company Intellectual Property rights, or (v) impose any other material limitation, restriction, or condition on the right of the Company with respect to the use or distribution of its Company Intellectual Property. The Company has complied with all of the terms and conditions of each applicable “open source” license, including all requirements pertaining to attribution and copyright notices. No Person has alleged that the Company is violating or has violated the terms of any “open source” license.

(c) The Company has complied with all of its obligations pursuant to any license or agreement relating to the distribution, modification, reproduction and use of any Intellectual Property owned by a third party, and owns or possesses sufficient legal rights to use all Company Intellectual Property without additional liability (other than payments in the ordinary course of business for so-called “off-the-shelf” products or “shrink wrap” software that are accurately reflected on the Financial Statements).

(d) The Company has accurate and complete copies of all source code of all software, firmware, middleware owned by or purported to be owned by the Company, together with all extracts, portions and segments thereof. Except as set forth Section 3.10(d) of the Disclosure Schedules, the Company has not disclosed, delivered or licensed to any Person or agreed or obligated itself to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any source code of any software of the Company, other than disclosures to employees of the Company involved in the development of such software pursuant to binding written contracts that prohibit use or disclosure except in the performance of services for the Company. Without limiting the foregoing, neither the execution nor performance of this Agreement nor the consummation of any of the transactions contemplated hereby will result in delivery to a third party of any source code of any software of the Company.

(e) The Company Intellectual Property is sufficient for the Company and the Purchaser to conduct the Business from and after the Closing as presently conducted or proposed

to be conducted by the Company or the Purchaser. No Seller or any of its Affiliates or family members holds or has an interest in any rights to Intellectual Property that is material to the Company or otherwise used in connection with the Business.

(f) The Company has not misappropriated, violated or infringed, is not misappropriating, violating or infringing, and, by conducting the Business, would not misappropriate, violate or infringe upon any Intellectual Property of any other Person, and the Company has no Knowledge of any misappropriation, violation or infringement by any Person of any Company Intellectual Property. The Company has not received any notice from any Person claiming any misappropriation, violation or infringement by the Company of any Person's Intellectual Property rights (including any "invitation to license").

(g) Each item of registered Company Intellectual Property owned by the Company is valid, subsisting and enforceable. All necessary registration, maintenance and renewal fees in connection with such registered Company Intellectual Property have been paid and all necessary documents and certificates in connection with such registered Company Intellectual Property have been filed with the relevant authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such registered Company Intellectual Property. There is no threatened or reasonably foreseeable loss or expiration of any registered Company Intellectual Property.

(h) The Company has taken commercially reasonable steps to protect its rights in, and the confidentiality of, the Company Intellectual Property belonging to the Company or provided by any other Person to the Company. Without limiting the foregoing, the Company has, and has consistently enforced, a policy requiring each of their employees, consultants, contractors and service providers to execute a proprietary rights, assignment of inventions and confidentiality agreement that validly transfers ownership of Intellectual Property developed for or on behalf of the Company or its clients by such Person to the Company and validly waives any "moral rights" (if applicable), copies of which have been previously provided to the Purchaser. Each such employee, consultant, contractor and service provider of the Company has executed such an agreement in the form previously provided to the Purchaser. To the Knowledge of the Company, there has been no: (i) unauthorized disclosure of any third party proprietary or confidential information in the possession, custody or control of the Company, or (ii) unauthorized disclosure or use of any Company Intellectual Property. To the Knowledge of the Company, no employee of the Company is obligated under any agreement or commitment, or subject to any Order, that could interfere with such employee's duties to the Company or that could conflict with the Business. All contractors have assigned all rights they may own in any Company Intellectual Property created by such contractor to the Company, including waivers of any "moral rights" such contractors may possess.

(i) The Company is not required to pay any royalties or other compensation to any third parties in respect of its ownership or use of any Company Intellectual Property, other than payments in the ordinary course of business for so-called "off-the-shelf" products or "shrink wrap" software that are accurately reflected on the Financial Statements.

(j) The Company's rights in and to the Company Intellectual Property are free and clear of all Liens (other than Permitted Liens) and will not be affected in any way by the consummation of the transactions contemplated hereunder.

(k) No Company Intellectual Property was developed using funds obtained by the Company under any grants from any Governmental Authority.

(l) No Company Intellectual Property owned or purported to be owned by the Company was developed using Intellectual Property or the proprietary information of any other Person.

3.11 Litigation. Except as set forth on Section 3.11 of the Disclosure Schedule, there is no Proceeding pending against the Company or against any owner, stockholder, shareholder, officer, director, or employee of the Company in relation to the Business, and no such Proceeding has been settled or adjudicated for the past five (5) years or, to the Knowledge of the Company, no Proceeding has been threatened in writing, against the Company. Except as set forth on Section 3.11 of the Disclosure Schedule, to the Knowledge of the Company, there is no act, omission, occurrence, event or circumstance relating to the Company, or the conduct or practices thereof, that would reasonably be expected to give rise to a Proceeding. There is no Proceeding pending or threatened in which the Company is the plaintiff or complainant. There are no outstanding Orders against the Company or by which any of its assets are bound.

3.12 Compliance With Law.

(a) The Company and each of the Sellers have at all times complied and is in compliance with all Laws, including all Laws applicable to, involving or affecting the Company, the Business, assets or properties. The Company has not received any written or, to the Knowledge of the Company, oral notice of, or been formally charged with, the violation of any such Laws. The Company has effectively implemented adequate internal procedures, policies and controls, consistent with industry practice from time to time, to effectively prevent the Company, as well as its representatives, from violating any Law applicable to the Business, assets or properties or requirements under any Government Contracts.

3.13 Environmental Matters. The Company is not and has not been in violation of any applicable Environmental Law. The Company has not received any written notice, report or Order regarding any actual or alleged violation by the Company of any applicable Environmental Law or of any liability of the Company arising under any applicable Environmental Law. The Company has obtained, maintain in full force and effect, and are not and have not been in violation of, any Permit required to be obtained and maintained by them or issued under applicable Environmental Law to conduct the Business as presently conducted. There is and has been no Release, treatment, storage or disposal of, or exposure of any Person to, any Hazardous Substance at or from any real property currently or formerly owned, operated or leased by the Company or at any offsite waste disposal facility, in each case for any of the foregoing that would give rise to any current or future material liability of the Company under any applicable Environmental Law.

3.14 Employee Matters; Employee Benefits.

(a) Section 3.14(a)(i) of the Disclosure Schedule sets forth, for each employee, officer, and an independent contractor of the Company, as of the date hereof, his or her (i) name, (ii) rate of pay or annual compensation (including actual or potential bonus payments and the terms of any commission payments or programs), (iii) title(s) (including whether full-time or part-time), (iv) status of employment or engagement, (v) date of hire or engagement, (vi) annual vacation, sick and other paid time off allowance, (vii) amount of accrued vacation, sick and other paid time off and the economic value thereof, (viii) description of other fringe benefits, (ix) terms of severance benefits, (x) status as independent contractor or employee, (xi) status as exempt or non-exempt, and (xii) work visa status. Section 3.14(a)(i) of the Disclosure Schedule also identifies each employee, officer and independent contractor who is not fully available to perform his or her duties as a result of leave and sets forth the basis of such leave and the anticipated date of return to full service. Section 3.14(a)(ii) of the Disclosure Schedule sets forth all employment, consulting, independent contractor, severance pay, continuation pay, termination or indemnification Contracts between the Company and each employee, officer and an independent contractor. Any Person currently or formerly performing services for the Company during the five (5) year period preceding the date hereof who has been classified as an independent contractor has been correctly classified as an independent contractor. The Company has never leased any employees from any other Person. Any Person currently or formerly performing services for the Company or during the five (5) year period preceding the date hereof who has been classified as an exempt employee has been correctly classified as exempt. The Company does not have any employees in the United States.

(b) Except as set forth in Section 3.14(b) of the Disclosure Schedule, the Company has not made any representation, promise or guarantee to any Person (i) that the Company intends to retain or offer to retain any such Person or (ii) regarding the terms and conditions on which the Company may retain or offer to retain any such Person. Section 3.14(b) of the Disclosure Schedule also contains a list of any openings or unfilled positions for employees of the Company as of the date of this Agreement. There are no Proceedings pending or, to the Knowledge of the Company, threatened against or involving the Company by any current or former employee, officer or independent contractor of the Company. To the Knowledge of the Company, no employee, officer or independent contractor of the Company is in material violation of any term of any employment, consulting, independent contractor, non-disclosure, non-competition, non-solicitation, or inventions assignment Contract with the Company. The Company is and has at all times during the five (5) year period preceding the date hereof been in compliance with all applicable Laws with respect to any aspect of the employment or engagement of its employees, officers and independent contractors, including with respect to employment practices, terms and conditions of employment, wage and hours, hiring practices, background checks, parental and family leave and pay, immigration, non-discrimination in employment, workers compensation and the health and safety at work of its employees, including under the Immigration Reform and Control Act, and there are no claims pending or, to the Knowledge of the Company, threatened by any Person in respect of employment or engagement, any accident or injury or any unsatisfied obligations by the Company. The Company has never effected any workforce restructuring or mass layoffs. The Company is not currently, and during the five (5) year period preceding the date hereof has not been, the subject of any Proceeding by the U.S. Department of Homeland Security, the U.S. Citizenship and Immigration Services, the U.S. Department of Justice or any state or local agency or authority. All employees and independent

contractors have the legal right to perform services for the Company in accordance with local immigration, work permit and similar applicable Laws and regulations.

(c) To the Knowledge of the Company, no allegations of sexual harassment, assault or misconduct have been made against any current or former officer, director, manager or employee of the Company. The Company has not entered into any settlement agreement related to allegations of sexual harassment, assault or misconduct by any current or former officer, director, manager or employee of the Company.

(d) Except as set forth in Section 3.14(d) of the Disclosure Schedule, the Company's liability towards its employees regarding severance pay, accrued vacation and contributions to all Employee Benefits Plans are fully funded or if not required by any source to be fully funded are accrued on the Financial Statements as of the date of such Financial Statements. All amounts that the Company is legally or contractually required to either (i) deduct from its employees' salaries and any other compensation or benefit or to transfer to such employees pursuant to an Employee Benefits Plan or (ii) withhold from their respective employees' salaries and any other compensation or benefit and to pay to any Governmental Authority as required by any applicable Law, have been duly deducted, transferred, withheld and paid, and the Company does not have any outstanding obligation to make any such deduction, transfer, withholding or payment (other than routine payments, deductions or withholdings to be timely made in the ordinary course of Business).

(e) Section 3.14(e) of the Disclosure Schedule contains an accurate and complete list of each retirement, pension, employment, deferred compensation, medical, dental, disability, life, severance, change-in-control, retention, vacation, incentive, bonus, equity option, equity purchase or equity-based compensation and any other material benefit or compensation plan, program, policy, agreement or arrangement sponsored, contributed to or maintained by the Company or for which the Company has any outstanding liability or obligation (in all cases, whether or not such plan is an "employee benefit plan" within the meaning of Section 3(3) of ERISA) (each such plan, an "Employee Benefit Plan"). The Data Room contains accurate and complete copies of the following: (i) the plan document, if any, for each Employee Benefit Plan (or a written summary of all significant terms, with respect to any significant unwritten Employee Benefit Plan) and any associated trust or other funding agreements; (ii) to the extent required by applicable Law, the most recent Form 5500 annual report filed with the IRS or the Department of Labor with respect to each Employee Benefit Plan (including all attachments and audit reports, as applicable); (iii) the most recent summary plan description provided with respect to any Employee Benefit Plan (if required); (iv) the most recent determination letter (or opinion letter) received from the IRS; and (v) employment manuals that apply to Employees.

(f) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or is otherwise entitled to rely on a prototype plan sponsor's opinion letter, in either case from the IRS, to the effect that such Employee Benefit Plan satisfies the requirements of Section 401(a) of the Code and that its related trust is exempt from taxation under Section 501(a) of the Code. To the Knowledge of the Company, no event has occurred since the most recent determination letter was issued that would reasonably be expected to result in the loss of the tax-qualified status of any such Employee Benefit Plan.

(g) No Employee Benefit Plan is, and neither the Company nor any of its ERISA Affiliates have ever sponsored, maintained or contributed to, or has any liability with respect to, an employee benefit plan (as defined in Section 3(3) of ERISA) that (i) is or was subject to Title IV of ERISA; (ii) is or was a multiemployer plan (as defined in Sections 3(37) or 4001(a)(3) of ERISA); or (iii) provides or provided for postretirement medical or life insurance benefits (except as otherwise required under state or federal benefits continuation Laws) to any of the Employees, directors or former employees of the Company or any dependent or beneficiary of any of them.

(h) Each Employee Benefit Plan has been funded, maintained and administered, in form and operation, in all material respects in accordance with its terms and applicable Law (including ERISA and the Code). Neither the Company nor any “party in interest” or any “disqualified person” with respect to an Employee Benefit Plan, has engaged in a non-exempt “prohibited transaction” (within the meaning of Section 406 of ERISA or Section 4975 of the Code) that would result in material liability to the Company under Section 406 of ERISA or Section 4975 of the Code. All contributions required to be made to, and all premiums required to be paid with respect to, the Employee Benefit Plans have been timely made in accordance with the terms of the Employee Benefit Plans, any applicable Contracts and applicable Laws. All material contributions for any period ending on or before the Closing Date that are not yet due have been or will be paid to each Employee Benefit Plan (or related trust) or accrued in accordance with the Accounting Standards or other local Law accounting requirements, and all premiums or other payments for all periods ending on or before the Closing Date have and will have been timely paid with respect to each Employee Benefit Plan that is an employee welfare benefit plan (as defined in Section 3(1) of ERISA) whether or not subject to ERISA. No unfunded liability exists with respect to any Employee Benefit Plan.

(i) Except as set forth in Section 3.14(i) of the Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby would: (i) result in any payment from the Company becoming due to any Employee; (ii) materially increase any compensation or benefits otherwise payable by the Company; (iii) result in the acceleration of the time of payment or vesting or forfeiture of any compensation or benefits payable by the Company; or (iv) result in the requirement of the Company to provide funding for security for any such compensation or benefits.

(j) Except as set forth in Section 3.14(j) of the Disclosure Schedule, the Company has never made any loans to employees or independent contractors of the Company, or their immediate family members. Any loans set forth in Section 3.14(j) of the Disclosure Schedule have been fully repaid and are not outstanding.

(k) No individual who has been classified by the Company as a non-employee (such as an independent contractor, leased employee, consultant, or any employee of any of the foregoing) will have a claim against the Company for eligibility to participate in any Employee Benefit Plans if such individual is later reclassified as an employee of the Company. No individual performing services for the Company is a “leased employee” within the meaning of Section 414(n) of the Code.

(l) There is no action, investigation, suit, claim or Proceeding pending, or to the Knowledge of the Company, threatened, against the Company with respect to any Employee Benefit Plan (other than routine claims for benefits).

(m) The Company has not identified any indemnity obligation for any Taxes imposed under Code Sections 4999 or 409A.

(n) As of the date of this Agreement, the Senseforth India has no present intention to terminate the employment relationship between Senseforth India and any of the Key Employees and, to the Company's Knowledge, no such employee has an intent to terminate his or her relationship with Senseforth India. Any employment contract in place with the Key Employees is a legal, valid and binding obligation of Senseforth India, enforceable against the Senseforth India and, to the Knowledge of the Company, the other party thereto, subject in each case to the Equitable Exceptions.

