UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 6, 2024**

SOUNDHOUND AI, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-40193**	**85-1286799**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

5400 Betsy Ross Drive Santa Clara, CA	**95054**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (408) 441-3200

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Class A Common Stock, $0.0001 par value per share	SOUN	The Nasdaq Stock Market LLC
Warrants, each exercisable for one share of Class A Common Stock at an exercise price of $11.50 per share, subject to adjustment	SOUNW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Purchase Agreement

On August 6, 2024 (the "Effective Date"), SoundHound AI, Inc., a Delaware corporation (the "Company"), Firehorse Merger Sub, LLC, a Delaware limited liability company ("Purchaser Sub"), IPSoft Global Holdings, Inc., a Delaware corporation, and BuildGroup, LLC, a Delaware limited liability company (each of IPSoft Global Holdings, Inc. and BuildGroup, LLC, a "Seller" and collectively, the "Sellers") entered into an Stock Purchase Agreement (the "Purchase Agreement"). Pursuant to the terms and conditions of the Purchase Agreement, promptly after the Effective Date, the Company will pay a total consideration of $80 million consisting of $10 million in cash and 13,084,112 shares of the Company's Class A common stock (the "Shares") priced at $5.35 per Share, subject to adjustments set forth in the Purchase Agreement (the "Upfront Consideration"), to purchase from the Sellers all of the issued and outstanding shares of the capital stock of Amelia Holdings, Inc. ("Target") owned by the Sellers. In addition to the Upfront Consideration, the Company has agreed to issue up to 16,822,429 Shares, priced at $5.35 per Share, in additional consideration to the Sellers based on achievement of certain revenue targets for each of 2025 and 2026. The Purchase Agreement contains customary representations, warranties and covenants from each of the parties. The Company will establish a customary retention pool for certain continuing employees of Target.

On August 7, 2024, Target merged with and into Purchaser Sub, with Purchaser Sub surviving as a wholly owned subsidiary of the Company (such transaction, collectively with the Purchase, the "Transactions").

Pursuant to the terms of the Purchase Agreement, the Company will withhold 2,149,530 Shares from the Upfront Consideration and deposit such Shares with an escrow agent in order to partially secure the indemnification obligations of the Sellers under the Purchase Agreement. At the effective time of the Transactions: (i) each outstanding Target stock option expired and was cancelled and extinguished without any right to receive any consideration therefor and (ii) each outstanding Target warrant to purchase capital stock of Target expired and was cancelled and extinguished without any right to receive any consideration therefor.

The foregoing description of the Purchase Agreement and the Transactions does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Purchase Agreement, a copy of which is attached hereto as Exhibit 2.1, and is incorporated herein by reference.

Entry into Monroe Capital Term Loan Facility

On the Effective Date, in connection with the Transactions, the Company assumed the senior secured term loan facility of the Target (the "Monroe Term Loan Facility") which was issued pursuant to the existing Credit Agreement (the "Credit Agreement") of the Target with Monroe Capital Management Advisors, LLC ("Monroe"), as administrative and collateral agent for certain affiliated funds of Monroe, as lenders. On August 7, 2024, the Company paid $70 million to retire a majority of the Monroe Term Loan Facility, leaving a remaining balance of $39.69 million ($9.69 million of which reduced the Upfront Consideration dollar for dollar). The Monroe Term Loan Facility has a maturity date of June 30, 2026 (the "Maturity Date") and provides, at the Company's election, for payment of a portion of interest in kind during the term of the loan with principal and accrued interest due at the Maturity Date.

Interest Rate

The Monroe Term Loan Facility will accrue interest at an annual rate equal to the sum of (a) Adjusted Term SOFR (as defined in the Credit Agreement) and (b)(i) an applicable margin of 9.0% for the portion of interest paid in cash (the "Applicable Margin"), and (ii) an additional 1.00% for the portion of interest is paid in kind (the "PIK Rate"). Accrued interest on the Term Loans is payable quarterly in arrears (and in the case of interest paid in kind, payable monthly in arrears). Upon an Event of Default (as defined in the Credit Agreement), the Applicable Margin will automatically increase by an additional 2.00% per annum.

Prepayment

The Term Loans may be prepaid at any time. Additionally, the Term Loans must be prepaid, along with the applicable prepayment premium and exit fee, upon receipt of proceeds from asset sales and insurance payments.

Security

Pursuant to the Credit Agreement, all of the Company's obligations under the Credit Agreement are secured by a first lien perfected security interest on substantially all of its existing and after-acquired assets, subject to customary exceptions.

Representations, Warranties, Covenants, and Events of Default

The Credit Agreement contains certain representations and warranties, affirmative covenants, negative covenants, financial covenants, and conditions that are customarily required for similar financings. The affirmative covenants, among other things, require the Company to undertake various reporting and notice requirements and an obligation to maintain in force certain rights, approvals and assets. The negative covenants restrict or limit the Company's ability to, among other things and subject to certain exceptions contained in the Credit Agreement, incur new indebtedness; create liens on assets; engage in certain fundamental corporate changes, such as mergers or acquisitions, or changes to the Company's business activities; and to make Investments or Restricted Payments (each as defined in the Credit Agreement), in each case subject to customary exceptions. The negative covenants also restrict the Company's ability to change its fiscal year; repay other certain indebtedness; engage in certain affiliate transactions; or enter into, amend or terminate any other agreements that has the impact of restricting the Company's ability to make loan repayments under the Credit Agreement.

The Credit Agreement also contains certain customary Events of Default which include, among others, non-payment of principal, interest, or fees, violation of covenants, inaccuracy of representations and warranties, bankruptcy and insolvency events, material judgments, cross-defaults to material contracts, certain material regulatory-related events and events constituting a change of control. The occurrence of an Event of Default could result in, among other things, the declaration that all outstanding principal and interest under the Monroe Term Loan Facility are immediately due and payable in whole or in part.

The foregoing summary of the Credit Agreement is not complete and is qualified in its entirety by reference to the full text of the Credit Agreement, a copy of which is filed as exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

As described in Item 2.01, under the terms of the Purchase Agreement, including the purchase price adjustment terms, the Company has agreed to issue 8,902,967 Shares promptly after the Effective Date. This issuance and sale are exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Section 4(a)(2) of the Securities Act or Regulation D as promulgated thereunder. Accordingly, the offer and sale of Shares have not been registered under the Securities Act and such shares may not be offered or sold in the United States except pursuant to an effective registration statement or applicable exemption from the registration requirements of the Securities Act and any applicable state securities laws.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required by Item 9.01(a) of Form 8-K in connection with the Transactions will be filed by amendment to this Current Report on Form 8-K within 71 calendar days after the date this Form 8-K is required to be filed with the SEC.

(b) Pro Forma Financial Information.

The pro forma financial information required by Item 9.01(b) of Form 8-K in connection with the Transactions will be filed by amendment to this Form 8-K within 71 calendar days after the date this Form 8-K is required to be filed with the SEC.

Exhibit Number	Exhibit Description
2.1	Stock Purchase Agreement, dated August 6, 2024, by and among SoundHound AI, Inc., Firehorse Merger Sub, LLC, a Delaware limited liability company, IPSoft Global Holdings, Inc., a Delaware corporation, and BuildGroup, LLC, a Delaware limited liability company (each of IPSoft Global Holdings, Inc. and BuildGroup, LLC, a "Seller" and collectively, the "Sellers").*
10.1	Credit Agreement, as amended by the Second Amendment dated August 6, 2024, by and among SoundHound AI, Inc., Amelia Holding II, LLC, the other Credit Parties party thereto, the Lenders party thereto, and Monroe Capital Management Advisors, LLC.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Schedules and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule will be furnished supplementally to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SOUNDHOUND AI, INC.

Date: August 8, 2024

By: /s/ Keyvan Mohajer
Keyvan Mohajer
Chief Executive Officer

Exhibit 2.1

STOCK PURCHASE AGREEMENT

by and among

SoundHound AI, Inc.,
a Delaware corporation,

Firehorse Merger Sub, LLC,
a Delaware limited liability company,

and

THE STOCKHOLDERS OF AMELIA HOLDINGS, INC.

Dated as of August 6, 2024

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "***Agreement***") is made and entered into as of August 6, 2024 (the "***Agreement Date***"), by and among SoundHound AI, Inc., a Delaware corporation ("***Purchaser***"), Firehorse Merger Sub, LLC, a Delaware limited liability company ("***Purchaser Sub***"), IPSoft Global Holdings, Inc., a Delaware corporation, and BuildGroup LLC, a Delaware limited liability company (each of IPSoft Global Holdings, Inc. and BuildGroup LLC, a "***Seller***" and collectively, the "***Sellers***"). Certain other terms used herein are defined in Exhibit A.

Recitals

A. The Sellers are, and as of the Closing will be, the holders and the legal and beneficial owners of 100% of the issued and outstanding shares of Company Capital Stock.

B. Purchaser desires to, subject to the terms and conditions set forth in this Agreement, purchase from the Sellers, and each Seller desires to, subject to the terms and conditions set forth in this Agreement, sell to Purchaser, all of the shares of Company Capital Stock owned by such Seller free from any Encumbrances (other than the Surviving Encumbrances) (the "***Stock Purchase***").

C. Promptly after the Stock Purchase, and as part of the same overall transaction, Purchaser shall effect a merger of the Company with and into Purchaser Sub, pursuant to which Purchaser Sub will survive and remain a direct, wholly owned subsidiary of Purchaser treated as a disregarded entity for U.S. federal income tax purposes (the "***Merger***"), in accordance with this Agreement and the Applicable Laws of the State of Delaware.

