UNIT PURCHASE AGREEMENT

BY AND AMONG

FRACTAL ANALYTICS INC.,

NEAL ANALYTICS, LLC,

THE SELLERS NAMED HEREIN

and

JAMES NEUBURGER,
SOLELY IN ITS CAPACITY AS THE EQUITYHOLDER REPRESENTATIVE

December 17, 2021

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UNIT PURCHASE AGREEMENT

THIS UNIT PURCHASE AGREEMENT (this "Agreement"), dated as of December 17, 2021, is entered into by and among Fractal Analytics Inc., a New York corporation ("Buyer"), Neal Analytics, LLC, a Washington limited liability company (the "Company"), the Persons listed in Annex A to this Agreement (the "Sellers") and James Neuburger, as the Equityholder Representative. Capitalized terms shall have the meanings given to them in Section 1.01(a) (or as defined elsewhere in this Agreement in accordance with Section 1.01(b)).

RECITALS

WHEREAS, as of the date hereof, the Sellers collectively own 100% of the issued and outstanding units (collectively, the "Units") of the Company, as set forth on Schedule 4.05 hereto;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to Buyer's willingness to enter into this Agreement, the Company and a local Affiliate of Buyer are entering into a transfer agreement in the form of Exhibit A (the "Local Transfer Agreement"), pursuant to which India Sub will be transferred to a local Affiliate of Buyer immediately prior to the consummation of the transactions contemplated hereby;

WHEREAS, Buyer desires to purchase from the Sellers the Units owned by each Seller as set forth on Annex A (the "Sold Units"), and the Sellers desire to sell the Sold Units to Buyer, all on the terms and subject to the conditions hereinafter set forth;

WHEREAS, in connection with the execution and delivery of this Agreement, and as an inducement to Buyer's willingness to enter into this Agreement, the Persons listed in Annex B (collectively, the "Key Employees") are entering into offer letters and related employment documentation with Buyer or an Affiliate of Buyer (the "Offer Letters"), to be effective upon the Closing; and

WHEREAS, in connection with the execution and delivery of this Agreement, and as an inducement to Buyer's willingness to enter into this Agreement, the Key Employees are entering into non-competition and non-solicitation agreements in the form of Exhibit B (the "Non-Competition and Non-Solicitation Agreement"), which, for the Persons listed in Annex C (collectively, the "Initial Key Employees"), shall be effective upon the Closing.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, the parties to this Agreement hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.01 Definitions.

(a) As used in this Agreement, the following terms have the following meanings:

"281 Report" means a signed report from an independent chartered accountant acceptable to Fractal India (as of the date of consummation of the transfer of the India Sub pursuant to the Local Transfer Agreement), 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 transfer of the India Sub pursuant to the Local Transfer Agreement) as annexures thereto.

"Accrued Taxes" means an amount (which shall not be less than zero) equal to all accrued Tax liabilities of the Acquired Companies for any Pre-Closing Tax Period (determined, with respect to a Straddle Period, in accordance with Section 8.02).

"Acquired Companies" means the Company and each of its Subsidiaries (including India Sub).

"Acquisition Proposal" means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry relating to, or any Person's indication of interest in, (i) the sale, license or other disposition of all or a material portion of the business or assets of any Acquired Company, (ii) the issuance, disposition or acquisition of (a) any capital stock or other equity security of any Acquired Company (including the Units), (b) any subscription, option, call, warrant, preemptive right, right of first refusal or any other right (whether or not exercisable) to acquire any capital stock or other equity security of any Acquired Company (including the Units), or (c) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of any Acquired Company (including the Units) or (iii) any merger, consolidation, business combination, reorganization or similar transaction involving any Acquired Company.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, "control," when used with respect to any specified person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms "controlling" and "controlled by" have correlative meanings to the foregoing.

"Aggregate Cash Consideration" means an amount equal to (A) $40,000,000, minus (B) the Estimated Closing Indebtedness, minus (C) the amount of Estimated Unpaid Company Transaction Expenses, minus (D) the amount, if any, by which Estimated Closing Working Capital is less than Target Working Capital Lower Limit, plus (E) the amount of Estimated Closing Cash, plus (F) the amount, if any, by which Estimated Closing Working Capital is greater than Target Working Capital Upper Limit minus (G) the Local Transfer Consideration.

"Aggregate Closing Cash Consideration" means an amount equal to the difference of the Aggregate Cash Consideration minus (i) the Escrow Amount minus (ii) the Equityholder Representative Expense Amount.

"Aggregate Exercise Amount" means an amount equal to the sum of the aggregate exercise price of all Company Options that are outstanding and unexercised immediately prior to the Closing and included in clause (ii) of the definition of "Fully Diluted Number."

"Applicable Law" means, with respect to any Person, any central, federal, state, local, municipal, foreign or other law, constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement (including the implementing rules and regulations or the rules and regulations of any applicable securities exchange) enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

"Award Holder" means the holder of one or more Company Options.

"Balance Sheet" means the consolidated unaudited balance sheet of the Acquired Companies as of October 31, 2021.

"Balance Sheet Date" means October 31, 2021.

"Benefit Plan" means (i) each employee benefit plan, as defined in Section 3(3) of ERISA or any similar plan subject to laws of a jurisdiction outside of the United States (whether or not subject to ERISA), (ii) each employment, consulting, advisor or other service agreement or arrangement, (iii) each severance, termination, pension, retirement, supplemental retirement, excess benefit, profit sharing, bonus, incentive, deferred compensation, retention, transaction, change in control and similar plan, program, arrangement, agreement, policy or commitment, (iv) each compensatory unit option, restricted unit, performance unit, unit appreciation, deferred unit or other equity or equity-linked plan, program, arrangement, agreement, policy or commitment, (v) each savings, life, health, disability, accident, medical, dental, vision, cafeteria, insurance, flex spending, adoption/dependent/employee assistance, tuition, vacation, leave entitlements, paid-time-off, other welfare fringe benefit and each other employee compensation or benefit plan, program, agreement, policy, commitment or arrangement (other than any statutory plan, program or arrangement that is required under Applicable Law and maintained by any Governmental Authority).

"Big Five Accounting Firms" means any of the Indian affiliates or associates of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) PricewaterhouseCoopers; (d) EY (formerly, Ernst & Young); or (e) Grant Thornton LLP.

"Big Five Tax Opinion" shall mean an opinion from one of the Big Five Accounting Firms (on its letter head) as on the date of consummation of the transfer of the India Sub pursuant to the Local Transfer Agreement in a form and manner acceptable and agreed to by Fractal India, and which can be relied upon by 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 the India Sub; (b) aggregate quantum of income (along with calculation thereof) to be earned by the Company upon sale of the equity shares of the India Sub 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.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York, San Francisco, California or Seattle, Washington are authorized or required by Applicable Law to close.

"Buyer Indemnitees" mean the following Persons: (i) Buyer, (ii) Buyer's current and future Affiliates (including the Acquired Companies), (iii) the respective Representatives of the Persons referred to in clauses (i) and (ii) above, and (iv) the respective successors and assigns of the Persons referred to in clauses (i), (ii) and (iii) above; provided, however, that the Equityholders shall not be deemed to be "Buyer Indemnitees."

"CARES Act" has meaning set forth in the definition of "PPP Loan."

"Closing Cash" means the amount of unrestricted cash and cash equivalents held by the Acquired Companies as of 12:01 am Pacific time on the Closing Date, net of all outstanding checks and drafts.

"Closing Indebtedness" means all Indebtedness of the Acquired Companies as of 12:01 am Pacific time on the Closing Date.

"Closing Per Unit Consideration Value" means an amount equal to the difference between (i) the Per Unit Consideration Value minus (ii) the Per Unit Contribution Amount.

"Closing Working Capital" means Working Capital as of 12:01 am Pacific time on the Closing Date.

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

"Company Benefit Plan" means any Benefit Plan that is maintained or sponsored by any Acquired Company or under which any Acquired Company has any obligation or liability (whether fixed or contingent, direct or indirect).

"Company Class A Units" means Class A units of the Company.

"Company Class B Units" means Class B units of the Company.

"Company Disclosure Schedule" means the disclosure schedule, dated as of the date of this Agreement, that has been provided by the Company to Buyer.

"Company Equity Incentive Plan" means the Company's Equity Incentive Plan.

"Company IP" means all Company Licensed IP and Company Owned IP.

"Company IP Contract" means any Contract that is a Company Inbound IP License or a Company Outbound IP License.

"Company Licensed IP" means all Intellectual Property Rights and Technology in-licensed by the Acquired Companies on a non-exclusive basis from third parties.

"Company Option" means any option to purchase Company Class A Units.

"Company Owned IP" means all Intellectual Property Rights and Technology owned or purported to be owned by, or exclusively licensed to, the Acquired Companies.

"Company Products" means all products and services offered, owned, developed, marketed, licensed, sold, supported, distributed or otherwise made available by any Acquired Company, as well as any product or service under development by or for any Acquired Company.

"Company Transaction Expenses" means (i) any fees and disbursements incurred by or on behalf of any Acquired Company and payable to any financial advisor, investment banker, broker or finder in connection with the transactions contemplated by this Agreement, (ii) the fees and disbursements payable to legal counsel, consultants or accountants of any Acquired Company that are payable by any Acquired Company in connection with the transactions contemplated by this Agreement, (iii) any amounts payable to any current or former Service Provider in connection with the Sale or any of the other transactions contemplated by this Agreement under any change of control, retention, termination, severance, bonus or other similar arrangement (whether paid or provided prior to, on or following the Closing Date and whether or not in connection with another event, including any termination of service), together with any Taxes imposed on any Acquired Company in connection therewith, as well as any Taxes imposed on any Acquired Company with respect to the Option Consideration (this clause (iii), "Change in Control Payments"), (iv) any fees, costs, or expenses payable by any Acquired Company to the Equityholder Representative (other than those fees, costs or expenses to be covered by the Equityholder Representative Expense Amount) and

(v) all other miscellaneous out-of-pocket expenses or costs, in each case, incurred by any Acquired Company in connection with the transactions contemplated by this Agreement. For the avoidance of doubt, any amounts of the type set forth above which any Acquired Company is obligated to pay or reimburse to any Seller shall be considered a Company Transaction Expense. The fees and expenses of the Paying Agent shall not be a Company Transaction Expense.

"Confidentiality Agreement" means that certain mutual non-disclosure agreement, dated as of January 25, 2021, between the Company and Buyer.

"Consent" means any approval, consent, ratification, permission, waiver or authorization (including any Permit).

"Contract" means any contract, agreement, indenture, note, bond, loan, license, instrument, lease, commitment, plan or other arrangement, whether oral or written.

"Damages" means any loss, damage, injury, decline in value, lost opportunity, liability, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including reasonable attorneys' fees), charge, cost (including costs of investigation and design-around costs) or expense of any nature and, solely in respect of breaches of Section 3.05(f) and Section 3.21 of this Agreement, any Tax reimbursement or gross up Buyer deems necessary or appropriate.

"Environmental Laws" means any Applicable Law or any agreement with any Governmental Authority or other Person, relating to human health and safety, the environment or to Hazardous Substances.

"Environmental Permits" means all permits, licenses, franchises, certificates, approvals and other similar authorizations of Governmental Authorities relating to or required by Environmental Laws and affecting, or relating in any way to, the business of the Acquired Companies as currently conducted.

"Equityholder Representative Expense Amount" means an amount in cash equal to $50,000.00.

"Equityholders" means, collectively, the Sellers and the Award Holders.

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

"Escrow Account" has the meaning set forth in Section 2.04(d).

"Escrow Agent" has the meaning set forth in Section 2.04(d).

"Escrow Agreement" means the Escrow Agreement to be entered into at Closing, among Buyer, the Equityholder Representative and the Escrow Agent, substantially in a form reasonably acceptable to Buyer, the Equityholder Representative and the Escrow Agent.

"Escrow Amount" means $4,000,000.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Rate" means the exchange rate published by the Wall Street Journal, United States Edition, three (3) Business Days before the Closing Date (or if the Wall Street Journal is not published on such date, the first date thereafter on which the Wall Street Journal is published).

"Existing LLC Agreement" means the Amended Limited Liability Agreement of the Company, dated as of August 15, 2011, as amended on December 31, 2018.

"Fractal India" means Fractal Analytics Private Limited, a private limited company incorporated in India and an affiliate of the Buyer.

"Fully Diluted Number" means the sum of (i) the total number of Units that are issued and outstanding immediately prior to the Closing, and (ii) the total number of Units that are issuable upon the conversion or exercise in full of all convertible securities, Company Options, warrants or other rights to acquire Units that are outstanding immediately prior to the Closing (whether vested or unvested).

"Fundamental Representations" means the Fundamental Non-India Representations and the Fundamental India Representations.

"Fundamental Non-India Representations" means the representations and warranties set forth in Sections 3.01(a), (b), (c) and the first sentence of (d), 3.02, 3.05, 3.20, 3.21, 3.27, 4.01, 4.02, 4.04(a), 4.04(b) and 4.05, in each case, other than the Fundamental India Representations.

"Fundamental India Representations" means the representations and warranties set forth in Sections 3.01(a), (b), (c) and the first sentence of (d), 3.02, 3.05, 3.27, 4.01, 4.02, 4.04(a), 4.04(b) and 4.05 to the extent made with respect to the India Sub.

"GAAP" means the generally accepted accounting principles in the United States.

"Governmental Authority" means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Person and any court or other tribunal and including any arbitrator and arbitration panel).

"Hazardous Substances" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics, including petroleum, its derivatives, by-products and other hydrocarbons, and any substance, waste or material regulated under any Environmental Law.

"Income Taxes" means any Tax imposed on or determined with reference to gross or net income or profits.

"Indebtedness" means, without duplication, any liability of a Person for any amount owed (including (i) unpaid interest, (ii) premium thereon, (iii) any prepayment penalties, breakage costs, fees, expenses or similar charges arising as a result of the discharge of any such liability, and (iv) any payments or premiums attributable to, or which arise as a result of, a change of control of such Person or any Affiliate of such Person) in respect of (a) any indebtedness for such Person for money borrowed or evidenced by a note, bond, debenture or other similar interest, (b) capitalized lease obligations, (c) obligations for the reimbursement of any obligor for amounts drawn on any letter of credit, banker's acceptance or similar transaction, (d) obligations for the deferred purchase price of property or services (other than current liabilities for such property or services incurred in the ordinary course of business, but including milestone payments and other types of earnouts or contingent payments due for the acquisition of capital stock or assets of another Person), (e) Accrued Taxes; (f) any obligations for unfunded liabilities relating to any employee benefit plan, pension plan or similar arrangement, including retirement indemnities, termination

indemnities and seniority premiums, (g) obligations for repayment of monies paid under grants or subsidies from Governmental Authority, (h) with respect to the Acquired Companies, the convertible notes set forth on Schedule 1.01(a), and (i) any liability of the type described in clauses (a) through (h) guaranteed by such Person, that is recourse to such Person or any of its assets or that is otherwise its legal liability or that is secured in whole or in part by the assets of such Person.

"Indemnified Taxes" means any Taxes of the Acquired Companies with respect to any Pre-Closing Tax Period; Taxes of Sellers (including, without limitation, capital gains Taxes arising as a result of the transactions contemplated by this Agreement) or any of their Affiliates (excluding the Acquired Companies) for any Tax period; Taxes attributable to any restructuring or reorganization undertaken by Sellers or the Acquired Companies prior to the Closing; Taxes for which any Acquired Company (or any predecessor thereof) is held liable under United States Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Tax law) by reason of such Acquired Company being included in any consolidated, affiliated, combined or unitary group at any time on or before the Closing Date; Taxes imposed on or payable by third parties with respect to which any Acquired Company has an obligation to indemnify (or succeed to the Tax liability of) such third party pursuant to a transaction consummated prior to the Closing; and withholding Taxes imposed with respect to payments pursuant to this Agreement.

"Indemnitees" means the Seller Indemnitees and the Buyer Indemnitees, as applicable.

"Indemnitors" means the Selling Indemnitors and the Buyer Indemnitor, as applicable.

"India Sub" means Neal Analytics Services Private Limited.

"India 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.

"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 equity shares or any claim for any India Transaction Tax, against any of the Indemnitees, where such demand or claim arises out of any India Tax Proceedings initiated by any India 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.

"India 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 India Transaction Taxes arising from the sale and purchase of equity shares of the India Sub and/or payment thereof.

"India 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 the India Sub, which is levied upon or recoverable from Fractal India and/or the Indemnitees 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 an India Tax Authority.

"India Tax Warranties" means the representations and warranties set out in Section 3.20 to the extent made with respect to the India Sub or the transfer of the India Sub and the representations and warranties set out in Section 3.28.

"Indian Optionholders" means the holders of Company Options who are residents of India.

"Intellectual Property Rights" means and includes all past, present, and future rights of the following types, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, design rights, and moral rights; (ii) trademark, trade name, brand names, brand marks, corporate names, service name, trade dress and service mark rights, logos, slogans, hash tags, social media pages and 800 numbers and similar means of identification and similar rights, including all goodwill associated with the foregoing; (iii) trade secret rights and other rights in know-how and confidential or proprietary information; (iv) patents, including utility models, industrial designs and design patents, and applications therefor (and any patents that issue as a result of those patent applications), and any renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of such patents and patent applications, and any counterparts worldwide claiming priority therefrom, and all rights in and to any of the foregoing; (v) rights in databases and data collections (including knowledge databases, customer lists and customer databases); (vi) any other proprietary rights in Technology of every kind and nature; and (vii) all past, present and future claims and causes of action arising out of or related to infringement or misappropriation of any of the foregoing.

"IT Act" means (Indian) Income Tax Act, 1961.

"Knowledge" means the actual knowledge of each of Dylan Dias, Carl Albrecht, Jim Neuburger, Michael Spencer, Sachin Janai, Dale Lamb and Shelly Kamran, and the knowledge that each of such individuals should have obtained after reasonable inquiry in the course of the performance of their respective duties on behalf of any Acquired Company.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property or asset. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"Line of Credit" means that certain Line of Credit Note, dated February 12, 2018, issued by JPMorgan Chase Bank, N.A. to the Company, together with the Credit Agreement, dated February 12, 2018, by and between JPMorgan Chsae Bank, N.A. and the Company, the Continuing Guaranty by Dylan N. Dias dated February 12, 2018 and the continuing Security Agreement, dated February 12, 2018.

"Local Transfer Consideration" means an amount of United States Dollars equal to INR$30,03,82,200.00, as converted to United States Dollars pursuant to the Exchange Rate.

"Material Adverse Effect" means any event, change, development or state of facts that is or would reasonably be expected to be materially adverse to (i) the business, assets, liabilities, operations, condition (financial or otherwise) or prospects of the Acquired Companies, taken as a whole, or (ii) the ability of the Sellers or the Company to perform its obligations under this Agreement or to consummate the transactions contemplated hereby; provided, however, that, solely with respect to clause (i), no event, change, development or state of facts relating to (a) the economy in general or resulting from industry-wide developments affecting companies in similar businesses, (b) general financial, credit or capital market conditions or any changes therein and (c) acts of war (whether or not declared), the commencement,

continuation or escalation of a war, acts of armed hostility, sabotage or terrorism or other international or national calamity or any material worsening of such conditions threatened or existing as of the date hereof (but, in each case (a) through (c), only to the extent such events, changes, developments or states of facts do not, individually or in the aggregate, have a disproportionate impact on any Acquired Company relative to other Persons in similar businesses) shall be deemed in themselves, to constitute a Material Adverse Effect.

"Open Source Materials" means any Software that contains or is derived in any manner (in whole or in part) from any Software licensed, provided, or distributed under any open-source, "freeware" or "shareware" or similar licensing or distribution model, including any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation) or any other license that requires source code to be provided or made available to subsequent licensees or sublicensees (regardless of whether the license restricts source code from being distributed in modified form) or which may impose any other obligation or restriction with respect to a Person's Intellectual Property Rights (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), Open Source Initiative, and the Apache License).

"Partnership Audit Rules" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof), or any similar provisions or procedures established by any state or local Governmental Authority.

"Pass-Through Tax Return" means any Income Tax Return filed by or with respect to any Acquired Company but with respect to which the direct or indirect beneficial owner or owners of the Company are required to reflect such Acquired Company's operations on their Income Tax Returns.

"Per Unit Consideration Value" means an amount equal to the quotient of (i) the Aggregate Cash Consideration plus the Aggregate Exercise Amount divided by (ii) Fully Diluted Number.

"Per Unit Contribution Amount" means an amount equal to the quotient of (i) the sum of (A) the Escrow Amount plus (B) the Equityholder Representative Expense Amount divided by (ii) Fully Diluted Number.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

"Personal Data" means, any information, in any form, directly or indirectly, relating to a natural Person, household, or a natural Person's device, including (i) a natural Person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank account information and other financial information, customer or account numbers, account access codes and passwords, identification number, location data, online identifier, or any other piece of information that, alone or in combination with other information collected, held or otherwise managed by or on behalf of the Company, can reasonably be used to identify such natural Person or household; (ii) any data and content uploaded or otherwise provided by or on behalf of the Company's customers to the Company, or stored by such customers on any medium provided or controlled by the Company; (iii) any other data collected by or on behalf of the Company that pertains to the Company's customers or to any other Persons; and/or (iv) any data that is considered

"personally identifiable information," "personal information," or "personal data" or any similar term under Privacy, Security and Consumer Protection Laws.

"PPP Lender" means JPMorgan Chase Bank, N.A.

"PPP Loan" means the liabilities of the Company to the PPP Lender pursuant to the loan in the original principal amount of $1,652,332.00, incurred pursuant to the Small Business Administration Paycheck Protection Program (pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act")), 116 P.L. 136 (2020).

"Pre-Closing Tax Period" means (i) any Tax period ending on or before the Closing Date and (ii) with respect to any Straddle Period, the portion of such period ending on the Closing Date.

"Privacy, Security and Consumer Protection Laws" means all Applicable Laws, industry guidance to which the Acquired Companies purport to comply, including all regulations promulgated thereunder and guidelines issues by a data protection supervisory authority or similar body, concerning the processing, protection, privacy or security of Personal Data, social security number protection, website and mobile application privacy policies and practices, advertising, digital marketing, data or web scraping, electronic monitoring or recordings, email, text message, or telephone communications, payment card information, (including any Applicable Laws of jurisdictions where the Personal Data was collected or is otherwise processed) and other applicable consumer protection, data breach notification, unfair competition and deceptive trade practices, and all regulations promulgated thereunder, including the: United Kingdom and European Union General Data Protection Regulation (and national legislation that implements it), United Kingdom Data Protection Act 2018, and Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, Federal Trade Commission Act, Federal Trade Commission regulations and guidelines, Health Insurance Portability and Accountability Act, Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Privacy Act, Controlling the Assault of Non-Solicited Pornography And Marketing Act, Telephone Consumer Protection Act, Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, Computer Fraud and Abuse Act, California Consumer Privacy Act ("CCPA") and Payment Card Industry Data Security Standard; in each case as amended, consolidated, re-enacted or replaced from time to time.

"Privacy Policies" means each external or internal, past or present, notice, and/or statement relating to Personal Data.

"Pro Rata Share" means, with respect to each Equityholder (other than the Indian Optionholders) immediately prior to the Closing, a fraction, (i) the numerator of which is the portion of the Aggregate Cash Consideration payable to such Equityholder pursuant to this Agreement in exchange for Units and Company Options, as applicable, and (ii) the denominator of which is the Aggregate Cash Consideration payable to all Equityholders (other than the Indian Optionholders) pursuant to this Agreement in exchange for Units and Company Options (in each case without taking into account the deduction of any portion of the Escrow Amount or Equityholder Representative Expense Amount by such Persons pursuant to this Agreement). In no event shall the aggregate Pro Rata Shares of all Equityholders exceed 100%.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority.

"Process" (or "Processing") means to perform any operation or set of operations upon data, whether manually or by automatic means, including blocking, erasing, destroying, collecting, compiling, combining, analyzing, enhancing, enriching, recording, sorting, organizing, structuring, accessing, storing, processing, adapting, retaining, retrieving, consulting, using, transferring, aligning, transmitting, disclosing, altering, distributing, disseminating or otherwise making available data.

"Product Liabilities" means any liabilities proximately caused by a failure to warn or any defect or deficiency in design, engineering, assembly or production, with respect to any Company Product, and which involve the destruction of property personal injury or death, or the failure to perform in accordance with specifications.

"Registered IP" means all Intellectual Property Rights that are registered, filed, or issued under the authority of any Governmental Authority, including all patents, registered copyrights, registered trademarks and domain names, and all applications for any of the foregoing.

"Representatives" means a Person's officers, directors, managers, employees, agents, attorneys, accountants, advisors and other authorized representatives.

"Seller Indemnitees" means the Equityholders (other than the Indian Optionholders).

"Service Providers" means, collectively, each employee, consultant, independent contractor, non-employee manager or non-employee director of any of the Acquired Companies.

"Signing Bonus Amount" means an aggregate amount of $1,000,000.

"Software" means any and all computer programs, operating systems, applications systems, firmware or software code of any nature, in any form, including source code and executable or object code, whether operational or under development, and any derivations, updates, enhancements and customizations of any of the foregoing, and any related processes, know-how, APIs, user interfaces, command structures, menus, buttons and icons, flow-charts, and related documentation, operating procedures, methods, tools, developers' kits, utilities, developers' notes, technical manuals, user manuals and other documentation thereof, including comments and annotations related thereto, whether in machine-readable form, programming language or any other language or symbols and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature.

"Standard Software" means any non-customized software that (i) is licensed solely in executable or object code form pursuant to a nonexclusive, internal use software license, (ii) is not incorporated into, or used directly in the development, manufacturing, or distribution of, any Company Products, and (iii) is generally available on standard terms.

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

"Subsidiary" means, with respect to any Person, as defined in Section 5 of the Companies Act or any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

"Retention Bonus Amount" means an aggregate amount of $10,000,000.

"Target Working Capital Lower Limit" means $1,600,000.

"Target Working Capital Upper Limit" means $1,800,000.

"Tax" means any and all taxes, including (i) any income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, registration, recording, documentary, conveyancing, gains, withholding, payroll, employment, unemployment, disability, capital stock, social security, excise, severance, stamp, occupation, premium, estimated, real property, personal property, environmental, windfall profit, custom duty, branch profits, escheat or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority (United States (federal, state or local) or foreign), whether disputed or not, (ii) any liability for the payment of any amount described in clause (i) as a result of being or having been before the Closing Date a member of an affiliated, consolidated, combined or unitary group, and (iii) liability for the payment of any amounts of the type described in clause (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

"Tax Return" means any return, report, declaration, claim for refund, information return or other document (including schedules thereto, other attachments thereto, amendments thereof, or any related or supporting information) filed or required to be filed with any Governmental Authority in connection with the determination, assessment or collection of any Tax, or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Technology" means and includes algorithms, designs, apparatus, diagrams, discoveries, ideas, inventions (whether or not patentable), invention disclosures, know-how, methods, network configurations and architectures, processes, confidential or proprietary information, protocols, schematics, specifications, technical data, Software, subroutines, techniques, user interfaces, URLs, domain names, web sites, works of authorship, documentation (including instruction manuals, samples, studies, and summaries), bills of material, databases and data collections, any other forms of technology, in each case whether or not embodied in any tangible form and including all tangible embodiments of any of the foregoing.

"Total Consideration Value" means the Aggregate Cash Consideration as finally adjusted pursuant to Section 2.02.

"Unit Closing Deliverables" means (a) the Seller Unit Closing Deliverables, (b) a letter of transmittal, duly completed and validly executed by such Seller in accordance with the instructions thereto, (c) a certificate certifying such Seller's non-foreign status in the form and substance as required under U.S. Treasury Regulations Section 1.1445-2(b) and Section 1446(f) of the Code, (d) any additional documentation required by the Paying Agent, (e) a release executed by such Seller to the effect provided in Section 6.07 and (f) solely with respect to Sellers who are tax residents of India, a signed report from an independent chartered accountant in India (each a "Seller's 281 Report"), dated as of the Closing Date, on reliance basis and in such form as reasonably acceptable to Buyer, confirming that there are no pending demands or pending notices and assessments against such Seller 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.