3.15 Labor Matters. The Company is not party to any collective bargaining agreement or other labor agreement with any group of employees or employee representative. There are no (and for the past three (3) years there have not been any) organization efforts, strikes, work stoppages, slowdowns or lockouts pending or, to the Knowledge of the Company, threatened, that involve the employees of the Company. There are no Proceedings, grievances, claims, complaints or charges pending or, to the Knowledge of the Company, threatened against the Company with respect to any employment or labor matters, occupational health or safety, employee classifications, discrimination or equal opportunity employment or wages and hours, and, to the Knowledge of the Company, there is no act, omission, occurrence, event or circumstance relating to the employees and service providers of the Company, or the conduct or practices thereof, that would reasonably be expected to give rise to such a Proceeding.

3.16 Tax Matters.

(a) The Company has timely filed all Tax Returns that it was required to file, and all such Tax Returns were correct and complete in all material respects. The Company has timely paid all Taxes due and owing by it, for which it is responsible for payment, or which are payable with respect to its income, assets, or activities, in each case whether or not shown to be due on any Tax Return. The Company (i) is not currently the beneficiary of any extension of time within which to file any Tax Return and (ii) has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. The Company has withheld and paid all Taxes that it was required to have withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, or other third party, and all Tax forms, including IRS Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(b) There are no Liens for Taxes upon the stock or assets of the Company other than for Taxes not yet due and payable.

(c) The Company has not received notice from a Governmental Authority of a claim (i) concerning any Tax liability of the Company or (ii) that the Company is or may be subject to taxation by a jurisdiction in which it does not file Tax Returns.

(d) The Data Room contains (i) complete and correct copies of all Tax Returns for all income and other material Taxes filed by the Company for all taxable years ending on or after December 31, 2016, and (ii) copies of any examination reports and statements of deficiencies assessed against or agreed to by the Company. In the case of each such Tax Return, the Company has indicated whether it was subject to audit, examination, adjustment, deficiency, or any other form of controversy.

(e) No audits, claims or controversies are in progress, have been in progress for any Tax period for which the statute of limitations on assessment remains open, or are pending with respect to the Company or, to the Knowledge of the Company, threatened with regard to any Taxes or Tax Returns of the Company. No deficiency assessment with respect to, or proposed adjustment of, the Company's Taxes is pending.

(f) The Company (i) has not been a member of an "affiliated group," within the meaning of Code Section 1504(a), (ii) has not been included in any "consolidated," "unitary" or "combined" Tax Return provided for under the laws of any jurisdiction, (iii) has no liability for the Taxes of any other Person (including, without limitation, under Section 1.1502-6 of the Treasury Regulations, or any similar provision of state, local or non-U.S. law), and (iv) does not have any liability for the Taxes of any other Person, as a transferee or successor, by Contract or otherwise.

(g) The Company is not party to any Tax allocation or Tax sharing agreement, is not bound by any such agreement, and is not required to make any payment pursuant to any such agreement.

(h) The Company is not and has not (i) been a party to any "listed transaction," as defined in Code Section 6707A(c)(2) and Treasury Regulation Section 1.6011-4(b)(2) or (ii) been a party to any "reportable transaction," as defined in Section 6707A(c)(1) of the Code and Section 1.6011-4(b) of the Treasury Regulations.

(i) The Company is not a party to any agreement, Contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of any amount that will not be fully deductible as a result of Code Section 162(m) (or any corresponding provision of state, local, or non-U.S. Tax Law).

(j) The Company will not be required to include any item of income in, or exclude any 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 (and the Company does not have an application pending with the IRS or any other Governmental Authority requesting permission for any change in accounting method);

(ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date;

(iii) “closing agreement” as described in Code Section 7121 (or any corresponding or similar provision of state, local, or non-U.S. Income Tax Law) executed on or prior to the Closing Date;

(iv) prepaid amount received on or prior to the Closing Date;

(v) installment sale or open transaction disposition made on or prior to the Closing Date;

(vi) election under Code Section 108(i); or

(vii) intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law).

(k) The Company does not have a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise have an office or fixed place of business in a country other than the country in which it is organized.

(l) All records which the Company is statutorily required to keep for taxation purposes or which would be needed to substantiate any claim made or position taken in relation to taxation by the Company have been duly kept and are available for inspection.

(m) The Company is not 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 non-U.S. Tax Law) in connection with the transactions contemplated by this Agreement.

(n) Section 3.16(m) of the Disclosure Schedule lists all jurisdictions (whether foreign or domestic) in which the Company pays Taxes and the nature of the Taxes paid by the Company.

(o) The Company has not distributed any equity interest of another Person or has had any equity interest in it distributed by another Person in a transaction that was purported or intended to be governed by Code Section 355 or Section 361.

(p) The Company is not presently contesting any Tax liability before any court, tribunal or agency, and there is no dispute, assessment, deficiency, or claim concerning any Tax liability of the Company either (A) claimed, threatened or raised in writing by any Governmental Authority, or (B) as to which the Company or any of its stockholders, directors, or officers (or employees responsible for Tax matters) has Knowledge.

(q) There are no (i) powers of attorney with respect to any Tax matters relating to the Company, or (ii) Tax rulings, closing agreements, offers in compromise, or gain recognition agreements requested of or received from any Governmental Authority with respect to the Company.

(r) The Company has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

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

(t) The unpaid Taxes of the Company (i) did not, as of the most recent fiscal month end, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the most recent balance sheet (rather than in any notes thereto) and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company in filing its Tax Returns.

(u) The Company and each of its Subsidiaries is in compliance with applicable United States (including federal, state, and local) and foreign transfer pricing laws and regulations in all respects, including the execution and maintenance of contemporaneous documentation (including principal documents and background documents described at Treasury Regulation Section 1.6662-6) substantiating the transfer pricing practices and methodology relating to the Company and its Subsidiaries. All related party transactions, whether domestic or international have been on an arm's length basis and are not excessive or unreasonable with respect to fair value can be substantiated to the Tax Authorities based on cogent documentation and all Taxes due or accrued thereon have been duly paid.

(v) Senseforth India is not a "passive foreign investment company" within the meaning of Code Section 1297.

(w) The Company has never been an S corporation within the meaning of Code Section 1361 or a qualified subchapter S subsidiary within the meaning of Treasury Regulations Section 1.1361-2.

(x) The Company has collected and remitted to the appropriate Governmental Authorities all Taxes payable with respect to services provided, or tangible personal property transferred, to its customers.

(y) The Company has timely, accurately, and completely filed (i) all FinCEN Forms 114 (or predecessor forms) that it was required to file, (ii) all IRS Forms 5471 that it was required to file, (iii) all IRS Forms 5472 that it was required to file, and (iv) all other federal, state local, or foreign information returns that it was required to file (or provide to any other Person).

(z) All records which the Company is statutorily required to keep for taxation purposes or which would be needed to substantiate any claim made or position taken in relation to taxation by the Company have been duly kept and are available for inspection.

(aa) The Company has correctly classified each individual who has provided services to the Company as an employee or independent contractor for Tax purposes.

3.17 Permits. Section 3.17 of the Disclosure Schedule sets forth an accurate and complete list of all Permits necessary for the conduct of the Business as presently conducted by the Company (collectively, the “Company Permits”). Each of the Company Permits is in full force and effect, and the Company is not in violation in any material respect of any of the terms, conditions or requirements of the Company Permits. There is no Proceeding pending or, to the Knowledge of the Company, threatened that: (a) questions or contests the validity of, or seeks the revocation, nonrenewal or suspension of, any Company Permit; or (b) seeks the imposition of any condition, administrative sanction, modification or amendment with respect to any Company Permit. No Seller or any of its Affiliates or family members holds that Permits that is used in connection with the Business.

3.18 Insurance. Section 3.18 of the Disclosure Schedule sets forth an accurate and complete list of all insurance policies maintained by the Company (indicating in each case which entity holds such policy, and the nature and limits thereof). All premiums with respect to such insurance policies have been paid in accordance with the terms and conditions of such insurance policies. The Company is in compliance with all other terms and conditions of such insurance policies; and: (a) no dispute exists with any insurance carrier with respect to the scope of any insurance coverage; and (b) the Company has not received any notice of cancellation, termination or reduction in coverage or any other indication that any such insurance policy is no longer in full force and effect or will not be renewed.

3.19 Customers. Section 3.19 of the Disclosure Schedule lists the ten (10) most significant customers of the Company for the fiscal years ended December 31, 2019 and December 31, 2020, measured by the revenues from such customers for such time period (the “Significant Customers”). The Company has not received notice from any Significant Customer that such Significant Customer: (a) has decreased its purchases from the Company, or expects or intends that its future purchases from the Company will decrease as compared to its purchases during the fiscal year ended December 31, 2020; (b) has terminated or suspended or will terminate or suspend its relationship with the Company; or (c) has made or intends to make any other adverse change in its relationship with the Company. Since the date of the most recent Financial Statements, the Company has not received a written notice of any dispute from any Significant Customer outside of the ordinary course of business.

3.20 Suppliers. Section 3.20 of the Disclosure Schedule lists the ten (10) most significant suppliers for products and supplies of the Company for the fiscal years ended December 31, 2019 and December 31, 2020, measured by dollar volume of purchases from such suppliers for such time period (the “Significant Suppliers”). The Company has not received any notice from any Significant Supplier that such Significant Supplier: (a) has decreased its sales to the Company, or expects or intends that its future sales to the Company will decrease as compared to its sales during the fiscal year ended December 31, 2020; (b) has terminated or suspended or will terminate or suspend its relationship with the Company; or (c) has made or intends to make any other adverse change in its relationship with the Company. Since the date of the most recent Financial Statements, the Company has not received a written notice of any dispute from any Significant Supplier outside of the ordinary course of business.

3.21 Certain Business Practices.

(a) Neither the Company nor any manager, director, officer, or, to the Knowledge of the Company, agent, employee or other Person acting on behalf of the Company (including any Affiliate of the Company) has, directly or indirectly, (i) violated, or been investigated or made any voluntary disclosures to any Governmental Authority with respect to any violation or potential violation of, any Anti-Corruption Law and, to the Knowledge of the Company, there are no facts or circumstances that would reasonably be expected to form the basis for any such violations, investigations or voluntary disclosures, (ii) used any funds for unlawful contributions, gifts, entertainment or other unlawful payments relating to political activity, (iii) made any unlawful payment to any foreign or domestic government official or employee or to any foreign or domestic political party or campaign, or (iv) made any other unlawful payment of a type similar to those described in this Section 3.21(a). The Company has instituted appropriate measures in relation to business conduct and ethics reasonably designed to prevent or detect any conduct of business of the Company involving the actions described in the foregoing clauses (i) through (iv) and such measures were effective in preventing any unlawful conduct. The books and records of the Company accurately and fairly reflect in all material respects the transactions and the dispositions of assets of the Company in reasonable detail and the Company maintains systems of internal accounting controls sufficient to provide reasonable assurances that (w) transactions are executed in accordance with management's general or specific authorization, (x) transactions are recorded as necessary to maintain accountability for assets, (y) access to assets is permitted only in accordance with management's general or specific authorization and (z) the recorded accountability for assets is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.

(b) Neither the Company nor any manager, director, officer, or, to the Knowledge of the Company, agent, employee or other Person acting on behalf of the Company (including any Affiliate of the Company) has, directly or indirectly (i) paid or delivered or agreed to pay or deliver any fee, commission or other sum of money or item of property or benefit, however characterized, to any Person, government official or other party that is illegal or improper under any applicable Law, (ii) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (iii) made any unlawful payment or offered anything of value to any foreign or domestic government official or employee or to any foreign or domestic political parties or campaigns, (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or transfer of value to any other Person or (v) established or maintained any fund that has not been recorded in the books and records of the Company.

(c) The Company has not been a party to any Contract with, conducted business with or participated in any transaction involving, (i) any Person identified on OFAC's list of Specially Designated Nationals and Blocked Persons or targeted by an OFAC Sanctions Program, (ii) any Governmental Authority with respect to which the United States or any jurisdiction in which the Company is operating or located administers or imposes economic or trade sanctions or embargoes, (iii) any Person acting, directly or indirectly, on behalf of, or an entity that is owned or controlled by, a Specially Designated National and Blocked Person or by a Governmental Authority or (iv) a Person on any other similar export control, terrorism, money laundering or drug trafficking related list administered by any Governmental Authority either within or outside the United States with whom it is illegal to conduct business pursuant to applicable Laws, in each case in violation of any applicable Law.

3.22 Affiliate Transactions. Except as set forth in Section 3.22 of the Disclosure Schedule, the Company is not a party, directly or indirectly, to any Contract, business arrangement or business relationship with any Seller or with any Affiliate of any Seller (excluding in each case the Company), or with any director, officer, management-level employee, limited liability company manager, director, or managing director (or functional equivalent of any of the foregoing) of the Company, or any of the immediate family members of any of the foregoing (collectively, “Related Parties”). The Company has not made any loan or provided or made available any financial accommodation to any Seller or their Related Parties, and neither the Sellers nor any of their respective Related Parties have made any loan or provided or made available any financial accommodation to the Company. Except as set forth on Schedule 3.22, no Related Party owns or holds, directly or indirectly, any material property or right (whether tangible or intangible) that is used by the Company in the conduct of the Business.

3.23 Information Technology; Privacy and Data Security.

(a) The Company has sufficient rights to use all computer software, firmware, networks, middleware and systems, and information technology equipment used or held for use in connection with the operation of the Business and associated documentation (collectively, the “IT Assets”), all of which rights shall survive unchanged upon the consummation of the transactions contemplated hereunder. The IT Assets have not materially malfunctioned or failed since January 1, 2017. The IT Assets provide commercially reasonable redundancy and speed to meet the performance requirements of the Business as currently conducted. The IT Assets do not contain any viruses, malware, Trojan horses, worms, other undocumented contaminants, material bugs, vulnerabilities identified in the U.S. National Vulnerability Database maintained by the Department of Homeland Security and the National Institute of Standards and Technology, faults, disabling codes, or other devices or effects that reasonably could (i) enable or assist any Person to access without authorization the IT Assets or any information in the IT Assets, or (ii) otherwise adversely affect the functionality of the IT Assets. The Company periodically reviews patches, updates and hotfixes offered or recommended by any third-party developer or supplier of IT Assets and deploys such patches, updates and hotfixes. To the Knowledge of the Company, no Person has gained unauthorized access to any IT Assets.

(b) The Company has disaster recovery plans, procedures and facilities in place that are appropriate to minimize the disruption of its Business in the event of any material failure of any of the IT Assets in accordance with applicable Law and Company Contracts, and have tested such plans, procedures and facilities.

(c) Neither the Company nor, to the Knowledge of the Company, any of the Company’s customers, has experienced any data security breach of any of its IT Assets, or unauthorized access, use or disclosure of any Protected Information, owned, used, stored, held, received, or controlled by or on behalf of the Company or such customer, including any unauthorized access, use or disclosure of Protected Information.

(d) The Company’s receipt, collection, monitoring, maintenance, creation, transmission, use, analysis, disclosure, storage, disposal and security of all Protected Information has complied, and complies, in all material respects, with (i) all applicable Company privacy policies, (ii) all agreements or Contracts to which the Company is party or bound, (iii) all

Information Privacy and Security Laws, and (iv) privacy choices (including opt-out preferences) of end users.