D. For U.S. federal, and applicable state and local, income tax purposes, (i) the parties hereto intend that the Stock Purchase and the Merger, taken together, constitute a single integrated transaction as described in Revenue Ruling 2001-46, 2001-2 C.B. 321, that qualifies as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Code, and (ii) this Agreement is intended to be, and hereby is adopted as, a "plan of reorganization" (within the meaning of Section 368(a) of the Code and Treasury Regulations Sections 1.368-2(g) and 1.368-3).

E. The Sellers and Purchaser desire to make certain representations, warranties, covenants, and other agreements in connection with the transactions contemplated by this Agreement and the documents referenced herein, including the Stock Purchase (collectively, the "***Transactions***"), as set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
THE STOCK PURCHASE

1.1 Stock Purchase. At the Closing, on the terms and subject to the conditions of this Agreement, each Seller shall sell, transfer and deliver to Purchaser, and Purchaser shall purchase from each Seller, all of the shares of Company Capital Stock owned by such Seller as of immediately prior to the Closing (as set forth on the Spreadsheet) (collectively, the "***Seller Shares***"), free and clear of all Encumbrances (other than the Surviving Encumbrances), in exchange for (a) the portion of the Upfront Consideration allocated to such Seller on the Spreadsheet (*minus* a number of shares of Purchaser Common Stock equal to the portion of the Escrow Amount allocated to such Seller in the Spreadsheet), (b) subject to Section 1.5(b), Section 1.6 and Article IX, as applicable, the right to receive, if and only to the extent issuable under the terms set forth in this Agreement, the portion of any remaining Adjustment Escrow Amount, Indemnity Escrow Amount, the Tax Escrow Amount, and Special Escrow Amount allocated to such Seller on the Spreadsheet and (c) subject to Section 1.7 and Article IX, the right to receive, if and only to the extent earned under the terms set forth in this Agreement, the portion of each Earnout Payment allocated to such Seller on the Spreadsheet. The Spreadsheet shall reflect the allocations among the Sellers in the manner specified in the Company's Second Amended and Restated Certificate of Incorporation (as amended from time to time) (the "***Certificate of Incorporation***") in effect immediately prior to the Closing in accordance with Section 8 of that certain Investors' Rights and Voting Agreement among the Company and certain investors, as amended from time to time (the "***IRVA***"). Notwithstanding anything to the contrary herein, no interest shall accumulate on any cash payable in connection with the consummation of the Transactions. Purchaser is permitted and authorized to rely on the allocations set forth in the Spreadsheet and shall have no responsibility or liability with respect to any error in such allocations. Notwithstanding anything the contrary herein, in no event shall the aggregate consideration payable and issuable pursuant to this Section 1.1 exceed the Aggregate Consideration.

1.2 Closing. Upon the terms and subject to the conditions set forth herein, the closing of the Transactions (the "***Closing***") shall take place via remote exchange of signatures, at 10:00 a.m. Pacific time on the Agreement Date. The date on which the Closing occurs is sometimes referred to herein as the "***Closing Date***."

1.3 Closing Deliveries.

(a) Seller Deliveries. Each Seller, as applicable, shall, or shall cause the Company to, deliver to Purchaser, at or prior to the Closing:

(i) a written instrument of transfer of such Seller's Seller Shares;

(ii) invoices or other supporting documentation for the Transaction Expenses reasonably satisfactory to Purchaser;

(iii) unless otherwise requested by Purchaser in writing, no less than three Business Days prior to the Closing Date, a resignation letter reasonably satisfactory to Purchaser executed by each director, officer and limited liability company manager of the Company and of each Company Subsidiary in office immediately prior to the Closing, in each case, effective as of, and contingent upon, the Closing;

(iv) unless otherwise requested by Purchaser in writing no less than three Business Days prior to the Closing Date (A) a true, correct and complete copy of resolutions adopted by the board of directors of the Company (the "***Board***") or any applicable committee thereof, certified by the Secretary of the Company, terminating, or if sponsored by a professional employer (or similar organization), withdrawing from participation in, each or all of the Company Employee Plans listed on Section 1.3(b)(v) of the Seller Disclosure Letter, and withdrawing from any Company Employee Plans sponsored by any professional employer organization or any employer of record;

(v) certificates of good standing, dated within three Business Days prior to the Closing Date, certifying that the Company and each applicable Company Subsidiary is in good standing and, to the extent applicable, that all applicable franchise or similar Taxes and fees of the Company and each applicable Company Subsidiary through and including the Closing Date have been paid, issued by the relevant Governmental Entity of its jurisdiction of organization;

(vi) a duly completed and executed IRS Form W-9;

(vii) the Spreadsheet, completed in a form reasonably satisfactory to Purchaser;

(viii) the Seller Closing Financial Certificate, dated as of the Closing Date, which certificate shall be accompanied by such supporting documentation, information and calculations as are reasonably necessary for Purchaser to verify and determine the information contained therein;

(ix) executed confirmatory assignments of Intellectual Property from the individuals set forth on Schedule 1.3, in each case in a form that is reasonably satisfactory to Purchaser;

(x) a reaffirmation agreement with respect to that certain Confidential Settlement Agreement, Mutual Release, and Covenant Not to Sue entered by and among the Company and other parties named therein, dated July 12, 2024 (the "***Settlement Agreement***"); and

(xi) the duly executed Warrant Termination Agreements.

Receipt by Purchaser of any of the agreements, instruments, certificates or documents delivered pursuant to this Section 1.3(b) shall not be deemed to be an agreement by Purchaser that the information or statements contained therein are true, correct or complete, and shall not diminish Purchaser's remedies hereunder if any of the foregoing agreements, instruments, certificates or documents are not true, correct or complete.

1.4 Treatment of Company Options. At the Closing, the Sellers shall ensure that each outstanding Company Option shall, without any further action on the part of any holder thereof, expire and be cancelled and extinguished without any present or future right to receive any consideration therefor, in each case in accordance with the Company Option Plan. Prior to the Closing, and subject to the reasonable review and approval of Purchaser, the Sellers shall cause the Company to take all actions reasonably necessary to effect the transactions contemplated by this Section 1.4 under the Company Option Plan, all Company Option agreements, any other plan or arrangement of the Company (whether written or oral, formal or informal) and any Applicable Law, including adopting all resolutions, giving all notices, obtaining consents from each holder of such Company Options and taking any other actions that are reasonably necessary to effectuate this Section 1.4.

1.5 Payment Procedures.

(a) Closing Consideration.

(i) Upon the Closing (or if the Closing occurs after the applicable wire cutoff time, within one Business Day thereafter), Purchaser shall pay, or cause to be paid, to each Seller the portion of the Upfront Cash Consideration payable at the Closing to such Seller pursuant to Section 1.1 and the Spreadsheet, by wire transfer in immediately available funds to the account of such Seller designated in the Spreadsheet.

(ii) As soon as reasonably practicable (but in no event later than five days after the Closing Date), Purchaser shall cause its transfer agent to issue to each Seller the portion of the Upfront Stock Consideration issuable at the Closing to such Seller pursuant to Section 1.1 and the Spreadsheet, *minus* a number of shares of Purchaser Common Stock equal to the Escrow Amount allocated to such Seller in the Spreadsheet (as provided in Section 1.5(b)).

(iii) Upon the Closing (or if the Closing occurs after the applicable wire cutoff time, within one Business Day thereafter), Purchaser shall pay, or cause to be paid, the aggregate amount of unpaid Transaction Expenses payable to third-parties to the applicable account(s) specified by the intended recipients thereof and set forth on the Spreadsheet, subject to applicable withholding tax and to the extent evidenced by invoices or other supporting documentation for the Transaction Expenses reasonably satisfactory to Purchaser.

(iv) Not later than the time that is required pursuant to Applicable Law and the terms of the Company's 401(k) plan (the "Company 401(k) Plan"), Purchaser shall pay, or cause to be paid, for further distribution to each account of each participant in the Company's 401(k) Plan, such participant's pro-rata amount based on the matching formula provided under the Company 401(k) Plan of the aggregate accrued matching contribution that is included in the amount of Company Debt.

(b) Escrow Fund. Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall withhold from each Seller's applicable portion of the Upfront Stock Consideration issuable to such Seller pursuant to Section 1.1 and the Spreadsheet such Seller's Adjustment Escrow Amount, Indemnity Escrow Amount, Tax Escrow Amount, and Special Escrow Amount allocated to such Seller in the Spreadsheet, to be held and deposited with the Escrow Agent pursuant to Section 6.13.

(c) Adjustments. In the event of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into capital stock), reorganization, reclassification, combination, recapitalization or other like change with respect to shares of Purchaser Common Stock occurring following the Agreement Date, all references herein to specified numbers of shares of any class or series affected thereby (including shares of Purchaser Common Stock held in the Escrow Account during the applicable escrow period), and all calculations provided for that are based upon numbers of shares of any class or series (or trading prices therefor) affected thereby, shall be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by this Agreement prior to such stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change.

(d) Purchaser Common Stock; Legends. The shares of Purchaser Common Stock issued pursuant to the terms of this Agreement will be issued in a transaction exempt from registration under the Securities Act (by reason of Section 4(a)(2) of the Securities Act or Rule 506 of Regulation D promulgated by the SEC under the Securities Act) and therefore may not be re-offered or resold other than in conformity with the registration requirements of the Securities Act and such other applicable rules and regulations or pursuant to an exemption therefrom. The shares of Purchaser Common Stock to be issued pursuant to the terms of this Agreement will be "restricted securities" within the meaning of Rule 144 under the Securities Act ("***Rule 144***") and may not be offered, sold, pledged, assigned or otherwise transferred unless (A) a registration statement with respect thereto is effective under the Securities Act and any applicable state securities laws or (B) an exemption from such registration exists and either Purchaser receives an opinion of counsel to the holder of such securities, which counsel and opinion are reasonably satisfactory to Purchaser, that such securities may be offered, sold, pledged, assigned or transferred in the manner contemplated without an effective registration statement under the Securities Act or applicable state securities laws. Any shares of Purchaser Common Stock to be issued pursuant to this Agreement shall bear the following legends (along with any other legends that may be required under Applicable Law):

> THE OFFER AND SALE OF THE SECURITIES REPRESENTED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS, UNLESS SOLD PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL, IS AVAILABLE.