"Unpaid Company Transaction Expenses" means any Company Transaction Expenses that have not been paid as of 12:01 am Pacific time on the Closing Date, including, for the avoidance of doubt, any amount of the Change in Control Payments set forth on Section 6.01(n) of the Disclosure Schedule that remains unpaid as of the Closing.

"Working Capital" means with respect to the Acquired Companies, (i) current assets of the Acquired Companies, minus (ii) current liabilities of the Acquired Companies (excluding any Tax liabilities

included in Accrued Taxes), all as calculated in accordance with the Specified Accounting Principles, but excluding Closing Cash, Closing Indebtedness, Company Transaction Expenses and all Tax assets (including deferred Tax assets) and deferred Tax liabilities.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Adjustment Dispute Notice	2.02(b)(iii)
Agreed Adjustments	2.02(b)(v)
Agreement	Preamble
Buyer	Preamble
Buyer Closing Statement	2.02(b)(i)
Buyer Cure Period	10.01(f)
Buyer Indemnitor	11.02(c)
Claim	11.07
Claim Dispute Notice	11.04(b)
Closing	2.01(b)
Closing Balance Sheet	2.02(b)(i)
Closing Date	2.01(b)
Closing Option Consideration	2.03(a)
Company	Preamble
Company Board of Managers	3.05(f)
Company Closing Certificate	9.02(e)(vii)
Company Closing Deliverables	2.04(b)
Company Cure Period	10.01(e)
Company Inbound IP License	3.09(a)(iii)
Company Insurance Policies	3.18
Company Leased Real Property	3.12(a)
Company Outbound IP License	3.09(a)(iv)
Company Registered IP	3.15(b)
Company Securities	3.05(c)
Company Software	3.15(m)
Confidential Information	3.15(i)
Consideration Spreadsheet	6.05
Deductible	11.03(a)
Designated Accounting Firm	2.02(b)(v)
Equityholder Representative	12.01(a)
Equityholder Representative Expense Account	2.04(e)
Estimated Closing Cash	2.02(a)
Estimated Closing Indebtedness	2.02(a)
Estimated Closing Working Capital	2.02(a)
Estimated Unpaid Company Transaction Expenses	2.02(a)
Excess Consideration	2.02(b)(vi)
Expert Calculations	2.02(b)(v)
Export Laws	3.10(b)
Extended General Expiration Date	11.01(a)
FCPA	3.25
Financial Statements	3.06(a)
FR Expiration Date	11.01(a)
General Expiration Date	11.01(a)

Term	Section
Escrow Period	11.04(f)
Final Allocation	8.09
India Business Warranties	11.01(a)
India Tax Expiration Date	11.01(a)
Interim Period	6.01
Invoice	6.06
IT Systems	3.16
Key Employees	Recitals
Local Transfer Agreement	Recitals
Malicious Code	3.16
Material Contract	3.09(a)(i)
Material Customer	3.23(a)
Material Supplier	3.23(b)
Non-Competition and Non-Solicitation Agreement	Recitals
Notifying Party	11.04(a)
Offer Letters	Recitals
Officer's Claim Certificate	11.04(a)
Option Consideration	2.03(a)
Option Acknowledgement	2.03(c)
Other Interested Party	6.02
Paying Agent	2.04(a)
Payoff Letter	6.06
Permits	3.19
Permitted Liens	3.13(a)(iii)
Privacy Agreements	3.17(a)
Proposed Allocation	8.09
Real Property Lease	3.12(b)
Receiving Party	11.04(a)
Related Person	3.24
Releasee	6.07
Releasor	6.07
Review Period	2.02(b)(iii)
Rule 144	1.01(a)
Sale	2.01(b)
Seller Indemnitor	11.02(a)
Seller Unit Closing Deliverables	2.04(b)
Seller's 281 Report	2.04(b)
Sellers	Preamble
Service Agreements	3.21(c)
Shortfall Consideration	2.02(b)(vi)
Specified Accounting Principles	2.02(a)
Tax Contest	8.03
Transfer Taxes	8.06
Unit Closing Deliverables	2.04(b)
Units	Recitals
Unresolved Claims	11.04(f)
USD	1.02(m)

Section 1.02 Interpretative Provisions.

(a) The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to the Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified.

(c) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import.

(f) The use of the word "or" shall be inclusive.

(g) The word "will" shall be construed to have the same meaning and effect as the word "shall."

(h) The word "party" shall, unless the context otherwise requires, be construed to mean a party to this Agreement. Any reference to a party to this Agreement or any other agreement or document contemplated hereby shall include such party's successors and permitted assigns.

(i) A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued or related to such legislation.

(j) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement or any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernible from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(k) The parties hereto agree that any reference in a particular Section of the Company Disclosure Schedule shall only be deemed to be an exception to (or, as applicable, a disclosure for purposes

of) (i) the representations and warranties (or covenants, as applicable) of the relevant party that are contained in the corresponding Section of this Agreement and (ii) any other representations and warranties of such party that are contained in this Agreement, but only if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties would be readily apparent on its face to an individual who has read that reference and such representations and warranties.

(l) Any statement in this Agreement to the effect that any information, document or other material has been "made available" to Buyer or any of its Representatives means that such information, document or other material was posted to the electronic data room hosted by or on behalf of the Sellers and the Company at www.dfsvenue.com in connection with the transactions contemplated hereby no later than 12:01 a.m. New York City time on the date that is two Business Days prior to the Closing Date and has been made available on a continuous basis by or on behalf of Sellers for review therein by Buyer and its Representatives since such time.

(m) The symbol "$" refers to United States Dollars ("USD").

ARTICLE 2.
PURCHASE AND SALE OF UNITS

Section 2.01 The Sale; Closing.

(a) Pursuant to the terms and subject to the conditions set forth herein, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Sellers, all rights, title and interests in and to the Sold Units, free and clear of all Liens (the "Sale").

(b) In full payment for the Sold Units of the Sellers, and subject to the other provisions of this Agreement (including Section 2.04, Section 2.05, Article 11 and Article 12), each Seller shall be entitled to receive the following consideration:

(i) an amount of cash equal to the (A) Closing Per Unit Consideration Value multiplied by (B) the number of Sold Units owned by such Seller, as set forth on the Consideration Spreadsheet;

(ii) an amount of cash equal to such Seller's Pro Rata Share of the Escrow Amount (to the extent released to the Equityholders as provided herein), as set forth on the Consideration Spreadsheet;

(iii) an amount of cash equal to such Seller's Pro Rata Share of any Shortfall Consideration (to the extent payable to the Equityholders pursuant to Section 2.02(b)(vi)); and

(iv) an amount of cash equal to such Seller's Pro Rata Share of the Equityholder Representative Expense Amount (to the extent released to the Equityholders as provided herein), as set forth on the Consideration Spreadsheet.

(c) Pursuant to the terms and subject to the conditions set forth herein, at the Closing, the Existing LLC Agreement shall be amended and restated in its entirety in the form agreed upon between the Company and the Buyer, and the Buyer shall be admitted as the sole member of the Company in respect of the Sold Units.

(d) The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place electronically by exchange of PDF copies of documents, unless Applicable Laws governing

the Sale require otherwise. The Closing shall be carried out on a date and at a time and place to be agreed in writing by the parties, which shall be no later than the fifth Business Day after the satisfaction or waiver of the last of the conditions set forth in Article 9 to be satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions). The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date." Unless otherwise explicitly specified, all transactions taking place at the Closing shall be deemed to occur simultaneously.

Section 2.02 Closing Working Capital Adjustment.

(a) Pre-Closing Estimate. No later than three (3) Business Days prior to the Closing Date, the Company shall deliver to Buyer the Company's good-faith estimate of each of (A) Closing Cash, (B) Closing Indebtedness, (C) Closing Working Capital and (D) Unpaid Company Transaction Expenses, such estimates to be prepared in accordance with (x) GAAP, (y) the same accounting principles and methods the Company has used to produce the Company's most recent Financial Statements (to the extent consistent with GAAP) and (z) the illustration set forth on Schedule 2.02(a) (clauses (x), (y) and (z), collectively, the "Specified Accounting Principles"). The Company shall deliver all relevant backup materials, schedules and the illustration prepared as set forth above, in detail reasonably acceptable to Buyer, concurrently with the delivery of such estimates. Based on such estimates and prior to the Closing Date, Buyer and the Company shall in good faith calculate estimates of Closing Cash ("Estimated Closing Cash"), Closing Indebtedness ("Estimated Closing Indebtedness"), Closing Working Capital ("Estimated Closing Working Capital") and Unpaid Company Transaction Expenses ("Estimated Unpaid Company Transaction Expenses"), which estimates shall be used to determine the Aggregate Cash Consideration for purposes of the Closing.

(b) Post-Closing Adjustment.

(i) As promptly as practicable, but in no event later than 90 calendar days following the Closing Date, Buyer shall cause to be prepared in accordance with the Specified Accounting Principles, and delivered to the Equityholder Representative an unaudited balance sheet of the Company as of the Closing (the "Closing Balance Sheet"), together with a statement (the "Buyer Closing Statement") setting forth in reasonable detail Buyer's calculation of each of (i) Closing Cash, (ii) Closing Indebtedness, (iii) Closing Working Capital, (iv) Unpaid Company Transaction Expenses and (v) the Total Consideration Value and attaching all relevant backup materials and schedules; provided, that in the event Buyer elects not to deliver the Closing Balance Sheet and the Buyer Closing Statement in accordance with the foregoing sentence, the Total Consideration Value, as finally determined in accordance with this Section 2.02, shall be deemed to equal the Aggregate Cash Consideration.

(ii) From and after the delivery of the Closing Balance Sheet and the Buyer Closing Statement, Buyer shall provide the Equityholder Representative and any accountants or advisors retained by the Equityholder Representative with reasonable access to the books and records of the Acquired Companies and cause appropriate representatives of Buyer and the Acquired Companies to be reasonably available to discuss the Closing Balance Sheet and the Buyer Closing Statement and respond to reasonable questions of the Equityholder Representative and its accountant with regard thereto, solely for the purposes of: (A) enabling the Equityholder Representative and its accountants and advisors to calculate and to review Buyer's calculations as reflected Buyer Closing Statement and (B) identifying any dispute related to the calculations set forth in the Buyer Closing Statement.

(iii) If the Equityholder Representative disputes the calculation of Closing Cash, Closing Indebtedness, Closing Working Capital, Unpaid Company Transaction Expenses or the Total Consideration Value set forth in the Buyer Closing Statement, then the Equityholder Representative shall

deliver a written notice (an "Adjustment Dispute Notice") to Buyer during the 30 calendar day period commencing upon receipt by the Equityholder Representative of the Closing Balance Sheet and the Buyer Closing Statement (the "Review Period"). The Adjustment Dispute Notice shall set forth, in reasonable detail, the basis for the dispute of such calculation.

(iv) If the Equityholder Representative does not deliver an Adjustment Dispute Notice to Buyer prior to the expiration of the Review Period, Buyer's calculations of each of Closing Cash, Closing Indebtedness, Closing Working Capital, Unpaid Company Transaction Expenses and the Total Consideration Value shall be deemed final and binding on Buyer, the Equityholder Representative and the Equityholders for all purposes of this Agreement.

(v) If the Equityholder Representative delivers an Adjustment Dispute Notice to Buyer prior to the expiration of the Review Period with respect to Buyer's calculation of Closing Cash, Closing Indebtedness, Closing Working Capital, Unpaid Company Transaction Expenses or the Total Consideration Value, then the Equityholder Representative and Buyer shall meet, confer and exchange any additional relevant information reasonably requested by the other party regarding the computation of such disputed items for a period of 30 calendar days after the end of the Review Period, and use reasonable efforts to resolve by written agreement (the "Agreed Adjustments") any differences as to such disputed items. In the event Buyer and the Equityholder Representative so resolve any such differences, Buyer's calculations set forth in the Buyer Closing Statement, as adjusted by the Agreed Adjustments, shall be final and binding for purposes of this Agreement. If the Equityholder Representative and Buyer are unable to reach agreement on any disputed item within the 30 calendar day period, then either the Equityholder Representative or Buyer may submit the objections to the objections to Grant Thornton LLP or another nationally recognized accounting firm mutually agreed to by the Equityholder Representative and Buyer (such firm, or any successor thereto, being referred to herein as the "Designated Accounting Firm") after such 30th day. The Designated Accounting Firm shall be directed by Buyer and the Equityholder Representative to resolve the unresolved objections as promptly as reasonably practicable in accordance with the Specified Accounting Principles, and, in any event, within 45 calendar days of such referral, and, upon reaching such determination, to deliver a copy of its calculations (the "Expert Calculations") to the Equityholder Representative and Buyer. In connection with the resolution of any such dispute by the Designated Accounting Firm, each of Buyer, the Equityholder Representative and their respective advisors and accountants shall have a reasonable opportunity to meet with the Designated Accounting Firm to provide their respective views as to any disputed issues with respect to the calculation of Closing Cash, Closing Indebtedness, Closing Working Capital, Unpaid Company Transaction Expenses or the Total Consideration Value. The determination of Closing Cash, Closing Indebtedness, Closing Working Capital, Unpaid Company Transaction Expenses or the Total Consideration Value (as applicable) made by the Designated Accounting Firm shall be final and binding on Buyer, the Equityholder Representative and the Equityholders for all purposes of this Agreement, absent manifest error. In calculating Closing Cash, Closing Indebtedness, Closing Working Capital, Unpaid Company Transaction Expenses and the Total Consideration Value (as applicable), the Designated Accounting Firm shall be limited to addressing only the particular disputes referred to in the Adjustment Dispute Notice. The Expert Calculations (A) shall reflect in detail the differences, if any, between the disputed items reflected therein and the disputed items set forth in the Buyer Closing Statement, and (B) with respect to any specific discrepancy or disagreement, shall be no greater than the higher amount calculated by Buyer or the Equityholder Representative, as the case may be, and no lower than the lower amount calculated by Buyer or the Equityholder Representative, as the case may be. The fees and expenses of the Designated Accounting Firm shall be paid by Buyer and the Equityholder Representative (on behalf of the Equityholders) in inverse proportion as they may prevail (based on the disputed items as resolved by the Designated Accounting Firm as compared to the disputed items proposed by Buyer and the Equityholder Representative, respectively), as determined by the Designated Accounting Firm. For example, if the Equityholder Representative claims the Closing Working Capital is $1,000 greater than the amount determined by Buyer, and Buyer contests only $500 of the amount

claimed by the Equityholder Representative, and if the Designated Accounting Firm ultimately resolves the dispute by awarding the Equityholder Representative $300 of the $500 contested, then the costs and expenses of the Designated Accounting Firm related to such dispute will be allocated 60% (i.e., 300 ÷ 500) to the Buyer and 40% (i.e., 200 ÷ 500) to the Equityholder Representative.

(vi) If the Total Consideration Value, as finally determined in accordance with this Section 2.02, is less than the Aggregate Cash Consideration (such amount, "Excess Consideration"), then such Excess Consideration shall be satisfied by (1) for the first $500,000 in Excess Consideration, forfeiture of funds from the Escrow Account to the extent such amounts are remaining in the Escrow Account and (2) in the event that (A) the Excess Consideration is in excess of $500,000 and/or (B) there are insufficient funds in the Escrow Account to satisfy the Excess Consideration, and Buyer elects to seek satisfaction of the Excess Consideration directly from the Equityholders, each Equityholder (other than the Indian Optionholders) shall pay to Buyer in cash such Equityholder's Pro Rata Share of the excess of such Excess Consideration over the portion of the Excess Consideration recovered by Buyer through funds released from the Escrow Account, if any. If the Total Consideration Value, as finally determined in accordance with this Section 2.02, is greater than the Aggregate Cash Consideration (such amount, "Shortfall Consideration"), then Buyer shall cause such Shortfall Consideration to be paid to the Equityholders in proportion to their respective Pro Rata Share of such Shortfall Consideration in the form of cash within seven Business Days.

Section 2.03 Treatment of Company Options.

(a) At the Closing, each Company Option that is outstanding immediately prior to the Closing shall vest in full (to the extent then-unvested), and shall automatically be canceled and converted solely into the right to receive, subject to and conditioned upon the holder's timely execution and delivery to the Company of an Option Acknowledgement and further subject to the terms and conditions of this Agreement (including with respect to deductions and withholding and to Section 2.04(a), Section 2.05 and Article 11), (i) an amount in cash (the "Closing Option Consideration") equal to (A) the excess of the Per Unit Consideration Value over the per-unit exercise price of such Company Option, multiplied by (B) the aggregate number of Company Class A Units underlying such Company Option as of immediately prior to the Closing, less (C) such Award Holder's Pro Rata Share of the Escrow Amount and the Equityholder Representative Expense Amount (provided that this prong (C) shall not be applicable to the Indian Optionholders), and (ii) such Award Holder's Pro Rata Share, to be paid in cash, of (x) the Escrow Amount and Equityholder Representative Expense Amount, if any, to be released pursuant to this Agreement and (y) the Shortfall Consideration, if any, pursuant to Section 2.02(b)(vi) (collectively, the amounts in clauses (i) and (ii), the "Option Consideration"); provided that for the Indian Optionholders, their Option Consideration shall only consist of the amounts in clause (i). Payments of the Option Consideration shall be remitted through the payroll or accounts payable systems of the Acquired Companies subject to the deduction of Tax withholdings by the Acquired Companies as may be applicable; provided that payment of the Option Consideration to the Indian Optionholders shall be remitted as set forth in the Option Acknowledgement attached hereto as Exhibit C-2.

(b) From and after the Closing, the holders of Company Options shall cease to have any rights with respect thereto, other than the right to receive the Option Consideration in accordance with Section 2.03(a) (if applicable). The Option Consideration shall constitute the sole consideration payable in respect of all canceled Company Options.

(c) No later than five Business Days prior to the Closing, the Company shall notify, in the form attached hereto as Exhibit C-1 or Exhibit C-2, as applicable ("Option Acknowledgement"), each Award Holder of the treatment as provided in Section 2.03(a) of all Company Options held by such Award Holder and request that each such Award Holder holding Company Options execute and return such Option

Acknowledgement to the Company no later than the Closing Date. No later than immediately prior to the Closing, the Company shall terminate the Company Equity Incentive Plan. Prior to the Closing, the Company shall take all actions (including providing all notices, adopting all resolutions and obtaining all consents and making any amendments) that may be necessary (under the Company Equity Incentive Plan and otherwise) to effectuate the provisions of Section 2.03(a) and to ensure that, from and after the Closing, Award Holders have no rights with respect to the Company Equity Incentive Plan or Company Options other than those specifically provided in this Section 2.03. Buyer shall be entitled to advance review and approval of the Option Acknowledgement and any other documentation contemplated by this Section 2.03(c) or as may otherwise be required under each Company Equity Incentive Plan to give effect to this Section 2.03(c).

Section 2.04 Payment Mechanics.

(a) Paying Agent. Wilmington Trust, National Association or another Person selected by Buyer that is reasonably acceptable to the Company, shall serve as the paying agent (the "Paying Agent") for the Sale. Buyer shall be solely responsible for the fees of Paying Agent.

(b) Unit Closing Deliverables. At or prior to the Closing, (i) each Seller shall deliver or cause to be delivered or made available to Buyer the following in connection with such Seller's Units any original certificates in respect of such Seller's Units (the "Seller Unit Closing Deliverables") and (ii) the Company shall deliver a release by Sandfox Advisors in the form provided by Buyer (the "Company Closing Deliverables").

(c) Closing Deposits. At the Closing, upon the terms and subject to the conditions of this Agreement, each of the Sellers and Award Holders agree and acknowledge that Buyer shall deliver, or cause to be delivered, to the Paying Agent, an amount in cash equal to the portion of the Aggregate Closing Cash Consideration payable to the Sellers in accordance with the Consideration Spreadsheet (which amount accounts for the deductions in connection with the Escrow Amount and Equityholder Representative Expense Amount, as described in Section 2.04(d) and Section 2.04(e), respectively).

(d) Escrow Account. At the Closing, the Escrow Amount shall be withheld from the Aggregate Cash Consideration otherwise payable hereunder to the Equityholders (other than the Indian Optionholders) (in accordance with their respective Pro Rata Shares) as set forth on the Consideration Spreadsheet. Buyer shall deposit (or cause to be deposited) the Escrow Amount with Wilmington Trust, National Association (the "Escrow Agent"), which shall be held in trust in a separate account (the "Escrow Account") pursuant to the terms of the Escrow Agreement and constitute partial security for any Excess Consideration, if applicable, and the indemnification obligations of the Indemnitors pursuant to Article 11, and shall be held, distributed or restricted in accordance with the provisions of this Agreement and the Escrow Agreement.

(e) Equityholder Representative Expense Account. At the Closing, Buyer shall deliver, or cause to be delivered, by wire transfer of immediately available funds to an account designated in writing by the Equityholder Representative at least two Business Days prior to the Closing Date, an amount equal to the Equityholder Representative Expense Amount to be held by the Equityholder Representative (the "Equityholder Representative Expense Account") for purposes of paying the expenses incurred by the Equityholder Representative in fulfilling its obligations under this Agreement.

(f) Exchange Procedures. Promptly following the Closing, Buyer shall cause the Paying Agent to send to each Seller a letter of transmittal and instructions (in a customary form reasonably acceptable to Buyer) for use in the Sale. Upon delivery of the Unit Closing Deliverables, in exchange for each Seller's Sold Units, such Seller shall be entitled to receive the consideration due to such Seller in

accordance with the Consideration Spreadsheet following the Closing. The Paying Agent shall make (and Buyer shall cause the Paying Agent to make) the payments described in the preceding sentence to each Seller in the method designated by such Seller in the letter of transmittal promptly following delivery of the letter of transmittal, duly completed and validly executed in accordance with the instructions thereto.

(g) Transaction Costs. On the Closing Date, Buyer shall pay, or cause to be paid, on behalf of the Acquired Companies, the Estimated Unpaid Company Transaction Expenses as to which final Invoices therefor (including wire instructions) have been provided to Buyer at least two Business Days prior to the Closing Date, in each case by wire transfer of immediately available funds to the accounts designated in such Invoices. For the avoidance of doubt, any Company Transaction Expenses paid by the Buyer pursuant to this Section 2.04(g) shall be deemed Unpaid Company Transaction Expenses for purposes of this Agreement.

(h) Indebtedness. On the Closing Date, the Buyer shall repay, or cause to be repaid, on behalf of each of the Acquired Companies, the Estimated Closing Indebtedness as to which final Payoff Letters therefor (including wire instructions) have been provided to Buyer at least two Business Days prior to the Closing Date, in each case by wire transfer of immediately available funds to the accounts designated in such Payoff Letters.

Section 2.05 Withholding Rights. Buyer (and its Affiliates) and the Company shall be entitled to deduct and withhold from any consideration or other amount payable or otherwise deliverable to the Equityholders or any other Person pursuant to this Agreement any amounts required to be so deducted or withheld therefrom under the Code, or any Tax law, with respect to the making of such payment. To the extent that such amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person to whom or to which such amounts would otherwise have been paid by Buyer.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Subject to Section 1.02(k), except as set forth in the Company Disclosure Schedule, the Company represents and warrants to Buyer:

Section 3.01 Existence and Power.

(a) The Company has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder, and the consummation by the Company of the transactions contemplated by this Agreement, have been duly authorized by the Company Board of Managers, and no other corporate action on the part of the Company is necessary to authorize the execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder or the consummation by the Company of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be subject to (i) the effect of any Applicable Law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights and relief of debtors generally and (ii) the effect of rules of law and general principles of equity, including rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Each of the Acquired Companies is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite powers and all governmental licenses, authorizations, permits, consents and approvals required to own, lease and operate its assets and properties and to carry on its business as now conducted. Each of the Acquired Companies is duly qualified to do business as a foreign corporation or other entity and is in good standing in each jurisdiction where such qualification is necessary, except in those jurisdictions where the failure to be so qualified or in good standing, when taken together with all other failures by such Acquired Company to be so qualified or in good standing, would not reasonably be expected to be material.

(c) Section 3.01(c) of the Company Disclosure Schedule sets forth (i) an accurate and complete list of each Subsidiary of the Company and its entity type and jurisdiction of organization and (ii) with respect to each such Subsidiary, the number and type(s) of its outstanding shares of capital stock, securities or other equity interests and the record owner(s) thereof (including such record owner's country of residence and citizenship). Such record owners(s) have good and marketable title to such securities, free and clear of Liens except for Liens created under this Agreement. Except as set forth on Section 3.01(c) of the Company Disclosure Schedule, there are no outstanding (i) shares of capital stock, securities or other equity interests of any such Subsidiary, (ii) securities convertible into or exchangeable for shares of capital stock, securities or other equity interests of any such Subsidiary or (iii) options or other rights to acquire from any Acquired Company, or other obligation of any Acquired Company to issue or grant, any capital stock, securities or other equity interests of any such Subsidiary. The Company does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity other than the Subsidiaries listed on Section 3.01(c) of the Company Disclosure Schedule. No Acquired Company is a participant in any joint venture, partnership, domination and/or profit and loss transfer agreement or similar arrangement. No Acquired Company has agreed or is obligated to, directly or indirectly, make any future investment in or capital contribution or advance to any Person.

(d) The Company has made available to Buyer accurate and complete copies of: (i) the constituent documents, including all amendments thereto and the Existing LLC Agreement, of each Acquired Company; (ii) the stock records and statutory registers of each Acquired Company, and (iii) the minutes and other records of the meetings and other proceedings (including any actions taken by written consent, by circulation or otherwise without a meeting) of the boards of directors or managers and the securityholders of the Acquired Companies. The Acquired Companies have carried out their business in accordance with the constituent documents and there has not been any violation of any of the provisions of the constituent documents of the Acquired Companies, including all amendments thereto, and the Acquired Companies have not taken any action that is inconsistent with any resolution adopted by their respective boards of directors or managers, any committee thereof, or the securityholders of any Acquired Company.

(e) All meetings of the board of directors or managers and members of the Acquired Companies have been held in accordance with Applicable Law. The statutory registers and books including the minute books and register of members of the Acquired Companies have been properly and accurately maintained in compliance with Applicable Law and written up to date, in all respects, and contain complete and accurate records of all matters required by Applicable Law to be dealt with in such books and records. All accounts, documents and returns required by Applicable Laws to be delivered, filed or made to any Governmental Authority have been duly and correctly delivered or made as required by Applicable Law.

Section 3.02 Authorization. The Company has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery of this Agreement by the other parties to this Agreement, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in

accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 3.03 Governmental Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority.

Section 3.04 Non-contravention. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the organizational documents of any Acquired Company, (b) contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (c) require any consent or other action by any Person under, result in a breach of, constitute a default, or an event that, with or without notice or lapse of time or both, would result in a breach of, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which any Acquired Company is entitled under any provision of any Contract binding upon any such Acquired Company, or under which any of the assets of any Acquired Company is bound or affected, or any license, franchise, permit, certificate, approval or other similar authorization affecting, or relating in any way to, the assets or business of the Acquired Companies or (d) result in the creation or imposition of any Lien on any asset of the Acquired Companies.

Section 3.05 Capitalization.

(a) As of the date of this Agreement, there were outstanding zero Company Class A Units, 3,901,229 Class B-1 Units and 5,902,500 Class B-2 Units and Company Options to purchase an aggregate of 1,459,479 Company Class A Units authorized for issuance under the Company Equity Incentive Plan (of which Company Options to purchase an aggregate of 1,459,479 Company Class A Units were outstanding (of which Company Options to purchase an aggregate of 1,300,945 Company Class A Units were vested, and Company Options to purchase an aggregate of 158,534 Company Class A Units were unvested)) and zero Company Class A Units remained available for issuance pursuant to new awards. Section 3.05(a) of the Company Disclosure Schedule contains a complete and correct list of all holders of Units, including their country of residence and citizenship, and the type and number of Units owned by each such holder.