(e) Senseforth India has performed a Security Assessment at commercially reasonable intervals, and no less frequently than required by applicable Law or contractual obligations. Senseforth India has developed a plan in accordance with applicable Information Privacy and Security Laws and all Contracts to which Senseforth India is a party to address and remediate all material threats and deficiencies identified in each Security Assessment, and Senseforth India has addressed and remediated those material threats and deficiencies in accordance with that plan and in accordance with applicable Information Privacy and Security Laws and applicable contracts.

3.24 Brokers. Except as set forth on Section 3.24 of the Disclosure Schedules, the Company is not obligated to pay any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement.

3.25 Powers of Attorney. Section 3.25 of the Disclosure Schedule sets forth an accurate and complete list of all Persons holding general or special powers of attorney from the Company and a summary of the terms thereof.

3.26 Bank Accounts. Section 3.26 of the Disclosure Schedule sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the Company maintains any deposit or checking account, the account numbers of all such accounts and the names of all persons authorized to draw thereon or make withdrawals therefrom.

3.27 Books and Records. The Data Room contains the minute books and stock record books of the Company, including written minutes of meetings and written resolutions of the boards of directors (or other governing body or committees thereof) and shareholders (or other holders of equity interests) of each entity. At the Closing, all of those Books and Records of the Company will be in the possession of the Purchaser.

3.28 Company Tax Warranties.

(a) The Company is and would remain a non-resident of India under the provisions of Section 2(30) read with Section 6 of the IT Act for the entire financial year in which completion of the India Purchase occurs.

(b) The Company is a tax resident of United States of America for the entire financial year in which completion of the India Purchase takes place and holds a valid tax residency certificate evidencing the same.

(c) The Company has an existing valid permanent account number in India for Indian tax purposes.

(d) The Company has acquired and holds the equity shares of Senseforth India as 'Investments' in its books of accounts and such equity shares of Senseforth India are not held as stock-in-trade and all gains accruing on sale of such equity shares of Senseforth India will be

offered to taxes by the Company under the head ‘income from capital gains’, in terms of the provisions of the IT Act and the Agreement for Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income between India and United States of America.

(e) The Company does not have its place of effective management in India under the IT Act and the Company has not received any written communication from a Governmental Authority alleging that Company has place of effective management in India.

(f) The Company does not have a permanent establishment or fixed base in India to which income from sale of Senseforth India can be attributed to, as understood for the purposes of the IT Act or the Agreement for Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income between India and United States of America. Further, the Company has not received any written communication from a Governmental Authority alleging that Company should be classified as having a permanent establishment in India.

(g) There is no Tax Proceeding initiated, pending or subsisting against the Company that can adversely affect the transfer of the equity shares of Senseforth India under Section 281 of the IT Act. There are no inquiries or investigations or Tax Proceedings against the Company under the provisions of the IT Act that could necessitate obtaining a certificate from the relevant Tax Authority under Section 281 of the IT Act.

(h) All documents, information and representations provided by the Company for the purpose of preparation of 281 Report are true, accurate, complete and have been made in accordance with applicable Law.

(i) All details, documents, information and representations provided by the Company for the purposes of providing the Big Four Tax Opinion and to the Fractal India for preparation of Form 15CA and 15CB are true, complete and accurate and have been made in accordance with applicable Law.

3.29 Disclosure. No representation or warranty or other statement made by Seller or the Company in this Agreement or the Disclosure Schedules contains any material misstatement of fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Each Seller represents and warrants to the Purchaser as follows, as of the date hereof and as of the Closing Date:

4.1 Formation; Existence; Good Standing; Authority; Enforceability. Each Seller (other than a Seller that is a natural Person) is duly organized, validly existing and in good standing under the Laws of such Seller’s jurisdiction of organization and has all required corporate or other power and authority to own or lease its properties and other assets, to conduct its business as presently conducted and to consummate the transactions contemplated by this Agreement. This

Agreement has been duly and validly executed and delivered by the Seller, and each other Seller Document to be executed and delivered by the Seller will be duly and validly executed and delivered by the Seller, as applicable. Assuming due authorization, execution and delivery by the Purchaser, this Agreement constitutes, and each such other Seller Document will constitute, a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except for Equitable Exceptions.

4.2 No Conflicts; Consents.

(a) Assuming the Seller Required Consents are delivered, filed and, if applicable, obtained prior to the Closing, the execution, performance and delivery by the Seller of this Agreement does not, the execution and delivery by the Seller of the other Seller Documents to be executed and delivered by the Seller will not, and the consummation of the transactions contemplated hereby and thereby will not: (i) with or without the giving of notice or the lapse of time or both, constitute a breach of or result in a default under, result in a material modification of the effect of, constitute an impermissible assignment or change of control, or result in any other party thereto having a right of termination, cancellation or acceleration under any Contract to which the Seller is a party or by which any of the Seller's properties and other assets are bound; (ii) result, in any material respect, in a violation of any Law applicable to the Seller; or (iii) result in the creation or imposition of any Liens on any of the properties or other assets of the Seller (including the Shares).

(b) Except for the Seller Required Consents, no notice to, or consent, authorization, approval, waiver, exemption, qualification, or other action of, any Governmental Authority is required to be filed or obtained by the Seller in connection with the execution and delivery by the Seller of this Agreement and the other Seller Documents to which the Seller will be a party or the consummation of the transactions contemplated hereby and thereby.

(c) The Seller is not a party to or bound by any Contract with respect to a sale of the Company or any substantial portion of its business, securities or assets other than this Agreement, and the Seller has terminated all discussions with third parties (other than the Purchaser) regarding such transactions. The Seller has not breached any exclusivity, no-shop or similar obligation to any third party in connection with the negotiation of the transactions contemplated hereby.

4.3 Title to Shares. The Seller is the beneficial owner of record of such Seller's Shares as set forth on Exhibit A hereto and the Seller has good, valid and marketable title to such Shares, free and clear of all Liens, other than restrictions on transfers under applicable securities laws. Other than the Investment Agreement, there are no Contracts between the Seller and any other Person with respect to the acquisition, disposition or voting of, or other matters pertaining to, any of the Shares owned by the Seller. The Seller has the power and authority to sell, transfer, assign and deliver the Shares owned by the Seller as provided in this Agreement, and such sale, transfer, assignment and delivery will convey to the Purchaser good and marketable title to such Shares, free and clear of all Liens, other than restrictions of general applicability imposed by federal or state securities Laws and those imposed on the Shares by the Purchaser.

4.4 Litigation. There is no Proceeding pending or, to the Knowledge of the Seller, threatened against the Seller, that: (a) questions the enforceability of this Agreement or any other Seller Document to which the Seller will be a party or any action taken or to be taken by the Seller in connection herewith or therewith; (b) seeks to enjoin the consummation of the transactions contemplated hereby and thereby; or (c) would reasonably be expected to have, individually or together with any other such Proceedings, a material adverse effect on the ability of the to consummate the transactions contemplated hereby and thereby. There is no Tax Proceeding initiated, pending or subsisting against each Seller who is a resident of India, that can adversely affect the transfer of the equity shares of Senseforth India or the Company under Section 281 of the IT Act, and there are no inquiries or investigations or Tax Proceedings against such Seller under the provisions of the IT Act that could necessitate obtaining a certificate from the relevant Tax Authority under Section 281 of the IT Act.

4.5 Ownership of Assets. Except as set forth in Section 3.22 of the Disclosure Schedule, neither the Seller, nor any Affiliates or immediate family members of such Seller owns any Company Intellectual Property or other material assets used by the Company in the Business.

4.6 Brokers. The Seller is not obligated to pay any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement.

4.7 Investment in Senseforth India. Each Seller who is a resident of India, acknowledges and agrees that, since the acquisition by such Seller of shares of the Company by way of a gift, such Seller has not further invested any money invested by such Seller for subscription of any securities in the Company, into Senseforth India.

4.8 All documents, information and representations provided by each Seller resident in India for the purpose of preparation of Seller's 281 Report are true, accurate, complete and have been made in accordance with Applicable Law.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers as follows, as of the date hereof and as of the Closing Date, except as set forth in the Disclosure Schedule:

5.1 Formation; Existence; Good Standing; Authority; Enforceability.

(a) The Purchaser is duly incorporated and in good standing under the Laws of the State of New York, and has all required corporate power and authority to own or lease its properties and other assets, to consummate the transactions contemplated by this Agreement and to conduct its business as presently conducted. The Purchaser is duly licensed or qualified to do business as a foreign entity and is in good standing under the Laws of each other jurisdiction in which such licensing or qualification is necessary, except where the failure to be so licensed or qualified or to be in good standing would not reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the other

documents to be executed and delivered by the Purchaser under this Agreement (collectively, the “Purchaser Documents”) or to consummate the transactions contemplated hereby and thereby.

(b) The Purchaser has all required corporate power and authority to execute and deliver this Agreement and the other Purchaser Documents and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and the other Purchaser Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all required action on the part of the Purchaser.

(c) This Agreement has been duly and validly executed and delivered by the Purchaser, and each other Purchaser Document will be duly and validly executed and delivered by the Purchaser. Assuming due authorization, execution and delivery by the Company, the Sellers, and the Seller Representative, this Agreement constitutes, and each other Purchaser Document will constitute, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except for Equitable Exceptions.

5.2 No Conflicts; Consents.

(a) The execution and delivery by the Purchaser of this Agreement does not, the execution and delivery by the Purchaser of the other Purchaser Documents will not, and the consummation of the transactions contemplated hereby and thereby will not: (i) violate the Organizational Documents of the Purchaser; (ii) with or without the giving of notice or the lapse of time or both, constitute a breach of or result in a default under, or result in any other party thereto having a right of termination, cancellation or acceleration under any Contract to which the Purchaser is a party or by which any of the Purchaser’s properties and other assets are bound; or (iii) result, in any material respect, in a violation of any Law applicable to the Purchaser.

(b) No notice to, or consent of, any Governmental Authority is required to be filed or obtained by the Purchaser in connection with the execution and delivery by the Purchaser of this Agreement and the other Purchaser Documents or the consummation of the transactions contemplated hereby and thereby.

5.3 Litigation. There is no Proceeding pending or, to the Knowledge of the Purchaser, threatened against the Purchaser, that: (a) questions the enforceability of this Agreement or any other Purchaser Document or any action taken or to be taken by the Purchaser in connection herewith or therewith; (b) seeks to enjoin the consummation of the transactions contemplated hereby and thereby; or (c) would reasonably be expected to have, individually or together with any other such Proceedings, a material adverse effect on the ability of the Purchaser to consummate the transactions completed hereby and thereby.

5.4 Brokers. The Purchaser is not obligated to pay any brokerage, finder’s or similar fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE VI

COVENANTS

6.1 Conduct of the Sellers and the Purchaser.

(a) Except as consented to by the Purchaser in writing, during the period from the date of this Agreement until the Closing (the “Pre-Closing Period”), each of the Sellers shall, subject to the terms and conditions of this Agreement: (i) not sell or otherwise dispose of such Seller’s Shares; (ii) not permit any Lien to encumber such Seller’s Shares (other than Liens for Taxes not yet due or payable); (iii) not waive or relinquish any right or claim with respect to such Seller’s Shares that would adversely impact the Purchaser; (iv) not take any action or fail to take any action that would result in any of the representations and warranties of such Seller set forth in this Agreement becoming incorrect, and (v) use reasonable best efforts to satisfy all conditions set forth in Section 7.1.

(b) Except as otherwise consented to by the Seller Representative in writing (such consent not to be unreasonably withheld, conditioned or delayed), during the Pre-Closing Period, the Purchaser shall, subject to the terms and conditions of this Agreement, (i) not take any action or fail to take any action that would result in any of the representations and warranties of the Purchaser set forth in this Agreement becoming incorrect, and (ii) use commercially reasonable efforts to satisfy all conditions set forth in Section 7.2.

6.2 Conduct of the Company.

(a) Except: (i) to the extent provided in this Agreement; (ii) to the extent required by applicable Law (after consultation with the Purchaser); or (iii) as otherwise consented to by the Purchaser in writing, during the Pre-Closing Period, the Sellers shall cause the Company to: (A) conduct the Business in the ordinary course; (B) use their commercially reasonable efforts to preserve substantially intact their present business organizations and their relationships with customers, suppliers and others having business dealings with them, and to keep available the services of the present officers and significant employees of the Company; (C) use reasonable best efforts to satisfy all conditions set forth in Section 7.1; and (D):

(1) not amend or propose to amend its Organizational Documents;

(2) (i) not split, combine, or reclassify any of its securities, (ii) repurchase, redeem, or otherwise acquire, or offer to repurchase, redeem, or otherwise acquire, any of its securities, or (iii) declare, set aside, or pay any dividend or distribution (whether in cash, stock, property, or otherwise) in respect of, or enter into any Contract with respect to the voting of, any shares of its capital stock (other than dividends from its direct or indirect wholly owned Subsidiaries).

(3) not amend or terminate any Significant Contract, except in the ordinary course of business consistent with past practice;

(4) not sell, assign, transfer, convey, license, create and Lien (except for Permitted Liens) lease or otherwise dispose of any of its properties or other assets, except for sales, assignments, transfers, conveyances, licenses, leases or other dispositions of properties or other assets having a value, individually and in the aggregate, not in excess of \$25,000);

(5) not incur any Indebtedness other than (I) capital lease obligations, synthetic lease obligations, sale-leaseback obligations and other similar Indebtedness obligations incurred in the ordinary course of business consistent with past practice that, individually or in the aggregate, do not exceed \$25,000 and (II) Funded Debt that is outstanding as of the date of this Agreement and set forth in the Disclosure Schedule, or incurred after the date of this Agreement and does not exceed \$50,000;

(6) not permit any Liens to encumber its properties and other assets, other than (I) Permitted Liens and (II) any Liens incurred in the ordinary course of business consistent with past practice that will be released at or prior to Closing;

(7) not waive or relinquish any material right or claim, other than in the ordinary course of business consistent with past practice;

(8) not amend any of its Organizational Documents;

(9) pay accounts payable and other obligations and liabilities in the ordinary course of business consistent with past practice;

(10) not modify the terms of, discount, set-off or accelerate the collection of accounts receivable, other than in the ordinary course of business consistent with past practice;

(11) not abandon, allow to lapse, sell, assign, transfer, grant any Lien in otherwise encumber or dispose of any interest in any of the Company Intellectual Property, or grant any right or license to any of the Company Intellectual Property other than pursuant to non-exclusive licenses entered into in the ordinary course of business;

(12) not grant any increase in the compensation of or benefits to be provided to any employee of more than 5% (based on aggregate dollar value), or adopt, amend or terminate any benefit plan that is (or would qualify as, without giving effect to such modification) an Employee Benefit Plan;

(13) not terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy;

(14) not take any action or fail to take any action that would result in any of the representations and warranties of the Company set forth in Article III becoming incorrect;

(15) not make or change any material Tax election, change an annual accounting period, change any accounting method, file any amended Tax Return,

enter into any closing agreement with any Governmental Authority with respect to Taxes, settle any Proceeding with respect to Taxes or surrender any right to a claim or a material refund, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or fail to pay any material Taxes as they become due and payable;

(16) not enter into any agreement, agreement in principle, letter of intent, memorandum of understanding, or similar Contract with respect to any joint venture, strategic partnership, or alliance;

(17) not institute, settle, or compromise any Proceeding involving the payment of monetary damages of any amount exceeding \$10,000 in the aggregate, other than the settlement of claims, Liabilities, or obligations reserved against on its balance sheet; provided, that neither the Company nor any of its Subsidiaries shall settle or agree to settle any Proceeding which settlement involves a conduct remedy or injunctive or similar relief, has a restrictive impact on the Business of, or involves an admission of guilt, wrongdoing or liability on the part of, the Company or any of its Subsidiaries;

(18) not enter into any agreements with Related Parties; or

(19) not enter into any Contract or otherwise become obligated to take any action prohibited under the foregoing subsections (1)-(15).