(e) No Liability. Purchaser is not assuming, and shall not assume, any obligations or Liabilities under (i) any options to purchase or otherwise acquire any shares of Company Capital Stock or(ii) any other direct or indirect rights to acquire shares of Company Capital Stock.

1.6 Upfront Consideration Adjustment.

(a) Within 120 days after the Closing Date, Purchaser shall deliver to the Seller Agent a statement (the "***Purchaser Closing Statement***") setting forth the proposed final Upfront Consideration, including Purchaser's good faith calculation as of the Closing Date and immediately prior to the Closing of (i) the Company Net Working Capital, the Closing Net Working Capital Shortfall, and the Closing Net Working Capital Surplus, (ii) the amount of Company Debt, (iii) the amount of Company Cash and (iv) the amount of Transaction Expenses, along with reasonable itemization and supporting detail therefor. The Purchaser Closing Statement shall be prepared in accordance with Accounting Principles and take into account the Net Working Capital Collar for purposes of all Company Net Working Capital calculations. Purchaser shall provide the Seller Agent and its Representatives reasonable access upon reasonable notice to the records, properties, personnel and (subject to the execution of customary work paper access letters if requested) auditors relating to the preparation of the Purchaser Closing Statement and shall cause its personnel to reasonably cooperate with the Seller Agent or its Representatives in connection with its review of the Purchaser Closing Statement.

(b) The Seller Agent shall have 30 days within which to review the Purchaser Closing Statement after Purchaser's delivery thereof. The Seller Agent may object to any calculation set forth in the Purchaser Closing Statement by providing written notice of such objection to Purchaser within 30 days after Purchaser's delivery of the Purchaser Closing Statement to the Seller Agent (the "***Notice of Objection***"), together with the basis of its objection in reasonable detail and any supporting documentation, information and calculations. If a Notice of Objection is not provided within such 30-day period, the Purchaser Closing Statement (and each of the calculations set forth therein) shall be deemed final.

(c) If the Seller Agent provides the Notice of Objection, then Purchaser and the Seller Agent shall confer in good faith for a period of up to 30 days following Purchaser's receipt of the Notice of Objection in an attempt to resolve any disputed matter set forth in the Notice of Objection, and any resolution by them shall be in writing and shall be final and binding on the parties hereto.

(d) If, after the 30-day period set forth in Section 1.6(c), Purchaser and the Seller Agent cannot resolve any matter set forth in the Notice of Objection, then Purchaser and the Seller Agent shall engage one of the "big four" independent certified public accounting firms acceptable to both Purchaser and the Seller Agent or, if such firm is not able or willing to so act, another nationally-recognized accounting firm reasonably acceptable to both Purchaser and the Seller Agent (the "***Reviewing Accountant***") to review only the matters in the Notice of Objection that are still disputed by Purchaser and the Seller Agent and any calculations to the extent relevant thereto. The Reviewing Accountant shall act as an expert, not as an arbitrator, in resolving matters in the Notice of Objection. The proceeding before the Reviewing Accountant shall be an expert determination under Applicable Laws governing expert determination and appraisal proceedings. All communications between the Seller Agent and Purchaser or any of their respective Representatives, on the one hand, and the Reviewing Accountant, on the other hand, shall be in writing with copies simultaneously delivered to the non-communicating party. The Reviewing Accountant shall be instructed to resolve the unresolved disputed matters in accordance with the definitions of Company Net Working Capital, Company Debt, Company Cash and Transaction Expenses and shall be instructed not to independently investigate any other matters. After such review and a review of the Company's relevant books and records, the Reviewing Accountant shall promptly (and in any event within 45 days following its engagement) determine the resolution of such remaining disputed matters and render a written decision as to each disputed matter in the Notice of Objection that is submitted to the Reviewing Accountant, including a statement in reasonable detail of the basis for its determination, which determination shall (absent fraud or manifest error) be final and binding on the parties hereto. In no event shall the decision of the Reviewing Accountant provide for a calculation of any element of the Upfront Consideration that is less than the lower calculation thereof shown in the Purchaser Closing Statement or in the Notice of Objection or greater than the higher calculation thereof shown in the Purchaser Closing Statement or in the Notice of Objection.

(e) If the Upfront Consideration as finally determined pursuant to Section 1.6(b), Section 1.6(c) and/or Section 1.6(d), as the case may be (the "***Final Upfront Consideration***"), is less than the Upfront Consideration that was calculated in accordance with the Seller Closing Financial Certificate and set forth in the Spreadsheet (such difference, the "***Upfront Consideration Shortfall***"), then Purchaser and Seller Agent shall provide a joint written instruction to the Escrow Agent such that Purchaser shall, as promptly as practicable after such final determination (and in any event within 10 Business Days) (i) recover from the Adjustment Escrow Fund a number of shares of Purchaser Common Stock equal to the quotient determined by dividing (A) the Upfront Consideration Shortfall by (B) the Purchaser Stock Price, rounded down to the nearest whole share, and (ii) if the number of shares of Purchaser Common Stock in the Adjustment Escrow Fund exceeds the number of shares recovered pursuant to clause (i), Purchaser and Seller Agent shall provide a join written instruction to the Escrow Agent to release to the Sellers, in accordance with their Pro Rata Share, such excess shares of Purchaser Common Stock from the Adjustment Escrow Fund. Purchaser agrees that any Upfront Consideration Shortfall shall first be recovered from the Adjustment Escrow Fund in accordance with the terms of this Section 1.6(e) and second, for any amounts in excess of the Adjustment Escrow Fund, in Purchaser's sole discretion, from the Indemnity Escrow Fund or the Sellers directly in accordance with their Pro Rata Share; provided that, if Purchaser elects to recover such excess directly from the Sellers, the Seller Agent may elect, at its sole discretion, to satisfy the Sellers' obligations with respect to such excess Upfront Consideration Shortfall by instructing Purchaser to cancel a number of Purchaser Shares not in the Escrow Fund and comprising the Upfront Stock Consideration with a value equal to such excess amount (based on the closing price of a Purchaser Share on the trading day immediately prior to the delivery of such instruction).

(f) If the Final Upfront Consideration is greater than the Upfront Consideration that was calculated in accordance with the Seller Closing Financial Certificate and set forth in the Spreadsheet (such difference, the "***Upfront Consideration Surplus***"), then the Upfront Consideration Surplus shall be deemed to be added to the Upfront Consideration and as promptly as practicable thereafter, (and in any event within 10 Business Days), Purchaser and the Seller Agent shall provide a joint written instruction to the Escrow Agent to release to the Sellers, in accordance with their Pro Rata Share, (i) a number of shares of Purchaser Common Stock equal to the quotient determined by dividing (A) the Upfront Consideration Surplus by (B) the Purchaser Stock Price, rounded down to the nearest whole share, and (ii) all Purchaser Common Stock in the Adjustment Escrow Fund.

(g) The fees, costs and expenses of the Reviewing Accountant shall be allocated between the Seller Agent (on behalf of the Sellers), on the one hand, and Purchaser, on the other hand, in the same proportion that the aggregate amount of the disputed items submitted to the Reviewing Accountant that is unsuccessfully disputed by each such party (as finally determined by the Reviewing Accountant) bears to the total amount of such disputed items so submitted.

1.7 Earnout.

(a) Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(i) "***Earnout Payment***" means each of the Base Earnout Payment and the Excess Earnout Payment, as applicable.

(ii) "***Earnout Period***" means each of the First Earnout Period and the Second Earnout Period, as applicable.

(iii) "***First Earnout Period***" means fiscal year 2025, commencing January 1, 2025 and ending December 31, 2025.

(iv) "***Second Earnout Period***" means fiscal year 2026, commencing January 1, 2026 and ending December 31, 2026.

(v) "***Total Software Revenue***" means the aggregate revenue recognized by Purchaser or any of its Affiliates (including the Company and the Company Subsidiaries) from sales of the Company Products during the applicable Earnout Period. This amount shall exclude (i) any revenue of "Digital First" as such business is detailed in the Company's income statement for the fiscal year ended December 31, 2023, to the extent such revenue involves direct employee intervention, such as with respect to Escalation Support and Digital Containment Subscription, (ii) any revenue associated with "Professional Services," "Managed Services," and "Perpetual License," as such businesses are detailed in the Company's income statement for the fiscal year ended December 31, 2023, and (iii) any revenue that the Company collects on behalf of third parties and subsequently transfers to those third parties pursuant to the contract referenced in Item 6 of Section 2.3 of the Seller Disclosure Letter. The determination of the excluded revenue under clause (i) shall be made by Purchaser, in its reasonable discretion, based on GAAP. An illustrative calculation of "Total Software Revenue" for fiscal year 2023 is attached as Schedule 1.7.