(b) All outstanding Units have been, and all Company Class A Units that may be issued pursuant to the Company Equity Incentive Plan will be, when issued in accordance with the respective terms thereof, duly authorized and validly issued and are fully paid. Section 3.05(b) of the Company Disclosure Schedule contains a complete and correct list of each outstanding Company Option, including the holder, the date of grant, the expiration date, the number of Company Class A Units subject to such Company Option at the time of grant, the number of Company Class A Units subject to such Company Option as of the date of this Agreement, the exercise price per unit of the Company Option, the vesting commencement date, the vesting schedule (including any accelerated vesting provisions), the number of vested and unvested Company Class A Units subject to such Company Option as of the date of this Agreement. All Company Options were granted under the Company Equity Incentive Plan. True and correct copies of the Company Equity Incentive Plan, the standard agreements under the Company Equity Incentive Plan and each agreement evidencing any Company Option that does not conform to the standard agreement under the Company Equity Incentive Plan has been provided to Buyer. All Company Options have been granted in compliance with Applicable Law and all requirements set forth in applicable Contracts. Each Company Option may, by its terms, be treated at the Closing as set forth in Section 2.03.

(c) Except for the Units and Company Options described in Section 3.05(a), there are no outstanding (i) Units, securities or other equity interests of the Company, (ii) securities of the Company convertible into or exchangeable for Units, securities or other equity interests of the Company, or (iii) options or other rights to acquire from any Acquired Company, or other obligation of any Acquired Company to issue or grant, any capital units, securities or other equity interests of the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as the "Company Securities").

(d) All outstanding Units and all outstanding securities of the Subsidiaries as set out in Section 3.01(c) of the Company Disclosure Schedule have been issued, granted and transferred in compliance with (i) all applicable securities laws and other Applicable Laws and (ii) all requirements set forth in applicable Contracts. Further, all outstanding securities of the Subsidiaries have been issued, granted and transferred in compliance with (i) all applicable securities laws and other Applicable Laws and (ii) all requirements set forth in applicable Contracts.

(e) There are (i) no rights, agreements, arrangements or commitments of any kind or character, whether written or oral, relating to the capital stock of any Acquired Company to which any Acquired Company is a party, or by which it is bound, obligating any Acquired Company to repurchase, redeem or otherwise acquire any issued and outstanding shares of capital stock of any Acquired Company, (ii) no outstanding or authorized stock appreciation, phantom stock, profit participation, or other similar rights with respect to any Acquired Company, and (iii) no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect to which any Acquired Company is a party with respect to the governance of any Acquired Company or the voting or transfer of any shares of capital stock of any Acquired Company.

(f) All Company Options have been appropriately authorized by the board of managers of the Company (the "Company Board of Managers") or an appropriate committee thereof as of the applicable date of grant, including approval of the option exercise price or the methodology for determining the option exercise price and the substantive option terms. No Company Options have been retroactively granted, or the exercise price of any such Company Option determined retroactively in contravention of any Applicable Law. No Company Option is subject to Section 409A of the Code.

(g) The Acquired Companies have not bought back, repaid or redeemed or agreed to buy-back, repay or redeem any of their securities or otherwise reduced or agreed to reduce their share capital or purchased any of their securities or carried out any transaction having the effect of a buy-back or reduction of capital.

(h) The Consideration Spreadsheet will be accurate and complete in all respects as of the Closing.

Section 3.06 Financial Statements.

(a) The Company has delivered to Buyer (i) the Company's unaudited financial model comprising of the consolidated balance sheet as of December 31, 2020, December 31, 2019, December 31, 2018 and the related unaudited consolidated statements of income and cash flows for each of the years then-ended, (ii) the Company's unaudited financial model comprising of the consolidated balance sheet as of September 30, 2021 and the related unaudited consolidated interim statements of income and cash flows for the nine months ended September 30, 2021, (iii) the audited balance sheet of India Sub as of March 31, 2021, March 31, 2020 and March 31, 2019 and the related audited statements of income and cash flows for each of the years then-ended and (iv) the unaudited balance sheet of India Sub as of September 30, 2021 and the related unaudited interim statements of income and cash flows for the nine months ended September 30, 2021 ((i) through (iv), collectively, the "Financial Statements").

(b) The Financial Statements (i) have been prepared from the books and records of the Acquired Companies, which are accurate and complete in all material respects, (ii) complied as to form in all material respects with applicable accounting requirements with respect thereto as of their respective dates, (iii) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated and consistent with each other (subject, in the cause of the unaudited financial statements, to the absence of notes and normal year-end audit adjustments, none of which individually or in the aggregate will be material in amount), and (iv) fairly present, in accordance with GAAP, the financial condition of the Acquired Companies at the dates therein indicated and the results of operations and cash flows of the Acquired Companies for the periods therein specified (subject, in the case of the unaudited financial statements, to the absence of notes and normal year-end audit adjustments, none of which individually or in the aggregate will be material in amount).

(c) The books of account and other financial records of the Acquired Companies are true and fair, have been kept accurately in the ordinary course of business consistent with Applicable Laws, present fairly and accurately in all respects the financial position and results of operations of the Acquired Companies, the transactions entered therein represent bona fide transactions, and the revenues, expenses, assets and liabilities of the Acquired Companies have been properly recorded therein in all material respects. Each Acquired Company has established and maintains a system of internal accounting controls sufficient to provide reasonable assurances (i) that transactions, receipts and expenditures of the Acquired Companies are being executed and made only in accordance with appropriate authorizations of management and the Company Board of Managers, (ii) that transactions are recorded as necessary (A) to permit preparation of financial statements in conformity with GAAP and (B) to maintain accountability for assets, (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Acquired Companies, (iv) that the amount recorded for assets on the books and records of the Acquired Companies are compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v) that accounts, notes and other receivables and inventory are recorded accurately, and proper and adequate procedures are implemented to effect the collection thereof on a current and timely basis. Since December 31, 2017, there has been no change in any accounting controls, policies, principles, methods or practices, including any change with respect to reserves (whether for bad debts, contingent liabilities or otherwise), of the Company.

(d) All accounts, notes receivable and other receivables (other than receivables collected since the Balance Sheet Date) reflected on the Balance Sheet are, and all accounts and notes receivable arising from or otherwise relating to the business of the Company as of the Closing Date will be, valid, genuine and fully collectible in the aggregate amount thereof, subject to normal and customary trade discounts, less any reserves for doubtful accounts recorded on the Balance Sheet.

(e) No insolvency proceedings are being or have been applied for, are pending or have been rejected on account of lack of assets in relation to any Acquired Company. None of the Acquired Companies is unable to pay or has defaulted in paying its debts or over-indebted.

(f) Section 3.06(f) of the Company Disclosure Schedule sets forth an accurate and complete list of all Indebtedness of the Acquired Companies as of the date of this Agreement.

Section 3.07 Absence of Certain Changes. Between the Balance Sheet Date and the date of this Agreement, the business of the Company and each of the Acquired Companies has been conducted in the ordinary course consistent with past practices and there has not been:

(a) any event, occurrence, development or state of circumstances or facts that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) any damage, destruction or other casualty loss (whether or not covered by insurance) affecting the business or assets of the Acquired Companies; or

(c) any actions, events or change that if taken or occurring after the date of this Agreement and prior to the Closing, would constitute a violation of Section 6.01.

Section 3.08 No Undisclosed Liabilities. None of the Acquired Companies has any liabilities or obligations of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than:

(a) liabilities or obligations disclosed and provided for on the Balance Sheet;

(b) accounts payable or accrued salaries that have been incurred by the Acquired Companies since the Balance Sheet Date in the ordinary course of business and consistent with past practice;

(c) executory performance obligations under Contracts identified in Section 3.09 of the Company Disclosure Schedule, to the extent the nature and magnitude of such obligations can be specifically ascertained by reference to the text of such Contracts; and

(d) liabilities or obligations arising under this Agreement.

Section 3.09 Material Contracts.

(a) No Acquired Company is a party to or bound by any of the following (a Contract responsive to any of the following categories being hereinafter referred to as a "Material Contract"):

(i) any Contract with a Material Customer;

(ii) any Contract with a Material Supplier;

(iii) any Contract pursuant to which any Intellectual Property Right or Technology is licensed, sold, assigned or otherwise conveyed or provided to any Acquired Company or pursuant to which any Person has agreed not to enforce any Intellectual Property Right against an Acquired Company, other than Contracts for Standard Software ("Company Inbound IP License");

(iv) any Contract pursuant to which any Person has been granted any license under, or been sold, assigned, conveyed or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Company Owned IP, or pursuant to which the Company has agreed not to enforce any Intellectual Property Right against any Person ("Company Outbound IP License");

(v) any Contract providing for the development of any Technology or Intellectual Property Rights, independently or jointly, by or for the Company;

(vi) any Contract imposing any restriction on any Acquired Company's right or ability, or, after the Closing, the right or ability of Buyer or any of its Affiliates (A) to compete in any line of business or with any Person or in any area or which would so limit the freedom of Buyer or any of its Affiliates after the Closing Date (including granting exclusive rights or rights of first refusal to license, market, sell or deliver any of the Company Products or any related Technology or Intellectual Property Right), (B) to acquire any product or other asset or any services from any other Person (including requiring the purchase of all or a given portion of any Acquired Company's requirements for products or services

from a given Person, or any other similar provision), to sell any product or other asset to or perform any services for any other Person or to transact business or deal in any other manner with any other Person, or (C) use, assert, enforce, develop, distribute or otherwise exploit any Company IP;

(vii) any Contract for the purchase of materials, supplies, goods, services, equipment or other assets providing for either (A) annual payments by any Acquired Company of $100,000 or more or (B) aggregate payments by any Acquired Company of $100,000 or more;

(viii) any Contract granting a right of first refusal or right of first negotiation or similar rights by any Acquired Company to any Person;

(ix) any Contract providing for "most favored customer" terms or similar terms, including such terms for pricing;

(x) any partnership, joint venture or any sharing of revenues, profits, losses, costs or liabilities or any other similar Contract;

(xi) any Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise);

(xii) any Contract relating to the settlement of any Proceeding;

(xiii) any Contract relating to Indebtedness or the deferred purchase price of property (in either case, whether incurred, assumed, guaranteed or secured by any asset and including any agreements or commitments for future loans, credit or financing);

(xiv) any Contract relating to the acquisition, issuance or transfer of any securities of the Acquired Companies, including the Company Securities;

(xv) any Contract under which (A) any Person has directly or indirectly guaranteed any liabilities or obligations of any Acquired Company or (B) any Acquired Company has directly or indirectly guaranteed any liabilities or obligations of any other Person;

(xvi) any Contract relating to the creation of any Lien with respect to any asset of any Acquired Company;

(xvii) any Contract which contains any provisions requiring any Acquired Company to indemnify any other party (excluding indemnities contained in agreements for the purchase, sale or license of products or services in the ordinary course of business consistent with past practice pursuant to the applicable Acquired Company's standard form agreement, as made available to Buyer);

(xviii) any Contract with any Related Person;

(xix) any employment, severance, redundancy, retention, change-in-control, bonus or other Contract with (A) Sachin Janai or (B) any current or former Service Provider (1) providing for annual compensation (whether cash or otherwise) which is equal to or may exceed $150,000, (2) that provides for the payment of any cash or other compensation or benefits upon the consummation of the transactions contemplated by this Agreement, (3) that otherwise restricts the Company's ability to terminate the employment or engagement of such individual without penalty or liability (other than access to healthcare coverage to the extent required by Applicable Law) or (4) that provides for any severance, termination or notice payments or benefits (other than access to healthcare coverage to the extent required

by Applicable Law) upon a termination of the applicable Service Provider's employment or other service (in any case, under which any Acquired Company has any current or future liability or obligation, whether actual or contingent); and

(xx) any collective bargaining agreement or other similar Contract with any labor union, labor board, works council or other employee association or organization or Governmental Authority; and

(xxi) any Contract pursuant to which rights of any third party are triggered or become exercisable, or under which any other consequence, result or effect arises, in connection with or as a result of the execution of this Agreement, either alone or in combination with any other event;

(xxii) any Contract granting or advancing a loan to any Affiliate or third party;

(xxiii) any Contract with any Governmental Authority; and

(xxiv) any other Contract not made in the ordinary course of business that is material to any Acquired Company or the business of the Acquired Companies.

(b) The Company has made available to Buyer accurate and complete copies of all written Contracts identified in Section 3.09(a) of the Company Disclosure Schedule, including all amendments thereto. Section 3.09(a) of the Company Disclosure Schedule provides an accurate description of the terms of each Contract identified in Section 3.09(a) of the Company Disclosure Schedule that is not in written form.

(c) (i) Each Material Contract is a valid and binding agreement of the applicable Acquired Company, and is in full force and effect and has been duly executed, adequately stamped and registered if required under Applicable Law, (ii) the applicable Acquired Company has performed, in all material respects, all obligations required to be performed by it under each of the Material Contracts to which it is a party, (iii) the applicable Acquired Company is not, and, to the Knowledge of the Company, no other party thereto is, in default or breach in any material respect under the terms of any Material Contract, and, to the Knowledge of the Company, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or would reasonably be expected to, (A) result in a violation or breach of any of the provisions of any Material Contract, (B) give any Person the right to declare a default or exercise any remedy under any Material Contract, (C) give any Person the right to accelerate the maturity or performance of any grant or rights or other obligation under a Material Contract or (D) give any Person the right to cancel, terminate or modify any Material Contract, and (iv) as of the date of this Agreement, no Acquired Company has received any written notice or other communication regarding violation or breach of, or default under, or the cancellation of termination of any Material Contract and no Acquired Company nor, to the Knowledge of the Company, any other party currently contemplates any termination, material amendment or change to any Material Contract.

(d) No Person is renegotiating, or has a right (or has asserted a right) pursuant to the terms of any Material Contract to renegotiate, any amount paid or payable to or by any Acquired Company under any Material Contract or any other material term or provision of any Material Contract.

Section 3.10 Compliance with Applicable Laws; Regulatory Matters.

(a) The Acquired Companies are, and have at all times since January 1, 2018, been, in compliance in all material respects with Applicable Law. Since January 1, 2018, no Acquired Company has (i) received any written notice, correspondence or communication of any violation, alleged violation or

potential violation of, or liability under any such Applicable Law, or to the effect that any Acquired Company or any Person acting on behalf of an Acquired Company, is or could potentially be under investigation or inquiry with respect to any violation or alleged violation of any Applicable Law; or (ii) any actual, alleged, or potential obligation to undertake, or to bear all or any portion of the cost of, any remedial action. To the Knowledge of the Company, no event has occurred, and no condition exists, that would reasonably be expected (with or without notice or lapse of time) constitute or result directly or indirectly in material violation by Sellers or the Acquired Companies or any shareholders or officers of the Acquired Companies, or a failure on the part of Sellers or the Acquired Companies to comply in all material respects with, any Applicable Law relating to the operation and conduct of the Acquired Companies or any of their respective properties, facilities or personal data being collected, stored or Processed by them.

(b) The Acquired Companies are, and have at all times since January 1, 2018, been, in material compliance with United States and foreign export control laws and regulations, including: the Export Administration Act and implementing Export Administration Regulations; the Arms Export Control Act and implementing International Traffic in Arms Regulations; and the various economic sanctions laws administered by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, "Export Laws"), applicable to its export transactions. Without limiting the foregoing:

(i) no Acquired Company is required by Export Laws or the Applicable Laws of any other countries to obtain export licenses or other approvals for the export of its products, services, software or technologies;

(ii) there are no pending or, to the Knowledge of the Company, threatened claims or investigations of potential violations against any Acquired Company with respect to Export Laws, any of the Acquired Companies' export activities, or licenses or other approvals; and

(iii) to the Knowledge of the Company, there are no actions, conditions or circumstances pertaining to the Acquired Companies' export transactions that may give rise to any future claims.

(c) No Acquired Company has and, to the Knowledge of the Company, no Seller, director, agent, employee or other Person associated with or acting on behalf of the Acquired Companies and the Sellers, has been convicted of, charged with, or, to the Knowledge of the Company, investigated for conduct that would constitute a violation of any Applicable Law, related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, referral arrangements, bribes, payoff, influence payment, other financial misconduct, obstruction of an investigation or controlled substances.

(d) Each of the products and services marketed, licensed, sold, performed, distributed or otherwise made available by the Acquired Companies have been at all times up to and including the sale, license, distribution or other provision thereof, marketed, licensed, sold, performed or otherwise made available in compliance in all material respects with all Applicable Laws.

(e) Except in compliance in all material respects with Applicable Laws, no Acquired Company, nor, to the to the Knowledge of the Company, no Seller, director, agent, employee or other Person associated with or acting on behalf of the Acquired Companies and the Sellers, are party to any Contract (including joint venture or consulting agreement) to provide services, lease space, lease equipment or engage in any other venture or activity related to any Acquired Company with any Person that is in a position to make or influence referrals to or otherwise generate business for any Acquired Company.

(f) All billing and collection practices of, and claims submitted by the Acquired Companies with respect to items and services provided or obtained under applicable arrangements with

customers, vendors and Governmental Authorities have been in compliance in all material respects with all Applicable Laws and the terms of such arrangements. The Acquired Companies have maintained such records as required by Applicable Law, supporting the provision of items or services billed under arrangements with customers, vendors and Governmental Authorities, as applicable.

(g) Each of the products and services marketed, licensed, sold, performed, distributed or otherwise made available by the Acquired Companies have been at all times up to and including the sale, license, distribution or other provision thereof, marketed, licensed, sold, performed or otherwise made available in compliance in all material respects with all Applicable Laws.

(h) No Acquired Company (i) produces, designs, tests, manufactures, fabricates, or develops "critical technologies" as that term is defined in 31 C.F.R. § 800.215; (ii) performs the functions as set forth in column 2 of Appendix A to 31 C.F.R. part 800 with respect to covered investment "critical infrastructure"; or (iii) maintains or collects, directly or indirectly, "sensitive personal data" as that term is defined in 31 C.F.R. § 800.241; and, therefore, in turn, no Acquired Company is a "TID U.S. business" within the meaning of 31 C.F.R. § 800.248.

Section 3.11 Litigation.

(a) There is no pending Proceeding and, to the Knowledge of the Company, since January 1, 2018, no Person has threatened to commence any Proceeding: (i) that involves the Acquired Companies, any of the assets owned or used by the any Acquired Company or any Person for which any Acquired Company has assumed or retained such Person's liability, either contractually or by operation of law; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the other transactions contemplated by this Agreement. To the Knowledge of the Company, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that would reasonably be expected to, give rise to or serve as a basis for the commencement of any Proceeding that is of a type described in the preceding sentence. The applicable Acquired Company has submitted each pending or threatened Proceeding for which there is insurance coverage to its applicable insurance carrier and there are no pending or threatened Proceedings for which insurance coverage is unavailable.

(b) There is no order, writ, injunction, directive, restriction, judgment or decree to which any Acquired Company, or any of the assets owned or used by any Acquired Company, is subject or which restricts in any respect the ability of any Acquired Company to conduct its business. To the Knowledge of the Company, no officer or other employee or consultant of any Acquired Company is subject to any order, writ, injunction, judgment or decree that prohibits such officer or other employee from engaging in or continuing any conduct, activity or practice relating to the business of the applicable Acquired Company.

Section 3.12 Real Property.

(a) No Acquired Company owns any real property. The Acquired Companies have good and valid leasehold interests in each parcel of real property leased by or licensed to the Acquired Companies (the "Company Leased Real Property"). Section 3.12(a) of the Company Disclosure Schedule contains a true, correct and complete list of each item of Company Leased Real Property, including the street address of the Company Leased Real Property and the name of the third party lessor thereof.

(b) Section 3.12(b) of the Company Disclosure Schedule lists each lease, sublease, license or other occupancy agreement or arrangement relating to the Company Leased Real Property (each, a "Real Property Lease").

(c) The Company Leased Real Property is not subject to any Liens, except for Permitted Liens. No Acquired Company has received any written notice of a material violation of any ordinances, regulations or building, zoning or other similar laws with respect to the Company Leased Real Property. No Acquired Company has received any written notice of any expiration of, pending expiration of, changes to, or pending changes to any material entitlement relating to the Company Leased Real Property and there is no condemnation, special assessment or the like pending or, to the Knowledge of the Company, threatened with respect to any of the Company Leased Real Property. The Acquired Companies have the right to use and occupy the Company Leased Real Property for the full term of the Real Property Lease relating thereto.

(d) The Acquired Companies have delivered to Buyer accurate and complete copies of the Real Property Leases, together with all amendments, modifications and supplements thereto. With respect to the Company Leased Real Property, the Company has not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in any Company Leased Real Property.

(e) The Company Leased Real Property constitute all interests in immovable property (fixtures) currently used or currently held for use in connection with the business of the Acquired Companies and which are necessary for the continued operation of the business of the Acquired Companies as currently conducted.

Section 3.13 Properties.

(a) The Acquired Companies have good and marketable, indefeasible, fee simple title to, or in the case of leased property and assets, has valid leasehold interests in, all material property and assets (whether real, personal, tangible or intangible) used or leased for use by the Acquired Companies in connection with the conduct of the Acquired Companies' business. None of such property or assets is subject to any Lien, except:

(i) Liens disclosed on the Balance Sheet;

(ii) statutory Liens for current Taxes not yet due and payable; or

(iii) Liens which do not materially detract from the value or materially interfere with any present or intended use of such property or assets (clauses (i) through (iii) of this Section 3.13(a) are, collectively, the "Permitted Liens").

(b) There are no developments affecting any such property or assets pending or, to the Knowledge of the Company threatened, which would reasonably be expected to materially detract from the value, materially interfere with any present or intended use or materially adversely affect the marketability of any such property or assets. All leases of such real property and personal property are in good standing and are valid, binding and enforceable in accordance with their respective terms and there does not exist under any such lease any default or any event which with notice or lapse of time or both would constitute a default.

(c) The equipment owned by the Acquired Companies has no material defects, is in good operating condition and repair and has been reasonably maintained consistent with standards generally followed in the industry (giving due account to the age and length of use of such equipment, ordinary wear and tear excepted), and is adequate and suitable for its present uses.

(d) The property and assets owned or leased by the Acquired Companies, or which any Acquired Company otherwise has the right to use, constitute all of the property and assets used or held

for use in connection with the businesses of the Acquired Companies and are adequate to conduct such business as currently conducted.

Section 3.14 Products and Services.

(a) Each of the Company Products has been at all times up to and including the sale, license, distribution or other provision thereof, marketed, licensed, sold, performed or otherwise made available in compliance with (a) all Applicable Laws, (b) industry and self-regulatory organization standards, (c) applicable specifications and (d) express and implied warranties. There are no material technical problems or concerns associated with any Company Product under development by any Acquired Company (that has not been made commercially available) that may adversely affect the performance of such Company Product.

(b) No Acquired Company has made or provided a warranty, express or implied, written or oral, with respect to the Company Products other than pursuant to the Company's standard terms and conditions as identified in Section 3.14(b) of the Company Disclosure Schedule and which have been made available to Buyer. There are no pending or, to the Company's Knowledge, threatened claims, and no Acquired Company has been notified of any claims, relating to any warranty obligations, failure to meet warranties or material Company Product returns. There are no pending, or, to the Company's Knowledge, threatened claims, and no Acquired Company has not notified of, any claims relating to Product Liabilities against or involving the business of the Acquired Companies or any Company Product and no such claims have been settled or adjudicated. There are no liabilities for Product Liabilities, warranty, or other claims or returns with respect to any of the Company Products relating to any defects, deficiencies or failures of the Company Products.

Section 3.15 Intellectual Property.

(a) Company Products. Section 3.15(a) of the Company Disclosure Schedule sets forth an accurate and complete list and description as of the date of this Agreement of each Company Product.

(b) Registered IP. Section 3.15(b) of the Company Disclosure Schedule sets forth an accurate and complete list as of the date of this Agreement of (i) each item of Registered IP in which any Acquired Company has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person, or otherwise) ("Company Registered IP"), (ii) the jurisdiction in which such item of Company Registered IP has been registered or filed and the applicable application, registration, or serial or other similar identification number, (iii) any other Person that has an ownership interest in such item of Company Registered IP and the nature of such ownership interest, and (iv) all material unregistered trademarks used by any Acquired Company, including in connection with any Company Products. Section 3.15(b) of the Company Disclosure Schedule accurately identifies and describes each filing, payment, and action that must be made or taken on or before the date that is one hundred and eighty (180) days after the Closing Date in order to obtain, perfect, or maintain each such item of Company Registered IP in full force and effect. The Acquired Companies have provided to Buyer complete and accurate copies of all applications, correspondence, and other material documents related to each item of Company Registered IP.

(c) Validity. All Company Owned IP is valid, subsisting, and enforceable. Each item of Company Registered IP is in compliance with all legal requirements, and the Company has made all filings and payments and taken all other actions required to be made or taken to maintain each item of Company Registered IP in full force and effect by the applicable deadline and otherwise in accordance with all Applicable Laws. No interference, opposition, reissue, reexamination, or other proceeding is or, since January 1, 2018, has been pending or, to the Knowledge of the Company, threatened, in which the scope,

validity, or enforceability of any Company Registered IP is being, has been, or could reasonably be expected to be, contested or challenged. No application for, or registration with respect to, any type of Company Registered IP filed by or on behalf of the Company has been abandoned, allowed to lapse, or rejected. The Company and its patent counsel have complied with their duty of candor and disclosure and have made no material misrepresentations in the filings submitted to the applicable Governmental Authority with respect to all patents included in Company Registered IP. The Company has not engaged in patent or copyright misuse or any fraud or inequitable conduct in connection with any Company Registered IP. The Company has not received any notice or communication relating to any challenge to the validity or enforceability of any Intellectual Property Rights of the Company. No trademark (whether registered or unregistered) or trade name owned, used, or applied for by the Company conflicts or interferes with any trademark (whether registered or unregistered) or trade name owned, used, or applied for by any other Person. None of the goodwill associated with or inherent in any trademark (whether registered or unregistered) in which the Company has or purports to have an ownership interest has been impaired.

(d) Derivative Works and Improvements. No Person who has licensed or provided Technology or Intellectual Property Rights to any Acquired Company has ownership rights or license rights to derivative works or improvements made by or on behalf of any Acquired Company related to such Technology or Intellectual Property Rights.

(e) Company Outbound Licenses. No Acquired Company is bound by, and no Company Owned IP is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of the Company to use, assert, enforce, or otherwise exploit any Company Owned IP anywhere in the world. The Company has not transferred, and has not agreed to assign or transfer, ownership of (whether a whole or partial interest), or granted any exclusive right to use, any Technology or Intellectual Property Right to any Person. No Acquired Company is, and to the Knowledge of the Company, no other parties are, in breach of any Company IP Contract, and there are no disputes regarding the scope of, or payments required pursuant to, any such Company IP Contract between the parties thereof.

(f) Ownership. The Acquired Companies exclusively own all right, title, and interest to and in the Company Owned IP (excluding any Intellectual Property Rights exclusively licensed to any Acquired Company, as identified in Section 3.15(d) of the Company Disclosure Schedule) free and clear of any Liens (other than non-exclusive licenses granted pursuant to the Company Outbound IP Licenses listed in Section 3.09(a)(iv) of the Company Disclosure Schedule). The Acquired Companies have the exclusive right to bring a claim or suit against any third party for infringement or misappropriation of any Company Owned IP.