(b) From the date of this Agreement to the earlier of Closing and the termination of this Agreement in accordance with its terms, each Seller and the Company will, and will direct their respective representatives and Affiliates to, suspend any and all discussions or negotiations with any Person other than Purchaser or its Affiliates and their designated representatives with respect to, and to deal exclusively with Purchaser and its Affiliates and designated representatives regarding, any acquisition of, or investment in the Company, whether by way of merger, consolidation or other business combination with any other Person, purchase or exchange of equity interests (including the Shares), purchase of assets or otherwise (an “Alternative Transaction”). From the date of this Agreement to the earlier of Closing and the termination of this Agreement in accordance with its terms, without the prior written consent of Purchaser, Sellers and the Company will not, and will direct their respective representatives and Affiliates not to, (directly or indirectly):

(i) solicit or initiate any proposal or inquiry from, or otherwise engage in any negotiations or discussions with, any other Person in contemplation of or relating to any Alternative Transaction;

(ii) provide or furnish information or documentation to any other Person with respect to the Company, the Business or the Company’s assets in furtherance of any Alternative Transaction; or

(iii) enter into any letter of intent, Contract or understanding with any other Person in respect of any Alternative Transaction.

6.3 Regulatory and Other Approvals.

(a) During the Pre-Closing Period, the Purchaser shall, and the Sellers shall (and shall cause the Company), in good faith and in a timely manner, subject to the terms and conditions of this Section 6.3, use their respective reasonable best efforts to take or cause to be taken all actions, do or cause to be done all things necessary, proper or advisable, and execute and deliver such documents upon reasonable request, as may be required to carry out the provisions of this Agreement, consummate the Closing hereunder and make effective the transactions contemplated by this Agreement, including all filings with any Governmental Authority and obtaining all necessary waivers, consents and approvals from, and taking all necessary actions to avoid any Proceeding by, any Governmental Authority. Notwithstanding the foregoing, any costs associated with obtaining the Seller Required Consents shall be borne by the Sellers (and not the Company).

(b) Without limiting the generality of Section 6.3(a), during the Pre-Closing Period, the Purchaser shall, and the Sellers shall (and shall cause the Company), in good faith and in a timely manner, use their respective reasonable best efforts to defend against any Proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any temporary restraining order, preliminary injunction or other legal restraint or prohibition entered or imposed by any Governmental Authority and that is not yet final and non-appealable to be vacated or reversed.

6.4 Access and Information.

(a) During the Pre-Closing Period, the Sellers shall cause the Company to permit the Purchaser and its representatives to have reasonable access, during normal business hours and after prior notice to the Company, to the properties, books and records of the Company, and shall make available such information and documents in the Company's possession or control relating to the Company as the Purchaser may reasonably request; *provided, however*, that any such access by the Purchaser or its representatives shall not unreasonably interfere with the conduct of the Business by the Company.

(b) During the Pre-Closing Period, the Purchaser (and all of the representatives and Affiliates thereof and any employees, directors and officers thereof) may contact and communicate with any employees, customers, suppliers and others having a business relationship with the Company with the consent of the Seller Representative (which consent shall not be unreasonably withheld, conditioned, or delayed).

6.5 Notifications During Pre-Closing Period. During the Pre-Closing Period, the Company, the Sellers and Seller Representative shall notify the Purchaser (with reasonable detail) as soon as reasonably practicable after becoming aware of any material breach of any of the Company's or the Sellers' representations and warranties, or the covenants or agreements of the Company, the Sellers or the Seller Representative, contained in this Agreement or of any fact or condition that would cause a condition to the Purchaser's obligation to consummate the Closing set forth in Article VII to not be satisfied. Without limiting the foregoing, the Company, the Sellers and Seller Representative shall notify the Purchaser if it receives written or oral notice or other communication from or related to (i) any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated under this Agreement or the other Seller Documents; (ii) any notice or other communication from any Governmental Authority in

connection with the transactions contemplated under this Agreement or the other Seller Documents; (iii) any Proceeding commenced, or to such party's Knowledge, threatened, against Purchaser or any of its Subsidiaries or any of the Sellers, the Company or its Subsidiaries, as applicable, that are related to this Agreement and transactions contemplated under this Agreement or the other Seller; and (iv) any customer (including a Significant Customer) that such customer intends to terminate its relationship with the Company or reduce its orders or other spending. No notice to the Purchaser under this Section 6.5 shall be deemed to supplement or amend the Disclosure Schedule or any representation and warranty or covenant and agreement of the Company or the Sellers for the purpose of (A) determining whether any of the conditions set forth in Article VII have been satisfied or (B) determining whether any breach or inaccuracy of representation or warranty or breach of covenant or agreement set forth in this Agreement has occurred.

6.6 Publicity. Except to the extent required by applicable Law, the Company, the Sellers and the Seller Representative shall not, directly or indirectly, make or cause to be made any such public announcement or issue any such notice or press release without the prior written consent of the Purchaser.

6.7 Tax Matters.

(a) The Sellers, and not the Purchaser or its Affiliates (including, after the Closing Date, the Company), shall be obligated for the payment of, and shall timely pay, all Taxes of the Company (through the Company) for any taxable period ending on or before the Closing Date (a "Pre-Closing Tax Period") and the portion ending on the Closing Date of any taxable period that includes, but does not end on, the Closing Date (a "Straddle Period"). Taxes payable for any Straddle Period shall be allocated between the portion of the Straddle Period ending on and including the Closing Date (for which the Sellers are responsible) and the portion of the Straddle Period beginning on the day after the Closing Date (for which the Sellers are not responsible) in accordance with the provisions of Section 6.7(b), and as follows: (A) in the case of Taxes that are either (I) based upon or related to income, receipts or payroll or (II) imposed in connection with any sale or other transfer or assignment of property (real, personal or mixed, tangible or intangible), the amount allocated to the portion of the Straddle Period ending on the Closing Date shall be deemed to equal the amount that would be payable if the taxable year ended on and included the Closing Date, based on an interim closing of the books as of that time, provided that exemptions, allowances and deductions that are calculated on an annual basis, other than with respect to property placed in service after the Closing Date, shall be allocated between the period ending on the Closing Date and the period beginning the day after the Closing Date in proportion to the number of calendar days in each such period; and (B) in the case of property Taxes and other Taxes imposed on a periodic basis or otherwise measured by the level or amount of any item that are not described in the preceding clause (A), the amount allocated to the portion of the Straddle Period ending on the Closing Date shall be deemed to equal the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days in the period ending on and including the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period.

(b) The Seller Representative shall prepare and timely file (or cause to be prepared and timely filed) with the appropriate federal, state, local and foreign Governmental

Authorities all Tax Returns of or with respect to the Company and its operations that are due on or before the Closing Date (“Pre-Closing Tax Returns”). Each Pre-Closing Tax Return shall be completed in compliance with applicable Law and consistent with past practice in all material respects unless otherwise required by applicable Law. Without the prior written consent of the Seller Representative, the Purchaser shall not, and shall not cause or permit any of its Affiliates to amend any Pre-Closing Tax Return unless otherwise required by applicable Law. The Purchaser shall prepare (or cause to be prepared) and timely filed with the appropriate federal, state, local and foreign Governmental Authorities all Tax Returns of the Company that are due after the Closing Date. The Purchaser shall permit the Seller Representative to review and comment on each such Tax Return that includes a Straddle Period and shall make such revisions to such Tax Return as reasonably requested.

(c) The Sellers shall be responsible for and pay for 50% of any Transfer Taxes, and Purchaser shall pay the remaining 50% of any Transfer Taxes. However, it is clarified that any Taxes arising from the sale of the Shares shall be sole liability and obligation of the respective Sellers whether under the IT Act or under other tax laws, as may be applicable.

(d) The parties shall furnish or cause to be furnished to each other, upon written request, as promptly as practicable, such information and assistance relating to the Company and their respective assets and activities, as is reasonably necessary for the filing of any Tax Return, the determination of any Tax liability or benefit or, subject to Article VIII, the participation in any Proceeding with respect to Taxes. Such information and assistance shall include providing reasonable access to books and records; providing copies of relevant Tax Returns and related work papers; and making employees reasonably available, on a mutually convenient basis during normal business hours and upon reasonable notice, to provide explanations of any documents or information provided pursuant to this Section 6.7(d).

(e) The Seller Representative shall file (or cause to be filed) with appropriate Governmental Authorities, a Tax return of or with respect to Senseforth India and its operations for the financial year ending March 31, 2021, no later than September 30, 2021, or such earlier date if required under applicable Law, which is consistent with tax positions adopted in the last year tax returns or any filings or communication with the tax authorities.

6.8 Confidentiality. After the Closing, each of the Sellers and the Seller Representative agrees to use good faith efforts to preserve as confidential and to not use or disclose at any time (and to cause each of their respective Affiliates to use good faith efforts to preserve as confidential and to not use or disclose at any time) any trade secret, proprietary data or other confidential information of the Company (whether or not such information is or was developed by the Sellers). Notwithstanding the foregoing: (a) the provisions of this Section 6.8 shall not prohibit disclosures that are required to be made by such Seller under legal process by subpoena or other Order; *provided, however*, that such Seller provides to the Company and the Purchaser prompt written notice of any such subpoena or proposed Order (if it is legally permitted to do so) so that the Company may seek an appropriate protective order or other protective remedy, at the Company’s sole expense, and such Seller shall furnish only that portion of such trade secrets, proprietary data or other confidential information that is legally required and shall cooperate in such manner as the Company or the Purchaser may reasonably request, at the expense of the Company or the Purchaser, to obtain assurance that confidential treatment shall be accorded to such trade secrets,

proprietary data or other confidential information and (b) the provisions of this Section 6.8 shall not apply to any trade secrets, proprietary data or other confidential information that (i) is publicly available other than as a result of a violation or breach of this Section 6.8 or (ii) becomes available to such Seller on a non-confidential basis from a Person who is not known by such Seller, after reasonable investigation, to be in violation of a Contract of confidentiality with respect thereto.

6.9 Covenant Not To Compete; Non-Solicitation; Non-Disparagement.

(a) Covenant Not To Compete. Each Seller shall not, and shall cause his or its Affiliates and Related Parties not to, during the Restricted Period, directly or indirectly, participate in, own, operate, manage, control, invest in, lend to, or otherwise have any interest (of record or beneficial) in, or be employed by, have any interest as a consultant in, advise, engage in services for or otherwise aid or assist in any manner any Person or other business that engages in a business (other than the Company and Senseforth India) that directly or indirectly engages in, or directly or indirectly competes with, the Restricted Business in the United States or any location worldwide.

(b) Non-Solicitation of Customers.

(i) Each Seller shall not, and shall cause his or its Affiliates and immediate family members not to, during the Restricted Period, solicit, attempt to solicit, or assist any other Person to solicit or attempt to solicit any business from any Person in connection with the Restricted Business who is a customer, referral source of the Company at any time during the twelve month period preceding the Closing Date.

(ii) Each Founder shall not, and shall cause his or its Affiliates and immediate family members not to, during the applicable Restricted Period, take any action that is intended, or could reasonably be expected, to discourage any Person who is a past or present licensor, customer, supplier, licensee, business prospect or other business associate or relation of the Company or any of its Affiliates at any time during the twelve-month period preceding the Closing Date from entering into or maintaining, or to terminate, cease or otherwise adversely change, its relationship with the Company or in any other way interfere with the relationship between the Company, on the one hand, and any such lessor, licensor, customer, supplier, licensee, business prospect or other business associate or relation, on the other hand.

(c) Non-Solicitation for Employment. Each Seller shall not, and shall cause his or its Affiliates and immediate family members not to, during the applicable Restricted Period: (i) solicit or attempt to solicit for employment, hire or attempt to hire, engage or attempt to engage or in any other way induce or attempt to induce to leave the employ of or engagement by the Company, any person who is on the Closing Date or was during the twelve (12) month period preceding the Closing Date, a director, officer, employee or consultant to the Company; or (ii) in any other way interfere with the relationship between the Company and any such Person, in each case except with respect to any such Seller for performance of his duties as an employee, director or officer of, or consultant to, the Company, to the extent applicable.

(d) Post-Closing Inquiries. Following the Closing, the Sellers shall not take any action that is designed or intended to have the effect of discouraging any licensor, supplier,

distributor, customer or any other Person from establishing and maintaining a relationship with the Company, Purchaser or any of their respective Affiliates after the Closing, and for a period of three (3) years after the Closing, the Sellers shall refer any inquiries from the Company's business relations concerning the Business to Purchaser and the Company.

(e) Other Obligations. Each Seller agrees and acknowledges that his or its obligations set forth in this Section 6.9 are in addition to, and not in lieu of, any obligations such Seller has to the Company and its Affiliates pursuant to any other Contract between such Seller and the Company or its Affiliates, at common Law or otherwise.

6.10 IP Transfer; Further Assurances. If any Seller owns any rights in any Company Intellectual Property or other asset used or necessary in the Business or used by the Company (collectively, "Company Assets"), such Seller shall, by virtue of this Agreement, automatically transfer and assign to the Company, at the Closing, all of such Seller's rights, title and interest in such Company Assets for no additional consideration. Following the Closing, each of the Sellers shall, and shall cause their respective Affiliates to, at its own cost and expense, in good faith and timely manner, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required or reasonably requested by the Purchaser to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including in connection with any Company Intellectual Property or other Company Assets. If Company or Purchaser is for any reason whatsoever unable, after reasonable effort, to secure any signature on any application for patent, copyright, trademark, or other analogous registration or other documents regarding any legal protection relating to any Company Assets, each Seller hereby irrevocably designates and appoints Company, Purchaser and their duly authorized officers and agents as such Seller's agent and attorney-in-fact, to act for and in such Seller's behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright, or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by Seller.

6.11 Waiver and Termination of Investment Agreement. By executing this Agreement, each of the Sellers party to the Investment Agreement hereby irrevocably waives any of such Seller's rights under the Investment Agreement arising from this Agreement and the transactions contemplated hereunder. Each of the Sellers party to the Investment Agreement hereby agrees to the automatic termination of the Investment Agreement effective at Closing, without further action by any Seller.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions to the Obligation of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement in connection with the Closing shall be subject to the satisfaction or written waiver by the Purchaser on or prior to the Closing Date of each of the following conditions precedent:

(a) The representations and warranties regarding the Company contained in Article III shall be true and correct in all respects (except that those representations and warranties that are made as of a specific date shall be correct only as of such date).

(b) The representations and warranties of each Seller contained in Article IV shall be true and correct in all respects (except that those representations and warranties that are made as of a specific date shall be correct only as of such date).

(c) The Sellers, Seller Representative, and the Company shall have duly performed and complied with all covenants and agreements contained herein required to be performed or complied with by such Persons at or prior to the Closing.

(d) Since the date of this Agreement, there shall have occurred no change, effect, event, occurrence or development constituting a Material Adverse Effect.

(e) The Seller Representative shall have delivered to the Purchaser a certificate, dated as of the Closing Date and executed by a duly authorized representative of each of the Seller Representative and the Company certifying the fulfillment of the conditions set forth in Sections 7.1(a), (b), (c) and (d) with respect to the representations, warranties, covenants and agreements of Sellers and Seller Representative and the Company, respectively.