(b) Earnout Payments. On the terms and subject to the conditions of this Agreement, including any deductions for any applicable indemnity offsets permitted under Article IX, the Sellers shall be eligible to receive from Purchaser up to 16,822,429 shares of Purchaser Common Stock (the "***Maximum Earnout Amount***"), contingent upon the achievement of certain revenue metrics (each, an "***Earnout Metric***", and together, the "***Earnout Metrics***") as follows; provided that, for the avoidance of doubt, in no event shall Purchaser be obligated to pay an aggregate amount of Earnout Payments exceeding the Maximum Earnout Amount:

(i) Up to 11,214,953 shares of Purchaser Common Stock (the "***Maximum Base Earnout Amount***") shall be payable by Purchaser to the Sellers if the Total Software Revenue during the First Earnout Period is equal to or greater than $55,000,000 (the "***Base Earnout Payment***"), calculated as follows:

(A) If the Total Software Revenue is equal to $55,000,000 during the First Earnout Period, the Base Earnout Payment shall be equal to 50% of the Maximum Base Earnout Amount (i.e., 5,607,476 shares of Purchaser Common Stock);

(B) If the Total Software Revenue is equal to or greater than$ 80,000,000 during the First Earnout Period, the Base Earnout Payment shall be equal to 100% of the Maximum Base Earnout Amount (i.e., 11,214,953 shares of Purchaser Common Stock); and

(C) If the Total Software Revenue is between $55,000,000 and $80,000,000 during the First Earnout Period, the Base Earnout Payment shall be equal to such percentage determined based on a linear pro rata basis from 50%-100% based on the extent to which the Total Software Revenue during the First Earnout Period equals between $55,000,000 and $80,000,000.

By way of illustration only, if Total Revenue Software during the First Earnout Period equals (w) $55,000,000, the Base Earnout Payment would be equal to 50% of the Maximum Base Earnout Amount or 5,607,476 shares of Purchaser Common Stock, (x) $80,000,000, the Base Earnout Payment would be equal to 100% of the Maximum Base Earnout Amount, or 11,214,953 shares of Purchaser Common Stock, (y) $70,000,000, the Base Earnout Payment would be equal to 80% of the Maximum Base Earnout Amount, or 8,971,962 shares of Purchaser Common Stock and (z) $54,000,000, the Base Earnout Payment would not be earned and would be equal to 0 shares of Purchaser Common Stock.

(ii) In addition to the Base Earnout Payment, up to 5,607,476 shares of Purchaser Common Stock (the "***Maximum Excess Earnout Amount***") shall be payable by Purchaser to the Sellers if the Total Software Revenue during the First Earnout Period is greater than $80,000,000 (the "***Excess Earnout Payment***"), calculated as follows:

(A) If the Total Software Revenue is equal to or greater than$ 100,000,000 during the First Earnout Period, the Excess Earnout Payment shall be equal 100% of the Maximum Excess Earnout Amount (i.e., 5,607,476 shares of Purchaser Common Stock); and

(B) If the Total Software Revenue is between $80,000,000 and$ 100,000,000 during the First Earnout Period, the Excess Earnout Payment shall be equal to such percentage determined based on a linear pro rata basis from 0%-100% based on the extent to which the Total Software Revenue during the First Earnout Period equals between $80,000,000 and $100,000,000.

By way of illustration only, if Total Revenue Software during the First Earnout Period equals $90,000,000, the Excess Earnout Payment would be equal to 50% of the Maximum Excess Earnout Amount (i.e. 2,803,738 shares of Purchaser Common Stock).

(iii) In the event the Maximum Excess Earnout Amount is not earned (or not fully earned) during the First Earnout Period, the portion of the Maximum Excess Earnout Amount that is not so earned may be earned in the Second Earnout Period (i.e., if the Total Software Revenue in the First Earnout Period equals $90,000,000, then 2,803,738 shares of Purchaser Common Stock of the Excess Earnout Payment is earned for the First Earnout Period and, if in the Second Earnout Period the Total Software Revenue equals $95,000,000, an additional 1,401,869 shares of Purchaser Common Stock in excess earnout would be earned and payable for the Second Earnout Period).

(c) Review and Dispute Resolution.

(i) Within 45 days after the end of (x) the First Earnout Period and (y) in the event the Maximum Base Earnout Amount is earned, but the Maximum Excess Earnout Amount is not earned (in each case, for the First Earnout Period), the Second Earnout Period, Purchaser shall deliver to the Seller Agent a statement (each, an "***Earnout Statement***") setting forth Purchaser's good faith calculation of the (A) Total Software Revenue and (B) applicable Earnout Payment, in each case for such applicable Earnout Period and based on the principles and methodologies used to calculate Total Software Revenue in Schedule 1.7. Purchaser shall provide the Seller Agent and its Representatives reasonable access upon reasonable notice to the records, properties, personnel and (subject to the execution of customary work paper access letters if requested) auditors relating to the preparation of each Earnout Statement and shall cause its personnel to reasonably cooperate with the Seller Agent or its Representatives in connection with its review of each Earnout Statement.

(ii) The Seller Agent shall have 30 days within which to review an Earnout Statement after Purchaser's delivery thereof. The Seller Agent may object to any calculation set forth in the Earnout Statement by providing written notice of such objection to Purchaser within 30 days after Purchaser's delivery of the Earnout Statement (the "***Notice of Earnout Objection***"), together with the basis of its objection in reasonable detail and any supporting documentation, information and calculations. If a Notice of Earnout Objection is not provided within such 30-day period, the Earnout Statement (and each of the calculations set forth therein) shall be deemed final.

(iii) If the Seller Agent provides the Notice of Earnout Objection, then Purchaser and the Seller Agent shall confer in good faith for a period of up to 30 days following Purchaser's receipt of the Notice of Earnout Objection in an attempt to resolve any disputed matter set forth in the Notice of Objection, and any resolution by them shall be in writing and shall be final and binding on the parties hereto.

(iv) If, after the 30-day period set forth in Section 1.7(c)(ii), Purchaser and the Seller Agent cannot resolve any matter set forth in the Notice of Earnout Objection, then Purchaser and the Seller Agent shall engage the Reviewing Accountant (or another nationally-recognized accounting firm reasonably acceptable to both Purchaser and the Seller Agent) to review only the matters in the Notice of Earnout Objection that are still disputed by Purchaser and the Seller Agent and any calculations to the extent relevant thereto. The Reviewing Accountant shall act as an expert, not as an arbitrator, in resolving matters in the Notice of Objection. The proceeding before the Reviewing Accountant shall be an expert determination under Applicable Laws governing expert determination and appraisal proceedings. All communications between the Seller Agent and Purchaser or any of their respective Representatives, on the one hand, and the Reviewing Accountant, on the other hand, shall be in writing with copies simultaneously delivered to the non-communicating party. The Reviewing Accountant shall be instructed to resolve the unresolved disputed matters in accordance with the definitions of Total Software Revenue and Earnout Payment and shall be instructed not to independently investigate any other matters. After such review and a review of the Company's relevant books and records, the Reviewing Accountant shall promptly (and in any event within 45 days following its engagement) determine the resolution of such remaining disputed matters and render a written decision as to each disputed matter in the Notice of Earnout Objection that is submitted to the Reviewing Accountant, including a statement in reasonable detail of the basis for its determination, which determination shall (absent fraud or manifest error) be final and binding on the parties hereto. In no event shall the decision of the Reviewing Accountant provide for a calculation of any element of the Total Software Revenue or the Earnout Payment that is less than the lower calculation thereof shown in the Earnout Statement or in the Notice of Earnout Objection or greater than the higher calculation thereof shown in the Earnout Statement or in the Notice of Earnout Objection.

(v) As soon as reasonably practicable after the final determination of each Earnout Payment in accordance with this Section 1.7, subject to adjustment or withholding pursuant to Article IX, Purchaser shall cause its transfer agent to issue to each of the Sellers the portion of the applicable Earnout Payment allocated to such Seller in the Spreadsheet, in each case in accordance with this Section 1.1.

(d) During the Earnout Period, (i) Purchaser shall not, and shall cause its Affiliates not to, (A) take, or omit to take, any action with the intent (or knowingly take, or omit to take, any action in bad faith that has the effect) of minimizing, reducing or avoiding any Earnout Payment, (B) enter into any Contract that prohibits the Earnout Payment or (C) sell or transfer a material portion of the business or assets of the Business, the Company or the Company Subsidiaries (provided that a sale or transfer of the "Digital First" or "Professional Services" segments of the Business to a third party for value in an arm's-length transaction will be permitted), and (ii) Purchaser and its Affiliates shall maintain separate management books and records for the Business and the Company and Company Subsidiaries to the extent necessary to enable the Earnout Metrics for each applicable Earnout Period to be tracked and calculated in accordance with this Agreement.

(e) If a sale of all or substantially all of the assets of Purchaser or a Change of Control (collectively, a "***Sale Transaction***") occurs during the Earnout Period, then (i) in the case of a sale of all or substantially all of the assets of Purchaser, Purchaser shall include, as a condition to any agreement effectuating such transaction, a provision that requires the acquiror or assignee with respect to such transaction (the "***Successor Entity***") to fully assume all obligations and responsibilities of Purchaser under the terms of this Agreement with respect to the Earnout Payments, including the obligation to make any and all Earnout Payments as if the Successor Entity were the original party to this Agreement and (ii) in the case of any Sale Transaction, the Earnout Payments, if and only to the extent payable hereunder, shall be paid to Sellers in cash instead of shares of Purchaser Common Stock (such amount to be determined based on the Purchaser Stock Price).

(f) Any Earnout Payment that is issued to a Seller or shares of Purchaser Common Stock that are distributed to a Seller from the Escrow Fund more than six months after the Closing Date shall be treated as comprised of two components, respectively, a principal component and an interest component, the amounts of which shall be determined as provided in Treasury Regulations Section 1.483-4. With respect to any Purchaser Common Stock that is issued to a Seller as an Earnout Payment or in a distribution from the Escrow Fund more than six months after the Closing Date, Purchaser will use commercially reasonable efforts, in cooperation with the Seller Agent, to cause (i) the amount of Purchaser Common Stock representing the principal component (with a value equal to the principal component) and (ii) the amount of Purchaser Common Stock representing the interest component (with a value equal to the interest component) to be represented by separate certificates or book-entries, as applicable. The parties agree to file all Tax Returns consistently with the foregoing tax treatment.

(g) Acknowledgements.