(g) Employees and Contractors. Each Person who is or was an employee, officer, director or contractor of the Acquired Companies and who is or was involved in the design, creation or development of any Technology or Intellectual Property Rights in connection with his or her employment or engagement with the Acquired Companies has signed a valid, enforceable agreement containing an assignment to an Acquired Company of all such Technology and Intellectual Property Rights, a waiver of moral rights, and confidentiality provisions protecting such Technology and Intellectual Property Rights. All rights in, to and under all Technology and Intellectual Property Rights created by the Company's current or former employees, officers or managers for or on behalf of, or in contemplation of, the Acquired Companies (i) prior to the inception of the Acquired Companies, or (ii) prior to such individual's commencement of employment or engagement with an Acquired Company, have been duly and validly assigned to an Acquired Company. No current or former employee, consultant, advisor or contractor of the Company (i) is in violation of any term or covenant of any Contract relating to employment, invention disclosure, invention assignment, non-disclosure or non-competition or any other Contract with any other party by virtue of such employee, consultant, advisor or contractor being employed by, or performing services for, an Acquired Company, or using trade secrets or proprietary information of others without

permission, or (ii) has created or developed any Technology or Intellectual Property Rights for an Acquired Company that is subject to any agreement under which such employee, consultant, advisor or contractor has assigned or otherwise granted to any third party any rights in or to such Technology or Intellectual Property Rights. No current or former shareholder, officer, director, or employee of any Acquired Company has any claim, right (whether or not currently exercisable), or interest to or in any Technology or Intellectual Property Rights used by any Acquired Company. No employee of any Acquired Company is (i) bound by or otherwise subject to any Contract restricting him or her from performing his or her duties for the Acquired Companies or (ii) in breach of any Contract with any former employer or other Person, in each case, concerning Technology, Intellectual Property Rights or confidentiality.

(h) Sufficiency. The Company owns or otherwise has, and after the Closing Buyer will have, all Intellectual Property Rights used in or necessary for the conduct the businesses of the Company as currently conducted and planned to be conducted, including the design, development, manufacture, coding, license, sale, provision, maintenance and support, and use of all Company Products currently under development or in production. The Company IP constitutes all of the Technology and Intellectual Property Rights used in, held for use in, or necessary for the conduct of the business of the Company as currently conducted or as proposed to be conducted.

(i) Confidentiality. The Company has taken all steps reasonably necessary or appropriate to protect and preserve the confidentiality of all confidential or non-public information and trade secrets of the Company or provided by any Person to the Company ("Confidential Information"), including all proprietary information that the Company holds, or purports to hold, as a trade secret. All current and former employees and contractors of the Company and any other Person having access to Confidential Information have executed and delivered to the Company a written, legally-binding agreement sufficient to protect such Confidential Information.

(j) Infringement by Others. To the Knowledge of the Company, no Person has infringed, misappropriated, or otherwise violated, and no Person is currently infringing, misappropriating, or otherwise violating, any Company Owned IP. Section 3.15(j) of the Company Disclosure Schedule accurately identifies as of the date of this Agreement (and the Company has provided to Buyer a complete and accurate copy of) each letter or other written or electronic communication or correspondence that has been sent or otherwise delivered by or to any Acquired Company or any representative of any Acquired Company regarding any actual, alleged, or suspected infringement or misappropriation of any Company Owned IP, including any written communication inviting any Person to take a license, ownership, interest, release, covenant not to sue or the like with respect to any Company Owned IP, and provides a brief description of the current status of the matter referred to in such letter, communication, or correspondence.

(k) Effect of Transaction. Neither the execution, delivery, or performance of this Agreement nor the consummation of any of the transactions or agreements contemplated by this Agreement will, with or without notice or the lapse of time, result in, or give any other Person the right or option to cause or declare, (i) a loss or impairment of, or Lien on, any Company Owned IP; (ii) a breach of, termination of, or acceleration or modification of any right or obligation under any Company IP Contract; (iii) the release, disclosure, or delivery of any Company Owned IP by or to any escrow agent or other Person; (iv) the grant, assignment, or transfer to any other Person of any license or other right or interest under, to, or in any Technology or Intellectual Property Right; or (v) Buyer or any of its Affiliates being bound by or subject to any exclusivity obligations, non-compete or other restrictions on the operation or scope of their respective businesses, or to any obligation to grant any rights in or to any of Buyer's or its Affiliates' Technology or Intellectual Property Rights.

(l) Non-Infringement. No Acquired Company has infringed, misappropriated, or otherwise violated, or is currently infringing, misappropriating or otherwise violating, and the conduct of

the business of the Acquired Companies does not, and when conducted in substantially the same manner by Buyer following the Closing, will not, infringe, misappropriate or otherwise violate, any Intellectual Property Right or any other right of any other Person. No infringement, misappropriation, or similar claim or Proceeding is pending or to Company's Knowledge, threatened in writing against the Acquired Companies or against any Person who may be entitled to be indemnified or reimbursed by an Acquired Company with respect to such claim or Proceeding. No Acquired Company has received any notice or other communication (in writing or otherwise) relating to any actual, alleged, or suspected infringement, misappropriation, or violation of any Intellectual Property Right of another Person, including any notice or communication inviting such Acquired Company to take a license under any Intellectual Property Right. To the Knowledge of Company, no claim or Proceeding involving any Company Licensed IP is pending or has been threatened.

(m) Software. None of the Software developed by the Company and used or held for use in the operation of the business of the Acquired Companies as currently conducted or proposed to be conducted, including in or for the Company Products (collectively, the "Company Software") (i) contains any bug, defect, or error that materially and adversely affects the use, functionality, or performance of such Company Software or any product or system containing or used in conjunction with such Company Software or (ii) fails to comply with any applicable warranty or other contractual commitment relating to the use, functionality, or performance of such Company Software or any product or system containing or used in conjunction with such Company Software.

(n) Malicious Code. No Company Software contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "worm," "spyware" or "adware" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing or facilitating, any of the following functions: (i) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed, or (ii) compromising the privacy or data security of a user or damaging or destroying any data or file without the user's consent (collectively, "Malicious Code"). The Acquired Companies implement industry standard measures designed to prevent the introduction of Malicious Code into Company Software, including firewall protections and regular virus scans.

(o) Source Code. No source code for any Company Software has been delivered, licensed, or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of an Acquired Company who needs such source code to perform his or her job duties. No Acquired Company has any duty or obligation (whether present, contingent, or otherwise) to deliver, license, or make available the source code for any Company Software to any escrow agent or other Person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license, or disclosure of any source code for any Company Software to any Person.

(p) Open Source. Section 3.15(p) of the Company Disclosure Schedule sets forth an accurate and complete list of all Open Source Materials included in, combined with, or used in the delivery of, any Company Product or other Company Owned IP, as the case may be, and identifies each relevant license for such Open Source Materials and describes the manner in which such Open Source Materials were used (such description shall include whether (and, if so, how) the Open Source Materials were modified or distributed by the Acquired Companies). With respect to Open Source Materials that are or have been used by the Acquired Companies in any way, the Acquired Companies have been and are in compliance with the terms and conditions of all applicable licenses for the Open Source Materials, including attribution and copyright notice requirements. No Company Product or Company Owned IP is subject to any "copyleft" or other obligation or condition (including any obligation or condition under any Open

Source Materials license) that (i) could require, or could condition the use or distribution of such Company Product or Company Owned IP or portion thereof on, (A) the disclosure, licensing, or distribution of any source code for a Company Product or Company Owned IP or any portion thereof, (B) the granting to licensees of the right to reverse engineer or make derivative works or other modifications to such Company Products or Company Owned IP or portions thereof, (C) licensing or otherwise distributing or making available a Company Product or Company Owned IP or any portion thereof for a nominal or otherwise limited fee or charge or (D) granting any Intellectual Property Rights to any licensee or other third party, or (ii) could otherwise impose any limitation, restriction, or condition on the right or ability of any Acquired Company to use, license distribute or charge for any Company Product or Company Owned IP or any Technology or Intellectual Property Rights therein.

(q) Government or University Funding. No funding, facilities, or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any Company Owned IP. No Governmental Authority, university, college, other educational institution, multi-national, bi-national or international organization or research center (i) owns or otherwise holds, or has the right to obtain, any rights to any Company Owned IP, (ii) has imposed or purported to impose, or has the right, whether contingent or otherwise, to impose, any obligations or restrictions on the Acquired Companies (or, following the Closing, on Buyer) with respect to the licensing or granting of any Intellectual Property Rights, or (iii) is or may become entitled to receive any royalties or other payments from the Acquired Companies (or, following the Closing, Buyer).

(r) Standards Bodies. No Acquired Company is and has ever been a member or promoter of, or a contributor to, any industry standards body or similar organization that could require or obligate such Acquired Company to grant or offer to any other Person any license or right to any Company Owned IP or to refrain from enforcing any Company Owned IP.

Section 3.16 Information Technology.

(a) The information technology systems used by the Acquired Companies ("IT Systems") are sufficient for the needs of the business of the Acquired Companies as currently conducted, including as to capacity, scalability and ability to process current and currently anticipated peak volumes in a timely manner. The Acquired Companies' IT Systems and the Acquired Companies' related procedures and practices are designed, implemented, operated and maintained in accordance with customary industry standards and practices for entities operating businesses similar to the business of the Acquired Companies, including with respect to redundancy, reliability, scalability and security. Without limiting the foregoing, (i) the Acquired Companies have taken reasonable steps and implemented reasonable procedures to ensure that the Acquired Companies' IT Systems are free from Malicious Code, and (ii) the Acquired Companies have in effect industry standard disaster recovery plans, procedures and facilities for their business and have taken all reasonable steps to safeguard the availability, security and the integrity of their IT Systems. The Acquired Companies have implemented reasonable safeguards, including as may be defined by Applicable Law, including Privacy, Security and Consumer Protection Laws, including administrative, physical and technical security measures appropriate to the Acquired Companies given the sensitivity of the Personal Data, to protect Personal Data in the Acquired Companies' possession or control from unauthorized access, including from the Acquired Companies' employees and contractors.

(b) There has been no failure or other substandard performance of any IT Systems of the Acquired Companies which has caused any material disruption to the business of the Acquired Companies. The Acquired Companies have not suffered any data loss, business interruption, or other harm as a result of, any Malicious Code intentionally designed to permit (i) unauthorized access to a computer or network, (ii) unauthorized disablement or erasure of Software, hardware or data, or (iii) any other similar type of unauthorized activities. To Company's Knowledge, there have not been any actual or suspected

illegal or unauthorized intrusions or breaches of the security of any of the IT Systems or any actual or suspected illegal or unauthorized access, disclosure, use, destruction or alteration of any Personal Data that was collected by or on behalf of the Acquired Companies and is in the possession or control of the Acquired Companies or the Acquired Companies' vendors, marketing affiliates or other business partners. The Acquired Companies have implemented any and all security patches or upgrades that are generally available for the IT Systems.

Section 3.17 Data Privacy.

(a) The Acquired Companies are, and have at all times been, in compliance with (i) all Privacy, Security and Consumer Protection Laws, (ii) the Privacy Policies of the Acquired Companies ("Company Privacy Policies"), and any other Privacy Policies applicable to the Acquired Companies, and (iii) all contractual commitments that the Acquired Companies are subject to with respect to the Processing of Personal Data (collectively, "Privacy Commitments"). The Acquired Companies have made available to Buyer accurate and complete copies of all of the Company Privacy Policies. The Acquired Companies have at all times provided the Company Privacy Policies in all circumstances required by the Privacy Commitments, and such Company Privacy Policies have at all times been comprehensive, accurate and fully implemented, and they have not contained any material omissions of the Acquired Companies' privacy practices nor have they been misleading, deceptive or in violation of Privacy, Security and Consumer Protection Laws.

(b) The execution, delivery or performance of this Agreement, and the consummation of any of the transactions contemplated by this Agreement hereby do not and will not: (i) result in any violation of any Privacy Commitments; (ii) require the consent of or provision of notice to any Person concerning such Person's Personal Data; or (iii) give rise to any right of termination or other right to impair or limit Buyer's rights to own, process Personal Data, or otherwise prohibit the transfer of Personal Data used in or necessary for the operation of the business to Buyer. For the avoidance of doubt, to the extent the Personal Data is "personal information" as defined in the CCPA, then all such Personal Data held or controlled by the Company is an asset that will be transferred as part of the transactions contemplated hereby and thereby, as contemplated by section 1798.140(t)(2)(D) of the CCPA.

(c) The Acquired Companies have written agreements in place with all Affiliates, vendors or other Persons whose relationship with the Acquired Companies involve the Processing of Personal Data for or on behalf of the Acquired Companies, which agreements require such Persons to protect such Personal Data in a manner consistent with the Privacy Commitments.

(d) The Acquired Companies have implemented and at all times maintained, and required all vendors, processors, or other Persons that Process any Personal Data for or on behalf of the Acquired Companies to implement and maintain, at a minimum, industry standard security measures, plans, procedures, controls, and programs, including a written information security program to: (i) protect such Personal Data against any illegal, accidental or unauthorized access, use, loss, disclosure, alteration, destruction, compromise, or other unauthorized Processing of Personal Data owned, used, maintained, received, or controlled by or on behalf of the Acquired Companies (a "Security Incident"); (ii) identify and address internal and external risks to the privacy and security of Personal Data in their possession or control; (iii) implement, monitor, and improve adequate and effective administrative, technical, and physical safeguards to protect such Personal Data and its software, systems, applications, and websites involved in the Processing of Personal Data; and (iv) provide prompt notification in compliance with Privacy Commitments in the case of any Security Incident. The Acquired Companies have not experienced any Security Incidents.

(e) The Acquired Companies have not: (i) been required pursuant to any Privacy Commitments to notify any customers, consumers, employees, Governmental Authority, or any other Person of any Security Incident; and (ii) received or had any, or been threatened with any, notice, request, correspondence, complaint or other proceeding to any regulatory or other Governmental Authority, or any audit, investigation (whether formal or informal), claim or other proceeding against, the Company or any of its customers (in the case of customers, to the extent relating to the Company Products) by any Person or Governmental Authority with respect to the Privacy Commitments. To the Knowledge of the Company, no facts or circumstances exist that could reasonably be expected to give rise to such a proceeding insofar as the same relate to the Acquired Companies.

Section 3.18 Insurance Coverage. Section 3.18 of the Company Disclosure Schedule contains an accurate and complete list of all insurance policies (the "Company Insurance Policies") relating to the assets, business, operations, employees, officers or managers of the Company, each of which is in full force and effect. The Company has made available to Buyer copies of each Company Insurance Policy and all amendments and riders thereto. All commercially reasonable insurable risks of the Acquired Companies are covered by the Company Insurance Policies and the types and amounts of coverage provided therein are (i) usual and customary in the context of the business, assets and the operations of the Acquired Companies and (ii) sufficient so as to comply with the requirement of the Permits obtained by the Acquired Companies, Applicable Law or Contracts to which the Acquired Companies are a party. Other than claims made in the ordinary course, there are no pending claims under any Company Insurance Policy, including any claims for loss or damage to the properties, assets or business of the Acquired Companies. There is no claim by any Acquired Company pending under any Company Insurance Policy as to which coverage has been questioned, denied or disputed by the underwriters of such policies or in respect of which such underwriters have reserved their rights. All premiums payable under all such policies have been timely paid and the Acquired Companies have otherwise complied fully with the terms and conditions of all such policies. The Company has no Knowledge of any actual or threatened termination of, premium increase with respect to, or material alteration of coverage under, any of such policies. After the Closing, the Acquired Companies shall continue to have coverage under such policies with respect to events occurring prior to the Closing.

Section 3.19 Licenses and Permits. The Acquired Companies have, and at all times since January 1, 2018, have had, all licenses, registrations, permits, qualifications, accreditations, approvals and authorizations of any Governmental Authority (collectively, the "Permits"), and have made all necessary filings and maintained requisite registers and mandatory standard operating procedures required under Applicable Law, necessary to service the Acquired Companies' accounts in accordance with Applicable Laws and otherwise to conduct the business of the Acquired Companies in compliance with Applicable Law, except where the failure to possess such Permit would not reasonably be expected, individually or in the aggregate, to be material to any Acquired Company. Each Acquired Company is in compliance with each such Permit, except where the failure to so comply would not reasonably be expected, individually or in the aggregate, to be material to any Acquired Company. Since January 1, 2018, no Acquired Company has received any written notice or other written communication regarding any actual or possible violation of or failure to comply with any term or requirement of any Permit or any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Permit. Section 3.19 of the Company Disclosure Schedule sets forth (a) an accurate and complete list of all Permits issued to any Acquired Company and (b) an accurate and complete list of all permits for which any Acquired Company has applied or has taken the steps necessary to secure or maintain or that any Acquired Company otherwise intends to obtain. Each such Permit has been validly issued or obtained and is, and after the consummation of the transactions contemplated by this Agreement will be, in full force and effect.

Section 3.20 Tax Matters.

(a) Each Acquired Company has duly and timely filed with the appropriate Tax authorities all Tax Returns required to be filed. All such Tax Returns are complete and accurate in all material respects. All Taxes due and owing by any Acquired Company (whether or not shown on any Tax Returns) have been paid. No Acquired Company is currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by a Tax authority or other Governmental Authority in a jurisdiction where an Acquired Company does not file Tax Returns that any such Acquired Company is or may be subject to taxation by that jurisdiction.

(b) The unpaid Taxes of the Acquired Companies did not, as of the Balance Sheet Date, exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet (rather than in any notes thereto). Since the Balance Sheet Date, no Acquired Company has incurred any liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice.

(c) No deficiencies for Taxes with respect to any Acquired Company have been claimed, proposed or assessed by any Tax authority or other Governmental Authority. There are no pending or threatened audits, assessments or other actions for or relating to any liability in respect of Taxes of any Acquired Company. There are no matters under discussion with any Tax authority or, to the Knowledge of the Company, with respect to Taxes that are likely to result in an additional liability for Taxes with respect to any Acquired Company. No issues relating to Taxes of any Acquired Company were raised by the relevant Tax authority in any completed audit or examination that would reasonably be expected to result in a material liability in respect of Taxes in a later taxable period. No Acquired Company (or any predecessor thereof) has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, nor has any request been made in writing for any such extension or waiver.

(d) The Company has delivered or made available to Buyer complete and accurate copies of all Tax Returns of the Acquired Companies (and any predecessor thereof) for all taxable years remaining open under the applicable statute of limitations, and complete and accurate copies of all audit or examination reports and statements of deficiencies assessed against or agreed to by any Acquired Company (or any predecessors thereof) since January 1, 2016. No power of attorney (other than powers of attorney authorizing the ongoing tax advisor of the Acquired Companies to act on behalf of the Acquired Companies) with respect to any Taxes has been executed or filed with any Tax authority, and the ongoing Tax advisor of the Acquired Companies who is authorized to act on behalf of any Acquired Companies with respect to any Taxes is identified on Section 3.20(d) of the Company Disclosure Schedule.

(e) There are no Liens for Taxes upon any property or asset of any Acquired Company (other than statutory liens for current Taxes not yet due and payable).

(f) No entity classification election pursuant to Treasury Regulations Section 301.7701-3 (or any similar provision of non-U.S. Tax law) has been filed with respect to any Acquired Company. The U.S. federal income tax classification of each of the Acquired Companies is as listed in Section 3.20(f) of the Company Disclosure Schedule.

(g) No Acquired Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any period (or any portion thereof) ending after the Closing Date as a result of any installment sale or other transaction on or prior to the Closing Date, any accounting method change or agreement with any Tax authority prior to the Closing, the use of an improper method of accounting for any period or portion thereof ending prior to the Closing Date, any prepaid amount

received on or prior to the Closing, any intercompany transaction or excess loss account described in Section 1502 of the Code (or any corresponding provision of state, local, or non-U.S. Tax law), or any election under Section 108(i) of the Code (or any corresponding provision of state, local, or non-U.S. Tax law).

(h) No Acquired Company has (i) 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; (ii) has been a shareholder of a "controlled foreign corporation" as defined in Section 957 of the Code (or any similar provision of state, local or foreign law); (iii) has been a "personal holding company" as defined in Section 542 of the Code (or any similar provision of state, local or non-U.S. law); (iv) has been a shareholder of a "passive foreign investment company" within the meaning of Section 1297 of the Code; or (v) engaged in a trade or business, had a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise become subject to Tax jurisdiction in a country other than the country of its formation.

(i) No Acquired Company is a partner for Tax purposes with respect to any joint venture, partnership, or other arrangement or Contract which is treated as a partnership for Tax purposes.

(j) No Acquired Company has elected at any time to be treated as an S corporation within the meaning of Sections 1361 or 1362 of the Code (or any corresponding provisions of state, local or non-U.S. Tax law).

(k) No Acquired Company is a party to or bound by any Tax indemnity agreement, Tax sharing agreement, Tax allocation agreement or similar Contract.

(l) No Acquired Company has been a party to a transaction that is or is substantially similar to a "reportable transaction," as such term is defined in U.S. Treasury Regulations Section 1.6011-4(b)(1), or any other transaction requiring disclosure under analogous provisions of state, local or non-U.S. Tax law. If any Acquired Company has entered into any transaction such that, if the treatment claimed by it were to be disallowed, the transaction would constitute a substantial understatement of U.S. federal income Tax within the meaning of Section 6662 of the Code, then such Acquired Company, as the case may be, believes that it has either (i) substantial authority for the tax treatment of such transaction or (ii) disclosed on its Tax Return the relevant facts affecting the tax treatment of such transaction. No Acquired Company has participated or plans to participate in any Tax amnesty program.

(m) No Acquired Company has ever been a member of an affiliated group filing a consolidated, combined, unitary or similar Tax Return (other than a group the common parent of which is such Acquired Company). No Acquired Company has liability for the Taxes of any Person (other than Taxes of such Acquired Company).

(n) Each Acquired Company has timely withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Service Provider and to any creditor, securityholders of such Acquired Company or other Person. Sellers, the Acquired Companies and their respective Affiliates have properly classified all Service Providers as employees or non-employees for all purposes (including, without limitation, for purposes of the Benefit Plans), and has made all required and appropriate filings and reports in connection with services provided by, and compensation paid to, such Service Providers.

(o) No Acquired Company or any of its predecessors has been a party to any distribution that the parties to which treated as satisfying the requirements of Section 355 of the Code (or any corresponding provisions of state, local or non-U.S. Tax law).

(p) The Company has provided or made available to Buyer all documentation relating to, and is in full compliance with all terms and conditions of, any Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order of a territorial government. The consummation of the transactions contemplated by this Agreement will not have any adverse effect on the continued validity and effectiveness of any such Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order.

(q) No foreign Acquired Company (i) is or was a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code or is treated as a U.S. corporation under Section 7874(b) of the Code; or (ii) was created or organized in the United States such that such entity would be taxable in the United States as a domestic entity pursuant to U.S. Treasury Regulations Section 301.7701-5(a).

(r) As of the Closing Date, no Acquired Company will hold assets which constitute United States property within the meaning of Section 956 of the Code.

(s) Each Acquired Company is in compliance with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology between such Acquired Company and its Subsidiaries. All intercompany agreements have been adequately documented, and such documents have been duly executed in a timely manner. The prices for any property or services (or for the use of any property) provided by or to the Company or any of the other Acquired Companies are arm's-length prices for purposes of all applicable transfer pricing laws, including Section 482 of the Code (or any corresponding provisions of state, local or non-U.S. Tax law).

(t) For the period commencing on the first day of any Straddle Period and ending at the close of business on the Closing Date, no Acquired Company will have any item of income which could constitute subpart F income within the meaning of Section 952 of the Code.

(u) No Acquired Company has participated in or cooperated with, has agreed to participate in or cooperate with, or is participating in or cooperating with any international boycott within the meaning of Section 999 of the Code.

(v) No Acquired Company is, or has been at any time, subject to (i) the dual consolidated loss provisions of Section 1503(d) of the Code (or any corresponding or similar provisions of state, local, or non-U.S. Tax law) or (ii) the overall foreign loss provisions of Section 904(f) of the Code (or any corresponding or similar provisions of state, local, or non-U.S. Tax law).

(w) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, either alone or in combination with another event (whether contingent or otherwise) will result in any "parachute payment" under Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax law).

(x) There is no Contract, agreement, plan (including any Company Benefit Plan) or arrangement which requires (i) any Seller or Affiliate thereof (other than any Acquired Company) to pay a Tax gross-up or reimbursement payment to any Service Provider or (ii) any Acquired Company to pay a Tax gross-up or reimbursement payment to any Person.

Section 3.21 Employees and Employee Benefit Plans.

(a) Section 3.21(a) of the Company Disclosure Schedule sets forth an accurate and complete list of the names, titles, hire dates, service recognition dates, leave status, annual base salary, hourly wage

rate, accrued vacation, sick and paid time off balance or similar entitlements, commission, bonus or other cash incentive opportunity of all Service Providers as of the date of this Agreement, including their employing or engaging entity, principal work location and status as exempt or non-exempt (as applicable). No Service Provider has informed any Acquired Company (whether orally or in writing) of any plan to terminate employment with or services for any such entity, and, to the Knowledge of the Company, no such Person or Persons has any plans to terminate employment with or services for any such entity. Each non-employee Service Provider has entered into customary covenants regarding confidentiality, non-competition and assignment of intellectual property in such Person's agreement with the applicable Acquired Company, a copy of which has been previously delivered to Buyer. No Service Provider is or has ever been domiciled in the United States.

(b) Section 3.21(b) of the Company Disclosure Schedule sets forth an accurate and complete list identifying each Company Benefit Plan. No Acquired Company has any plan or commitment to adopt or enter into any additional Company Benefit Plan or to amend or terminate any existing Company Benefit Plan. The Acquired Companies have entered into written and properly executed contracts in relation to each of the Service Providers employed or engaged by them.

(c) The Company has made available to Buyer accurate and complete copies of (i) all employment agreement, consultancy agreement, service agreement or other similar agreements relating to each Service Provider ("Service Agreements"), (ii) all documents constituting each Company Benefit Plan to the extent currently effective (and written descriptions of all material terms of any Company Benefit Plan that is not in writing), including all amendments thereto and all related trust documents and other funding arrangements, (iii) the three most recent Form 5500 annual reports (or equivalent filings or audits required to be made by Applicable Law and financial statements and other materials attached thereto), if any, required by Applicable Law in connection with each Company Benefit Plan, (iv) if the Company Benefit Plan is funded, the most recent annual and periodic accounting of Company Benefit Plan assets, (v) the most recent summary plan description together with the summary(ies) of material modifications thereto, if any, with respect to each Company Benefit Plan, (vi) all written Contracts relating to each Company Benefit Plan to the extent currently effective, including group insurance contracts, (vii) the most recent Internal Revenue Service determination or opinion letter, or equivalent materials, from the applicable taxing authority with respect to each Company Benefit Plan, if any, (viii) correspondence, including all advisory letters and rulings, compliance statements, closing agreements, or similar materials and copies of any correspondence regarding actual or potential audits or investigations, within the past three years to or from any tax authority or any Governmental Authority relating to any Company Benefit Plan (including all material records, notices and filings concerning any tax authority or other Governmental Authority audits or investigations), and (ix) all non-routine, written communications relating to any Company Benefit Plan and any proposed Company Benefit Plan.

(d) No Acquired Company nor any entity that together with any Acquired Company would be deemed a "single employer" for purposes of Section 4001(b)(1) of ERISA or Sections 414(b), (c) or (m) of the Code (an "ERISA Affiliate") maintains, sponsors, contributes to or reasonably expects to have any liability or obligation under, or within the past six years has maintained, sponsored or contributed to or had any liability or obligation under (i) a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), (ii) a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) subject to Section 412 of the Code or Title IV of ERISA, or any other pension or defined benefit plan, (iii) a multiple employer plan subject to Section 413(c) of the Code, or (iv) a multiple employer welfare arrangement under ERISA.

(e) None of the Company Benefit Plans provide, nor does any Acquired Company have or reasonably expect to have, any obligation to provide retiree medical to any current or former employee, officer, director or consultant of any Acquired Company after termination of employment or service except

as may be required under Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA and the regulations thereunder.