(f) The Seller Representative shall have delivered to the Purchaser the following documents and deliverables, in such form and substance reasonably acceptable to the Purchaser:

(i) An original assignment from each Seller covering all of the Shares held by such Person, duly executed by such Person;

(ii) the resignation of each officer, manager or director of the Company, in each case effective as of the Closing (other than officers of the Company from positions that they will remain pursuant to an employment agreement under Section 7.1(f)(v));

(iii) the minute books of the Company;

(iv) each of the Key Employees shall execute and deliver a post-Closing employment agreement with Senseforth India or the Purchaser or one of its Affiliates, in such form reasonably requested by the Purchaser (the "Post-Closing Employment Agreements");

(v) a certificate in form and substance satisfactory to Purchaser, dated as of the Closing Date, signed by the Chief Executive Officer of the Company, certifying (i) the names and incumbency of each of the officers of the Company executing this Agreement or any Seller Document, (ii) true and correct copies of the Company's Organizational Documents and the continued effectiveness, and (iii) the valid adoption of resolutions of the board of directors and shareholders of the Company and Senseforth India approving this Agreement and the consummation of the transactions contemplated hereby;

(vi) a certificate of good standing with respect to the Company from the Secretary of State of the State of Delaware and a certificate of good standing with respect to each of the jurisdictions in which the Company is qualified to do business, which certificates shall be dated within fifteen (15) days before the Closing Date;

(vii) all Seller Required Consents;

(viii) Option Cancellation Agreements, duly executed by each holder of Stock Options;

(ix) a pre-pressed compact disc or USB drive (which shall be permanent and accessible, without the need for any password, with readily and commercially available software) containing true and complete copies of all documents contained in the Data Room; and

(x) such other instruments, certificates, documents or materials as may be reasonably requested by Purchaser in connection with the consummation of the transactions contemplated hereby.

(g) There shall not be in effect any injunction or other Order issued by a court of competent jurisdiction restraining or prohibiting the consummation of the transactions contemplated by this Agreement and no Proceeding shall have been commenced and be pending by any Governmental Authority for the purpose of obtaining such Order.

(h) The Seller Representative shall have delivered to the Purchaser payoff letters with respect to all Funded Debt outstanding as of immediately prior to the Closing and releases of any and all Liens with respect thereto held by third parties (the "Payoff Letters"), all on terms reasonably satisfactory to the Purchaser.

(i) The Company shall have delivered to the Purchaser (1) a certificate of the Company certifying that the Company is not, and has not been, a United States real property holding corporation, within the meaning of Section 897 of the Code, during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, which certificate complies with the requirements of Section 1445 of the Code and (2) an executed notice to the IRS prepared in accordance with the requirements of Treasury Regulation Sections 1.897-2(h)(2) and 1.1445-2(c)(3) that is reasonably acceptable to the Purchaser and dated as of the Closing Date, along with written authorization for the Purchaser to deliver such notice to the IRS on behalf of the Company following the Closing.

(j) The Investment Agreement and the other Contracts set forth on Schedule 7.1(j) shall have been terminated without any liability to the Company pursuant to documents in form and substance reasonably satisfactory to Purchaser.

(k) The Company shall have repaid all Indebtedness and provided evidence of termination thereof in form and substance reasonably satisfactory to Purchaser.

(l) The Company shall have delivered to the Purchaser evidence of termination of the Incentive Plan, including any resolutions of the board of directors of the Company in connection therewith.

(m) The Purchaser shall have received original certificates representing the Shares from each of the Sellers.

(n) The Company shall have consummated the transactions under the India Purchase Agreement.

(o) Each Seller who is a tax resident of India shall have delivered to the Purchaser a signed report from an independent chartered accountant in India (“Seller’s 281 Report”), as of the Closing Date on a reliance basis and in such form as reasonably acceptable to the Purchaser confirming that there are no pending demands or pending notices and assessments against such Sellers under the IT Act, along with screenshots of the income-tax web portal and TDS Reconciliation Analysis and Correction Enabling System web-portal reflecting the same, each dated as of the Closing Date, as annexures thereto.

(p) The Company shall have delivered a business plan to the Purchaser that is satisfactory to the Purchaser, which incorporates changes to the financial projections of the Company, including, without limitation, revised revenue estimates and revised compensation of key management personnel proposed to be in effect after the consummation of the transactions contemplated under this Agreement.

7.2 Conditions to the Obligations of the Sellers. The respective obligations of the Sellers to consummate the transactions contemplated by this Agreement in connection with the Closing shall be subject to the satisfaction or waiver by the Sellers on or prior to the Closing Date of each of the following conditions precedent:

(a) The representations and warranties of the Purchaser contained in Article V shall be correct in all respects (if qualified by materiality or material adverse effect) and shall be correct in all material respects (if not qualified by materiality or material adverse effect), as if made on the date hereof and at and as of the Closing (except that those representations and warranties that are made as of a specific date shall be correct only as of such date).

(b) The Purchaser shall have duly performed and complied in all material respects with all covenants and agreements contained herein required to be performed or complied with by the Purchaser at or prior to the Closing.

(c) The Purchaser shall have delivered to the Seller Representative:

(i) a certificate, dated as of the Closing Date and executed by a duly authorized representative of the Purchaser, as to the fulfillment of the conditions set forth in Sections 7.2(a) and (b); and

(ii) each of the Post-Closing Employment Agreements duly executed by the Purchaser or the Company.

(d) There shall not be in effect any injunction or other Order issued by a court of competent jurisdiction restraining or prohibiting the consummation of the transactions contemplated by this Agreement and no Proceeding shall have been commenced and be pending by any Governmental Authority for the purpose of obtaining such Order.

ARTICLE VIII

INDEMNIFICATION

8.1 Survival.

(a) Subject to the terms of this Section 8.1(a), each of the representations and warranties set forth in this Agreement shall survive the Closing for twenty-four (24) months; *provided, however*, that each of the Fundamental Representations shall survive indefinitely and not expire. Each of the covenants and agreements set forth in this Agreement to be performed: (i) on or prior to the Closing, shall expire twenty four (24) months following the Closing; (ii) to be performed after the Closing, that specifies a time period for survival shall survive for such time period and shall thereupon expire; (iii) to be performed after the Closing, that does not specify a time period for survival shall survive until the thirtieth (30th) day following expiration of the applicable statute of limitations with respect thereto and shall thereupon expire.

(b) No claim for indemnification may be asserted against any of the parties for breach of any representation, warranty, covenant or agreement unless a Notice of Claim has been received by the Purchaser, if the Purchaser is the Indemnifying Party, or by the Seller Representative, if any of the Sellers is the Indemnifying Party, prior to the date on which such representation, warranty, covenant or agreement expires as set forth in Section 8.1(a); and if a Notice of Claim has been received by the Purchaser, if the Purchaser is the Indemnifying Party, or by the Seller Representative, if any of the Sellers is the Indemnifying Party, prior to the date on which such representation, warranty, covenant or agreement expires as set forth in Section 8.1(a), then the claim for indemnification with respect to the matters set forth in such Notice of Claim will survive until such later date as such claim for indemnification has been fully and finally resolved in accordance with this Article VIII.

8.2 Indemnification Obligations.

(a) Subject to the other provisions of this Article VIII, from and after the Closing, the Sellers shall jointly and severally indemnify and hold each of the Purchaser Indemnified Parties harmless from and against, and compensate and reimburse the Purchaser Indemnified Parties for any Losses of every kind, nature or description incurred by such Purchaser Indemnified Party directly or indirectly resulting from, relating to or by virtue of:

(i) any breach or inaccuracy of any representation or warranty of or regarding the Company or its Subsidiaries set forth in Article III, or any breach or inaccuracy of any representation or warranty set forth in the India Purchase Agreement;

(ii) any breach of any covenant or agreement of the Company set forth in this Agreement or the Seller Documents, or Senseforth India in the India Purchase Agreement;

(iii) any Taxes for which the Sellers are responsible pursuant to Section 6.7, and any and all other Taxes, including, without duplication, (A) Taxes imposed on the Company for any Pre-Closing Tax Period, including with respect to the transactions contemplated by this Agreement (including any withholding Tax or Transfer

Tax); (B) Taxes of any member of an affiliated, consolidated, combined, or unitary group of which Company (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local, or non-U.S. law or regulation; or (C) Taxes of any Person for which the Company is liable as a transferee or successor, by Contract, pursuant to any applicable Laws or otherwise, in each case only to the extent the basis for the liability existed prior to Closing;

(iv) any Indebtedness of the Company or any of the Transaction Expenses, in each case to the extent not paid at or prior to the Closing;

(v) claims based upon intentional misconduct, intentional misrepresentation or fraud at or prior to the Closing, of the Company or its Subsidiaries;

(vi) any inaccuracy in the Closing Memorandum or payment instructions furnished by the Seller Representative, or any action, claim or disputes with respect to the allocation of consideration payable by the Purchaser under this Agreement among the Sellers or any other Person;

(vii) reliance on the authority of the Seller Representative as the representative of the Sellers pursuant to Section 2.5; and

(viii) any notice, or claim issued by the Tax Authority in India in relation to any Tax Claim or any Tax Proceedings, or any breach of the Section 3.28, or any liability arising due to dispute in valuation of Senseforth India arising due to any information or assumption provided by Senseforth India to Fractal India for valuation of Senseforth India for the share transfer of Senseforth India which can be substantiated with the Tax Authority, being incorrect.

(b) Each Seller shall severally, and not jointly, indemnify and hold the Purchaser Indemnified Parties harmless from and against, and compensate and reimburse the Purchaser Indemnified Parties for, all Losses, for any Losses of every kind, nature or description incurred by such Purchaser Indemnified Party directly or indirectly resulting from, relating to or by virtue of:

(i) any breach or inaccuracy of any representation or warranty of or regarding the Seller set forth in Article IV;

(ii) any breach of any covenant or agreement of the Sellers set forth in this Agreement or the Seller Documents or any breach of any covenant or agreement of the Sellers set forth in the India Purchase Agreement; and

(iii) claims based upon intentional misconduct, intentional misrepresentation or fraud by any of the Sellers.

(c) Subject to the other provisions of this Article VIII, from and after the Closing, the Purchaser shall indemnify each of the Seller Indemnified Parties for any Losses of every kind, nature or description incurred by such Seller Indemnified Party directly or indirectly

resulting from, relating to or by virtue of: (i) any breach or inaccuracy of any representation or warranty of the Purchaser set forth in Article V; or (ii) any breach of any covenant or agreement of the Purchaser set forth in this Agreement or the Purchaser Documents.

8.3 Limitations on Indemnification. Notwithstanding anything to the contrary in this Article VIII or elsewhere in this Agreement:

(a) In no event shall the Sellers be required to provide indemnification pursuant to Section 8.2(a)(i) or Section 8.2(b)(i), unless and until the Purchaser Indemnified Parties shall have incurred aggregate Losses in excess of \$100,000 (the “Basket”) resulting from otherwise indemnifiable matters set forth in Section 8.2(a)(i) and Section 8.2(b)(i), after which the Sellers shall be required to provide indemnification for Losses from the first dollar.

(b) In no event shall the Purchaser be required to provide indemnification pursuant to Section 8.2(c)(i) unless and until the Seller Indemnified Parties shall have incurred aggregate Losses in excess of the Basket resulting from otherwise indemnifiable matters set forth in Section 8.2(c)(i), after which the Purchaser shall be required to provide indemnification for Losses from the first dollar.

(c) The aggregate amount of all Losses for which (i) the Sellers shall be liable, in the aggregate, pursuant to Section 8.2(a)(i) and Section 8.2(b)(i), or (ii) the Purchaser shall be liable pursuant to Section 8.2(c)(i), shall in either case not exceed \$13,000,000.

(d) No Seller other than the Founders shall be liable for any Losses in excess of an amount equal to the portion of the Purchase Price paid to such Seller under this Agreement.

(e) Notwithstanding the foregoing, the limitation set forth in Section 8.3(a), Section 8.3(b), and Section 8.3(c), shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representation or intentional misconduct, intentional misrepresentation or fraud; provided, the aggregate amount of all Losses for which the Sellers shall be liable, in the aggregate, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representation shall not exceed \$19,500,000.

8.4 Materiality Scrape. All materiality qualifications contained in the representations, warranties and covenants of the Company, the Sellers and the Purchaser set forth in this Agreement (however they may be phrased and including the term “Material Adverse Effect”) shall be ignored and not given any effect under this Article VIII for purposes of determining whether a breach of such representation and warranty or covenant and agreement has occurred or, if such breach has occurred, for purposes of determining the amount of Losses arising out of or relating to such breach for purposes of this Article VIII.

8.5 Indemnification Procedure – Direct Claims. Within ten (10) Business Days after obtaining knowledge of any matter not involving a claim or Proceeding by a third party that an Indemnified Party believes may entitle such Indemnified Party to indemnification from any Indemnifying Party pursuant to this Article VIII, such Indemnified Party shall provide to the Purchaser, if the Purchaser is the Indemnifying Party, or to the Seller Representative, if any of the Sellers is the Indemnifying Party, notice describing such matter in reasonable detail, including, to the extent known and quantified, the nature of the matter, the basis for the claim that it is subject

to indemnification and the amount and nature of the Losses purported to result therefrom (a “Notice of Direct Claim”); *provided, however*, that the failure of an Indemnified Party to timely provide a Notice of Direct Claim shall not relieve any Indemnifying Party from any obligation to indemnify such Indemnified Party except to the extent that such Indemnified Party’s failure to provide, or delay in providing, a Notice of Direct Claim prejudices the ability of the Purchaser, if the Purchaser is the Indemnifying Party, or the Seller Representative, if any of the Sellers is the Indemnifying Party, to defend against or contest such matter.

8.6 Indemnification Procedure – Third Party Claims.

(a) Within ten (10) Business Days after obtaining written notice of any matter involving a claim or Proceeding by a third party that an Indemnified Party believes may entitle such Indemnified Party to indemnification from any Indemnifying Party pursuant to this Article VIII, such Indemnified Party shall provide to the Purchaser, if the Purchaser is the Indemnifying Party, or to the Seller Representative, if any of the Sellers is the Indemnifying Party, notice describing such matter in reasonable detail, including, to the extent known and quantified, the basis for the claim that it is subject to indemnification and the amount and nature of the Losses purported to result therefrom (a “Notice of Third Party Claim” and, together with a Notice of Direct Claim, a “Notice of Claim”); *provided, however*, that the failure of an Indemnified Party to timely provide a Notice of Third Party Claim shall not relieve any Indemnifying Party from any obligation to indemnify such Indemnified Party except to the extent that such Indemnified Party’s failure to provide or delay in providing a Notice of Third Party Claim prejudices the ability of the Purchaser, if the Purchaser is the Indemnifying Party, or the Seller Representative, if any of the Sellers is the Indemnifying Party, to defend against or contest such matter.