(i) Notwithstanding anything to the contrary herein but subject to Section 1.7(d), each Seller acknowledges and agrees that: (A) Purchaser may operate the business of itself and its direct and indirect Subsidiaries (including the Company) as it determines in its sole discretion is in their best interests, subject to compliance with Applicable Law, including business decisions with respect to (1) the corporate structure of the Company, (2) the ownership and operation of the assets used in connection with the business of the Company, (3) allocation of corporate resources (including personnel and budgets) among its various product lines, regions and businesses and (4) the methods of promoting and advertising the businesses; (B) the obligations of Purchaser in respect of the Earnout Payments are only those expressly provided for in this Section 1.7, and no other express or implied covenants or duties shall apply; (C) no Person has made, and the Sellers have not relied upon, any representations or warranties regarding the Earnout Payments, except as set forth in this Section 1.7; and (D) any actions taken following the Closing by Purchaser with respect to the operation of the business or the Company which are reasonably required in order to comply with Applicable Law, shall in no event be deemed to be a, or form the basis of a claim for, breach by Purchaser of this Section 1.7.

(ii) Each Seller hereby acknowledges and agrees, that: (A) the right to receive an Earnout Payment if and when earned in accordance with the terms hereof (prior to achievement and issuance of the shares of Purchaser Common Stock comprising such Earnout Payment): (I) does not represent any ownership or equity participation interest in the Company, Purchaser or any of their respective Affiliates and does not entitle any Seller to voting rights or rights to dividend payments, (II) is solely represented by this Agreement and is not represented by any certificate, instrument or other delivery and (III) is solely a contractual right and is not a security for purposes of any securities laws, and confers upon Sellers only the rights of a general unsecured creditor under Applicable Law, (B) the Earnout Payments do not bear interest and are not redeemable, (C) the Earnout Payments are speculative, subject to numerous factors outside the control of Purchaser and its Affiliates and there is no assurance that any Earnout Metric will be achieved, (D) neither Purchaser nor its Affiliates owe, by virtue of their obligations under this Agreement, a fiduciary duty or any implied duties to the Seller and (E) the parties hereto intend solely the express provisions of this Agreement to govern their contractual relationship with respect to the Earnout Payments.

(iii) The right of any Seller to receive any portion of an Earnout Payment will not be assignable or transferable except, (A) subject to compliance with applicable securities laws or (B) by operation of law or the laws of descent and distribution, divorce or community property, will or intestate succession, and any attempted or purported transfer in violation of this sentence will be null and void.

1.8 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees (including any penalties and interest) ("***Transfer Taxes***"**)** that may be imposed upon, or payable or collectible or incurred in connection with, this Agreement and the Transactions shall be borne 50% by Purchaser and 50% by the Sellers in accordance with their Pro Rata Share. The parties shall cooperate in filing all necessary Tax Returns and other documentation with respect to all Transfer Taxes referred to in this Section 1.8 and the Person that is required by Applicable Law to pay such Transfer Taxes or file such Tax Returns shall timely pay such Transfer Taxes or file such Tax Returns. In the event that either the Sellers, on the one hand, or Purchaser, on the other hand, shall, after the Closing Date, provide the other party or parties with evidence of having made a payment of Transfer Taxes, the other party or parties shall promptly reimburse the paying party for its fifty percent share of the Transfer Taxes, but in no event later than five days after the presentation of a statement setting forth the amount of such Transfer Taxes. Each of the Sellers, the Seller Agent, Purchaser and the Company shall use commercially reasonable efforts to minimize any Transfer Taxes that may be imposed upon, or payable or collectible or incurred in connection with, this Agreement and the Transactions.

1.9 Withholding Rights. Each of Purchaser, the Company and their respective Affiliates shall be entitled to deduct and withhold from any payments of cash or issuances of Purchaser Common Stock pursuant to this Agreement such amounts in cash or shares of Purchaser Common Stock as Purchaser is required to deduct and withhold with respect to any such payments or issuances under the Code or any provision of U.S. federal, state, local, provincial or non-U.S. Tax law; provided that, except with respect to any deduction or withholding that is required with respect to any amount that is treated as compensation for applicable Tax purposes, Purchaser shall use commercially reasonable efforts to provide at least three days' advance notice to the applicable payee of withholding and reasonably cooperate with such payee in reducing or eliminating any applicable withholding requirement in a manner consistent with applicable Tax law (including through receipt of appropriate Tax forms or certificates). To the extent that amounts are so deducted, withheld, and paid over to the Tax Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid or issued, as applicable, to such Persons in respect of which such deduction and withholding was made. The parties shall reasonably cooperate to minimize or eliminate any potential deductions and withholdings.

1.10 Exchange Rate. Any amounts to be converted into U.S. Dollars for the purpose of calculating any amounts under this Agreement, including the amount of the Company Net Working Capital, shall be converted into Dollars at the rate of exchange as published by the Wall Street Journal at https://www.wsj.com/market-data/currencies/exchangerates on the end of the third trading day prior to the Closing Date.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLERS REGARDING THE COMPANY

Subject to the disclosures set forth in the disclosure letter of the Sellers delivered to Purchaser concurrently with the execution of this Agreement (the "***Seller Disclosure Letter***"), each of which disclosures, in order to be effective, shall indicate the Section and, if applicable, the Subsection of this Article II to which it relates (unless and only to the extent the relevance to other representations and warranties is readily apparent from the actual text of the disclosures without any reference to extrinsic documentation or any independent knowledge on the part of the reader regarding the matter disclosed), each Seller represents and warrants to Purchaser as follows as of the Agreement Date:

2.1 Organization, Standing, Power and Subsidiaries.

(a) The Company is a corporation duly incorporated and validly existing under the laws of Delaware. Each Company Subsidiary is in good standing (to the extent such concepts are recognized under Applicable Law) under the laws of its jurisdiction of organization. The Company and each Company Subsidiary has the corporate or entity power to own, operate, use, distribute and lease its properties and to conduct the Business and is duly licensed or qualified to do business and is in good standing (to the extent such concepts are recognized under Applicable Law) in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so licensed, qualified or in good standing, individually or in the aggregate with any such other failures, would not reasonably be expected to be material to the Company. Neither the Company nor the Company Subsidiaries is in violation of any of the provisions of their respective certificate of incorporation or equivalent organizational or governing documents.

(b) Section 2.1(b) of the Seller Disclosure Letter lists each Company Subsidiary, their respective jurisdictions of organization and the holders of the Equity Interests thereof. The Company is the owner of all of the issued and outstanding Equity Interests of each Company Subsidiary, free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) The Company has not approved or commenced any proceeding or made any election contemplating the dissolution or liquidation of the Company or any Company Subsidiary.

(d) Section 2.1(d) of the Seller Disclosure Letter sets forth a true, correct and complete list of: (i) the names of the members of the Board and the board of directors (or similar body) of each Company Subsidiary, (ii) the names of the members of each committee of the Board and the board of directors (or similar body) of each Company Subsidiary and (iii) the names and titles of the officers of each of the Company and the Company Subsidiaries.

2.2 Capital Structure.

(a) The authorized capital stock of the Company consists solely of (i) 253,933,170 shares of Company Common Stock, of which 153,933,170 shares are designated as Company Class A Common Stock and 100,000,000 shares are designated as Company Class B Common Stock and (ii) 16,034,483 shares of Company Preferred Stock, of which 3,654,170 shares are designated as Company Series A-1 Stock, 4,126,771 shares are designated as Company Series A-2 Stock, 4,126,771 shares are designated as Company Series A-3 Stock and 4,126,771 shares are designated as Company Series A-4 Stock. A total of (i) no shares of Company Class A Common Stock, (ii) 100,000,000 shares of Company Class B Common Stock, (iii) 3,654,170 shares of Company Series A-1 Stock, (iv) 4,126,771 shares of Company Series A-2 Stock, (v) no shares of Company Series A-3 Stock and (vi) 3,765,280 shares of Company Series A-4 Stock are issued and outstanding as of the Agreement Date, and there are no other issued and outstanding shares of Company Capital Stock and no Contracts to issue any shares of Company Capital Stock other than pursuant to the exercise of Company Options under the Company Option Plan that are outstanding. The Company does not hold any treasury shares. Section 2.2(a)-1 of the Seller Disclosure Letter sets forth, as of the Agreement Date, a true, correct and complete list of the name of each Person that is the registered owner of any shares of Company Capital Stock and the number, original issue date and original issue price of such shares so owned by such Person, and the number and type of shares of Company Common Stock that would be owned by such Person assuming conversion of all shares of Company Preferred Stock so owned by such Person giving effect to all anti-dilution and similar adjustments and the number of shares of such Company Capital Stock that, when issued, were Unvested Company Shares and whether a valid election was made under Section 83 of the Code with respect to such Unvested Company Shares. The number of such shares of Company Capital Stock set forth as being so owned by each such Person on Section 2.2(a)-1 of the Seller Disclosure Letter constitutes the entire interest of such Person in the issued and outstanding capital stock or voting securities of the Company. As of the Agreement Date, no shares of Company Capital Stock are Unvested Company Shares. All issued and outstanding shares of Company Capital Stock are duly authorized, validly issued, fully paid and non-assessable and are free of any Encumbrances (other than Permitted Encumbrances), outstanding subscriptions, preemptive rights or "put" or "call" rights created by statute, the Certificate of Incorporation or any Contract to which the Company or any of the Company Subsidiaries is a party or by which the Company or any of the Company Subsidiaries or any of their respective assets are bound, except as set forth in the IRVA. Neither the Company nor any of the Company Subsidiaries has ever declared or paid any dividends on any shares of Company Capital Stock. Neither the Company nor any of the Company Subsidiaries has any Liability for dividends accrued and unpaid by the Company or any of the Company Subsidiaries. Neither the Company nor any of the Company Subsidiaries is under any obligation to register under the Securities Act or the rules and regulations promulgated thereunder or any other Applicable Law any shares of Company Capital Stock, any Equity Interests or any other securities of the Company or any of the Company Subsidiaries, whether currently outstanding or that may subsequently be issued. All issued and outstanding shares of Company Capital Stock were issued in compliance with Applicable Law and all requirements set forth in the Certificate of Incorporation and any applicable Contracts to which the Company is a party or by which the Company, any of the Company Subsidiaries or any of its or their respective assets are bound.