(f) Each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code or Section 401(k) of the Code has received a favorable determination letter from the IRS covering all of the provisions applicable to the Company Benefit Plan for which determination letters are currently available that the Company Benefit Plan is so qualified or is entitled to rely on a favorable opinion letter from the Internal Revenue Service, and to the knowledge of Company, no fact or event has occurred since the date of such determination or opinion letter or letters from the Internal Revenue Service that could reasonably be expected to adversely affect the qualified status of any such Company Benefit Plan. Each trust established in connection with each of the foregoing Company Benefit Plans is exempt from federal income Taxation under Section 501(a) of the Code, and to the knowledge of the Company, no fact or event has occurred that could reasonably be expected to adversely affect the exempt status of any such trust.

(g) There has not been any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) nor any reportable events (within the meaning of Section 4043 of ERISA) with respect to any Company Benefit Plan that could reasonably be expected to result in material liability to any Acquired Company. There have been no acts or omissions by any Acquired Company or any ERISA Affiliate that have given or could reasonably be expected to give rise to any material fines, penalties, Taxes or related charges under Sections 502 or 4071 of ERISA or Section 511 or Chapter 43 of the Code for which the Company, any Acquired Company, or any ERISA Affiliate may be liable.

(h) Each Acquired Company and each ERISA Affiliate have each complied in all material respects with the notice and continuation coverage requirements, and all other requirements, of Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA, and the regulations thereunder, with respect to each Company Benefit Plan that is, or was during any Tax year for which the statute of limitations on the assessment of federal income Taxes remains open, by consent or otherwise, a group health plan within the meaning of Section 5000(b)(1) of the Code.

(i) Each Acquired Company, and each Company Benefit Plan that is a "group health plan" as defined in Section 733(a)(1) of ERISA (each, a "Health Plan") is and has been in compliance, in all material respects, with the Patient Protection and Affordable Care Act of 2010 ("PPACA"), and no event has occurred, and no condition or circumstance exists, that could reasonably be expected to subject any Acquired Company, any ERISA Affiliate, or any Health Plan to any material liability for penalties or excise Taxes under Code Section 4980D or 4980H or any other provision of the PPACA.

(j) Each Company Benefit Plan that constitutes a nonqualified deferred compensation plan subject to Section 409A of the Code has been administered and operated in compliance in all material respects with the provisions of Section 409A of the Code and the Treasury Regulations thereunder, and no additional Tax under Section 409A(a)(1)(B) of the Code has been or could reasonably be expected to be incurred by a participant in any such Company Benefit Plan.

(k) Each Company Benefit Plan maintained, or contributed to, by a Acquired Company or any ERISA Affiliate under the Applicable Law or applicable custom or rule of the relevant jurisdiction outside of the United States (each such Company Benefit Plan, a "Foreign Plan") is listed in Section 3.21(k) of the Company Disclosure Schedule. Each such Foreign Plan (i) is in material compliance with the provisions of Applicable Law of each jurisdiction in which such Foreign Plan is maintained, (ii) has been administered in all material respects at all times in accordance with its terms and Applicable Laws, and (iii) has obtained from the Governmental Authority having jurisdiction with respect to such Foreign Plan any required determinations, if any, that such Foreign Plan is in compliance in all material respects with the Applicable Laws of the relevant jurisdiction if such determinations are required in order to give effect to such Foreign

Plan. No Foreign Plan has unfunded liabilities that will not be offset by insurance or that are not fully accrued on the financial statements of the Company.

(l) Each Acquired Company has performed all obligations required to be performed by such entity thereunder, is not in default or violation of, and no such entity has any Knowledge of any default or violation by any other party to, any Company Benefit Plan or any Applicable Law relating to employment in any jurisdiction in which any Acquired Company has an employee. Each Company Benefit Plan has been established, operated, funded and maintained in accordance with its terms and in compliance in all material respects with Applicable Law.

(m) Except for the Option Consideration, the consummation of the Sale and the other transactions contemplated by this Agreement will not (either alone or together with any other event, including a subsequent termination of employment or service) entitle any current or former Service Provider to (i) any acceleration of the time of payment or vesting of any equity award, compensation or benefit, (ii) any payment or funding (through a grantor trust or otherwise) of compensation or benefits or (iii) any increase of any compensation or benefits payable to any Service Provider, whether under any Company Benefit Plan or otherwise. Except as set forth in Section 3.21(m) of the Company Disclosure Schedule, the consummation of the Sale and the other transactions contemplated by this Agreement will not and does not (either alone or together with any other event, including a subsequent termination of employment or service) require consultation with, or consent of, any individual or entity.

(n) Section 3.21(n) of the Company Disclosure Schedule sets forth an accurate and complete list of (i) all of the Contracts which give rise to an obligation to make or set aside amounts payable to or on behalf of the Service Providers as a result of the transactions contemplated by this Agreement and/or any subsequent employment termination, accurate and complete copies of which have been previously made available to Buyer and (ii) the maximum aggregate amounts so payable to each such individual as a result of the transactions contemplated by this Agreement and/or any subsequent employment termination.

(o) There has been no amendment to, written interpretation or announcement (whether or not written) by any Acquired Company relating to, or change in employee participation or coverage under, a Company Benefit Plan which could increase materially the expense of maintaining such Company Benefit Plan above the level of the expense incurred in respect thereof for the most recent year ending prior to the date of this Agreement.

(p) All contributions, premiums and payments related to each Company Benefit Plan have been timely discharged and paid in full on or prior to the date of this Agreement or, to the extent not yet due, properly reflected as a liability on the Balance Sheet in accordance with the terms of the applicable Company Benefit Plan and all Applicable Law.

(q) There is no Proceeding pending against or involving or, to the Knowledge of the Company, threatened against or involving, any Company Benefit Plan (other than routine claims for benefits which have not been disputed by the Acquired Companies). No Acquired Company, and no Company Benefit Plan or any fiduciary thereof is the subject of an audit or investigation by any tax authority or other Governmental Authority, nor is any such audit or investigation pending or, to the Knowledge of the Company, threatened.

(r) Each Service Provider that has been classified as a consultant or independent contractor and not an employee has been properly classified as such and none of the Acquired Companies has any liability or obligations, including under or on account of any Company Benefit Plan or due to Applicable Laws, arising out of the hiring or retention of current or former Service Providers and treating such Persons as consultants or independent contractors and not as employees. The Acquired Companies have not

extended any employee related benefits to such consultants or independent contractors, and such consultants and independent contractors are only entitled to the receipt of fees (and not salary or other employment compensation) from the Acquired Companies.

(s) No Acquired Company is or has at any time been a party to or subject to, nor is any Acquired Company currently negotiating in connection with entering into, any collective bargaining agreement or other contract or understanding with a labor board, union, works council or other employee association or organization or Governmental Authority with respect to labor matters, in any case, covering or relating to any Service Providers. No Acquired Company is or has at any time been a member of an employees' association or concluded any agreements with a union, in any case, covering or relating to any Service Providers. No Acquired Company has experienced any strike, slowdown, work stoppage, picketing, lockouts, lay-offs or other organized work interruption with respect to any Service Providers during the past three years, nor, to the Knowledge of the Company, are any such strikes, slowdowns, work stoppages, picketings, lockouts, lay-offs or other organized work interruptions threatened. There are no labor unions or other organizations representing, purporting to represent and, to the Knowledge of the Company, no union organization campaign is in progress with respect to, any Service Providers. There are no unfair labor practice charges pending before any Governmental Authority, any grievances, complaints, claims or judicial or administrative proceedings, in each case, which are pending or, to the Knowledge of the Company, threatened by or on behalf of any Service Providers.

(t) Each Acquired Company is in compliance with all Applicable Laws regarding employment, employment practices and processes (including those governing anti-sexual harassment measures and equal opportunity), terms and conditions of employment, employee safety and health, data privacy, immigration status, leave entitlements, wages and hours, and termination processes, and in each case, with respect to Service Providers (i) is not liable for any arrears of wages, severance pay or any Taxes or any penalty for failure to comply with any of the foregoing and (ii) is not liable for arrears of, or for any delay in making any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (in each case, other than routine payments to be made in the normal course of business and consistent with past practice and which are paid in full and on time). There are no controversies pending, or to the Knowledge of the Company, threatened between any Acquired Company and any Service Provider that could result in a Proceeding. The consummation of the Sale and the other transactions contemplated by this Agreement shall not (i) prevent any Service Provider from performing his/her services as required under any applicable Service Agreement or (ii) result in the termination or suspension of the work authorizations of the Service Providers of the Acquired Company.

(u) There are no material liabilities, whether contingent or absolute, of any Acquired Company relating to workers' compensation benefits that are not fully insured against by a bona fide third-party insurance carrier. With respect to each Company Benefit Plan and with respect to each state workers' compensation arrangement that is funded wholly or partially through an insurance policy or public or private fund, all premiums required to have been paid to date under such insurance policy or fund have been paid.

(v) No Acquired Company contributes to any scheme, arrangement or agreement for the provision of any pension, retirement, ill health or death benefit relating to any Service Providers or those claiming or entitled to claim through them nor is it under any obligation to do so.

(w) No works council, employee representative or other similar bodies under Applicable Law has been established at any Acquired Company and no works agreements, reconciliation of interests or social plans apply at any Acquired Company or any Affiliate thereof, in any case, covering or relating to any Service Providers.

(x) To the Knowledge of the Company, no Service Provider is in violation of any term of any employment agreement, noncompetition agreement, or any restrictive covenant to a former employer relating to the right of any such Service Provider to be employed by any Acquired Company because of the nature of the business conducted or presently proposed to be conducted by any such Person (including an Acquired Company or any Affiliate thereof) or to the use of trade secrets or proprietary information of others.

(y) None of the Acquired Companies or any of the Sellers or their respective Affiliates have made any loan or provided any advance to any Service Provider or any of their Affiliates.

(z) There has not been since January 1, 2018, nor are there currently, any Proceedings or internal investigations or inquiries conducted by any Acquired Company, any of their respective boards of directors or managers or any committee thereof (or any Person at the request of any of the foregoing) concerning any financial, accounting, Tax, conflict of interest, illegal activity, fraudulent or deceptive conduct, discrimination/harassment, whistleblowing or other misfeasance or malfeasance issues with respect to any current or former Service Provider.

Section 3.22 Environmental Matters.

(a) Except as would not reasonably be expected to be, individually or in the aggregate, material to any Acquired Company:

(i) no notice, notification, demand, request for information, citation, summons or order has been received by any Acquired Company, no complaint has been filed, no penalty has been assessed, and no Proceeding (or any basis therefor) is pending or, to the Knowledge of the Company, is threatened by any Governmental Authority or other Person relating to any Acquired Company and relating to or arising out of any Environmental Law;

(ii) each Acquired Company is, and has at all times since January 1, 2018, been, in material compliance with all Environmental Laws and all Environmental Permits; and

(iii) there are no liabilities or obligations of any Acquired Company of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise arising under or relating to any Environmental Law or any Hazardous Substance and, to the Knowledge of the Company, there is no condition, situation or set of circumstances that could reasonably be expected to result in or be the basis for any such liability or obligation.

(b) There has been no environmental investigation, study, audit, test, review or other analysis conducted of which the Company has Knowledge in relation to the current or prior business of any Acquired Company or any property or facility now or previously owned or leased by any Acquired Company that has not been delivered to Buyer.

(c) For purposes of this Section 3.22, the term "Company" shall include any entity that is, in whole or in part, a predecessor of the Company.

Section 3.23 Customers and Suppliers.

(a) Section 3.23(a) of the Company Disclosure Schedule sets forth a list of (i) the top fifteen (15) customers of the Acquired Companies (including distributors) based on the dollar amount of consolidated revenues earned by the Acquired Companies for calendar year 2020 and (ii) to the extent not already covered by clause (i), any other customer or distributor of an Acquired Company which generated

aggregate revenue to the business of the Acquired Companies of at least $100,000 in calendar year 2020 (each, a "Material Customer"), and the revenues generated from such Material Customers.

(b) Section 3.23(b) of the Company Disclosure Schedule sets forth a list of suppliers, vendors, service providers and other similar business relations of the Company which generated aggregate expenses to the business of the Acquired Companies of at least $100,000 in calendar year 2020 (collectively, "Material Suppliers"), and the amount of expenses attributable to each such Material Supplier.

(c) Except as set forth on Section 3.23(c) of the Company Disclosure Schedule, no Material Customer or Material Supplier has given any Acquired Company or any of their respective Affiliates, officers, directors, managers, employees, agents or Representatives, notice that it intends to stop or materially alter its business relationship with any Acquired Company (whether as a result of the consummation of the transactions contemplated by this Agreement or otherwise), or has during the past twelve months decreased materially, or threatened to decrease or limit materially, its supply of services or products to, or purchase of products or services from the Acquired Companies. Except as set forth on Section 3.23(c) of the Company Disclosure Schedule, since the Balance Sheet Date, there has not been any termination of, or modification, amendment or change to, any business relationship maintained by the Acquired Companies with any Material Customers or Material Suppliers. To the Company's Knowledge, (i) no Material Customer or Material Supplier intends to cancel or otherwise substantially modify its relationship with any Acquired Company or to decrease or limit materially, its supply of services or products to, or purchase of products or services from, any Acquired Company, (ii) no Material Customer or Material Supplier has advised any Acquired Company of any material problem or dispute with any Material Customer or Material Supplier, (iii) no Material Customer or Material Supplier is or will be the subject of any voluntary or involuntary bankruptcy, solvency or other similar proceeding, (iv) the transactions contemplated by this Agreement will not adversely affect the relationship of any Acquired Company with any Material Customer or Material Supplier, and (v) no Material Supplier expects in the foreseeable future any material difficulty in obtaining, in the quantity and quality and at a price consistent with past practices, the materials or services required for the provision of the Acquired Companies' products and services.

Section 3.24 Affiliate Transactions. No director, officer, employee, Affiliate (which for purposes of this Section 3.24 shall include any stockholder of such Seller that owns more than 5% of the outstanding equity securities of such Seller) or "associate" or members of any of their "immediate family" (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of any Acquired Company (each of the foregoing, a "Related Person"), other than in its capacity as a director, officer or employee of an Acquired Company (a) has entered into any Contract involving any Acquired Company that remains in effect, (b) directly or indirectly owns, or otherwise has any right, title, interest in, to or under, any property or right, tangible or intangible, that is used by any Acquired Company or otherwise related to the business of the Acquired Companies, (c) is engaged, directly or indirectly, in any business that competes with the business of the Acquired Companies, (d) has any claim or right against any Acquired Company (other than rights to receive compensation for services performed as a director, officer or employee of an Acquired Company and other than rights to reimbursement for travel and other business expenses incurred in the ordinary course), (e) owes any money to any Acquired Company or is owned money from any Acquired Company (other than amounts owed for compensation or reimbursement pursuant to clause (d) above) or (f) provides services to any Acquired Company (other than services performed as a director, officer or employee of any Acquired Company) or is dependent on services or resources provided by any Acquired Company. In addition, to the Knowledge of the Company, no Related Person has an interest in any Person that competes with the business of the Acquired Companies in any market presently served by an Acquired Company (except for ownership of less than one percent of the outstanding capital stock of any corporation that is publicly traded on any recognized stock exchange or in the over-the-counter market).

Section 3.25 Anticorruption Laws. Neither the Acquired Companies, nor any director, manager, officer, employee, or any distributor, reseller, consultant, agent or other third party acting on behalf of any Acquired Company, has provided, attempted to provide, or authorized the provision of anything of value (including payments, meals, entertainment, travel expenses or accommodations, or gifts), directly or indirectly, to any person, including a "foreign official," as defined by the United States Foreign Corrupt Practices Act ("FCPA"), which includes employees or officials working for state-owned or controlled entities, a foreign political party or candidate, any individual employed by or working on behalf of a public international organization for the purpose of corruptly (i) obtaining or retaining business for or with, or directing business to, any person; (ii) influencing any act or decision of a foreign government official in his or her official capacity; (iii) inducing a foreign government official to do or omit to do any act in violation of his/her lawful duties; or (iv) securing any improper advantage in violation of the FCPA or the PCA or any applicable local, domestic, or international anticorruption laws. None of the Acquired Companies, nor any of their respective directors, managers, officers, employees or agents acting on behalf of any Acquired Company has used any corporate funds to maintain any off-the-books funds or engage in any off-the-books transactions nor has any of the before stated parties falsified any documents of the Acquired Companies. None of the Acquired Companies have made any provisions to any person (including foreign government officials) that would constitute an improper rebate, commercial bribe, influence payment, extortion, kickback, or other improper payment in violation of the FCPA, PCA, or any other applicable anticorruption law. None of the Acquired Companies have conducted any internal or government-initiated investigation, or made a voluntary, directed, or involuntary disclosure to any governmental body or similar agency with respect to any alleged act or omission arising under or relating to any noncompliance with any anticorruption law, including the FCPA and PCA. Upon request, the Company agrees to provide Buyer with anticorruption law certifications and agree to permit access to applicable books and records.

Section 3.26 Bank Accounts. Section 3.26 of the Company Disclosure Schedule sets forth a complete and correct list of (a) all banks or other financial institutions with which any Acquired Company has an account or maintain a safe deposit box, showing the account numbers and names of the persons authorized as signatories with respect thereto and (b) the names of all Persons holding powers of attorney from any Acquired Company, complete and correct copies of which have been made available to Buyer. The Acquired Companies have furnished to Buyer true and complete copies of any agreements setting forth the terms of any lines of credit available to the Acquired Companies.

Section 3.27 Finders' Fees. Except for Sandfox Advisors, whose fees and expenses shall be treated as a Company Transaction Expense hereunder, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of any Acquired Company who might be entitled to any fee or commission from any Acquired Company or any of their Affiliates in connection with the transactions contemplated by this Agreement.

Section 3.28 Additional Indian 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 transfer of the India Sub occurs pursuant to the Local Transfer Agreement.

(b) The Company is a tax resident of United States of America for the entire financial year in which completion of the transfer of the India Sub pursuant to the Local Transfer Agreement 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 the India Sub as 'Investments' in its books of accounts and such equity shares of the India Sub are not held as stock-in-trade and all gains accruing on sale of such equity shares of the India Sub 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 the India Sub 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 India Tax Proceeding initiated, pending or subsisting against the Company that can adversely affect the transfer of the equity shares of the India Sub under Section 281 of the IT Act. There are no inquiries or investigations or India Tax Proceedings against the Company under the provisions of the IT Act that could necessitate obtaining a certificate from the relevant India 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 Five 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.

Section 3.29 PPP Loan. The PPP Loan was obtained in accordance with all Applicable Laws and complies with all eligibility requirements under Applicable Laws. The applications submitted by the Company to the PPP Lender, both to obtain the PPP Loan and to obtain forgiveness of the PPP Loan, were accurate and complete and complied with all Applicable Laws. Neither the Company nor any of the Sellers has received notice from any Governmental Authority asserting or threatening that the PPP Loan is not or may not be eligible for forgiveness in full or that the PPP Loan does not comply with Applicable Laws and requirements. The Company has not used any portion of the PPP Loan for any purpose that would render any portion of the PPP Loan ineligible for forgiveness under the Small Business Administration Paycheck Protection Program. The PPP Loan has been fully forgiven with no further liabilities or obligations on the part of the Company.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Each Seller hereby severally (and not jointly and severally) represents and warrants to Buyer that:

Section 4.01 Existence and Power. In respect of each Seller that is an entity, such Seller is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all powers and all governmental licenses, authorizations, permits, consents and approvals required to carry out the transactions contemplated hereby. Each Seller has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by such Seller, the performance by such Seller of its obligations hereunder, and the consummation by such Seller of the

transactions contemplated by this Agreement, have been duly authorized by all required action on the part of such Seller, and no other action on the part of such Seller is necessary to authorize the execution and delivery of this Agreement by such Seller, the performance by such Seller of its obligations hereunder or the consummation by such Seller of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by such Seller and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as such enforceability may be subject to (a) the effect of any Applicable Law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights and relief of debtors generally and (b) the effect of rules of law and general principles of equity, including rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.02 Authorization. Such Seller has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by such Seller of this Agreement have been duly authorized by all necessary action on the part of such Seller. This Agreement has been duly executed and delivered by such Seller and, assuming due authorization, execution and delivery of this Agreement by the other parties to this Agreement, constitutes the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 4.03 Governmental Authorization. The execution, delivery and performance by such Seller of this Agreement and the consummation by such Seller of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority.

Section 4.04 Non-contravention. The execution, delivery and performance by such Seller of this Agreement and the consummation of the transactions contemplated hereby do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the organizational documents of such Seller, (b) contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (c) require any consent or other action by any Person under, result in a breach of, constitute a default, or an event that, with or without notice or lapse of time or both, would result in a breach of, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which any Acquired Company is entitled under any provision of any Contract binding upon such Seller, or under which any of the assets of such Seller is bound or affected, or any license, franchise, permit, certificate, approval or other similar authorization affecting, or relating in any way to, the assets or business of such Seller or (d) result in the creation or imposition of any Lien on any asset of such Seller.

Section 4.05 Ownership of Units; Title. Such Seller is the sole record and beneficial owner of the number of Units listed next to such Seller's name in Schedule 4.05. Other than as set forth on Schedule 4.05, such Seller owns no equity interest (or any right to acquire any equity interest) in any Acquired Company. Such Seller has, and shall transfer to Buyer at the Closing, good and marketable title to the Units free and clear of all Liens except for (i) Liens created by this Agreement and (ii) Liens arising under applicable United States federal or state securities laws. Other than this Agreement, there are no voting trusts, voting agreements, proxies, first refusal rights, first offer rights, co-sale rights, options, transfer restrictions or other agreements, instruments or understandings of any nature with respect to the voting, transfer or disposition of the capital stock of the Company or any of its Subsidiaries. There is no India 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 any Acquired Company under Section 281 of the IT Act, and there are no inquiries or investigations or India Tax Proceedings against such Seller under the provisions of the

IT Act that could necessitate obtaining a certificate from the relevant India Tax Authority under Section 281 of the IT Act.

Section 4.06 Ownership of Company Assets. Such Seller does not own any Intellectual Property Rights, or any other property or asset, that is used by any Acquired Company, nor does such Seller own (whether solely or jointly), or have any rights to or under, any Company IP or any other property or asset of any Acquired Company.

Section 4.07 Tax Matters. Such Seller has had an opportunity to review with his, her or its own tax advisors the tax consequences of the Sale and the other transactions contemplated by this Agreement. Such Seller understands that he, she or it must rely solely on his, her or its advisors and not on any statements or representations made by Buyer, the Company or any of their Affiliates, agents, representatives or advisors. Such Seller understands that the Sellers (and not Buyer, the Company or any of their Affiliates) shall be responsible for any tax liability for the Sellers that may arise as a result of the Sale or the other transactions contemplated by this Agreement.

Section 4.08 Solvency. Each Seller is solvent and not subject to any bankruptcy, winding-up, liquidation, judicial management or any other similar process in any jurisdiction.

Section 4.09 Investment in the India Sub. Each Seller who is a resident of India acknowledges and agrees that, since the acquisition by such Seller of Units of the Company, such Seller has not further invested any money invested by such Seller for subscription of any securities in the Company, into the India Sub. 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 5.
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller and the Company that:

Section 5.01 Existence and Power. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation. Buyer has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Buyer, the performance by Buyer of its obligations hereunder, and the consummation by Buyer of the transactions contemplated by this Agreement, have been duly authorized by all required action on the part of Buyer, and no other action on the part of Buyer is necessary to authorize the execution and delivery of this Agreement by Buyer, the performance by Buyer of its obligations hereunder or the consummation by Buyer of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be subject to (a) the effect of any Applicable Law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights and relief of debtors generally and (b) the effect of rules of law and general principles of equity, including rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.02 Authorization. Buyer has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and

performance by Buyer of this Agreement have been duly authorized by all necessary action on the part of Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 5.03 Governmental Authorization. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority by the Buyer, other than any filings any actions or filings the absence of which would not be reasonably expected to materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 5.04 Non-contravention. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Buyer or (b) assuming compliance with the matters referred to in Section 5.03, contravene, conflict with or result in a violation or breach by the Buyer of any provision of any material Applicable Law.

Section 5.05 Sufficient Funds. At the Closing, Buyer will have sufficient cash to pay the Aggregate Cash Consideration, the Signing Bonus Amount and the Retention Bonus Amount.

Section 5.06 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer who might be entitled to any fee or commission from Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement.

ARTICLE 6.
COVENANTS OF THE SELLERS AND THE COMPANY

Section 6.01 Conduct of the Company. From the date of this Agreement until the earlier of the Closing and the termination of this Agreement in accordance with its terms (such period being hereinafter referred to as the "Interim Period"), the Company shall, and shall cause each other Acquired Company to, conduct its business in the ordinary course consistent with past practice and use its commercially reasonable efforts to (i) preserve intact its present business organization, (ii) maintain in effect all of its Permits, (iii) keep available the services of officers, employees and consultants of the Acquired Companies, (iv) maintain satisfactory relationships with the customers, lenders, suppliers, licensors and licensees of the Acquired Companies and others having material business relationships with them and (v) comply with Applicable Law. Without limiting the generality of the foregoing, except as expressly contemplated by this Agreement or pursuant to the written consent of Buyer, during the Interim Period, the Company shall not, and shall cause the other Acquired Companies not to:

(a) amend its constituent documents (whether by merger, consolidation or otherwise);

(b) declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of any Company Securities, or securities of any other Acquired Company, or redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any Company Securities, or securities of any other Acquired Company;

(c) (i) issue, transfer, deliver, sell, pledge or otherwise encumber or authorize the issuance, transfer, delivery, sale or pledge of, any Company Securities, or securities of any other Acquired

Company (other than the issuance of any Company Class A Units upon the exercise of Company Options that are outstanding as of the date of this Agreement in accordance with their terms in effect as of the date of this Agreement (subject to the execution by the holder of any such exercised Company Option of a joinder to this Agreement as a Seller hereunder in a form reasonably satisfactory to Buyer)) or (ii) amend any term of any Company Security, or securities of any other Acquired Company (whether by merger, consolidation or otherwise) including an amendment of a Company Option to provide for the acceleration of vesting as a result of the Sale or a termination of employment or serviced related to the Sale;

(d) make any capital expenditures or incur any obligations or liabilities in respect thereof, except for any budgeted capital expenditures and other unbudgeted capital expenditures not to exceed $10,000 individually or $20,000 in the aggregate; provided that with respect to India Sub, such limit shall be INR 500,000 individually or INR 1,000,000 in the aggregate;

(e) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any assets, securities, properties, interests or businesses;

(f) sell, lease, license, assign or otherwise transfer, or create or incur any Lien (other than Permitted Liens) on, any of the assets, securities, properties, interests or businesses of any of the Acquired Companies (including Company Owned IP and other intangible assets), other than sales and licenses of Company Products in the ordinary course of business consistent with past practice;

(g) enter into any agreements with new customers for use of Company Products, including any pilots;

(h) transfer or license from any Person any rights to any material Technology (other than Standard Software) or any material Intellectual Property Right;

(i) dispose of, fail to maintain, or allow to lapse, or abandon, including by failure to pay the required fees in any jurisdiction, any Intellectual Property Rights used in, held for use in or otherwise material to the business of any Acquired Company, other than in the ordinary course consistent with past practice regarding Intellectual Property Rights that are not material to the conduct of the business of any Acquired Company, or permit to enter into the public domain any material trade secrets included in the Company Owned IP;

(j) make any loans, advances or capital contributions to, or investments in, any other Person, other than in the ordinary course of business consistent with past practice;

(k) make any payments to any Related Person;

(l) create, incur, assume, suffer to exist or otherwise be liable with respect to any Indebtedness;

(m) modify, amend, cancel, terminate or waive any rights under any Material Contract, enter into any Contract that would have been a Material Contract had it been entered into prior to the date of this Agreement, or otherwise waive, release or assign any material rights, claims or benefits of any Acquired Company;

(n) other than as required by Applicable Law or terms of any Benefits Plan as in effect as of the date hereof: (i) grant or increase, or commit to grant or increase, any form of compensation or benefits payable to any director, officer, advisor, consultant, independent contractor or employee of the Company, including, without limitation, pursuant to any Company Benefit Plan, (ii) adopt, enter into,

modify or terminate any Company Benefit Plan, (iii) accelerate the vesting or payment or any compensation or benefits under any Company Benefit Plan, (iv) grant any equity or equity-linked awards or other severance, transaction, bonus, commission or other incentive compensation to any director, officer, advisor, consultant, independent contractor or employee of the Company, or (v) terminate hire, promote or terminate any employee, officer, director, advisor, consultant or independent contractor of the Company;

(o) enter into any collective bargaining agreement or recognize any union as a collective bargaining representative for any employee of the Company;

(p) change the Acquired Companies' methods of accounting or accounting practices, except as required by concurrent changes in GAAP, as agreed to by the Acquired Companies' certified public accountants;

(q) commence, settle, or offer or propose to settle, (i) any Proceeding involving or against any Acquired Company, (ii) any shareholder litigation or dispute against any Acquired Company or any of its officers, directors or managers or (iii) any Proceeding that relates to the transactions contemplated hereby;

(r) make or change any Tax election; settle or compromise any claim, notice, audit report or assessment in respect of Taxes; enter into any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement, pre-filing agreement, advance pricing agreement, cost sharing agreement or closing agreement relating to any Tax; file any Tax Return inconsistent with past practice; amend any Tax Return; surrender or forfeit any right to claim a Tax refund; or consent to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment;

(s) form or acquire any Subsidiaries;

(t) (i) write up, write down, or write off the book value of any of its assets or (ii) accelerate, delay, change or modify any credit collection and payment policies, procedures or practices (including any acceleration in the collection of receivables or delay in the payment of payables);

(u) liquidate, dissolve or effect a recapitalization or reorganization in any form of transaction; or

(v) agree, resolve or commit to do any of the foregoing.