(b) The Purchaser, if the Purchaser is the Indemnifying Party, or the Seller Representative, if any of the Sellers is the Indemnifying Party, shall have the right to assume and pursue the defense of any claim or Proceeding by a third party, other than an Other Claim, for which any Indemnified Party has provided a Notice of Third Party Claim (a “Third Party Claim”) with counsel selected by the Purchaser or the Seller Representative, as applicable, upon notification thereof to the Indemnified Party within forty-five (45) days or a sooner period to extent that the passage of time prejudices the Indemnified Party (the “Assumption Period”) after the Notice of Claim has been delivered to the Indemnifying Party; *provided, however*, that, as a condition precedent to the Indemnifying Party’s right to assume control of such defense, it must first agree in writing that any Losses resulting therefrom are indemnifiable Losses for which the Indemnified Party is entitled to indemnification under this Article VIII; and *provided further, however*, that the Indemnifying Party shall not have the right to assume control of such defense if the claim set forth in the Notice of Third Party Claim (i) involves a claim to which the Indemnified Party reasonably believes could be materially detrimental to or materially injure the Indemnified Party’s customer or supplier relations; (ii) such Third Party Claim involves a request exclusively for equitable relief (it being acknowledged and agreed that nominal damages and declaratory relief shall not make such claim not exclusively for equitable relief) or any other non-monetary relief against the Indemnified Party; (iii) such Third Party Claim involves a request for monetary relief and also equitable relief or any other non-monetary relief against the Indemnified Party which, if granted, would adversely impact the ordinary course operation of the Indemnified Party or its Affiliates; (iv) such Third Party Claim involves criminal allegations; (v) such Third Party Claim is one in which the Indemnifying Party is also a party or otherwise there is a material conflict of

interest, and in the opinion of counsel to the Indemnified Party joint representation would be inappropriate; or (vi) such Third Party Claim involves a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend (an “Other Claim”).

(c) Unless and until the Indemnified Party receives such notification from the Indemnifying Party within the Assumption Period in accordance with Section 8.6(b) that it will assume the defense of a Third Party Claim, the Indemnified Party shall fully assume, commence and pursue its defense of such Third Party Claim on a timely and prudent basis and promptly inform the Indemnifying Party of all material developments related thereto. If the Indemnifying Party does assume the control of a Third Party Claim within the Assumption Period in accordance with Section 8.6(b), the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of such Third Party Claim with counsel selected by it, subject to the right of the Purchaser, if the Purchaser is the Indemnifying Party, or the Seller Representative, if any of the Sellers is the Indemnifying Party, to control the defense thereof. If the Indemnifying Party assumes the defense of a Third Party Claim, it shall thereafter promptly inform the Indemnified Party of all material developments related thereto. If the Indemnifying Party does not assume the control over a Third Party Claim (including in an Other Claim), the Indemnified Party shall be indemnified for the reasonable fees and expenses of its counsel (limited to one firm for all Indemnified Parties and, if applicable, one local counsel in each applicable jurisdiction for all Indemnified Parties) if such Indemnified Party is entitled to indemnification with respect to such Third Party Claim pursuant to this Article VIII. The Indemnifying Party shall have the right, at its own cost and expense, to participate in the defense of any Other Claim with counsel selected by it, subject to the right of the Indemnified Party to control the defense thereof.

(d) During the Assumption Period referred to in Section 8.6(b), the Indemnified Party shall provide such information to the Indemnifying Party as the Indemnifying Party may reasonably request in connection with its evaluation of whether a Third Party Claim is an indemnifiable claim under this Article VIII.

(e) With respect to any Third Party Claim for which the Purchaser or the Seller Representative, as applicable, has assumed the defense, the Indemnified Party (and the Purchaser, if the Indemnified Party is a Purchaser Indemnified Party other than the Purchaser) shall, and shall cause each of its Affiliates to, reasonably cooperate with, make its relevant files and records reasonably available to, make its employees and representatives reasonably available to, and otherwise reasonably render assistance to, the Purchaser or the Seller Representative, as applicable, with respect to the defense of such Third Party Claim.

8.7 India Tax Indemnification. Notwithstanding anything to the contrary contained in this Agreement, any Claim for indemnification made pursuant to Section 8.2(a)(viii) shall follow the procedure set forth in Annexure 1 (India Tax Indemnification Process).

8.8 Tax Treatment of Indemnification Payments by Sellers. Any indemnification payments made by the Sellers pursuant to this Article VIII shall be treated for all Tax purposes as reductions to the Purchase Price paid for the Shares in accordance with applicable Law.

8.9 Source of Recovery. Once a Loss is agreed to by the Indemnifying Party or is determined to be payable pursuant to this Article VIII, the Indemnifying Party shall satisfy its obligations within ten (10) Business Days thereof. Any indemnification payments due and payable by Sellers under this Article 8 shall be by the Sellers by wire transfer of immediately available funds within such time period.

8.10 Offset of Other Amounts. Notwithstanding anything in this Agreement to the contrary, to the extent that there are any Losses payable to any Purchaser Indemnified Party under this Article VIII hereunder that are not paid by the Sellers within the periods required hereunder, then, in addition to any other rights and remedies available to it, Purchaser shall have the right, upon prior written notice to the Sellers Representative, to offset such amount payable by it or its Affiliates or the other Purchaser Indemnified Parties, against the amount of any future amounts payable to the Founders (including under their employment agreements with Senseforth India or Purchaser or one of its other Affiliates, to the maximum extent permitted under applicable Law), pro rata, based on their respective Pro Rata Percentage. The offset of amounts payable to the Purchaser Indemnified Parties under this Section 8.10 shall not limit any of Purchaser's other rights hereunder. To the extent that Purchaser or its Affiliates make a written Claim in good faith in connection with any Losses payable to Purchaser or any other Purchaser Indemnified Party pursuant to this Article VIII hereunder, then any future amounts payable to the Founders may be withheld by Purchaser or its Affiliates by the maximum potential amount of such Claims, as reasonably determined by Purchaser, until such claim is resolved pursuant to the procedures set forth in Article VIII. If it is determined under such procedures set forth in this Agreement that no amount is payable to Purchaser in connection with such Claim, or the amount withheld by Purchaser or its Affiliates under this Section 8.10 is in excess of the amount payable to Purchaser in connection with such Claim, then such additional amounts withheld by Purchaser or its Affiliates shall be promptly distributed to the Founders.

8.11 Knowledge and Investigation. The right of any Indemnified Party to indemnification pursuant to this Article VIII will not be affected by any investigation conducted or knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing, with respect to the accuracy of any representations or warranty, or performance of or compliance with any covenant or agreement hereunder. The waiver of any condition contained in this Agreement or in any Purchaser Document or Seller Document based on the breach of any such representation or warranty, or on the performance of or compliance with any such covenant or agreement, will not affect the right of any Purchaser Indemnified Party or Seller Indemnified Party to indemnification pursuant to this Article VIII based on such representation, warranty, covenant or agreement.

8.12 Remedies Exclusive. The remedies provided in this Article VIII shall be the sole and exclusive remedies of the Purchaser Indemnified Parties and the Seller Indemnified Parties and their heirs, successors and assigns after the Closing with respect to or arising out of any breach or violation of this Agreement; provided that the limitations set forth in this Section 8.11 shall not apply in the event of (a) claims based upon intentional misconduct, intentional misrepresentation or fraud, (b) claims for injunctive or equitable relief, or (c) any other remedy specifically provided for in this Agreement or the Seller Documents or Purchaser Documents (including under Annexure 1). In furtherance of the foregoing, except as set forth in this Section 8.11, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action

for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. The Parties agree and acknowledge that all indemnity payments by the Indemnifying Party shall be made to the Indemnified Party in a manner compliant with applicable Law, and at any time, if so directed by the Indemnified Party at their own discretion, the indemnity payments shall be made by the Indemnifying Party to another nominee of the Indemnified Party.

ARTICLE IX

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) By the written agreement of the Purchaser and the Seller Representative (on behalf of itself and the Company and the Sellers);

(b) By either the Purchaser or the Seller Representative (on behalf of itself and the Company and the Sellers), if the Closing shall not have occurred on or before 60 days after the date of this Agreement (or such other date to which the Purchaser and the Seller Representative may agree in writing) (the "End Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party that has failed to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it (or the Company or the Sellers, for the Seller Representative) prior to the Closing;

(c) By the Purchaser, upon a breach of any representation or warranty of the Company or the Sellers set forth in this Agreement, or upon a breach of any covenant or agreement of the Sellers or the Company set forth in this Agreement, such that the conditions set forth in Sections 7.1(a), (b), (c) or (d) (as applicable) would not be satisfied as of the time of such breach; *provided, however*, that if such breach is curable by the Company or the Sellers prior to the End Date through the exercise of commercially reasonable efforts, then the Purchaser may not terminate this Agreement under this Section 9.1(c) prior to the End Date so long as the Company or the Sellers, as the case may be, continue to exercise commercially reasonable efforts to cure the breach (and then only if such breach has not been cured);

(d) By the Seller Representative (on behalf of itself and the Company and the Sellers), upon a breach of any representation, warranty, covenant or agreement of the Purchaser set forth in this Agreement such that the conditions set forth in Sections 7.2(a) or (b) (as applicable) would not be satisfied as of the time of such breach; *provided, however*, that if such breach is curable by the Purchaser prior to the End Date through the exercise of commercially reasonable efforts, then the Seller Representative may not terminate this Agreement under this Section 9.1(d) prior to the End Date so long as the Purchaser continues to exercise commercially reasonable efforts to cure the breach (and then only if such breach has not been cured); or

(e) by the Purchaser or the Seller Representative, by written notice to the other, in the event that:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued an Order restraining or enjoining the transactions contemplated by this Agreement, and such Order shall have become final and non-appealable.

9.2 Effect of Termination. In the event of the termination of this Agreement pursuant to the provisions of Section 9.1, this Agreement shall become void and have no effect, without any liability to any party, any Affiliates of such party or any of the officers, directors, shareholders, partners, members, managers, trustees, employees, agents, advisors, representatives of such party or its Affiliates in respect of this Agreement or the transactions contemplated hereby, except that:

(a) any such termination shall not affect the parties' respective rights and obligations under Sections 6.6, Article IX, and Article X;

(b) if such termination results from the: (i) failure of a party to perform a covenant or agreement set forth in this Agreement; or (ii) willful breach by a party of any of its representations and warranties set forth in this Agreement, such party shall be fully liable for any and all Losses incurred or suffered by the other parties as a result of such willful failure or willful breach.

ARTICLE X

GENERAL PROVISIONS

10.1 Expenses. Except as otherwise specifically provided for in this Agreement: (a) the Sellers shall bear all Transaction Expenses, and (b) the Purchaser shall bear all of its expenses, costs and fees (including attorneys', accountants', financial advisors' and financing fees, if any, and filing fees) incurred in connection with the transactions contemplated hereby, including the preparation, execution and delivery of this Agreement and compliance herewith, whether or not the Closing is consummated; *provided* that, if the Closing is consummated, the Sellers shall cause the Company to pay all of the Transaction Expenses at or prior to the Closing.

10.2 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered personally; (ii) mailed using certified or registered mail with postage prepaid, return receipt requested; (iii) sent by next-day or overnight mail or delivery using a nationally recognized overnight courier service; or (iv) sent by email, as follows:

(a) if to the Purchaser:

Fractal Analytics Inc.
Suite 76J
One World Trade Center

New York, New York 10007
Attention:

with a copy (which shall not constitute notice, request, demand, waiver or other communication) to:

Kelley Drye & Warren LLP
Three World Trade Center
New York, New York 10007
Attention: Deepak Nambiar
Email: DNambiar@KelleyDrye.com

- (b) if to the Company, the Sellers or the Seller Representative prior to Closing:

Senseforth AI Research Private Limited
4th Floor, Indiqube Hexa, Survey 218
9th Main Road,
6th Sector HSR Layout
Bangalore 560 102
Attention Shridhar Marri.

if to the Sellers or the Seller Representative after Closing:

Shridhar Marri
86, 16th C Main,
4th Block, Koramangala
Bangalore - 560034

A party may designate a new address to which communications shall thereafter be transmitted by providing written notice to that effect to the other parties. Each communication transmitted in the manner described in this Section 10.2 shall be deemed to have been provided, received and become effective for all purposes at the time it shall have been delivered to the addressee as indicated by the return receipt (if transmitted by mail), the affidavit or receipt of the messenger (if transmitted by personal delivery or courier service), or upon receipt of confirmation of receipt (if transmitted by email, which confirmation may also be in email).

10.3 Assignment; Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns (and, in the case of Sellers who are natural persons, their respective heirs and legal representatives); *provided* that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any party without the prior written consent of each of the other parties (except, in the case of Sellers who are natural persons, for assignments or delegations to their respective heirs and legal representatives upon death or incompetency); *provided, however,* that nothing in this Section 10.3 shall restrict the Purchaser's ability to freely assign this Agreement, without the consent of any Person: (a) to any successor in interest to all or substantially all of the business of the Purchaser and the Company following the Closing, or (b) to any Affiliate of Purchaser; *provided, further,* that no assignment of any obligations hereunder shall

relieve the assignor of any such obligations. Any purported assignment or delegation in violation of the preceding sentence of this Section 10.3 will be null and void.

10.4 Amendment. No purported amendment or modification to any provision of this Agreement shall be binding upon the parties unless the Purchaser and the Seller Representative (on behalf of itself, the Company and the Sellers) have each duly executed and delivered to the other a written instrument which states that it constitutes an amendment or modification (as applicable) to this Agreement and specifies the provision(s) that are being amended or modified (as applicable).

10.5 Waiver. Except as expressly provided in this Agreement, no purported waiver of any provision of this Agreement shall be binding upon the Purchaser, on the one hand, or the Company, the Sellers or the Seller Representative, on the other hand, unless either the Purchaser (with respect to waivers by the Purchaser) or the Seller Representative (with respect to waivers by the Company, the Sellers or the Seller Representative) has duly executed and delivered to the Seller Representative or the Purchaser (as applicable) a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived. Any such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise (from time to time and at any time) by a party of, nor the delay or failure (at any time or for any period of time) to exercise, any right, power or remedy (whether by course of dealing or otherwise) shall constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

10.6 Entire Agreement. This Agreement (including the Exhibits and Schedules referred to herein) and the Purchaser Documents and Seller Documents constitute the entire agreement and supersede all of the previous or contemporaneous Contracts, representations, warranties and understandings (whether oral or written) by or among the parties with respect to the subject matter hereof, including any letter of intent, exclusivity agreement, term sheet or memorandum of terms entered into or exchanged by the parties.

10.7 Severability. If any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason: (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to such parties provided by, such provision (including, if applicable, limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable Law, if such provision is held to be excessively broad as to duration, geographical scope, activity or subject); or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

10.8 Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.9 Counterparts. This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each of the parties at such time as counterparts hereto shall have been executed and delivered by all of the parties, regardless of whether all of the parties have executed the same counterpart. Counterparts may be delivered via facsimile or other electronic transmission (including .pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.10 Governing Law. THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, ALL RELATIONSHIPS AMONG THE PARTIES SET FORTH IN THIS AGREEMENT AND ALL DISPUTES AND PROCEEDINGS (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE FOREGOING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

10.11 Dispute Resolution.

(a) Any Claim arising out of or relating to this Agreement or the performance, breach, validity, interpretation, application, or termination thereof (a “Dispute”) whether based on contract, tort, statute or other legal or equitable theory (including any Claim of fraud, misrepresentation or fraudulent inducement or any question of validity or effect of this Agreement including this Section 10.11) shall be settled by arbitration initiated upon the written notice (the “Arbitration Notice”) of any party. The arbitration shall be conducted in accordance with this Agreement and the then current American Arbitration Association Commercial Arbitration Rules including Procedures for Large, Complex Commercial Disputes and Optional Rules for Emergency Measures of Protection (collectively, the “AAA Rules”), and judgment on the award may be entered in any court having jurisdiction thereof.