(b) As of the Agreement Date, the Company has reserved 22,470,959 shares of Company Common Stock for issuance pursuant to awards granted under the Company Option Plan, of which 10,763,079 shares are subject to outstanding and unexercised Company Options and 11,707,880 shares remain available for issuance thereunder. Section 2.2(b) of the Seller Disclosure Letter sets forth a true, correct and complete list of all Company Optionholders and each Company Option, whether or not granted under the Company Option Plan, including the number of shares of Company Capital Stock subject to each Company Option, the number of such shares that are vested or unvested, the date of grant, the vesting commencement date, the fair market value of the Company Common Stock on the date of any such exercise, the stock certificate number(s) resulting from any such exercise, Section 83(b) filing date (if any), the vesting schedule (and the terms of any acceleration thereof), the exercise price per share of each Company Option, the Tax status of such Company Option under Section 422 of the Code (or any applicable foreign Tax law), the expiration date, the Company Option Plan under which such Company Option was granted (if any), and the country and state of residence of such Company Optionholder. All Company Options listed on Section 2.2(b) of the Seller Disclosure Letter that are denoted as incentive stock options under Section 422 of the Code so qualify and will continue to so qualify as of immediately prior to the consummation of the Transactions. In addition, Section 2.2(b) of the Seller Disclosure Letter indicates which Company Optionholders are Persons that are not employees of the Company (including non-employee directors, consultants, advisory board members, vendors, service providers or other similar Persons, whether or not employed directly by the Company or via a professional employer organization or an employer of record), including a description of the relationship between each such Person and the Company. True, correct and complete copies of each Company Option Plan, all agreements and instruments relating to or issued under each Company Option Plan (including executed copies of all Contracts relating to each Company Option and the shares of Company Capital Stock purchased or issuable under such Company Option) have been made available to Purchaser, and such Company Option Plan and Contracts have not been amended, modified or supplemented since being made available to Purchaser, and there are no agreements, understandings or commitments (in each case, that are binding on the Company) to amend, modify or supplement such Company Option Plan or Contracts in any case from those provided to Purchaser. All issued and outstanding shares of Company Capital Stock and all grants of Company Options were issued in compliance in all material respects with all Applicable Law and all requirements set forth in applicable Contracts. All Company Options that have vested and been exercised have vested and been exercised in accordance with Applicable Law. The terms of the Company Option Plan permit the treatment of Company Options as provided herein, without notice to, or the consent or approval of, the Company Optionholders, the Company Stockholders or otherwise and without any acceleration of the exercise schedule or vesting provisions in effect for such Company Options. The exercise price of all Company Options is and has at all times been at least equal to the fair market value of the Company Common Stock on the date such Company Options were granted (within the meaning of Treasury Regulation 1.409A-1(b)(5)(vi)(B)), and none of Purchaser or the Company has incurred or will incur any Liability or obligation to withhold Taxes under Section 409A of the Code upon the vesting of any Company Options. All Company Options cover "service recipient stock" (as defined under Treasury Regulation 1.409A-1(b)(5)(iii)) with respect to the grantor thereof. All Company Options (including the exercise price or methodology for determining the exercise price and substantive terms thereof) have been appropriately authorized by the Board or an appropriate committee thereof as of the applicable date of grant. No Company Options have been granted in contravention of any Applicable Law. All Company Options are intended to be granted under Rule 701 or Section 4(a)(2) of the U.S. securities laws, as set forth on Section 2.2(b) of the Seller Disclosure Letter.

(c) Without limiting the generality of the foregoing, each grant of a Company Option was duly authorized no later than the date on which the grant of such Company Option was by its terms to be effective by all necessary corporate action, including, as applicable, approval by the Board (or a duly constituted and authorized committee thereof) and any required Company Stockholder approval, in each case, by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto and is in full force and effect, each such grant was made in accordance with the terms of the Company Option Plan and all other Applicable Laws and each such grant was properly accounted for in accordance with GAAP in the financial statements (including the related notes) of the Company. All Company Options that were ever issued by the Company ceased to vest on the date on which the holder thereof ceased to be an employee, consultant or director of the Company or any of the Company Subsidiaries. The Company Option Plan has been duly authorized, approved and adopted by the Board and the Sellers and is in full force and effect.

(d) There are no authorized, issued or outstanding Equity Interests of the Company other than shares of Company Capital Stock and Company Options set forth in Sections 2.2(a), 2.2(b) or Sections 2.2(a) and 2.2(b) of the Seller Disclosure Letter, and no Person has any Equity Interests of the Company or any Company Subsidiary, stock appreciation rights, stock units, share schemes, calls or rights, or is party to any Contract of any character to which the Company or any Company Subsidiary is a party or otherwise bound or by which it or its assets is bound, in each case binding on the Company or any Company Subsidiary, (i) obligating the Company or any of the Company Subsidiaries to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any Equity Interests of the Company or such Company Subsidiary or other rights to purchase or otherwise acquire any Equity Interests of the Company or such Company Subsidiary, whether vested or unvested, or (ii) obligating the Company or such Subsidiary to grant, extend, accelerate the vesting and/or repurchase rights of, change the price of, or otherwise amend or enter into any such Company Option, call, right or Contract.

(e) No Company Debt granting its holder the right to vote on any matters with respect to the Company or any Company Subsidiary on which any Company Securityholder may vote (or that is convertible into, or exchangeable for, securities having such right) is issued or outstanding.

(f) Except as set forth on Section 2.2(f) of the Seller Disclosure Letter, since the Lookback Date, the Company has never repurchased, redeemed or otherwise reacquired any shares of Company Capital Stock, Company Options, or any other Equity Interests of the Company. All shares of Company Capital Stock ever repurchased or redeemed by the Company were repurchased or redeemed in compliance with: (i) all applicable securities laws and (ii) all requirements set forth in the Certificate of Incorporation and all applicable Contracts to which the Company or any Company Subsidiary is a party or otherwise bound.

(g) There are no Contracts (to which the Company or any Company Subsidiary is a party or otherwise bound) relating to voting, purchase, sale or transfer of any Equity Interests of the Company or of any Company Subsidiary to which the Company or any Company Subsidiary is a party or otherwise bound.

(h) Section 2.2(h) of the Seller Disclosure Letter sets forth a true, correct and complete list of all individuals who, as of the Agreement Date, have been offered by the Company an opportunity to receive Company Options under a binding offer letter from, or other Contract with, the Company or any Company Subsidiary (which has not expired, been rescinded or rejected), but who have not been granted such Company Options, including the number of Company Options, the start date or anticipated start date of such individual, the vesting commencement date and vesting schedule described in such offer letter or Contract.

(i) Section 2.2(i) of the Seller Disclosure Letter sets forth a true, correct and complete list of all dividends or other distributions declared, set aside or paid with respect to any securities of the Company, and any direct or indirect redemption, purchase or other acquisition by the Company of any of its securities, or any change in any rights, preferences, privileges or restrictions of any of its outstanding securities, in each case since incorporation of the Company (each, a "***Stock Adjustment***"). All Stock Adjustments were conducted in full compliance with Applicable Law and the Contracts to which the Company is party to that are applicable thereto.

2.3 Authority; Non-contravention.

(a) Except as may result from any facts or circumstances relating solely to Purchaser, the consummation of the Transactions will not, (i) result in the creation of any Encumbrance on any of the assets of the Company or any of the Company Subsidiaries or any share of Company Capital Stock or (ii) conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or require any consent, approval or waiver from any Person pursuant to, (A) any provision of the Certificate of Incorporation or other equivalent organizational or governing documents of the Company or any of the Company Subsidiaries, in each case as amended to date, (B) any Contract of the Company or any of the Company Subsidiaries or any Contract applicable to any of the assets of the Company or any of the Company Subsidiaries or (C) any Applicable Law or any Order to which the Company or any of the Company Subsidiaries or any of the assets owned or used by the Company or any of the Company Subsidiaries, is subject except, with respect to clauses (i), (ii)(B) and (ii)(C), as would not, individually or in the aggregate, be material to the Company and the Company Subsidiaries (taken as a whole) or the Business.

(b) No consent, approval, Order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to the Company or any of the Company Subsidiaries in connection with the execution and delivery of this Agreement or the consummation of the Transactions, except for such consents, approvals, Orders, authorizations, registrations, declarations, filings and notices that, if not obtained or made, would not reasonably be expected to prevent or materially delay the consummation of the Transactions in accordance with this Agreement or any other Transaction Document and Applicable Law.

2.4 Financial Statements; No Undisclosed Liabilities.

(a) The Sellers have made available to Purchaser true, correct and complete copies of the audited consolidated financial statements of the Company for each of the fiscal years ending December 31, 2022 and December 31, 2023, and the unaudited consolidated financial statements of the Company for the 6-month period ended June 30, 2024 (including, in each case, the related balance sheets, statements of operations and statements of cash flows for the periods then ended) (collectively, the "***Financial Statements***"), which are included as Section 2.4(a) of the Seller Disclosure Letter. The Financial Statements (i) are derived from and in accordance with the books and records of the Company and the Company Subsidiaries, (ii) complied as to form in all material respects with applicable accounting requirements with respect thereto as of their respective dates, (iii) fairly present in all material respects the financial condition of the Company and the Company Subsidiaries at the dates therein indicated and the results of operations and cash flows of the Company and the Company Subsidiaries for the periods therein specified (subject, in the case of unaudited Financial Statements, to normal recurring year-end audit adjustments, none of which individually or in the aggregate are or will be material in amount), and (iv) were prepared in accordance with GAAP, except for the absence of footnotes in the unaudited Financial Statements, applied on a consistent basis throughout the periods involved.