Section 6.02 No Solicitation; Other Offers. During the Interim Period, none of the Sellers or the Company shall, and shall cause each of its Representatives and each of the other Acquired Companies (and each of their respective Representatives) not to, directly or indirectly, (i) solicit, initiate, facilitate, support, seek, induce, entertain or encourage, or take any action to solicit, initiate, facilitate, support, seek, induce, entertain or encourage any inquiries, announcements or communications relating to, or the making of any submission, proposal or offer that constitutes or that would reasonably be expected to lead to, an Acquisition Proposal, (ii) enter into, participate in, maintain or continue any discussions or negotiations relating to, any Acquisition Proposal with any Person other than Buyer, (iii) furnish to any Person other than Buyer any information that any of the Sellers or the Company believes or should reasonably know would be used for the purposes of formulating any inquiry, expression of interest, proposal or offer relating to an Acquisition Proposal, or take any other action regarding any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal or (iv) accept any Acquisition Proposal or enter into any agreement, arrangement or understanding (whether written or oral) providing for the consummation of any transaction contemplated by any Acquisition Proposal or otherwise relating to any Acquisition Proposal. The Sellers and the Company shall, and shall cause each of

its Representatives and each of the other Acquired Companies (and each of their respective Representatives) to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Persons conducted prior to or on the date of this Agreement with respect to any Acquisition Proposal, and shall promptly (and in any event within 24 hours) provide Buyer with: (i) an oral and a written description of any expression of interest, inquiry, proposal or offer relating to a possible Acquisition Proposal, or any request for information that could reasonably be expected to be used for the purposes of formulating any inquiry, proposal or offer regarding a possible Acquisition Proposal, that is received by any of the Sellers or any Acquired Company or any Representatives of the Sellers or any Acquired Company from any Person (other than Buyer), including in such description the identity of the Person from which such expression of interest, inquiry, proposal, offer or request for information was received (the "Other Interested Party") and (ii) a copy of each written communication and a complete summary of each other communication transmitted on behalf of the Other Interested Party or any of the Other Interested Party's Representatives to any of the Sellers or any Acquired Company or any Representatives of the Sellers or any Acquired Company or transmitted on behalf of any of the Sellers or any Acquired Company or any Representatives of the Sellers or any Acquired Company to the Other Interested Party or any of the Other Interested Party's Representatives. Promptly following the execution of this Agreement, each of the Sellers and the Company shall deliver written notices to request the return or destruction of all confidential information to all Persons (except for Buyer) with such return or destroy obligations under non-disclosure or similar agreements (except for such non-disclosure or similar agreements that do not relate to a potential Acquisition Proposal, financing of the Acquired Companies or similar transaction).

Section 6.03 Access to Information. During the Interim Period, each Seller and the Company shall and shall cause each of the Acquired Companies to (a) give Buyer and its Representatives reasonable access to the offices, properties, books and records of the Acquired Companies, (b) furnish to Buyer and its Representatives such financial and operating data and other information relating to the Acquired Companies as such Persons may reasonably request and (c) instruct the Service Providers, counsel and financial advisors of the Acquired Companies to cooperate with Buyer in its investigation of the Acquired Companies. Any investigation pursuant to this Section 6.03 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Acquired Companies; provided, however, that the Sellers and the Company may restrict or otherwise prohibit access to such documents or information to the extent that (i) any Applicable Law requires such Seller or the Company to restrict or otherwise prohibit access to such documents or information, (ii) access to such documents or information would give rise to a material risk of waiving any attorney-client privilege, work product doctrine or other privilege applicable to such documents or information or (iii) access to a Contract to which a Seller or the Company is a party or otherwise bound would give a third party the right to terminate or accelerate the rights under, such Contract; and *provided further*, however, that no information or knowledge obtained by Buyer or its Representatives in any investigation conducted pursuant to the access contemplated by this Section 6.03 shall affect or be deemed to modify any representation or warranty of the Sellers or the Company set forth in this Agreement or otherwise impair the rights and remedies available to Buyer hereunder.

Section 6.04 Notices of Certain Events. During the Interim Period, the Company shall promptly notify Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any Governmental Authority (i) delivered in connection with the transactions contemplated by this Agreement or (ii) indicating that a Permit has been revoked or is about to be revoked or that a Permit is required in any jurisdiction in which such Permit has not been obtained, which revocation or failure to obtain has had or would reasonably be expected to be material to the Acquired Companies;

(c) any Proceeding commenced or, to the Knowledge of the Company, threatened against, relating to or involving or otherwise affecting any Acquired Company, that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.11 or Section 3.15, or that relates to the consummation of the transactions contemplated by this Agreement;

(d) any actual or suspected unauthorized intrusions or breaches of the security of any of the IT Systems or any unauthorized access or use of any Personal Data or other information stored or contained therein or accessed or processed thereby or that has resulted in the destruction, damage, loss, corruption, alteration or misuse of any such Personal Data;

(e) receipt, within a seven calendar day period, of ten or more requests from consumers for information pertaining to them in Company's records;

(f) any inaccuracy in or breach of any representation, warranty or covenant contained in this Agreement; and

(g) any event, condition, fact or circumstance that would make the timely satisfaction of any of the conditions set forth in Article 9 impossible or unlikely;

No such notice shall be deemed to supplement or amend the Company Disclosure Schedule for the purpose of (i) determining the accuracy of any of the representations and warranties made by each Seller and Company in this Agreement, or (ii) determining whether any condition set forth in Article 9 has been satisfied.

Section 6.05 Consideration Spreadsheet. Promptly following the determination of Aggregate Cash Consideration pursuant to Section 2.02(a) and no later than three Business Days prior to the Closing Date, the Company shall prepare and deliver to Buyer a spreadsheet in the form of Exhibit D (the "Consideration Spreadsheet"), certified by the Chief Executive Officer of the Company, accurately and completely setting forth the information requested therein as of the Closing.

Section 6.06 Payoff Letters and Invoices. The Company shall obtain and deliver to Buyer no later than five Business Days prior to the Closing Date, an accurate and complete copy of: (a) with respect to each item of Indebtedness of an Acquired Company, a payoff letter (each, a "Payoff Letter"), dated no more than five Business Days prior to the Closing Date, from the lender or holder of such Indebtedness specifying the amounts payable to such lender to (i) fully satisfy such Indebtedness as of the Closing and (ii) terminate and release any Liens related thereto; and (b) with respect to each item of Unpaid Company Transaction Expenses, a final invoice (each, an "Invoice"), dated no more than five Business Days prior to the Closing Date, specifying the total amount required to be paid to fully satisfy such Unpaid Company Transactions Expenses as of the Closing Date.

Section 6.07 Release. As a material inducement to Buyer's willingness to enter into and perform this Agreement and to purchase the Units for the consideration to be paid or provided to the Sellers in connection with such purchase, as of the Closing, each Seller, on its behalf and on behalf of its Affiliates and its and their respective successors and assigns (each, a "Releasor"), does hereby irrevocably and unconditionally agrees and covenants not to sue or prosecute against any Acquired Company, Buyer or any of its and their respective Representatives, Affiliates, equityholders, directors, members, managers, employees, agents, officers successors and assigns (each, a "Releasee") and hereby forever waives, releases and discharges, to the fullest extent permitted by Applicable Law each Releasee from any and all Proceedings or liability whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against any or all of the Releasees, solely to the extent based on facts, whether or not now known,

existing on or before the Closing Date and solely to the extent relating to the Acquired Companies or their respective businesses; provided, however, that nothing contained herein shall operate to release, waive or discharge any obligation of Buyer, or otherwise restrict or limit any rights of any of the Sellers, arising under this Agreement or any documents or instruments delivered in connection herewith. A release to the effect of the foregoing, effective as of Closing, shall be provided as an element of the Option Acknowledgement and delivered by each significant Seller identified by Buyer.

ARTICLE 7.
ADDITIONAL COVENANTS OF THE PARTIES

Section 7.01 Reasonable Best Efforts.

(a) Each Seller and the Company shall use reasonable best efforts to cause the conditions set forth in Sections 9.01 and 9.02 to be satisfied on a timely basis, and Buyer shall use reasonable best efforts to cause the conditions set forth in Sections 9.01 and 9.03 to be satisfied on a timely basis.

(b) In furtherance of, and not in limitation of Section 7.01(a), as promptly as practicable after the execution of this Agreement, the Company shall (and shall cause each Acquired Company to) (i) make all filings and give all notices that are or may be required to be made and given by it in connection with the transactions contemplated by this Agreement and (ii) use reasonable best efforts to obtain all Consents which are or may be required to be obtained (pursuant to any Applicable Law, Contract, or otherwise) by it in connection with the transactions contemplated by this Agreement. The Company shall (and shall cause each Acquired Company to), upon request of Buyer and to the extent permitted by Applicable Law or applicable Contract, promptly deliver to Buyer a copy of each such filing made, each such notice given and each such Consent obtained by it.

Section 7.02 Confidentiality; Public Announcements.

(a) Buyer and the Company hereby acknowledge and agree to continue to be bound by the confidentiality provisions set forth in the Confidentiality Agreement.

(b) None of the Sellers or the Company shall, and each Seller and the Company shall cause each their respective Affiliates and Representatives not to, directly or indirectly, issue any press release or other public statement relating to the terms of this Agreement or the transactions contemplated hereby or use Buyer's name or refer to Buyer directly or indirectly in connection with Buyer's relationship with each Seller or the Company in any media interview, advertisement, news release, press release or professional or trade publication, or in any print media, whether or not in response to an inquiry, without the prior written approval of Buyer, unless required by Applicable Law. Notwithstanding the foregoing, Sandfox Advisors may post a "tombstone" notice which shall not disclose the transaction value but may state that it represented Company in a sale to Buyer, provided that Sandfox Advisors shall provide a copy of such "tombstone" notice for Buyer's review a reasonable period prior to publication of such notice.

Section 7.03 Employment Matters.

(a) Buyer shall establish a retention pool in the aggregate amount of $10 million in cash and $3 million in Buyer common stock options, with the fair market value thereof determined and approved by Buyer's board of directors as on the date of grant of such common stock options; provided, however, that such amounts shall only be paid and/or issued, as applicable, to such Acquired Company employees who execute both an Offer Letter and the Non-Competition and Non-Solicitation Agreement. The retention pool shall be allocated by Buyer among such Acquired Company employees, in such amounts

and pursuant to such terms and conditions, in each case, determined appropriate by Buyer in consultation with the Company's Chief Executive Officer. Buyer shall use reasonable best efforts to allocate such retention pool within 30 calendar days following the Closing, and in any event no later than February 28, 2022.

(b) This Section 7.03 is intended to benefit and bind solely Buyer and the Company. Nothing contained in this Section 7.03 shall (i) be construed to create any beneficiary rights in any employee or former employee (including any dependent thereof) of the Company, Buyer or any of their Subsidiaries in respect of continued employment for any specified period, (ii) be construed to prevent or restrict Buyer, the Company or any of their Subsidiaries from amending or terminating any of their respective employee benefit or compensation plans, programs or arrangements, after the Closing Date, or (iii) be treated as an amendment or other modification of any the employee benefit plan or arrangement.

ARTICLE 8.
TAX MATTERS

Section 8.01 Tax Returns. The Company shall prepare or cause to be prepared (consistent with past practice except as required by Applicable Law) and timely file or cause to be timely filed all Tax Returns for the Acquired Companies that are required to be filed (taking into account any valid extensions) on or before the Closing Date, and shall pay, or cause to be paid, all Taxes of each Acquired Company due on or before the Closing Date. Buyer shall prepare or cause to be prepared (consistent with past practice except as required by Applicable Law) and file or cause to be filed all Tax Returns for the Acquired Companies for all periods ending on or prior to the Closing Date that are filed after the Closing Date. Any such Tax Returns prepared by Buyer that are Pass-Through Tax Returns shall be delivered to the Equityholder Representative for its review and comment at least thirty (30) calendar days prior to the due date (including extensions) for such Pass-Through Tax Return, and Buyer shall consider in good faith any reasonable comments timely provided by the Equityholder Representative with respect to any such Pass-Through Tax Return.

Section 8.02 Straddle Periods. Buyer shall prepare or cause to be prepared and file or cause to be filed any Tax Returns of the Acquired Companies for all Straddle Periods. Any such Tax Returns prepared by Buyer that are Pass-Through Tax Returns shall be delivered to the Equityholder Representative for its review and comment at least thirty (30) calendar days prior to the due date (including extensions) for such Pass-Through Tax Return, and Buyer shall consider in good faith any reasonable comments timely provided by the Equityholder Representative with respect to any such Pass-Through Tax Return. For purposes of this Section 8.02 and the definitions of Accrued Tax and Indemnified Tax, the portion of any Tax that relates to the portion of any Straddle Period prior to and including the Closing Date shall (a) in the case of real property, personal property and similar *ad valorem* Taxes be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction (i) the numerator of which is the number of days in the Straddle Period ending on the Closing Date and (ii) the denominator of which is the number of days in the entire Straddle Period and (b) in the case of any other Tax, be deemed equal to the amount which would be payable if the relevant Straddle Period ended on the Closing Date.

Section 8.03 Cooperation on Tax Matters. Buyer, the Equityholder Representative and the Company shall cooperate fully, as and to the extent reasonably requested by the other parties hereto, including, without limitation, by furnishing information and assistance relating to Taxes, providing access to books and records in connection with the filing of Tax Returns pursuant to this Agreement, and in connection with any audit, other administrative proceeding or inquiry or judicial proceeding involving Taxes (a "Tax Contest"). For the avoidance of doubt, such cooperation shall include the retention and (upon the other party's request) the provision of records and information which may be reasonably relevant to any such Tax Contest and making appropriate persons available on a mutually convenient basis to provide

additional information and explanation of any material provided hereunder. Buyer, the Equityholder Representative and the Company shall retain all books and records with respect to Tax matters pertinent to the Acquired Companies relating to any Taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified, any extensions thereof) of the respective Taxable periods, and to abide by all record retention agreements entered into with any taxing authority. The Equityholder Representative and the Company shall deliver or make available to Buyer on the Closing Date, originals or accurate copies of all such books and records.

Section 8.04 Contest Provisions. If, subsequent to the Closing, Buyer or any of its Affiliates (including any Acquired Company) receives notice of a Tax Contest (other than an India Tax Proceeding and/or India Tax Claim governed by Annexure I) with respect to (i) any Tax Return of an Acquired Company for a Pre-Closing Tax Period with respect to which Indemnitees claim a right to indemnification under this Agreement or (ii) any Pass-Through Tax Return, then within 30 days after receipt of such notice, Buyer shall notify the Equityholder Representative of such notice; *provided*, *however*, that any failure on the part of Buyer to so notify the Equityholder Representative shall not limit any of the obligations of Seller under Article 11 (except to the extent such failure materially prejudices the defense of such Tax Contest). Buyer shall have the right to control the conduct and resolution of such Tax Contest, provided that Buyer shall keep the Equityholder Representative reasonably informed of all material developments. This Section 8.04, and not Section 11.07 or Annexure I, shall control with respect to such Tax Contests. In the case of any Tax Contest that is subject to the provisions of the subject to the Partnership Audit Rules, if the Buyer so elects, the Equityholder Representative shall take such actions as are necessary to allow the applicable Acquired Company to make a "push out" election under Section 6226 of the Code (and any corresponding provision of state or local tax law) or any other election or procedure under the Partnership Audit Rules that would have the effect of reducing or eliminating the liability of Buyer or an Acquired Company for Taxes. As of the close of the Closing Date, Buyer (or its designee) shall be designated as the "partnership representative" of the Company (and any other Acquired Company that is treated as a partnership for U.S. federal income tax purposes), and shall have the right to appoint any designee as the "designated individual," for any taxable period subject to the provisions of the Partnership Audit Rules. The Equityholder Representative and each Seller agree to fully cooperate with Buyer and to do or refrain from doing any or all things reasonably requested by Buyer with respect to the designation of Buyer as partnership representative and the appointment of Buyer's designee as the "designated individual".

Section 8.05 Characterization of Payments. Any indemnity payments made pursuant to Article 11 shall constitute an adjustment of the Total Consideration Value paid by Buyer pursuant to Article 2 for Tax purposes and shall be treated as such by all parties on their Tax Returns to the extent permitted by law.

Section 8.06 Transfer Taxes. All transfer, stamp, documentary, sales, use, registration, VAT or other similar Taxes (including all applicable real estate transfer Taxes) incurred in connection with this Agreement and the transactions contemplated hereby ("Transfer Taxes") will be borne by the Sellers.

Section 8.07 Tax Sharing Agreements. All Tax sharing agreements or similar agreements between any Acquired Company, on the one hand, and each Seller and its respective Affiliates, on the other hand, will be terminated prior to the Closing Date, and, after the Closing Date, none of the Acquired Companies will be bound thereby or have any liability thereunder.

Section 8.08 Tax Treatment. Buyer and the Sellers acknowledge and agree that, for U.S. federal and applicable state income tax purposes, the sale and purchase of the Units pursuant to this Agreement shall be treated consistently with Revenue Ruling 99-6, 1999-1 C.B. 432 (Situation 2) (a) with respect to Sellers, as a sale of partnership interests, and (b) with respect to Buyer, as if the Company had distributed in liquidation of the Company to each of the Sellers their respective pro rata share of the

Company's assets and as if Sellers had sold to Buyer their respective pro rata share of such assets received from the Company. The parties hereto agree that they shall file all applicable U.S. federal and state income Tax Returns consistently with the treatment described in this Section 8.08 and no party hereto shall take any U.S. federal or state income Tax position inconsistent therewith or shall agree to any proposed adjustment inconsistent herewith without giving the other parties hereto prior written notice.

Section 8.09 Purchase Price Allocation. No later than ninety (90) days following the determination of the Total Consideration Value pursuant to Section 2.02, the Buyer shall deliver to the Equityholder Representative a statement (the "Proposed Allocation") which allocates the Total Consideration Value (and any additional amounts constituting consideration for U.S. federal income Tax purposes) among the assets of the Company in accordance with the requirements of Section 1060 of the Code. The Equityholder Representative shall, within thirty (30) calendar days following receipt of the Proposed Allocation, provide Buyer with written notice stating in reasonable detail any objection to the Proposed Allocation and proposing an alternative allocation for Tax purposes. Buyer and the Equityholder Representative shall cooperate in good faith to resolve any disputed items relating to the Proposed Allocation. If Buyer and the Equityholder Representative are unable to resolve any such disputes on or prior to the fifteenth (15th) calendar day after the Equityholder Representative timely delivers written notice of an objection to the Proposed Allocation to Buyer (together with a proposed alternative allocation), then Buyer and the Equityholder Representative shall retain the Designated Accounting Firm to, acting as an expert and not as an arbitrator, resolve the remaining disputed items as soon as practicable and in any event within thirty (30) calendar days of such retention. The Designated Accounting Firm shall deliver to Buyer and the Equityholder Representative a written determination of the disputed items in the Proposed Allocation. All decisions of the Designated Accounting Firm shall be final and nonappealable absent fraud or manifest error. The fees and expenses of the Designated Accounting Firm shall be borne 50% by the Sellers, on the one hand, and 50% by Buyer, on the other hand. The Proposed Allocation shall be revised if and to the extent necessary to reflect adjustments agreed to by Buyer and the Equityholder Representative or, if applicable, the determination of the Designated Accounting Firm (such allocation, the "Final Allocation"). Any adjustments to the Total Consideration Value (or other relevant items) attributable to the Buyer's purchase of the Sold Units shall be allocated in a manner consistent with the Final Allocation. Each of the Sellers, Buyer and the Acquired Companies agree to file (and cause their Affiliates to file) their respective Tax Returns, reports and other forms in a manner consistent with the Final Allocation; provided, that nothing in this Section 8.09 shall be construed so as to prevent any such party from settling, or require any such party to commence or participate in any litigation or administrative process challenging, any determination by a Governmental Authority that is based upon or arising out of the Final Allocation.

ARTICLE 9.
CONDITIONS TO THE CLOSING

Section 9.01 Conditions to the Obligations of Each Party. The obligations of Buyer and each Seller to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions:

(a) **Governmental Approvals.** All notices to, filings with and Consents of Governmental Authorities required to be made or obtained under any Applicable Law in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been made or obtained and be in full force and effect.

(b) **No Injunction; No Legal Impediment.** No temporary restraining order, preliminary or permanent injunction or other order or decree issued by any Governmental Authority of competent jurisdiction shall be in effect which prevents the consummation transactions contemplated hereby on the terms contemplated herein, and no Applicable Law shall have been enacted or be deemed

applicable to the transactions contemplated hereby that makes illegal consummation of the transactions contemplated hereby.

Section 9.02 Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated hereby are subject to the satisfaction, at or prior to the Closing, of the following further conditions:

(a) **Representations and Warranties.** Each of the representations and warranties made by each Seller and the Company in this Agreement (other than the Fundamental Representations) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as if made as of the Closing Date (except for representations and warranties that speak as of a particular date, which shall be true and correct in all material respects as of such date), in each case, without giving effect to any "Material Adverse Effect" or other materiality qualifications, or any similar qualifications, contained or incorporated directly or indirectly in such representations and warranties. Each of the Fundamental Representations shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as if made as of the Closing Date (except for representations and warranties that speak as of a particular date, which shall be true and correct in all respects as of such date).

(b) **Covenants.** Each of the covenants and obligations that each Seller or the Company is required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

(c) **Consents.** Each of the Consents set forth in Schedule 9.02(c) shall have been obtained in form and substance reasonably satisfactory to Buyer and shall be in full force and effect.

(d) **No Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(e) **Executed Agreements and Certificates.** Buyer shall have received the following agreements and documents, each of which shall be in full force and effect:

(i) the Offer Letters executed by seventy-five (75%) of the Key Employees (not including the Initial Key Employees);

(ii) the Offer Letters and Non-Competition and Non-Solicitation Agreements executed by each of the Initial Key Employees;

(iii) an Option Acknowledgement executed by each Award Holder entitled to receive Option Consideration pursuant to Section 2.03(a);

(iv) the Seller Unit Closing Deliverables;

(v) the Company Closing Deliverables;

(vi) the Escrow Agreement, executed by the Escrow Agent and the Equityholder Representative;

(vii) a certificate executed on behalf of the Company by its Chief Executive Officer (the "Company Closing Certificate") certifying as of the Closing (as a representation and warranty of the Company under this Agreement) (A) to the effect that the conditions set forth in Sections 9.02(a)-(d) and (f)-(h) have been duly satisfied, (B) specifying the total amount of the Closing Indebtedness (and

attaching thereto an accurate and complete copy of each executed Payoff Letter not previously delivered to Buyer), (C) specifying Closing Cash and the calculation of Closing Working Capital, and (D) specifying the total amount of Unpaid Company Transaction Expenses (and attaching thereto an accurate and complete copy of each Invoice not previously delivered to Buyer); and

(viii) written resignations, in a form reasonably satisfactory to Buyer, of all directors, managers and officers of each of the Acquired Companies, to be effective as of the Closing, as directed by Buyer no later than five Business Days prior to the Closing Date.

(f) **Employees.** As of immediately prior to the Closing, (i) each of the Key Employees and (ii) at least 90% of the other employees of the Acquired Companies shall remain employed by an Acquired Company and shall not have evidenced any overt intention to terminate employment with Buyer or any Affiliate of Buyer, as applicable, following the Closing.

(g) **Related Party Transactions.** All Contracts between the Company, on the one hand, and any Related Person, on the other hand, (other than ordinary course agreements relating to employee compensation and benefits that have been provided to Buyer prior to the date of this Agreement) shall have been terminated.

(h) **Litigation.** There shall not be pending or threatened by or before any Governmental Authority any Proceeding that (i) seeks to prevent the consummation of the transactions contemplated hereby on the terms, and conferring upon Buyer all of its rights and benefits, contemplated herein or (ii) seeks the award of Damages by, or any other remedy against, Buyer if the transactions contemplated hereby are consummated.

(i) **Transfer of India Sub.** The transfer of the India Sub shall have been completed pursuant to the Local Transfer Agreement.

Section 9.03 Conditions to the Obligations of the Sellers. The obligations of each Seller to consummate the transactions contemplated hereby are subject to the satisfaction of the following further conditions:

(a) **Representations and Warranties.** Each of the representations and warranties made by Buyer in this Agreement (i) shall have been accurate in all material respects as of the date of this Agreement, without giving effect to any materiality qualifications contained or incorporated directly or indirectly in such representations and warranties and (ii) shall be accurate in all material respects as of the Closing Date as if made as of the Closing Date (except for representations and warranties that speak as of a particular date, which shall be accurate in all material respects as of such date), without giving effect to any materiality qualifications contained or incorporated directly or indirectly in such representations and warranties.

(b) **Covenants.** Each of the covenants and obligations that Buyer is required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

(c) **Executed Certificate.** The Sellers shall have received a certificate executed on behalf of Buyer by its authorized representative and containing the representation and warranty of Buyer that the conditions set forth in Sections 9.03(a) and 9.03(b) have been duly satisfied.