(b) The seat of the arbitration shall be New York City, New York or such other major city as mutually agreeable to the parties. The language of the arbitration shall be English. Upon agreement of the parties and the arbitrators, pre-hearing conferences and evidentiary hearings may be held in other locations, however the seat of the arbitration will be deemed to remain unchanged and any awards or orders will be deemed to have been made at the seat of the arbitration. The arbitrator(s) shall decide the issues submitted as arbitrators at law only and the arbitral panel shall base its award, and any interim awards, upon the terms of this Agreement and the substantive laws of the State of New York, excluding the conflicts provisions of such law.

(c) In the event that any party’s Claim or counterclaim equals or exceeds, directly or indirectly, \$2,500,000 (including a Claim for injunctive relief, declaratory relief or other relief that is reasonably expected to have an economic impact on any party in excess of

\$2,500,000), exclusive of interest or attorneys' fees, the Dispute shall be heard and determined by three (3) arbitrators; otherwise, the Dispute shall be heard and determined by one (1) arbitrator. Any and all arbitrators appointed hereunder shall be independent and impartial and shall be qualified by education, training, and experience to hear and determine matters in the nature of the Dispute. In the event that one (1) arbitrator shall hear the Dispute, the parties shall attempt to agree upon a qualified individual to serve as arbitrator. If the parties are unable to so agree within thirty (30) days of the Arbitration Notice, then the Dispute shall be heard and determined by three (3) arbitrators selected and appointed in accordance with the procedure set forth in the next sentence. In the event that three (3) arbitrators shall hear the Dispute, the parties shall, within twenty (20) days after the Arbitration Notice (or after expiration of the initial thirty (30) days if three (3) arbitrators are being appointed, each select one person to act as arbitrator). The two arbitrators so selected shall, within twenty (20) days of their appointment, select a third arbitrator who shall serve as the chairperson of the arbitral panel. If a party fails to appoint an arbitrator as provided herein, or if the arbitrators selected by the parties are unable or fail to agree upon a third arbitrator within twenty (20) days of their appointment, then that arbitrator shall be selected and appointed pursuant to the selection procedure set forth in the AAA Rules; provided, however, that such selection and appointment shall be conducted on an expedited basis and shall be completed within twenty (20) days from failure to appoint or to agree within the periods stated above. Should an arbitrator die, resign, refuse to act, or become incapable of performing his or her functions as an arbitrator, the AAA may declare a vacancy on the arbitral panel. The vacancy shall be filled by the method by which that arbitrator was originally appointed. The arbitrator(s) shall be bound by and shall follow the then current ABA/AAA Code of Ethics for Arbitrators in Commercial Disputes.

(d) The parties shall promptly exchange copies of all exhibits and witness lists, and, if requested by a party, to produce other relevant documents, to answer a reasonable amount of interrogatories (including subparts), to respond to a reasonable amount of requests for admissions (which shall be deemed admitted if not denied) and to produce for deposition and, if requested, at the hearing all witnesses that such party has listed. Any discovery disputes shall be resolved by agreement of the parties or as ordered by the arbitral panel upon a finding of good cause. The arbitral panel shall take into account applicable principles of legal privilege and related protections, such as those involving the confidentiality of communications between a lawyer and a client and the work product of a lawyer, and no party or witness may be required to waive any privilege recognized at law. The arbitral panel shall issue orders as reasonably necessary to protect the confidentiality of proprietary information, trade secrets, and other sensitive information disclosed.

(e) All awards shall be in writing, shall state the reasoning upon which the award rests and shall be final and binding on the parties. Any award shall be made and signed by at least a majority of the arbitrators. The parties undertake to carry out the award without delay. The parties hereby waive any claim to exemplary, punitive, or similar damages in excess of compensatory damages, attorneys' fees, costs, and expenses of arbitration, and the arbitral panel is not empowered to and shall not award exemplary, punitive, or similar damages in excess of compensatory damages and attorneys' fees, costs, and expenses of arbitration. The arbitral panel is expressly empowered to grant any remedy or relief not expressly prohibited herein available under applicable Law, including specific performance of this Agreement to the extent allowed by applicable Law, declaration of the validity, meaning, and effect of this Agreement and the rights or duties of the parties hereunder, and, to the extent allowed by applicable Law, prohibiting or

mandating actions by a party with respect to the performance of this Agreement or matters arising out of or in connection therewith. In its award, the arbitral panel may apportion the costs of arbitration between or among the parties in such manner as it deems reasonable, taking into account the circumstances of the case, the conduct of the parties during the proceedings, and the result of the arbitration, including requiring one party to bear all or the majority of such costs. In the event that any party fails or refuses to participate in arbitration as provided herein, the arbitral panel is authorized to determine whether the failure to participate in the arbitration was due to the bad faith of a party, and if so may award to the other party or parties all costs associated with the arbitration, including attorneys' fees and costs, arbitrator's fees, and administrative fees. Unless otherwise ordered by the arbitral panel as part of its award, each party shall bear its own costs and expenses and the costs of arbitration, and the fees and expenses of the arbitrators and of any expert or other assistance engaged by the arbitral panel shall be borne by the parties to the arbitration in equal shares.

(f) The failure or refusal of any party, having been given due notice thereof, to participate at any stage of the dispute resolution proceedings shall not prevent the proceedings from continuing, nor shall such failure or refusal impair the validity of the award or cause the award to be void or voidable, nor shall it be a basis for challenge of the validity or enforceability of the award or of the arbitration proceedings.

(g) If any party fails to timely pay an advance on fees and costs ordered by the arbitral panel or the AAA within twenty (20) days after the date set for such deposit, that party shall be deemed to be in default. The arbitral panel or the AAA shall then determine whether the funds on deposit are sufficient to satisfy the anticipated estimated expenses for the proceeding to continue on an expedited basis without the participation of the defaulting party. If so, the proceeding will continue without the participation of the defaulting party, and the arbitral panel may enter an award on default. Prior to entering an award on default, the arbitral panel shall require the non-defaulting party to produce such evidence and legal argument in support of its contentions as the arbitral panel may deem appropriate. The arbitral panel may receive such evidence and argument without the defaulting party's presence or participation. If the funds on deposit are deemed insufficient to satisfy the estimated costs of continuing as provided herein, the non-defaulting party may make all or part of the requested deposit in an amount sufficient to allow the proceeding to continue without the participation of the defaulting party. If the non-defaulting party chooses not to make the requested deposit, the arbitral panel may suspend or terminate the proceedings.

(h) At any time after submission of a written notice of arbitration, any party may request a court of competent jurisdiction to grant interim measures of protection: (i) to preserve the status quo pending resolution of the Dispute; (ii) to prevent the destruction of documents and other information or things related to the Dispute; (iii) to prevent the transfer, dissipation, or hiding of assets; and/or (iv) to aid the arbitral proceedings and the award. A request for such interim measures to a judicial authority shall not be deemed incompatible with or a waiver of a party's right to arbitrate a Dispute. The parties agree that a court at the seat of the arbitration at the request of a party, or the arbitral panel with the consent of all parties, may consolidate two or more arbitral proceedings among the parties if common questions of law or fact exist.

(i) The parties hereby consent to the jurisdiction of the state and federal courts of New York for the enforcement of any award rendered by the arbitral panel.

(j) Unless the parties agree otherwise via a prior written agreement, the parties, the arbitrator(s), and the AAA shall treat the dispute resolution proceedings provided for herein, any related disclosures, and the decisions of the arbitral panel, as confidential, except in connection with judicial proceedings ancillary to the dispute resolution proceedings, such as a judicial challenge to, or enforcement of, the arbitral award, and unless otherwise required by law to protect a legal right of a party.

10.12 Waiver of Jury Trial.

(a) EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY PROCEEDING (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS AMONG THE PARTIES HEREUNDER AND ANY DISPUTES WITH RESPECT TO ANY OF THE FOREGOING IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT, ADVISOR OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (iii) SUCH PARTY MAKES SUCH WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATION IN THIS SECTION 10.12.

10.13 Remedies. Except as otherwise set forth in Article VIII and Article IX, each of the parties shall have and retain all rights and remedies, at Law or in equity, including rights to specific performance and injunctive or other equitable relief, arising out of or relating to a breach or threatened breach of this Agreement. Without limiting the generality of the foregoing, each of the parties acknowledges that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief shall be granted in connection therewith, without the necessity of posting a bond or other security or proving actual damages and without regard to the adequacy of any remedy at Law. A party's right to specific performance or injunctive relief shall be in addition to all other legal or equitable remedies available to such party. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other parties have

an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity.

10.14 Third Party Beneficiaries. No Person other than the Purchaser, the Company, the Sellers and the Seller Representative is, is intended to be, or shall be a beneficiary of this Agreement, other than the Purchaser Indemnified Parties, the Seller Indemnified Parties and any permitted successors and assigns of the parties under Section 10.3.

10.15 Certain Waivers.

(a) Subject to the provisions of Section 10.15(d), conditioned upon the occurrence of the Closing, for itself and on behalf of all Seller Indemnified Parties related thereto, each Seller agrees that such Seller shall not make any claim against the Purchaser, the Company, or any of their respective Affiliates (the “Released Parties”), for indemnification or otherwise (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement or otherwise) by reason of the fact that such Seller is or was a member, shareholder, director, officer, employee or agent of any Released Party or is or was serving at the request of a Released Party as a partner, trustee, director, officer, employee or agent of another entity, and each Seller hereby acknowledges and agrees that such Seller shall not have any claim or right to contribution or indemnity from any Purchaser Indemnified Party with respect to any amounts paid by such Seller pursuant to this Section 10.15 or otherwise pursuant to this Agreement or related to the transactions contemplated hereby, without regard to whether the action or inaction prior to Closing of the Released Party caused such amounts to become payable.

(b) Subject to the provisions of Section 10.15(d), effective upon the Closing, for itself and on behalf of all Seller Indemnified Parties related thereto, each of the Sellers hereby irrevocably waives, releases and discharges the Released Parties from any and all liabilities and obligations to such Seller of any kind or nature whatsoever, whether in its or his or her capacity as a member, shareholder, officer or director of a Released Party or otherwise, in each case whether absolute or contingent, liquidated or unliquidated, and whether arising under any agreement or understanding or otherwise, at Law or equity, and no Seller shall seek to recover any amounts in connection therewith or thereunder from any Released Party.

(c) In no event shall a Released Party or other Purchaser Indemnified Party have any liability to any of the Sellers whatsoever for any breaches of the representations, warranties, agreements or covenants of or regarding the Sellers or the Company hereunder, and none of the Sellers shall in any event seek contribution from any Released Party for such Seller’s obligation to the Purchaser Indemnified Parties or in respect of any other payments required to be made by the Sellers pursuant to this Agreement.

(d) The covenants, agreements and release provided in Section 10.15(a) and Section 10.15(b) shall not apply to: (i) any rights of any Seller or any Seller Indemnified Parties under this Agreement or any of the Seller Documents, including rights to indemnification under Article VIII; (ii) any rights to compensation or benefits as an employee or contractor of the Company; or (iii) with respect to any Seller, any rights under any other Contract between such Seller and the Company.

(e) If applicable, each Seller hereby expressly waives and releases any rights and benefits which such Person has or may have under any Law pertaining to all of the foregoing released claims and expressly waives and releases any and all rights and benefits conferred upon such Person by the provisions of Section 1542 of the California Civil Code (or any similar Law), which reads as follows:

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

10.16 Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party based on any claim that such party or counsel to such party drafted this Agreement. Unless otherwise expressly specified in this Agreement:

(a) the words “hereof”, “hereby”, “herein” and “hereunder,” and correlative words, refer to this Agreement as a whole and not any particular provision;

(b) the words “include”, “includes” and “including”, and correlative words, are deemed to be followed by the phrase “without limitation”;

(c) the word “or” is not exclusive and is deemed to have the meaning “and/or”;

(d) references in this Agreement to a “party” means the Purchaser, the Company, the Seller Representative or any of the Sellers and to the “parties” means the Purchaser, the Company, the Seller Representative and the Sellers;

(e) references to “dollars,” “\$” or other dollar amounts in this Agreement shall mean the lawful currency of the United States;

(f) the parties intend that each representation, warranty and covenant contained herein shall have independent significance, such that, if any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first-referenced representation, warranty or covenant; *provided, however*, that any subject matter in a representation and warranty that is qualified by “Knowledge” shall be deemed to be covered only by such representation and warranty and not by any representation and warranty relating to the same subject matter that is not so qualified;

(g) the masculine, feminine or neuter form of a word includes the other forms of such word and the singular form of a word includes the plural form of such word;

(h) references to a Person shall include the successors and assigns thereof;

(i) references to the Company shall be deemed to include references to all Subsidiaries of the Company (both past and present) unless the context otherwise requires, including, for the avoidance of doubt, the representations and warranties set forth in Article III;

(j) references made in this Agreement to an Article, Section, Schedule or Exhibit mean an Article or Section of, or a Schedule or Exhibit to, this Agreement;

(k) references to any Contract are to that Contract as amended and modified from time to time in accordance with the terms thereof;

(l) all references to payments in this Agreement shall be payments in U.S. dollars;

(m) all references to materials, including any report, record, file or other document, shall, in each case, include any form or medium of such materials (including electronic form); and

(n) any capitalized term used but not defined in a Schedule or Exhibit to this Agreement shall have the meaning set forth in this Agreement.

10.17 Representation by Counsel. Each party hereto acknowledges that it has been or has had an opportunity to be advised by legal counsel retained by such party in its sole discretion. Each party acknowledges that such party has had a full opportunity to review this Agreement and all related exhibits, schedules and ancillary agreements and to negotiate any and all such documents in its sole discretion, without any undue influence by any other party hereto or any third party.

[remainder of this page intentionally left blank; signature pages follow]

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

THE PURCHASER:

FRACTAL ANALYTICS INC.



By:  _____

Name: Srikanth Velamakanni

Title: Co-founder and Group CEO

[Stock Purchase Agreement]

THE COMPANY:

SENSEFORTH, INC.



DocuSigned by:
Shridhar Marri

By: D82AB62010F04C4...
Name: Shridhar Marri

Title: CEO and Co-Founder

SELLER REPRESENTATIVE

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Shridhar Marri

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Shridhar Marri

SELLERS:

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Shridhar Marri

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Shridhar Marri

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Krishna Kadiri

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Krishna Kadiri

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Ritesh Radhakrishnan

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Ritesh Radhakrishnan

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Suryprakash C.V.

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Suryprakash C.V.

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Narendra Paruchuri

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Narendra Paruchuri

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Kodali Ramakrishna Prasad

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Kodali Ramakrishna Prasad

DocuSigned by:

Ramprakash Lakshmi

2E3D4B3BD5E340E...

DocuSigned by:

PADMAJA ALLURI

77057A2E0A42495...

Ramprakash Lakshmi and Padmaja Alluri (jointly)

DocuSigned by:

Ajay Potluri

3372BF946E89408...

Ajay Potluri

DocuSigned by:

Jyothi Basu Chennu

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Jyothi Basu Chennu

DocuSigned by:

Venu Gopal Kanury

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Venu Gopal Kanury

DocuSigned by:

WVNS Hariprasad Chalapati

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WVNS Hariprasad Chalapati

DocuSigned by:

Dr. Kishore Mulpuri Inc.

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Dr. Kishore Mulpuri Inc.

DocuSigned by:

Dr. Lakshmi Yatham Inc.

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Dr. Lakshmi Yatham Inc.