(b) Neither the Company nor any of the Company Subsidiaries has any material Liabilities of any nature, other than (i) those set forth or sufficiently provided for in the balance sheet included in the Financial Statements as of June 30, 2024, including the notes thereto (such date, the "***Company Balance Sheet Date***" and such balance sheet, the "***Company Balance Sheet***"), (ii) those incurred in the conduct of the Company's or any of the Company Subsidiaries' business since the Company Balance Sheet Date in the ordinary course of business and consistent with past practice that, individually or in the aggregate, are not material in nature or amount to the Company or the Business and do not result from any breach of Contract or warranty, infringement of rights, tort or violation of Applicable Law and (iii) unpaid Transaction Expenses. Except for Liabilities reflected in the Financial Statements, neither the Company nor any of the Company Subsidiaries has any off balance sheet Liability of any nature to, or any financial interest in, any third party or entities, the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of debt expenses incurred by the Company.

(c) Neither the Company nor any of the Company Subsidiaries has applied for or accepted (i) any loan pursuant to the PPP in Section 1102 and Section 1106 of the CARES Act, respectively, or (ii) any funds pursuant to the Economic Injury Disaster Loan program or an advance on an Economic Injury Disaster Loan pursuant to Section 1110 of the CARES Act.

(d) Section 2.4(d) of the Seller Disclosure Letter sets forth a true, correct and complete list of all Company Debt, including, for each item of Company Debt, the agreement governing the Company Debt and the interest rate, maturity date, any assets securing such Company Debt and any prepayment or other penalties payable in connection with the repayment of such Company Debt at the Closing.

(e) Section 2.4(e) of the Seller Disclosure Letter sets forth the names and locations of all banks and other financial institutions at which the Company or any Company Subsidiary maintain accounts and the names of all Persons authorized to make withdrawals therefrom.

(f) The accounts receivable of the Company and the Company Subsidiaries as reflected on the Company Balance Sheet and as will be reflected in the Seller Closing Financial Certificate arose in the ordinary course of business, represented *bona fide* claims against debtors for sales and other charges and have been collected in the book amounts thereof, less an amount not in excess of the allowance for doubtful accounts provided for in the Company Balance Sheet, or in the Seller Closing Financial Certificate, as the case may be. Allowances for doubtful accounts and warranty returns have been prepared in accordance with GAAP consistently applied and in accordance with the Company's past practice and are sufficient to provide for any losses that may be sustained on realization of the receivables.

(g) Each of the Company and the Company Subsidiaries has established and maintains a system of internal accounting controls sufficient to provide reasonable assurances (i) that transactions, receipts and expenditures of the Company and the Company Subsidiaries are being executed and made only in accordance with appropriate authorizations of management and/or the Board, as applicable, (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 the prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Company and (iv) that the amount recorded for assets on the books and records of the Company or any of the Company Subsidiaries is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. None of the Company or any of the Company Subsidiaries, its independent auditors or, to the Knowledge of the Sellers, any current or former employee, consultant or director of the Company or any of the Company Subsidiaries has identified or been made aware of any fraud, whether or not material, that involves the Company's or any of the Company Subsidiaries or its or their management or other current or former employees, consultants or directors of the Company or any of the Company Subsidiaries who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company or any of the Company Subsidiaries, or any claim or allegation regarding any of the foregoing.

(h) The Company has identified all uncertain Tax positions contained in all Tax Returns filed by the Company or any of its Company Subsidiaries and has established adequate reserves and made any appropriate disclosures in the Financial Statements in accordance with the requirements of ASC 740-10 (formerly Financial Interpretation No. 48 of FASB Statement No. 109, Accounting for Uncertain Tax Positions).

2.5 Absence of Changes. Since January 1, 2024:

(a) the Company and the Company Subsidiaries have conducted the Business only in the ordinary course of business and consistent with past practice in all material respects;

(b) there has not occurred a Material Adverse Effect;

(c) neither the Company nor any Company Subsidiary has made or entered into any Contract or letter of intent with respect to any acquisition, sale or transfer of any asset of the Company or any Company Subsidiary (other than the licensing of Intellectual Property Rights in Company Products on a non-exclusive basis in the ordinary course of business consistent with past practice);

(d) there has not occurred any declaration, setting aside, or payment of a dividend or other distribution with respect to any securities of the Company or any of the Company Subsidiaries, or any direct or indirect redemption, purchase or other acquisition by the Company or any of the Company Subsidiaries of any of its or their securities, or any change in any rights, preferences, privileges or restrictions of any of its outstanding securities;

(e) neither the Company nor or any of the Company Subsidiaries has entered into, amended, modified, terminated, or waived rights under any Material Contract, and there has not occurred any default under any Material Contract to which the Company or any of the Company Subsidiaries is a party or by which they are, or any of their respective assets and properties are, bound;

(f) there has not occurred any amendment or change to the Certificate of Incorporation or other equivalent organizational or governing documents of the Company or any of the Company Subsidiaries;

(g) neither the Company nor any of the Company Subsidiaries has established, entered into, adopted, terminated, or amended any employment or separation agreement (other than new agreements with non-executive employees in the ordinary course which do not provide for severance benefits), compensation or benefit plan, retirement policy, practice, arrangement, or agreement or other employee benefit plan;

(h) there has not occurred any increase in or modification of the compensation or benefits payable or to become payable by the Company or any of the Company Subsidiaries to any of its or their current or former directors, officers, employees or consultants, and there have not been any modification of any "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and the regulations and guidance promulgated thereunder, or any new loans or extension of existing loans to any such Persons (other than routine expense advances to employees of the Company or any of the Company Subsidiaries);

(i) neither the Company nor any of the Company Subsidiaries has committed to grant or provide (nor has granted any) increase or acceleration of funding, payment or vesting of any compensation or benefits, other than as expressly contemplated by this Agreement;

(j) other than in the ordinary course with non-executive employees, there has not occurred the execution of any employment Contracts or service Contracts or the extension of the term of any existing employment Contract or service Contract with any Person in the employ or service of the Company or any of the Company Subsidiaries;

(k) there has not occurred any change in title, office or position, or material reduction in the responsibilities of, or change in identity with respect to the management, supervisory or other key personnel of the Company or any of the Company Subsidiaries, or any termination of employment of any such employees;

(l) there has not occurred any labor dispute or claim of unfair labor practices involving the Company or any of the Company Subsidiaries;

(m) neither the Company nor any of the Company Subsidiaries has incurred, created or assumed any Encumbrance (other than a Permitted Encumbrance) on any of its assets or properties, any indebtedness for borrowed money or any Liability as guaranty or surety with respect to the obligations of any other Person;

(n) other than in the ordinary course of business, neither the Company nor any of the Company Subsidiaries has paid or discharged any Encumbrance or Liability that was not shown on the Company Balance Sheet or incurred in the ordinary course of business since the Company Balance Sheet Date;

(o) neither the Company nor any of the Company Subsidiaries has incurred any Liability to its directors, officers or Sellers (other than Liabilities to pay compensation or benefits in connection with services rendered in the ordinary course of business);

(p) neither the Company nor any of the Company Subsidiaries has made any deferral of the payment of any accounts payable other than in the ordinary course of business, or in an amount in excess of $50,000, or given any discount, accommodation or other concession other than in the ordinary course of business, in order to accelerate or induce the collection of any receivable;

(q) neither the Company nor any of the Company Subsidiaries has made any material change in the manner in which it extends discounts, credits or warranties to customers;

(r) neither the Company nor any of the Company Subsidiaries has made (i) any capital expenditures, (ii) executed any lease to which the Company or any of the Company Subsidiaries is a party or (iii) incurred any obligations to make any capital expenditures or execute any lease; and

(s) there has not occurred any announcement of, any negotiation by or any entry into any Contract by the Company to do any of the things described in the preceding clauses (a) through (r) (other than negotiations and agreements with Purchaser and its representatives regarding the Transactions).

2.6 Litigation. There is no pending Legal Proceeding to which the Company or any of the Company Subsidiaries is a party, and, to the Sellers' Knowledge, no threatened Legal Proceeding against the Company or any of the Company Subsidiaries or any of its or their respective assets or any of its or their directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company or any of the Company Subsidiaries). There is no Order against the Company or any of the Company Subsidiaries, or any of its or their assets, or, to the Knowledge of the Sellers, any of its or their directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company or any of the Company Subsidiaries). Neither the Company nor any of the Company Subsidiaries has any Legal Proceeding pending or threatened against any other Person.

2.7 Restrictions on Business Activities. There is no Contract or Order binding upon the Company or any of the Company Subsidiaries that restricts or prohibits or purports to restrict or prohibit, whether before or after consummation of the Stock Purchase, any current business practice of the Company or any of the Company Subsidiaries, any acquisition of property by the Company or any of the Company Subsidiaries or the conduct or operation of the Business or limiting the freedom of the Company to (i) engage or participate, or compete with any other Person, in any line of business, market or geographic area with respect to the Company Products, (ii) sell, distribute or manufacture any products or services or to purchase or otherwise obtain any software, components, parts or services, (iii) solicit the services or business of any Person, or (iv) freely set prices for any products, services or technology, including the Company Products (including any most favored pricing provisions).

2.8 Compliance with Laws; Governmental Permits.

(a) The Company and each of the Company Subsidiaries has, since the Lookback Date, complied in all material respects with, is not in material violation of, and, since the Lookback Date, has not received any written notice of violation with respect to, Applicable Law.