ARTICLE 10.
TERMINATION

Section 10.01 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by mutual written agreement of the Company and Buyer;

(b) by either the Company or Buyer, if the transactions contemplated hereby have not been consummated on or before January 15, 2022; provided that the right to terminate this Agreement pursuant to this Section 10.01(b) shall not be available to any party whose breach of any provision of this Agreement results in the failure of the transactions contemplated hereby to be consummated by such time;

(c) by either Buyer or the Company, if a Governmental Authority shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the transactions contemplated hereby;

(d) by Buyer if there shall have occurred a Material Adverse Effect;

(e) by Buyer, if (i) any representation or warranty of any of the Sellers and the Company contained in this Agreement shall be inaccurate such that the condition set forth in Section 9.02(a) would not be satisfied, or (ii) any of the covenants or obligations of each Seller and the Company contained in this Agreement shall have been breached in any material respect such that the condition set forth in Section 9.02(b) would not be satisfied; provided, however, that if an inaccuracy or breach is curable by a Seller or the Company during the 10 calendar day period after Buyer notifies such Seller or the Company in writing of the existence of such inaccuracy or breach (the "Company Cure Period"), then Buyer may not terminate this Agreement under this Section 10.01(e) as a result of such inaccuracy or breach prior to the expiration of the Company Cure Period unless such Seller or the Company, as applicable, is no longer continuing to exercise commercially reasonable efforts to cure such inaccuracy or breach; or

(f) by the Company, if (i) any representation or warranty of Buyer contained in this Agreement shall be inaccurate such that the condition set forth in Section 9.03(a) would not be satisfied, or (ii) any of the covenants or obligations of Buyer contained in this Agreement shall have been breached in any material respect such that the condition set forth in Section 9.03(b) would not be satisfied; provided, however, that if an inaccuracy or breach is curable by Buyer during the 10 calendar day period after the Company notifies Buyer in writing of the existence of such inaccuracy or breach (the "Buyer Cure Period"), then the Company may not terminate this Agreement under this Section 10.01(f) as a result of such inaccuracy or breach prior to the expiration of the Buyer Cure Period unless Buyer is no longer continuing to exercise commercially reasonable efforts to cure such inaccuracy or breach.

The party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(a)) shall give a notice of such termination to the other party setting forth a brief description of the basis on which such party is terminating this Agreement.

Section 10.02 Effect of Termination. If this Agreement is terminated pursuant to Section 10.01, this Agreement shall become void and of no effect without liability of any party (or any Representative of such party) to any party hereto; provided that: (a) nothing contained in this Agreement shall relieve any party to this Agreement from any liability resulting from fraud or from a willful breach of any agreement or covenant in this Agreement and (b) the parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in Section 7.02 and Article 12, which shall survive any termination of this Agreement.

ARTICLE 11.
INDEMNIFICATION

Section 11.01 Survival of Representations, Etc.

(a) Except as otherwise provided in Section 11.01(f), the representations and warranties made by the Company in Article 3 and in the Company Closing Certificate (other than the representations and warranties made by the Company in Article 3 and in the Company Closing Certificate in respect of the India Sub, collectively referred to as the "India Business Warranties") and the representations and warranties made by each Seller in Article 4 shall survive the Closing and expire on the date that is eighteen (18) months after the Closing Date (the "General Expiration Date"); provided that (i) the India Business Warranties (other than the India Tax Warranties) shall survive the Closing and expire on the date that is 24 months from the Closing Date (the "Extended General Expiration Date"); (ii) the India Tax Warranties shall survive the Closing and expire on the date that is seven years from the last day of the financial year in which the Closing takes place (the "Indian Tax Expiration Date"); (iii) the Fundamental Non-India Representations shall survive the General Expiration Date and expire 60 days after the expiration of the applicable statute of limitations (of each such Fundamental Non-India Representation, including any applicable extensions) (the "FR Expiration Date"); and (iv) the Fundamental India Representations shall survive the Closing Date in perpetuity. Notwithstanding the foregoing, if at any time prior to the General Expiration Date, the Extended General Expiration Date, the Indian Tax Expiration Date or the FR Expiration Date, as applicable, any Indemnitee delivers to the Equityholder Representative a written notice alleging the existence of an inaccuracy in or a breach of any representation or warranty and asserting a claim for recovery under Section 11.02 based on such alleged inaccuracy or breach, then the claim asserted in such notice shall survive the expiration of the applicable time period until such time as such claim is fully and finally resolved.

(b) All representations and warranties made by Buyer shall survive the Closing and expire on the date that is twelve (12) months after the Closing Date, and any liability of Buyer with respect to such representations and warranties shall thereupon cease.

(c) The representations, warranties, covenants and obligations of each Seller and the Company, and the rights and remedies that may be exercised by the Indemnitees, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, any of the Indemnitees or any of their Representatives.

(d) For purposes of this Agreement, each statement or other item of information set forth in the Company Disclosure Schedule shall be deemed to be a representation and warranty made by the Company in this Agreement.

(e) The parties acknowledge and agree that if any of the Acquired Companies suffers, incurs or otherwise becomes subject to any Damages as a result of or in connection with any inaccuracy in or breach of any representation, warranty, covenant or obligation, then (without limiting any of the rights of Buyer as an Indemnitee) Buyer shall also be deemed to have incurred such Damages (including the same type and amount of such Damages) as a result of and in connection with such inaccuracy or breach.

(f) Notwithstanding anything to the contrary set forth in Section 11.01(a), any representation or warranty made by a Seller or the Company in this Agreement or the Company Closing Certificate shall survive the Closing indefinitely in the event of fraud or willful breach.

Section 11.02 Indemnification.

(a) From and after the Closing, the Equityholders other than the Indian Optionholders (the "Selling Indemnitors"), severally and in proportion to their respective Pro Rata Share of any Damages, shall hold harmless and indemnify each of the Buyer Indemnitees from and against, and shall compensate and reimburse each of the Indemnitees for, any Damages which are suffered or incurred by any of the Indemnitees or to which any of the Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any third-party claim) and which arise from or as a result of, or are connected with:

(i) any inaccuracy in or breach of any representation or warranty made by the Company under this Agreement (other than any representation or warranty made in Section 3.28) as of the date of this Agreement or any breach or inaccuracy of any representation or warranty set forth in the Local Transfer Agreement (provided that, for purposes of determining the amount of Damages incurred or suffered, any references to "Material Adverse Effect" or any other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty shall be disregarded);

(ii) any inaccuracy in or breach of any representation or warranty of the Company set forth in this Agreement (other than any representation or warranty made in Section 3.28) or any certificate delivered in connection with the Closing as if such representation and warranty had been made on and as of the Closing Date (except for such representations and warranties that address matters only as of a particular time, which need only be accurate as of such time) (provided that, for purposes of determining the amount of Damages incurred or suffered, any references to "Material Adverse Effect" or any other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty shall be disregarded);

(iii) any breach of any covenant or obligation of the Company set forth in this Agreement or the Local Transfer Agreement;

(iv) any Closing Indebtedness or Company Transaction Expenses, to the extent not accounted for in the determination of the Total Consideration Value;

(v) any claims or threatened claims by or purportedly on behalf of any holder or former holder of any Units or other equity interests of any Acquired Company (or rights to acquire Units or other equity interests of any Acquired Company), including any claims or threatened claims arising out of or in connection with the transactions contemplated hereby, actions taken by the Equityholder Representative and/or the allocation of the Total Consideration Value, and any claims or threatened claims alleging violations of fiduciary duty by any current or former director or officer of any Acquired Company;

(vi) any inaccuracy in the Consideration Spreadsheet, including any failure to allocate the Total Consideration Value or the Local Transfer Consideration in accordance with the constituent documents of the Acquired Companies, Applicable Law, this Agreement or any Contract governing or relating to any Units or Company Options and any claim or allegation made by or on behalf of any current or former holder or purported or alleged holder of any Units or Company Options challenging, disputing or objecting to the amount of the Total Consideration Value or Local Transfer Consideration received or to be received by such current or former holder or purported or alleged holder of any Units or Company Options;

(vii) Indemnified Taxes (excluding Taxes indemnified under Section 11.02(a)(ix));

(viii) any items set forth on Schedule 11.02(a)(viii);

(ix) any notice or claim issued by the India Tax Authority in relation to any India Tax Claim or India Tax Proceedings, any breach of the India Tax Warranties, or any liability arising due to dispute in valuation of the India Sub arising due to any information or assumption provided by the India Sub to Fractal India for valuation of the India Sub for the share transfer of the India Sub which can be substantiated with the India Tax Authority, being incorrect; and

(x) any Proceeding relating to any inaccuracy or breach of the type referred to in clauses (i) through (viii) above (including any Proceeding commenced by any Indemnitee for the purpose of enforcing any of its rights under this Article 11).

(b) From and after the Closing, each Seller, severally and not jointly, shall hold harmless and indemnify each of the Indemnitees from and against, and shall compensate and reimburse each of the Indemnitees for, any Damages which are suffered or incurred by any of the Indemnitees or to which any of the Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any third-party claim) and which arise from or as a result of, or are connected with:

(i) any inaccuracy in or breach of any representation or warranty made by such Seller under this Agreement as of the date of this Agreement (provided that, for purposes of determining the amount of Damages incurred or suffered, any references to "Material Adverse Effect" or any other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty shall be disregarded);

(ii) any inaccuracy in or breach of any representation or warranty made by such Seller under this Agreement as of the Closing Date as if such representation or warranty had been made as of the Closing Date (except for such representations and warranties that address matters only as of a particular time, which need only be accurate as of such time) (provided that, for purposes of determining the amount of Damages incurred or suffered, any references to "Material Adverse Effect" or any other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty shall be disregarded); and

(iii) any breach of any covenant or agreement of such Seller set forth in this Agreement or the Local Transfer Agreement.

(c) From and after the Closing, subject to the other terms and conditions of this Article 11, Buyer (the "Buyer Indemnitor") shall indemnify the Seller Indemnitees against, and shall hold the Seller Indemnitees harmless from and against, any and all Damages which are suffered or incurred by any of the Seller Indemnitees or to which any of the Seller Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any third-party claim) and which arise from or as a result of, or are connected with:

(i) any inaccuracy in or breach of any representation or warranty made by Buyer under this Agreement as of the date of this Agreement (except for such representations and warranties that address matters only as of a particular time, which need only be accurate as of such time) (provided that, for purposes of determining the amount of Damages incurred or suffered, any references to "Material Adverse Effect" or any other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty shall be disregarded);

(ii) any inaccuracy in or breach of any representation or warranty made by Buyer under this Agreement as of the Closing Date as if such representation or warranty had been made as

of the Closing Date (except for such representations and warranties that address matters only as of a particular time, which need only be accurate as of such time) (provided that, for purposes of determining the amount of Damages incurred or suffered, any references to "Material Adverse Effect" or any other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty shall be disregarded); or

(iii) any breach of any covenant or obligation of Buyer set forth in this Agreement.

Section 11.03 Limitations.

(a) The Indemnitors shall not be required to make any indemnification payment pursuant to Section 11.02(a)(i), Section 11.02(a)(ii) and Section 11.02(a)(x) (as it relates to any of the foregoing) for any inaccuracy in or breach of any of the representations and warranties of the Company under this Agreement until such time as the total amount of all Damages (including the Damages arising from such inaccuracy or breach and all other Damages arising from any other inaccuracies in or breaches of any representations or warranties) that have been directly or indirectly suffered or incurred by any one or more of the Indemnitees, or to which any one or more of the Indemnitees has or have otherwise become subject, exceeds an amount equal to $100,000 (the "Deductible") in the aggregate; provided, however, that the Deductible shall not apply to any Damages related to inaccuracies or breaches of Fundamental Representations or any Damages with respect to claims of, or arising out of, fraud or willful breach.

(b) The maximum liability of the Selling Indemnitors under Section 11.02(a)(i), Section 11.02(a)(ii) and Section 11.02(a)(x) (as it relates to any of the foregoing) shall be equal to $6,000,000; provided, however, that the foregoing limitation does not apply for any Damages (i) related to inaccuracies or breaches of the Fundamental Representations (which shall be capped at the sum of (A) the Total Consideration Value plus (B) the Local Transfer Consideration), (ii) related to inaccuracies or breaches of the India Tax Warranties (which shall be capped at the Local Transfer Consideration) or (iii) with respect to claims of, or arising out of fraud or willful breach. For the avoidance of doubt, to the extent any amounts are released from the Escrow Account in connection with Excess Consideration pursuant to Section 2.02(b) or to any Buyer Indemnitee with respect to claims for indemnification, compensation or reimbursement for which the maximum liability of the Selling Indemnitors is not equal to the Escrow Amount, such released amounts shall not reduce the amount that the Buyer Indemnitees may recover with respect to claims for indemnification, compensation or reimbursement that are subject to the limitation set forth in this Section 11.03(b). The maximum liability of the Buyer Indemnitor under Section 11.02(c)(i) and Section 11.02(c)(ii) shall be equal to the Escrow Amount; provided, however, that the foregoing limitation does not apply for any Damages with respect to claims of, or arising out of fraud or willful breach.

(c) In no event shall the cumulative indemnification obligations of any Selling Indemnitor under Section 11.02 exceed the sum of the portion of the Total Consideration Value and Local Transfer Consideration actually received by such Selling Indemnitor, other than with respect to claims of, or arising out of, fraud or willful breach of such Selling Indemnitor. In no event shall the cumulative indemnification obligation of the Buyer Indemnitor under Section 11.02 exceed the sum of the Total Consideration Value and Local Transfer Consideration, other than with respect to claims of, or arising out of, fraud or willful breach of the Buyer Indemnitor.

(d) Absent fraud or willful breach, the indemnification provisions contained in this Article 11 are intended to provide the sole and exclusive monetary remedy following the Closing as to all Damages any Indemnitee may incur in connection with this Agreement (without limiting the procedures contemplated by Section 2.02 and it being understood that nothing in this Section 11.03(d) or elsewhere in this Agreement shall affect the parties' rights to specific performance or other equitable remedies with

respect to the covenants referred to in this Agreement or to be performed after the Closing). Notwithstanding anything to the contrary set forth herein, Buyer Indemnitee may recover from the Escrow Amount any Damages which are suffered or incurred by any of the Buyer Indemnitees or to which any of the Buyer Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any third-party claim) and which arise from or as a result of, or are connected with any fraud or willful breach.

Section 11.04 Claims and Procedures; Escrow.

(a) If Buyer or the Equityholder Representative, as applicable, determines in good faith that a Buyer Indemnitee or Seller Indemnitee, respectively, has a bona fide claim for indemnification pursuant to this Article 11, Buyer (on behalf of such Buyer Indemnitee(s)) or Equityholder Representative (on behalf of such Seller Indemnitee(s)), as applicable (the "Notifying Party"), may deliver to the Equityholder Representative (on behalf of the Selling Indemnitors) or Buyer, respectively (the "Receiving Party"), a certificate signed by any officer of the Notifying Party (any certificate delivered in accordance with the provisions of this Section 11.04(a) an "Officer's Claim Certificate"):

(i) stating that an Indemnitee has a claim for indemnification pursuant to this Article 11;

(ii) to the extent possible, containing a good faith non-binding, preliminary estimate of the amount to which such Indemnitee claims to be entitled to receive, which shall be the amount of Damages such Indemnitee claims to have so incurred or suffered or could reasonably be expected to incur or suffer; and

(iii) specifying in reasonable detail (based upon the information then possessed by Buyer) the material facts known to the Indemnitee giving rise to such claim.

No delay in providing such Officer's Claim Certificate shall affect an Indemnitee's rights hereunder, unless (and then only to the extent that) the Indemnitors are actually and materially prejudiced thereby.

(b) If the Receiving Party in good faith objects to any claim made by the Notifying Party in any Officer's Claim Certificate, then the Receiving Party shall deliver a written notice (a "Claim Dispute Notice") to the Notifying Party during the 30 calendar day period commencing upon receipt by the Receiving Party of the Officer's Claim Certificate. The Claim Dispute Notice shall set forth in reasonable detail the principal basis for the dispute of any claim made by the Notifying Party in the Officer's Claim Certificate. If the Receiving Party does not deliver a Claim Dispute Notice to the Notifying Party prior to the expiration of such 30 calendar day period, then each claim for indemnification set forth in such Officer's Claim Certificate shall be deemed to have been conclusively determined in the Notifying Party's favor for purposes of this Article 11 on the terms set forth in the Officer's Claim Certificate.

(c) If the Receiving Party delivers a Claim Dispute Notice, then the Notifying Party and the Receiving Party shall attempt in good faith to resolve any such objections raised by the Receiving Party in such Claim Dispute Notice. If the Notifying Party and the Receiving Party agree to a resolution of such objection, then a memorandum setting forth the matters conclusively determined by the Notifying Party and the Receiving Party shall be prepared and signed by both parties, and the parties shall promptly act in accordance with such memorandum.

(d) If no such resolution can be reached during the 45 calendar day period following the Notifying Party's receipt of a given Claim Dispute Notice, then upon the expiration of such 45 calendar day period, either the Notifying Party or the Receiving Party may bring suit to resolve the objection in

accordance with Sections 12.09, 12.10 and 12.11. The decision of the trial court as to the validity and amount of any claim in such Officer's Claim Certificate shall be nonappealable, binding and conclusive upon Buyer, the Equityholder Representative and the Equityholders, and the parties shall (i) in the event that the Buyer is the Notifying Party, promptly direct the Escrow Agent to distribute funds from the Escrow Account in accordance with such decision and Section 11.04(g) or (ii) in the event that the Equityholder Representative is the Notifying Party, Buyer shall distribute to each Seller Indemnitee such Person's Pro Rata Share of such funds in accordance with such decision and Section 11.04(g). Judgment upon any award rendered by the trial court may be entered in any court having jurisdiction.

(e) The Escrow Amount shall be held by the Escrow Agent in accordance with the terms of this Agreement and the Escrow Agreement and be available to compensate the Indemnitees for any claims by such parties for any Damages suffered or incurred by them and for which they are entitled to recovery under this Article 11. Each claim for Damages that is to be satisfied from the Escrow Amount pursuant to this Article 11 shall be satisfied by forfeiture by the Selling Indemnitors of the Escrow Amount in an amount equal to the Damages, and the Buyer and the Equityholder Representative shall direct the Escrow Agent to deliver such amount from the Escrow Account to Buyer in accordance with Section 11.04(g).

(f) Except as set forth below, the period during which claims for Damages to be recovered from the Escrow Account may be made under this Agreement shall commence at the Closing and terminate 15 days after the General Expiration Date (the "Escrow Period"); provided, however, that Buyer shall direct the Escrow Agent to distribute to the Equityholders in accordance with Section 11.04(g) $2,500,000 from the Escrow Account promptly, and in any event within 20 Business Days, following the date that is twelve (12) months after the Closing Date. Promptly, and in any event within 20 Business Days, following the end of the Escrow Period, the Equityholder Representative and Buyer shall direct the Escrow Agent to distribute to the Equityholders in accordance with Section 11.04(g) the undistributed portion of the Escrow Amount, less any amount of actual or estimated Damages in respect of any resolved claims that have yet to be satisfied or any unresolved and pending claims specified in any Officer's Claim Certificate ("Unresolved Claims"). In the event that there exist Unresolved Claims as of the expiration of the Escrow Period, as soon as all such Unresolved Claims have been resolved, Buyer and the Equityholder Representative shall promptly, and in any event within 20 Business Days following the resolution or satisfaction of such Unresolved Claims, direct the Escrow Agent to deliver, in accordance with Section 11.04(g), (i) to Buyer the portion of the Escrow Amount, if any, that was retained for purposes of satisfying such claims that was needed to satisfy such claims and (ii) to the Equityholders the portion of the Escrow Amount, if any, that was retained for purposes of satisfying such claims that was not needed to satisfy such claims.

(g) Delivery of the Escrow Amount or any portion thereof to the Equityholders (other than the Indian Optionholders) pursuant to this Section 11.04 shall be made by the Escrow Agent to each Equityholder (other than the Indian Optionholders) in an amount equal to such Equityholder's Pro Rata Share of such released amounts. In the event of amounts payable to the Seller Indemnitees by the Buyer Indemnitor, each Seller Indemnitee shall receive its Pro Rata Share of such amount through the Paying Agent. The Paying Agent shall make (and Buyer shall cause the Paying Agent to make) such payments described in the preceding sentence to each Seller Indemnitee in the method designated by such Seller Indemnitee in the letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, delivered in connection with the Closing, as described in Section 2.04(f).

(h) The Equityholder Representative hereby agrees to deliver any written notices or instructions requested by Buyer in order to effectuate any delivery or release of the Escrow Amount to the Escrow Agent or Buyer, on behalf of the Indemnitees, or to the Equityholders, as the case may be, that is to be made in accordance with the terms hereof. All written instructions to be delivered to the Escrow Agent

with respect to any distribution from the Escrow Account shall be consistent with this Section 11.04 and the Escrow Agreement.

Section 11.05 No Contribution. No Selling Indemnitor shall have, or be entitled to exercise or assert (or attempt to exercise or assert), any right of contribution, right of indemnity or other right or remedy against Buyer or any of its Affiliates (including the Acquired Companies) in connection with any indemnification obligation or any other liability to which it may become subject under or in connection with this Agreement.

Section 11.06 Interest. Each Indemnitee shall be entitled to interest on the amount of its indemnifiable Damages under this Article 11 (for the period commencing as of the date on which such Indemnitor first received notice of a claim for recovery pursuant to this Article 11 and ending on the date on which the liability of such Indemnitor to such Indemnitee is fully satisfied by such Indemnitor in accordance with this Article 11) at a floating rate equal to the rate of interest publicly announced by Citibank, N.A. from time to time as its prime, base or reference rate.

Section 11.07 Defense of Third-Party Claims. Except as otherwise provided in Article 8, in the event of the assertion of any claim or the commencement by any Person of any Proceeding against a Buyer Indemnitee with respect to which any of the Selling Indemnitors may become obligated to hold harmless, indemnify, compensate or reimburse any Indemnitee pursuant to this Article 11 (each, a "Claim"), Buyer shall have the right, at its election, to proceed with the defense of such Claim on its own provided, however, that the Equityholder Representative and its counsel (at the Selling Indemnitors' sole expense) may participate in (but not control the conduct of) the defense of such Claim. If Buyer so proceeds with the defense of any such Claim:

(a) the Equityholder Representative shall, and shall use commercially reasonable efforts to cause each Selling Indemnitor to, make available to Buyer any documents and materials in his possession or control that may be necessary to the defense of such Claim; and

(b) Buyer shall have the right to control, settle, adjust or compromise such Proceeding without the consent of the Equityholder Representative; provided, however, that except with the consent of the Equityholder Representative (which consent shall not be unreasonably withheld, conditioned or delayed), no settlement of any such Proceeding shall be determinative of either the fact that liability may be recovered by the applicable Indemnitee in respect of such Proceeding pursuant to the indemnification provisions of this Article 11 or the amount of such liability that may be recovered by the applicable Indemnitee in respect of such Claim pursuant to the indemnification provisions of this Article 11. If the Equityholder Representative consents to such settlement, neither the Equityholder Representative nor any Selling Indemnitor will have any power or authority to object to the amount or validity of any claim by or on behalf of a Buyer Indemnitee for indemnity with respect such settlement. Buyer shall give the Equityholder Representative prompt notice of the commencement of any such Claim against Buyer; provided, however, that any failure on the part of Buyer to so notify the Equityholder Representative shall not limit any of the obligations of the Selling Indemnitors under this Article 11 (except to the extent such failure materially prejudices the defense of such Proceeding).

Section 11.08 Exercise of Remedies by Buyer Indemnitees Other Than Buyer. No Buyer Indemnitee (other than Buyer or any successor thereto or assign thereof) shall be permitted to assert any indemnification claim or exercise any other remedy under this Agreement unless Buyer (or any successor thereto or assign thereof) shall have consented to the assertion of such indemnification claim or the exercise of such other remedy; provided, however, the parties hereto agree and acknowledge that all indemnity payments by the Selling Indemnitors shall be made to the Buyer Indemnitees in a manner compliant with

Applicable Law, and at any time, if so directed by any Buyer Indemnitee in its own discretion, the indemnity payments shall be made by the Selling Indemnitors to another nominee of such Buyer Indemnitee.

Section 11.09 India Tax Indemnification. Notwithstanding anything to the contrary contained in this Agreement, any Claim for indemnification made pursuant to Section 11.02(a)(ix) shall follow the procedure set forth in Annexure 1 (*India Tax Indemnification Process*).

ARTICLE 12.
MISCELLANEOUS

Section 12.01 Equityholder Representative.

(a) By virtue of the executing and delivering this Agreement or an effective joinder hereto, each of the Equityholders shall have irrevocably constituted and appointed, upon the Closing (and by its execution of this Agreement as Equityholder Representative, James Neuburger hereby accepts its appointment) as the true, exclusive and lawful agent and attorney-in-fact (the "Equityholder Representative") of the Equityholders receiving consideration hereunder to act in the name, place and stead of the Equityholders in connection with the transactions contemplated by this Agreement, in accordance with the terms and provisions of this Agreement, and to act on behalf of the Equityholders in any Proceeding involving this Agreement, to do or refrain from doing all such further acts and things, and to execute all such documents as the Equityholder Representative shall deem necessary or appropriate in connection with the transactions contemplated by this Agreement, including the power:

(i) to act for the Equityholders with regard to all matters pertaining to indemnification referred to in this Agreement, including the power to compromise and settle any indemnity claim on behalf of the Equityholders and to transact matters of litigation or other Proceedings;

(ii) to execute and deliver all amendments, waivers, ancillary agreements, stock powers, certificates and documents that the Equityholder Representative deems necessary or appropriate in connection with the consummation of the transactions contemplated by this Agreement;

(iii) to execute and deliver all amendments and waivers to this Agreement that the Equityholder Representative deems necessary or appropriate, whether prior to, at or after the Closing;

(iv) to receive funds for the payment of expenses of the Equityholders and apply such funds in payment for such expenses;

(v) to do or refrain from doing any further act or deed on behalf of the Equityholders that the Equityholder Representative deems necessary or appropriate in its sole discretion relating to the subject matter of this Agreement as fully and completely as the Equityholders could do if personally present; and

(vi) to receive service of process in connection with any claims under this Agreement.

(b) The Equityholder Representative may be removed or replaced only upon delivery of written notice to the Company by the Company's members holding at least a majority of outstanding Units as of immediately prior to the Closing. Buyer, the Company and any other Person may conclusively and absolutely rely, without inquiry, upon any action of the Equityholder Representative in all matters

referred to herein. The Equityholder Representative shall act for the Equityholders on all of the matters set forth in this Agreement in the manner the Equityholder Representative believes to be in the best interest of the Equityholders and consistent with the obligations under this Agreement, but the Equityholder Representative shall not be responsible to the Equityholders for any Damages the Equityholders may suffer by the performance of its duties under this Agreement, other than Damages arising from willful violation of the law or gross negligence in the performance of its duties under this Agreement.

(c) The Equityholder Representative shall use the Equityholder Representative Expense Account to pay any expenses incurred by the Equityholder Representative in fulfilling its obligations hereunder and shall distribute any remaining balance of the Equityholder Representative Expense Account to the Equityholders (other than the Indian Optionholders) upon completion by the Equityholder Representative of its duties hereunder. Any such distributions from the Equityholder Representative Expense Account shall be paid to the Equityholders (other than the Indian Optionholders), with equal priority and pro rata based on each such Equityholder's Pro Rata Share of the Equityholder Representative Expense Account, up to the total amount such Equityholder originally deposited in the Equityholder Representative Expense Account.

(d) Legal Representation and Preservation of Privilege. Company and Buyer hereby agree, on their own behalf and on behalf of their directors, members, officers, employees and Affiliates, and each of their successors and assigns (all such parties, the "Waiving Parties"), that Peterson Russell Kelly Livengood, PLLC ("PRK") may represent (i) any or all of the Sellers or any director, member, partner, officer, employee or Affiliate of the Sellers, or (ii) the Equityholder Representative, in each case in connection with any dispute, litigation, claim, proceeding or obligation arising out of or relating to this Agreement, the Related Documents or the Transactions (any such representation, the "Post-Closing Representation") adverse to the Waiving Parties or any other Person, notwithstanding its representation (or any continued representation) of the Company and/or any of its Subsidiaries or other Waiving Parties, and each of Buyer and the Company on behalf of itself and the Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty, or any other objection arising therefrom or relating thereto. Buyer and the Company acknowledge that the foregoing provision applies whether or not PRK provides legal services to the Company or any of its Subsidiaries after the Closing Date. Each of Buyer and the Company, for itself and the Waiving Parties, hereby further irrevocably acknowledges and agrees, from and after the Closing, not to use any legal advice provided by PRK to the Company, the Equityholder Representative and/or any Seller (to the extent such communications belong to the Company) prior to the Closing relating to the transactions contemplated by this Agreement that is subject to attorney-client privilege in connection with any indemnification claim or other dispute hereunder.