ANNEXURE 1

INDIA TAX INDEMNIFICATION PROCESS

1. If any Tax Authority issues a notice (“**Tax Notice**”) to any of the Purchaser Indemnified Parties in connection with any Tax Proceeding and / or Tax Claim, then such Purchaser Indemnified Parties shall immediately, but not later than 5 days from the receipt of Tax Notice, provide written notice to the Indemnifying Party of the factual information describing the relevant Tax Proceeding and / or Tax Claim (“**Tax Indemnifying Notice**”). To the extent available, the Tax Indemnifying Notice shall also specify the due date for payment of the Tax Claim to the Tax Authorities. Such Tax Indemnifying Notice shall include a copy of the Tax Notice and all other documents, if any, received from any Tax Authority in respect of such Tax Claim / Tax Proceeding. The Purchaser Indemnified Parties shall immediately inform the Indemnifying Party of any change in the due date for undertaking any action (including payment of any amount/ Tax Claim) as the case may be from the date specified in the Tax Indemnifying Notice. The Parties agree that any delay in giving the Tax Indemnifying Notice within the time period specified in this paragraph shall not relieve the Indemnifying Party of liability under this Agreement or prevent the Purchaser Indemnified Party from bringing a relevant claim.
2. The Indemnifying Party shall have the right, exercisable by giving written notice to the Purchaser Indemnified Parties within 15 (fifteen) days of the receipt of the Tax Indemnifying Notice (“**Tax Response Period**”), to assume the sole defence, conduct and settlement of any Tax Proceeding and/ or any Tax Claim at its own expense, using any legal counsel and/or advisors of its choosing. Provided, if the Tax Notice requires a response within a period which is shorter than the Tax Response Period, then (i) the Purchaser Indemnified Parties shall, with prior written intimation to the Indemnifying Party, have the right to respond to the Tax Notice (“**Interim Response**”) solely seeking additional time to respond to the Tax Notice; and (ii) the Tax Response Period shall be deemed to commence from the date of receipt by the Indemnifying Party of the Interim Response along with the Tax Indemnifying Notice. In the event the Tax Authorities do not grant additional time to respond to the Tax Notice, then the Purchaser Indemnified Parties and the Indemnifying Party shall mutually agree in writing, on a course of action such that there is no default in complying with the Tax Notice. The Purchaser Indemnified Parties shall provide all reasonable assistance and information relating to the Tax Proceeding and/ or Tax Claim, as available with the Purchaser Indemnified Parties, and reasonable assistance to the Indemnifying Party to dispute, appeal, compromise, defend, remedy or mitigate the Tax Proceeding and/ or Tax Claim to the extent such assistance and information is required by the Indemnifying Party in connection with such Tax Proceeding and/ or Tax Claim. The Indemnifying Party shall keep the Purchaser Indemnified Parties reasonably informed of all material developments relating to such Tax Proceedings and/ or Tax Claim and shall provide to the Purchaser Indemnified Parties with all such information and documents as the Purchaser Indemnified Parties may reasonably request in relation to the Tax Proceeding and/ or Tax Claim.
3. If the Indemnifying Party has exercised the right within the Tax Response Period to assume sole control of such proceedings, then (a) the Purchaser Indemnified Parties shall not make

any submissions, filings, admission of liability, execute any agreement settlement or compromise in relation to the Tax Proceeding and/ or Tax Claim without the prior written consent of the Indemnifying Party and (b) the Indemnifying Party shall be entitled to exercise all legal remedies available to it under applicable Law including the right to settle, seek any interim relief, whether in the form of a stay, injunction or deferral of the payment of any amounts required to be paid pursuant to the Tax Proceeding and/ or Tax Claim or otherwise and the Purchaser Indemnified Parties shall cooperate, as reasonably requested by the Indemnifying Party in the defense of such proceedings undertaken by the Indemnifying Party.

4. If the Indemnifying Party elects, in writing, not to assume control of the defence of any Tax Proceeding and/ or Tax Claim, or where the Indemnifying Party has not assumed control in writing and the Tax Response Period or Interim Response period, whichever is earlier, has lapsed, the Purchaser Indemnified Parties shall have the right (but not the obligation) to assume control of the preparation, prosecution, defense or conduct of any Tax Proceeding and/ or any Tax Claim. In the event the Purchaser Indemnified Parties decide to assume control of the defence of the Tax Proceeding and/ or Tax Claim, the Purchaser Indemnified Parties shall, through a reputed counsel, reasonably satisfactory to the Indemnifying Party, control the preparation, prosecution, defense or conduct of any Tax Proceeding and/ or any Tax Claim in good faith, provided, however, that (i) the Purchaser Indemnified Parties shall consult the Indemnifying Party in good faith with respect to the conduct of such defense and keep the Indemnifying Party promptly and reasonably informed of material developments relating to such defense, (ii) the Purchaser Indemnified Parties shall take reasonable comments of the Indemnifying Party into consideration for any material submission, filing or communication by the Purchaser Indemnified Parties to the Tax Authorities in the course of any Tax Proceeding and/or any Tax Claim, provided that in the event the Indemnifying Party fails to provide its comments on such submission, filing or communication within a period of 10 (Ten) Business Days or such shorter time period as may be required for the Purchaser Indemnified Parties to complete the submission, filing or communication within the time period specified by the Purchaser Indemnified Party (acting reasonably), the Purchaser Indemnified Parties shall proceed to make such submission, filing or communication, as the case may be, (iii) without prejudice to the right of the Purchaser Indemnified Parties to control the defense of such Tax Claim, the Purchaser Indemnifying Party may participate in the defense of such Tax Claim at the Indemnifying Party's cost, and (iv) the Purchaser Indemnified Parties shall not consent to entry of any judgment or enter into any settlement, without the prior written approval of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed) unless pursuant to or as a result of such compromise or settlement (A) the documents accompanying such compromise, settlement or judgement clearly outline that the said compromise, settlement or judgment and consequent payment made thereunder is without prejudice to the bonafides and technical merits of the case (even if the order of the revenue authorities or the notices issued contain allegations of illegality); (B) the Indemnifying Party is released completely and unconditionally in connection with such claim in writing, and without any liability to make payments; (C) the settlement does not impose any injunctive or other equitable relief on the Indemnifying Party; and (D) there is no admission of guilt or liability on behalf of the Indemnifying Party, its shareholders and directors and/or the Company, its shareholders and directors.

5. In the event that the Purchaser Indemnified Parties exercises its right to defend any such Tax Proceeding and/or Tax Claim: the Indemnifying Party (a) shall not initiate any written communication with any Tax Authority with respect to the Tax Proceeding and / or Tax Claim, without the prior written approval of the Purchaser Indemnified Parties (such approval shall not be unreasonably withheld, conditioned or delayed); (b) shall not respond to any inquiry received from any Tax Authority with respect to the Tax Proceeding and/or Tax Claim, without the prior written approval of the Purchaser Indemnified Parties (such approval shall not be unreasonably withheld, conditioned or delayed in order to ensure timely response to any such inquiry); (c) shall provide to the Purchaser Indemnified Parties and its advisers reasonable access to relevant, documents and records within the possession, power of control of the Indemnifying Party for the purposes of defending any such Tax Proceeding and/ or Tax Claim.
6. Subject to limitation of liability of the Indemnifying Party under this Agreement, the Indemnifying Party shall pay the amounts demanded by the Tax Authority pursuant to the Tax Notice, to the Tax Authority or the Purchaser Indemnified Parties for further payment to the Tax Authority, within such time period as may be stipulated in the Tax Notice and / or order from the relevant Tax Authorities. The payments made by the Indemnifying Party to the Tax Authority or by the Purchaser Indemnified Parties to the Tax Authority shall be made under protest and without prejudice to any rights of the Parties to contest such Tax Notice. It is clarified that where the said Tax Notice or orders passed pursuant to such notice require payment of Taxes and such order has not been stayed by the relevant Tax Authority, including pursuant to an appeal, the payment shall be made by the Indemnifying Party prior to 2 (two) business days on which the amounts are required to be deposited with the Tax Authority (including any extension of time duly obtained for payment of the Tax Claim).
7. In the event that the Indemnifying Party makes a payment of the amounts (under protest and without prejudice to any rights of the Parties to contest such Tax Notice) demanded by the Tax Authority under the foregoing provisions, it is expressly agreed that the Indemnifying Party (including on behalf of the Purchaser Indemnified Parties (as the case may be)) shall be entitled continuing to challenge the Tax Claim or any subsequent notices or correspondences received from the Tax Authority solely, at its cost, and in case the Indemnifying Party opts to challenge the Tax Claim, then the Purchaser Indemnified Parties shall cooperate with the Indemnifying Party in such challenge at the cost of the Indemnifying Party, including by providing the necessary authorisations to the Indemnifying Party to contest the Tax Claim or Tax Proceedings. Where the Indemnifying Party at its sole discretion directly pays the amount claimed under a Tax Claim to the relevant Tax Authorities on its own account, it shall provide the Purchaser Indemnified Parties with evidence of such payment at least 2 (two) days prior to the due date for payment of such Tax Claim (including any extension of time duly obtained for payment of the Tax Claim). Where the Indemnifying Party makes the payment of the amounts demanded by the Tax Authority as mentioned above, the Purchaser Indemnified Party shall not be entitled to contesting or challenging the Tax Claim or any subsequent notices or correspondence without the prior written consent of the Indemnifying Party.

8. Notwithstanding anything to the contrary contained herein, if at least 2 (two) Business Days prior to the due date of payment of a Tax Claim hereunder, the Indemnifying Party or the Purchaser Indemnified Parties obtains an interim relief from a Tax Authority to stay, injunction or extend the recovery of the Tax Claim sought under a Tax Proceeding and / or Tax Claim (“Injunctive Order”), then till such time as the Injunctive Order is no longer in force, Indemnifying Party shall not be obligated to pay to the Tax Authority or the Purchaser Indemnified Parties any amount in respect of the relevant Tax Claim or Tax Proceeding, provided however that any deposits, interests, advances, guarantees or other payments required to be made to any Tax Authority in order to secure the nature of relief set out herein shall be made by the Indemnifying Party under protest and without prejudice to its rights.
9. In the event that:
 - (a) the Purchaser Indemnified Parties have issued a Tax Indemnifying Notice in relation to a Tax Claim and the Purchaser Indemnified Parties have complied in all material respects with the provisions of this Annexure 1; and
 - (b) prior to the due date of payment of the Tax Claim, appropriate relief in relation to such Tax Claim (including Injunctive Order) has not been obtained in a manner that does not legally obligate the Purchaser Indemnified Parties to pay the whole of such Tax Claim and the Indemnifying Party fails to, where applicable
 - i. pay all the amounts claimed under such Tax Claim to the Indemnified Party in accordance with this Annexure 1; or
 - ii. directly pay all the amounts claimed under such Tax Claim to the relevant Tax Authority on its own account in a manner that fully discharges the Purchaser Indemnified Parties from the whole of such Tax Claim in accordance with paragraph 6 above; or
 - iii. directly pay all the amounts claimed made under such Tax Claim to the relevant Tax Authority on behalf of the Purchaser Indemnified Parties in a manner that fully discharges the Purchaser Indemnified Parties from the whole of such Tax Claim or in accordance with paragraph 6 above;

then the Purchaser Indemnified Parties shall have the right but not the obligation to make full payment of the amounts due under such Tax Claim to the relevant Tax Authority. If the Purchaser Indemnified Parties exercise such right to make payment of the amounts due under such Tax Claim, then the Purchaser Indemnified Parties shall intimate in writing, the Indemnifying Party of such payment and the Indemnifying Party shall, subject to the limitation of liability as set out in this Agreement, be liable to indemnify the Purchaser Indemnified Parties for the amounts paid by the Purchaser Indemnified Parties towards such Tax Claim within 15 (fifteen) days from the date of such intimation. The payment by the Indemnifying Party to the Purchaser Indemnified Party under this paragraph shall constitute a complete release and discharge of the Indemnifying Party’s obligations to the Indemnified Parties, in connection with such

Tax Notice and corresponding Tax Indemnifying Notice, without requiring any further deed or action by or on behalf of the Indemnifying Party.

10. In the event that the Indemnifying Party has made a deposit or payment of the amounts claimed in a Tax Claim in accordance with any of the provisions of Clause 8.2 and this Annexure 1 or any Purchaser Indemnified Party has made deposits or payments to the Tax Authority or tribunals or courts of competent jurisdiction from the payments received by the Purchaser Indemnified Parties from the Indemnifying Party and the Purchaser Indemnified Parties at any time in the future obtain a refund or set off or adjustments or any other benefit, of the whole or a part of the Tax Claim (including interest thereon), then:
 - (a) if the Indemnifying Party has made all payments required to be made by the Indemnifying Party under Clause 8.2 and Annexure 1 in relation to any and all Tax Claims, the Purchaser Indemnified Parties shall forthwith pay the same to the Indemnifying Party and in no event later than 7 (seven) Business Days from the date of receipt of such refund or credit or setoff along with interest received thereon; and
 - (b) if the Indemnifying Party has not made payment in full of all the amounts required to be paid by the Indemnifying Party under Clause 8.2 and Annexure 1 in relation to any and all Tax Claims but was paid by the Purchaser Indemnified Party, the Purchaser Indemnified Parties shall be entitled to first set off the amount received as Tax refund against the amount paid by the Purchaser Indemnified Party to the Tax Authority in excess of the amounts paid by the Indemnifying Party and the interest included in the Tax refund attributable to such amount paid by the Indemnified Party in relation to any and all such Tax Claims in accordance with this Agreement and thereafter, shall pay the remaining portion of the Tax refund, if any, to the Indemnifying Party, along with the proportionate interest thereon. It is clarified that the interest proportionate to the amount paid by the Indemnifying Party and recovered by the Purchaser Indemnified Party will be paid to the Indemnifying Party, net of Tax, if any applicable under the applicable Law in either case, net of: (i) all reasonable fees of the Purchaser Indemnified Parties' legal and tax advisors involved in obtaining such refunded amount; and (ii) any applicable Taxes that are required to be withheld on such refunded amount. Provided that the Indemnifying Party, upon the request of the Purchaser Indemnified Party, shall, subject to the limitation of liability under Clause 8.3, repay to such Purchaser Indemnified Party the amount paid by the Purchaser Indemnified Party pursuant to this Annexure (plus any penalties, interest or other charges imposed by the Tax Authority) in the event such Purchaser Indemnified Party is required to repay such refund to the Tax Authority. The Purchaser Indemnified Parties agree and undertake to take reasonable steps to mitigate the Tax Losses. Provided however, nothing contained herein shall prejudice the rights of the Purchaser Indemnified Parties to claim indemnity under Clause 8.2 from the Indemnifying Party, including but not limited to any act or omission of the Purchaser Indemnified Parties in relation to its rights to abandon, defend and/or settle the Tax Proceedings or Tax Claim, as contemplated under this Annexure 1.

11. All liabilities of the Indemnifying Party for Tax Losses shall be denominated in INR and all payment required to be made by the Indemnifying Party shall be made in the lawful currency of the United States of America (“USD”) in immediately available funds. The amount of USD payable by the Indemnifying Party for any liability denominated in INR under this Annexure 1 shall be calculated based on the INR/USD reference rate published by the Financial Benchmarks of India Private Limited on its official website 1 (one) Business Day prior to the date of payment of such liability (or if no such quote is available on such date, then the reference rate available on the immediately preceding Business Day). It is hereby clarified that any losses or gains arising due to conversion of currency and settlement of taxes shall be to the account of the Indemnifying party.
12. The Parties agree that any indemnity amounts paid by the Indemnifying Parties, pertaining to withholding Taxes (excluding any payments towards interest or penalties or other charges) shall be treated as part of the purchase consideration payable for the India Purchase for all applicable tax purposes, except as otherwise required by applicable Law.