Section 12.02 Notices. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid, (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) or (d) in the case of notices delivered by Buyer or the Company in connection with Section 6.01, on the date delivered if sent by email (with confirmation of delivery), in each case, addressed as follows:

if to Buyer, to:

Fractal Analytics Inc.
1 World Trade Center, 76J
New York, New York 10007
Attention: Ashwath Bhat
Email: Ashwath.Bhat@fractal.ai

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

Latham & Watkins LLP
140 Scott Drive
Menlo Park, California 94025
Attention: Anthony J. Richmond, Mark M. Bekheit
Email: anthony.richmond@lw.com, mark.bekheit@lw.com

if to the Company, to:

Neal Analytics, LLC
c/o 3240 Eastlake Ave E Ste 200,
Seattle, WA 98102
Attention: James Neuburger
Email: Jim@TheArnoldGroup.us

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

Peterson Russell Kelly Livengood PLLC
10900 NE 4th St. Suite 1850
Bellevue, WA 98004
Attention: Rick Carlson
Email: rcarlson@prklaw.com

if to the Equityholder Representative, to:

c/o 3240 Eastlake Ave E Ste 200,
Seattle, WA 98102
Attention: James Neuburger
Email: Jim@TheArnoldGroup.us

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

Peterson Russell Kelly Livengood PLLC
10900 NE 4th St. Suite 1850
Bellevue, WA 98004
Attention: Rick Carlson
Email: rcarlson@prklaw.com

or to such other address as such party may hereafter specify for the purpose by notice to the other parties hereto.

Section 12.03 Remedies Cumulative; Specific Performance. The doctrine of election of remedies shall not apply in constructing or interpreting the remedies provisions of this Agreement or the equitable power of a court considering this Agreement or the transactions contemplated hereby. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement in addition to any other remedy to which they are entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

Section 12.04 No Survival of Buyer Representations and Warranties. The representations and warranties of Buyer contained herein and in any certificate or other writing delivered at the Closing pursuant hereto shall not survive the Closing.

Section 12.05 Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Closing if, but only if, such amendment or waiver is in writing and is signed, (i) in the case of an amendment, by the Company and Buyer, (ii) in the case of a waiver by the Company, by the Company, (iii) in the case of a waiver by the Equityholders, by the Equityholder Representative and (iv) in the case of a waiver by Buyer, by Buyer.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 12.06 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement, including all third-party legal, accounting, financial advisory, consulting or other fees and expenses incurred in connection with the transactions contemplated hereby, shall be paid by the party incurring such cost or expense.

Section 12.07 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 12.08 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except with respect to Article 11, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto, except that Buyer may transfer or assign its rights and obligations under this Agreement, in whole or from time to time in part, to (i) one or more of their Affiliates at any time and (ii) after the Closing, to any Person; provided that such transfer or assignment shall not relieve Buyer of its obligations hereunder or enlarge, alter or change any obligation of any other party hereto or due to Buyer.

Section 12.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder), without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

Section 12.10 Exclusive Jurisdiction. The parties hereto agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal or state court located in the State of New York sitting in the City of New York, Borough of Manhattan, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 12.02 shall be deemed effective service of process on such party.

Section 12.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.12 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 12.13 Entire Agreement. This Agreement and the confidentiality provisions of the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Section 12.14 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(*Signature Page Follows*)

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

FRACTAL ANALYTICS INC.

By: Ashwath

Name: Ashwath Bhat
Title: CFO

NEAL ANALYTICS, LLC

By: Dylan Dias

Name: Dylan Dias
Title: CEO

EQUITYHOLDER REPRESENTATIVE

By: James Neuburger

Name: James Neuburger

DIAS HOLDINGS LLC Dylan Dias Name: Dylan Dias Title: Manager	ALBRECHT HOLDINGS LLC Carl Albrecht Name: Carl Albrecht Title: Manager
NEUBURGER HOLDINGS LLC James Neuburger Name: James Neuburger Title: Manager	SPENCER HOLDINGS LLC Michael Spencer Name: Michael Spencer Title: Manager
R CREDO HOLDINGS LLC Richard Albrecht Name: Richard Albrecht Title: Manager	KOMARNITSKY HOLDINGS LLC Li-Ming Ueng Name: Li-Ming Ueng Title: Manager
STANFORD GROUP, a general partnership James Mackey Name: James Mackey Title: General Partner	SKAMRAN CONSULTING SERVICES, INC. Shelly Kamran Name: Shelly Kamran Title: President
PRADEEP SINGH Pradeep Singh Pradeep Singh	CHASE MORGAN Chase Morgan Chase Morgan
ALEXANDER RUBLOWSKY Alexander Rublowsky	

ANNEXURE 1

INDIA TAX INDEMNIFICATION PROCESS

1. If any India Tax Authority issues a notice ("Tax Notice") to any of the Buyer Indemnitees in connection with any India Tax Proceeding and/or India Tax Claim, then such Buyer Indemnitees shall immediately, but no later than five days after the receipt of such Tax Notice, provide written notice to the Equityholder Representative of the factual information describing the relevant India Tax Proceeding and/or India Tax Claim ("Tax Indemnifying Notice"). To the extent available, such Tax Indemnifying Notice shall also specify the due date for payment of the India Tax Claim to the India Tax Authority. Such Tax Indemnifying Notice shall include a copy of the Tax Notice and all other documents, if any, received from any India Tax Authority in respect of such India Tax Proceeding and/or India Tax Claim. The Buyer Indemnitees shall immediately inform the Equityholder Representative of any change to the due date specified in the Tax Indemnifying Notice for any action required pursuant to the Tax Notice, including payment of any amounts due. No delay in providing the Tax Indemnifying Notice shall relieve the Selling Indemnitors of liability or prejudice the rights of the Buyer Indemnitees to claim indemnity under this Agreement.

2. The Equityholder Representative shall have the right, exercisable by giving written notice to Buyer within 15 days of the receipt of the Tax Indemnifying Notice ("Tax Response Period"), to assume the sole defense, conduct and settlement of the India Tax Proceeding and/or India Tax Claim at its own expense, using any legal counsel and/or advisors of its choosing; provided that, if the Tax Notice requires a response prior to the end of the Tax Response Period, then (i) Buyer shall, with prior written notice to the Equityholder Representative, respond to the Tax Notice ("Interim Response") 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 Equityholder Representative of the Interim Response and the Tax Indemnifying Notice. In the event the India Tax Authorities do not grant additional time to respond to the Tax Notice, then Buyer and the Equityholder Representative shall mutually agree in writing on a course of action to comply with the requirements of the Tax Notice. Buyer shall provide all reasonable assistance and information relating to the India Tax Proceeding and/or India Tax Claim to the Equityholder Representative to dispute, appeal, compromise, defend, remedy or mitigate the India Tax Proceeding and/or India Tax Claim to the extent such assistance and information is required by the Equityholder Representative in connection with such India Tax Proceeding and/or India Tax Claim. The Equityholder Representative shall keep Buyer reasonably informed of all material developments relating to such India Tax Proceeding and/or India Tax Claim and shall provide Buyer with all such information and documents as Buyer may reasonably request in relation to the India Tax Proceeding and/or India Tax Claim.

3. If the Equityholder Representative has exercised its right within the Tax Response Period to assume sole control of such proceedings, then (a) the Buyer Indemnitees shall not make any submissions, filings, admission of liability or execute any agreement, settlement or compromise in relation to the India Tax Proceeding and/or India Tax Claim without the prior written consent of the Equityholder Representative; and (b) the Equityholder Representative 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 India Tax Proceeding and/or India Tax Claim or otherwise and Buyer shall cooperate, as reasonably requested by the Equityholder Representative in the defense of such proceedings undertaken by the Equityholder Representative.

4. If the Equityholder Representative elects, in writing, not to assume control of the defense of any India Tax Proceeding and/or India Tax Claim, or where the Equityholder Representative has not assumed control in writing and the Tax Response Period or Interim Response period, whichever is earlier, has lapsed, Buyer, or an Affiliate of Buyer, shall have the right (but not the obligation) to assume control of the preparation, prosecution, defense or conduct of any India Tax Proceeding and/or India Tax Claim. In the event Buyer, or an Affiliate of Buyer, decides to assume control of the defense of the India Tax Proceeding and/or India Tax Claim, Buyer or such Affiliate of Buyer shall, through a reputed counsel, reasonably satisfactory to the Equityholder Representative, control the preparation, prosecution, defense or conduct of any India Tax Proceeding and/or India Tax Claim in good faith, provided that (i) Buyer or such Affiliate of Buyer shall consult the Equityholder Representative in good faith with respect to the conduct of such defense and keep the Equityholder Representative promptly and reasonably informed of material developments relating to such defense; (ii) Buyer or such Affiliate of Buyer shall take reasonable comments of the Equityholder Representative into consideration for any material submission, filing or communication by Buyer or such Affiliate of Buyer to the India Tax Authorities in the course of any India Tax Proceeding and/or India Tax Claim, provided that in the event the Equityholder Representative 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 Buyer or such Affiliate of Buyer to complete the submission, filing or communication within the time period specified by Buyer or such Affiliate of Buyer, Buyer or such Affiliate of Buyer shall proceed to make such submission, filing or communication, as the case may be; (iii) without prejudice to the right of Buyer or such Affiliate of Buyer to control the defense of such India Tax Claim, the Equityholder Representative may participate in the defense of such India Tax Claim at the Equityholder Representative's cost; and (iv) Buyer or such Affiliate of Buyer shall not consent to entry of any judgment or enter into any settlement, without the prior written approval of the Equityholder Representative (not to be unreasonably withheld, conditioned or delayed), unless, as a result of such compromise or settlement: (A) 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 India Tax Authorities or the Tax Notice contain allegations of illegality; (B) the Selling Indemnitors are 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 Selling Indemnitors; and (D) there is no admission of guilt or liability on behalf of the Selling Indemnitors, their respective shareholders and directors and/or the Company, its shareholders and directors.

5. In the event that any Buyer Indemnitee exercises its right to defend any such India Tax Proceeding and/or India Tax Claim, the Equityholder Representative: (a) shall not initiate any written communication with any India Tax Authority with respect to the India Tax Proceeding and/or India Tax Claim, without the prior written approval of such Buyer Indemnitee (such approval not to be unreasonably withheld, conditioned or delayed); (b) shall not respond to any inquiry received from any India Tax Authority with respect to the India Tax Proceeding and/or India Tax Claim, without the prior written approval of the Buyer Indemnitee (such approval not to be unreasonably withheld, conditioned or delayed); (c) shall provide to the Buyer Indemnitee and its advisers reasonable access to relevant documents and records within the possession, power of control of the Equityholder Representative and the Selling Indemnitors for the purposes of defending any such India Tax Proceeding and/or India Tax Claim.

6. Subject to the limitation of liability of the Selling Indemnitors under this Agreement, the Selling Indemnitors shall pay the amounts demanded by the India Tax Authority pursuant to the Tax Notice, to the India Tax Authority or the Buyer Indemnitees for further payment to the India Tax Authority, within such time period as may be stipulated in the Tax Notice or any other order from the relevant

India Tax Authorities. The payments made by the Selling Indemnitors to the India Tax Authority or by the Buyer Indemnitees to the India Tax Authority shall be made under protest and without prejudice to any rights of the parties to contest any such Tax Notice. If such Tax Notice or related orders of the India Tax Authority require the payment of Taxes and such order has not been stayed by the relevant India Tax Authority, including pursuant to an appeal, the payment shall be made by the Equityholder Representative (on behalf of the Selling Indemnitors) no later than two Business Days prior to the date on which the amounts are required to be deposited with the India Tax Authority pursuant to the Tax Notice or any extension of time issued by the India Tax Authority.

7. In the event that the Selling Indemnitors or the Equityholder Representative (on behalf of the Selling Indemnitors) makes a payment of the amounts (under protest and without prejudice to any rights of the parties to contest such Tax Notice) required by the India Tax Authority pursuant to the foregoing provisions, it is expressly agreed that the Equityholder Representative, including on behalf of the Buyer Indemnitees, as the case may be, shall be entitled to continue to challenge the India Tax Proceeding and/or India Tax Claim or any subsequent notices or correspondences received from the India Tax Authority solely at its cost. In the event that the Equityholder Representative opts to challenge the India Tax Claim, the Buyer Indemnitees shall cooperate with the Equityholder Representative in such challenge at the cost of the Equityholder Representative, including by providing the necessary authorizations to the Equityholder Representative to contest the India Tax Proceeding and/or India Tax Claim. If the Selling Indemnitors or the Equityholder Representative (on behalf of the Selling Indemnitors) directly pays any amounts due pursuant to an India Tax Proceeding and/or India Tax Claim to the relevant India Tax Authorities in its sole discretion and on its own account, (i) the Equityholder Representative shall provide Buyer with evidence of such payment at least two days prior to the due date for payment of such India Tax Claim (including any extension of time issued by the India Tax Authority) and (ii) the Buyer Indemnitees shall not have the right to contest or challenge the India Tax Proceeding and/or India Tax Claim or any subsequent notices or correspondence without the prior written consent of the Equityholder Representative.

8. Notwithstanding anything to the contrary contained herein, if, at least two Business Days prior to the due date of payment of an India Tax Claim hereunder, the Selling Indemnitors or the Buyer Indemnitees obtain interim relief from an India Tax Authority to stay, injunction or extend the recovery of the India Tax Claim sought under an India Tax Proceeding and/or India Tax Claim ("Injunctive Order"), then until the Injunctive Order is no longer in force, Selling Indemnitors shall not be obligated to pay to the India Tax Authority or the Buyer Indemnitees any amount in respect of the relevant India Tax Claim or India Tax Proceeding, provided that any deposits, interests, advances, guarantees or other payments required to be made to any India Tax Authority in order to secure the nature of relief set out herein shall be made by the Selling Indemnitors or the Equityholder Representative (on behalf of the Selling Indemnitors) under protest and without prejudice to its rights.

9. In the event that:

   (a) a Buyer Indemnitee has issued a Tax Indemnifying Notice in relation to an India Tax Claim and such Buyer Indemnitee has complied in all material respects with the provisions of this Annexure 1; and

   (b) prior to the due date of payment of the India Tax Claim, appropriate relief in relation to such India Tax Claim (including Injunctive Order) has not been obtained in a manner that does not legally obligate the Buyer Indemnitees to pay the whole of such India Tax Claim and the Selling Indemnitors fail to, where applicable

i. pay all the amounts claimed under such India Tax Claim to the Buyer Indemnitees in accordance with this Annexure 1;

ii. directly pay all the amounts claimed under such India Tax Claim to the relevant India Tax Authority on its own account in a manner that fully discharges the Buyer Indemnitees from the whole of such India Tax Claim in accordance with paragraph 6 above; or

iii. directly pay all the amounts claimed made under such India Tax Claim to the relevant India Tax Authority on behalf of the Buyer Indemnitees in a manner that fully discharges the Buyer Indemnitees from the whole of such India Tax Claim or in accordance with paragraph 6 above;

then the Buyer Indemnitees shall have the right, but not the obligation, to make full payment of the amounts due under such India Tax Claim to the relevant India Tax Authority. If the Buyer Indemnitees exercise such right to make payment of the amounts due under such India Tax Claim, then the Buyer Indemnitees shall notify the Equityholder Representative of such payment in writing and the Selling Indemnitors shall, subject to the limitation of liability as set out in this Agreement, be liable to indemnify the Buyer Indemnitees for the amounts paid by the Buyer Indemnitees towards such India Tax Claim within 15 days from the date of such notice. The payment by the Selling Indemnitors to the Buyer Indemnitee under this paragraph shall constitute a complete release and discharge of the Selling Indemnitors' obligations to the Buyer Indemnitees, in connection with such Tax Notice and corresponding Tax Indemnifying Notice, without requiring any further deed or action by or on behalf of the Selling Indemnitors.

10. In the event that (i) the Selling Indemnitors or the Equityholder Representative (on behalf of the Selling Indemnitors) has made a deposit or payment of the amounts claimed in an India Tax Claim in accordance with any of the provisions of Section 11.02 and this Annexure 1 or (ii) any Buyer Indemnitee has made deposits or payments to the India Tax Authority or tribunals or courts of competent jurisdiction from the amounts received by the Buyer Indemnitees from the Selling Indemnitors and the Buyer Indemnitees at any time in the future obtain a refund, setoff, adjustments or any other benefit of the whole or a part of the India Tax Claim (including interest thereon), then:

(a) if the Selling Indemnitors have made all payments required to be made by the Selling Indemnitors under Section 11.02 and Annexure 1 in relation to any and all India Tax Claims, the Buyer Indemnitees shall forthwith pay the same to the Selling Indemnitors and in no event later than seven Business Days from the date of receipt of such refund or credit or setoff along with interest received (net of applicable Taxes) thereon; and

(b) if the Selling Indemnitors have not made payment in full of all the amounts required to be paid by the Selling Indemnitors under Section 11.02 and Annexure 1 in relation to any and all India Tax Claims but was paid by the Buyer Indemnitee, the Buyer Indemnitees shall be entitled to first set off the amount received as Tax refund against the amount paid by the Buyer Indemnitee to the India Tax Authority in excess of the amounts paid by the Selling Indemnitors and the interest included in the Tax refund attributable to such amount paid by the Buyer Indemnitees in relation to any and all such India Tax Claims in accordance with this Agreement, and thereafter, shall pay the remaining portion of the Tax refund, if any, to the Selling Indemnitors according to such Sellers' Pro Rata Share, along with the proportionate interest thereon. The interest proportionate to the amount paid by the Selling Indemnitors and recovered by the Buyer Indemnitee will be paid to the Selling Indemnitors, net of Tax, if any applicable under Applicable Law in either case, net of: (i) all reasonable

fees of the Buyer Indemnitees' 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 Selling Indemnitors, upon the request of Buyer, shall repay to the Buyer Indemnitees the amount paid by the Buyer Indemnitee(s), as applicable, pursuant to this Annexure (plus any penalties, interest or other charges imposed by the India Tax Authority) in the event such Buyer Indemnitee(s) are required to repay such refund to the India Tax Authority. Buyer agrees and undertakes to take reasonable steps to mitigate the Tax Damages, provided that nothing contained herein shall prejudice the rights of the Buyer Indemnitees to claim indemnity under Section 11.02 from the Selling Indemnitors, including but not limited to any act or omission of the Buyer Indemnitees in relation to its rights to abandon, defend or settle the India Tax Proceeding or India Tax Claim, as contemplated under this Annexure 1.

11. All liabilities of the Selling Indemnitors for Tax Damages shall be denominated in Indian Rupees ("INR") and all payment required to be made by the Selling Indemnitors or the Equityholder Representative (on behalf of the Selling Indemnitors) shall be made in USD in immediately available funds. The amount of USD payable by the Selling Indemnitors 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 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 attributed to the Selling Indemnitors.

12. The parties agree that any indemnity amounts paid by the Selling Indemnitors pertaining to withholding Taxes (excluding any payments towards interest, penalties or other charges) shall be treated as part of the Local Transfer Consideration for all applicable tax purposes, except as otherwise required by Applicable Law.

Annex A

The Sellers

Sellers	**Class B-1**	**Class B-2**	**Total**
Dias Holdings LLC	3,327,854	626,608	3,954,462
Albrecht Holdings LLC		1,419,921	1,419,921
Neuburger Holdings LLC		1,419,921	1,419,921
Spencer Holdings LLC		1,419,921	1,419,921
Pradeep Singh		604,839	604,839
Stanford Group		161,290	161,290
Alexander Rublowsky		80,645	80,645
Komarnitsky Holdings LLC		80,645	80,645
Chase Morgan		48,387	48,387
R Credo Holdings		40,323	40,323
SKamran Consulting Services Inc.	573,375 **		573,375
TOTAL	3,901,229	5,902,500	9,803,729

* 167,531 of these are restricted Units. 107,034 are without restriction.

**60,497 remain subject to reverse vesting (but will fully vest upon Closing).

Annex B

Key Employees

Name	Position/Title	Based out of (Location)
Akshay Teke	Technical Lead/POD Manager	Pune (India)
Chris Smith	Sales Director	Bellevue (US)
Dale Lamb	VP – Operations	Bellevue (US)
David Brown	Sales Director	Bellevue (US)
David McClellan	Director of Client Services	Bellevue (US)
Divyansh Sharma	Technical Lead/POD Manager	Pune (India)
Dylan Dias	CEO	Bellevue (US)
Edwin Webster	Practice Director	Bellevue (US)
Gaurav Ghorpade	Technical Lead/POD Manager	Pune (India)
Greg Gomez	VP – Business Development	Bellevue (US)
Jayson Stemmler	Associate Practice Director	Bellevue (US)
Kishan Pujara	Technical Lead/POD Manager	Pune (India)
Nishant Mishra	Sales Director	Pune (India)
Olivier Fontana	VP – Marketing	Bellevue (US)
Ravi Patel	Practice Director	Pune (India)
Sachin Janai	VP / India Head	Pune (India)
Sean Collins	Recruiting Director	Bellevue (US)
Shelly Kamran	Director	Bellevue (US)
Yash Mittal	Technical Lead/POD Manager	Pune (India)
Zach Perkel	Practice Director	Bellevue (US)
Harish Sune	Technical Lead/POD Manager	Pune (India)
Hatim Ratlami	Inside Sales Manager	Pune (India)
Herb Payton	Sales Director	Bellevue (US)
Rajesh Rai Kumar	Associate Practice Director	Bellevue (US)
Praveen Harirajan	Associate Practice Director	Bellevue (US)
Daniel Beebe	Practice Director	Bellevue (US)
Rupesh Kamat	Technical Lead/POD Manager	Pune (India)

Annex C

Initial Key Employees

1. Dylan Dias
2. Shelly Kamran

Schedule 2.02(a)

Illustration of Closing Working Capital

See attached.

	2/28/21	3/31/21	4/30/21	5/31/21	6/30/21	7/31/21	8/31/21	9/30/21	10/31/21	est. 11/30/21	est. 12/31/21
978	$ 5,017,628	$ 5,165,553	$ 4,482,588	$ 4,869,324	$ 5,278,139	$ 5,549,666	$ 5,709,275	$ 5,755,621	$ 5,680,336	$ 5,265,920	$ 6,011,719
703	2,788,052	3,081,067	2,992,243	3,196,432	3,946,009	2,980,611	3,315,305	3,380,671	3,327,711	3,637,271	3,257,630
088)	222,329	114,785	273,416	286,264	(286,097)	940	(96,384)	44,533	(8,187)	74,476	74,476
615	**3,010,380**	**3,195,853**	**3,265,658**	**3,482,696**	**3,659,912**	**2,981,551**	**3,218,921**	**3,425,204**	**3,319,524**	**3,711,746**	**3,332,105**
180	458,833	753,667	560,890	649,569	749,552	551,876	894,044	755,759	707,749	725,405	778,613
612	672,536	722,012	565,408	739,313	821,907	959,326	802,476	961,220	1,101,398	840,640	860,046
535	238,773	411,418	-	50,335	145,535	245,988	323,513	422,330			
332	1,652,332	1,652,332	1,652,332	-	-	-	-	-			
-	-	-	-	-	-	-	-	-			
979	544,435	555,755	551,827	548,537	554,318	278,029	292,239	301,055	279,034	279,034	279,034
738	**3,566,910**	**4,095,184**	**3,330,458**	**1,987,754**	**2,271,312**	**2,035,218**	**2,312,271**	**2,440,364**	**2,088,180**	**1,845,079**	**1,917,692**
123)	**$ (556,529)**	**$ (899,331)**	**$ (64,800)**	**$ 1,494,942**	**$ 1,388,600**	**$ 946,333**	**$ 906,650**	**$ 984,840**	**$ 1,231,344**	**$ 1,866,667**	**$ 1,414,413**
076)	(8,076)	(8,076)	(8,076)	(8,076)	(8,076)	(8,076)	(8,076)	(8,076)	(8,076)	(230,991)	(230,991)
254)	(24,254)	(24,254)	(10,500)	(10,500)	(10,500)	(10,534)	(10,634)	(10,600)	(10,600)	(10,600)	(10,600)
860)	(346,860)	(234,360)	(232,891)	(232,891)	(232,891)	(232,891)	(232,891)	(232,891)	(232,891)	(232,891)	(232,891)
901)	(288,901)	(288,901)	(288,901)	(288,901)	(288,901)	-	-	-	-	-	-
332)	(1,652,332)	(1,652,332)	(1,652,332)	-	-	-	-	-	-	-	-
527	2,779,976	3,072,991	2,984,167	3,188,356	3,937,933	2,972,535	3,307,229	3,372,595	3,319,635	3,406,280	3,026,639
342)	198,075	90,532	262,916	275,764	(296,597)	(9,593)	(107,018)	33,933	(18,787)	63,876	63,876
285	**2,978,051**	**3,163,523**	**3,247,082**	**3,464,120**	**3,641,336**	**2,962,942**	**3,200,212**	**3,406,528**	**3,300,848**	**3,470,156**	**3,090,514**
711	457,365	752,199	560,890	649,569	749,552	551,876	894,044	755,759	707,749	725,405	778,613
112	560,036	722,012	565,408	739,313	821,907	959,326	802,476	961,220	1,101,398	840,640	860,046
535	238,773	411,418	-	50,335	145,535	245,988	323,513	422,330	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
187	22,643	33,962	30,035	26,745	32,526	45,137	59,347	68,163	46,142	46,142	46,142
645	**1,278,816**	**1,919,591**	**1,156,333**	**1,465,961**	**1,749,519**	**1,802,327**	**2,079,380**	**2,207,473**	**1,855,288**	**1,612,187**	**1,684,801**

Working Capital Target	$	1,700,000

Implied NWC Adjustment	
	$ (285,587)

Schedule 9.02(c)

Consents

1. The Master Supplier Services Agreement, by and between Microsoft Corporation (Microsoft Gaming Studios) and the Company, dated September 15, 2018 and its related statements of work.

2. The Master Supplier Services Agreement, by and between Microsoft Corporation and Company, dated September 15, 2018 and its related statements of work, as amended by that certain Outsourced Services Addendum, dated June 12, 2020.

3. The Lease Agreement, by and between Eastridge Partners, LLC and Company, dated December 31, 2020.

4. Lease and License Agreement, by and between Sanjeev Singh (HUF) and Neal Analytics Services Pvt. Ltd., dated January 4, 2018

5. The Line of Credit Note, dated February 12, 2018, issued by JPMorgan Chase Bank, N.A. to Company, together with the Credit Agreement, dated February 12, 2018, by and between JPMorgan Chase Bank, N.A. and the Company, the Continuing Guaranty by Dias Holdings, LLC dated February 12, 2018, the Continuing Guaranty by Dylan N. Dias dated February 12, 2018, continuing Security Agreement dated February 12, 2018.

Schedule 11.02(a)(viii)

Indemnified Matters

1. Any Damages arising due to an actual or claimed failure or delay by the Sellers or the India Sub to make any regulatory filings with the Governmental Authorities or any non-compliance under the (Indian) Foreign Exchange Management Act, 1999 and the regulations thereunder.

2. Any Damages arising out of or in connection with any non-compliance by Mr. Osborne Dias and/or the India Sub with the provisions of Foreign Exchange Management (Transfer or Issue of Any Foreign Security) Regulations, 2004, as amended from time to time.

3. Any Damages that may occur on account of delay in filing of Form FC-GPR by the India Sub in relation to 9,999 equity shares of the India Sub allotted to the Company.

Exhibit A

Form of Local Transfer Agreement