(b) The Company and each of the Company Subsidiaries holds, and, with respect to clause (ii), has at all times since the Lookback Date held and maintained, each federal, state, county, local or foreign governmental consent, license, permission, permit, grant or other authorization and approval of a Governmental Entity (i) pursuant to which the Company or any of the Company Subsidiaries currently operates or holds any interest in any of its assets or properties or (ii) that is required to carry on the activities required for or in connection with the carrying on of the conduct of the Business as required by all Applicable Laws in the places and in the manner in which the Business of the Company is carried on or the holding of any such interest (all of the foregoing consents, licenses, permissions, permits, grants and other authorizations and approvals, collectively, the "***Company Authorizations***"), and all of the Company Authorizations are in full force and effect, are not limited in duration or subject to any conditions and have been complied with in all respects, in each case, except as would not be material to the Company and the Company Subsidiaries, taken as a whole, or the Business. Section 2.8(b) of the Seller Disclosure Letter identifies each material Company Authorization.

(c) Since the Lookback Date, neither the Company nor any of the Company Subsidiaries has received any written notice or, to the Knowledge of the Sellers, other communication from any Governmental Entity regarding (i) any actual or possible violation of any Company Authorization or (ii) any actual or possible revocation, non-renewal, withdrawal, suspension, cancellation, termination or modification of any Company Authorization or any Company Authorization made subject to any restrictions, requirements or conditions, or which may confer a right of revocation, and to the Knowledge of the Sellers, no such information notice or other communication is forthcoming. The Company and each of the Company Subsidiaries has complied in all material respects with all of the terms of the Company Authorizations, and none of the Company Authorizations will be terminated, revoked or impaired, or will become terminable, in whole or in part, as a result of the consummation of the Transactions.

2.9 Title to, Condition and Sufficiency of Assets; Real Property.

(a) Each of the Company and the Company Subsidiaries has good and marketable title to, or valid leasehold interest in or valid license or right to use, all of its or their tangible properties, and interests in tangible properties and assets, real and personal, reflected on the Company Balance Sheet or acquired after the Company Balance Sheet Date (except tangible properties and assets, or interests in properties and tangible assets, sold or otherwise disposed of since the Company Balance Sheet Date in the ordinary course of business and consistent with past practice), or, with respect to leased tangible properties and assets, valid leasehold interests in such tangible properties and assets that afford the Company and each of the Company Subsidiaries valid leasehold possession of the properties and assets that are the subject of such leases, in each case, free and clear of all Encumbrances, except Permitted Encumbrances.

(b) Other than with respect to Intellectual Property Rights, the assets and properties owned, leased or licensed by the Company and the Company Subsidiaries (i) constitute all of the assets and properties that are necessary for the Company or any of the Company Subsidiaries to conduct, operate and continue the conduct of the Business and (ii) constitute all of the assets and properties that are used in the conduct of the Business, without the breach or violation of any Contract.

(c) Section 2.9(c) of the Seller Disclosure Letter identifies each parcel of real property leased by the Company or any of the Company Subsidiaries. The Company has provided to Purchaser true, correct and complete copies of all leases, subleases and other agreements under which the Company uses or occupies or has the right to use or occupy, now or in the future, any real property or facility, including all modifications, amendments and supplements thereto. Neither the Company nor any of the Company Subsidiaries owns or has ever owned any real property.

2.10 Intellectual Property.

(a) As used herein, the following terms have the meanings indicated below:

(i) "***Company Data***" means all data collected, received, used, stored, recorded, altered, ingested, compiled, de-identified, transferred, accessed, disclosed, shared or destroyed in connection with the operation of the Business or the development, training, marketing, delivery, support or use of any current Company Product, howsoever obtained or collected by the Company or any Company Subsidiary.

(ii) "***Company Data Agreement***" means any Contract relating to or otherwise addressing the Processing of Company Data by or on behalf of the Company or any Company Subsidiary by which the Company or any Company Subsidiary is bound.

(iii) "***Company Intellectual Property***" means any and all Company-Owned Intellectual Property and any and all Third-Party Intellectual Property that is licensed to or otherwise used by the Company or any Company Subsidiary.

(iv) "***Company Intellectual Property Agreements***" means any Contract relating to any Company Intellectual Property to which the Company or any Company Subsidiary is a party.

(v) "***Company-Licensed Data***" means all data that is collected, received, used, stored, recorded, altered, ingested, compiled, de-identified, transferred, accessed, disclosed, shared or destroyed by the Company or any Company Subsidiary which is owned by a third party.

(vi) "***Company-Owned Data***" means data that the Company or any Company Subsidiary owns.

(vii) "***Company-Owned Intellectual Property***" means any and all Intellectual Property that is owned by the Company or any Company Subsidiary, including all Intellectual Property Rights set forth on Section 2.10(a)(vii) of the Seller Disclosure Letter.

(viii) "***Company Products***" means all products or services (including any websites and mobile applications) currently or previously produced, marketed, licensed, sublicensed, sold, distributed or commercialized by or on behalf of the Company or any Company Subsidiary and all products or services currently under development by the Company or any Company Subsidiary.

(ix) "***Company Registered Intellectual Property***" means the United States, international and foreign: (A) issued patents and patent applications (including provisional applications), (B) registered trademarks, applications to register trademarks, intent-to-use applications, (C) registered Internet domain names (D) registered copyrights and applications for copyright registration, and (E) any other Intellectual Property Rights that are the subject of an application, registration or other similar document issued by, filed with or recorded by any Governmental Entity, in each case registered, assigned to or filed in the name of the Company or any Company Subsidiary and otherwise included in the Company-Owned Intellectual Property.

(x) "***Company Source Code***" means, collectively, any software source code or related database specifications or designs, or any proprietary information or algorithm contained therein, in each case owned by the Company or any Company Subsidiary.

(xi) "***Company Technology***" means all Technology owned by the Company or any Company Subsidiary, including all Technology set forth on Section 2.10(a)(xi) of the Seller Disclosure Letter.

(xii) "***Company Websites***" means all websites and mobile applications owned, operated, hosted, or controlled by the Company or any Company Subsidiary through which the Company or any Company Subsidiary conducts the Business (including those web sites operated using the domain names listed in Section 2.10(c) of the Seller Disclosure Letter).

(xiii) "***ICT Infrastructure***" means the information and communications technology infrastructure and systems (including computer systems, software, software as a service, platform as a service, infrastructure as a service, hardware, firmware, workstations, routers, data communication lines, servers, networks, telecommunication systems, interfaces and related systems, information technology and related systems) that are used in the Business and/or in connection with the Company Products.

(xiv) "***Intellectual Property***" means (A) Intellectual Property Rights and (B) Technology.

(xv) "***Intellectual Property Rights***" means any and all intellectual property rights throughout the world, including: patents, utility models, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof and equivalent or similar rights in inventions and discoveries anywhere in the world, including invention disclosures; common law and statutory rights in trade secrets, confidential and proprietary information and know-how; industrial designs and any registrations and applications therefor, trade names, logos (to the extent they constitute trademarks under Applicable Law), trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications and any and all goodwill associated with and symbolized by the foregoing items; Internet domain name applications and registrations; copyrights, copyright registrations and applications therefor and all other rights corresponding thereto; database rights, mask works, mask work registrations and applications therefor and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology; and any equivalent rights to any of the foregoing.

(xvi) ***IP Assignment and License Agreement***" means that certain Intellectual Property Assignment, License and Transfer Agreement, dated as of December 21, 2022, by and between the Company and IPsoft, LLC, IPsoft UK Ltd., IPsoft Holding I LLC, IPsoft EU Holding BV, IPsoft Global Services Private Ltd, IPsoft GmbH, IPsoft Sweden AB and Chetan Dube.

(xvii) "***Open Source Materials***" means software or other material that is distributed as "free software," "open source software" or under substantially similar licensing or distribution terms (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, MIT licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License), and any other license or distribution model described by the Open Source Initiative at www.opensource.org as "free software" or "open source software".

(xviii) "***R&D Sponsor***" means any Governmental Entity, public source, university, college, hospital, clinic, laboratory, research center or other educational or research institution, military, multi-national, bi-national or international organization that has provided grants to the Company, any Company Subsidiary, or any Author of any Company-Owned Intellectual Property.

(xix) "***Technology***" means any and all works of authorship, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, technical documentation, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, technological improvements, technology, formulae, patterns, algorithms and specifications, and any and all instantiations or embodiments of the foregoing or any Intellectual Property Rights in any form and embodied in any media.

(xx) "***Third-Party Content***" means any and all data, email messages, SMS or text messages, audio, video, images, and other communications, material, information or content posted, transmitted, displayed, or otherwise made available to the Company or any Company Subsidiary by any third party (other than the Company or any of its Subsidiaries), in whole or in part, via any website, software or other service (including any social media service), in each case which have been obtained or derived in any manner (including, but not limited to, through an API or through "crawling," "scraping," or other collection methods).

(xxi) "***Third-Party Intellectual Property***" means any and all Intellectual Property owned by a third party.

(b) Status. The Company and/or each Company Subsidiary has full title and exclusive ownership of all Company-Owned Intellectual Property free and clear of any Encumbrances (other than Permitted Encumbrances) and is duly licensed under or otherwise authorized to use all other Intellectual Property necessary for the conduct of the Business. The Company Intellectual Property (not including the Intellectual Property Rights licensed to the Company pursuant to the IP Assignment and License Agreement) collectively constitutes all of the Intellectual Property necessary for Purchaser's conduct of, or that are used in or held for use for, the Business without: (i) the need for Purchaser to acquire or license any other intangible asset, intangible property or Intellectual Property Right or (ii) the Company's or any Company Subsidiary's breach or violation of any Contract. Since January 1, 2024, neither the Company nor any Company Subsidiary has transferred ownership of any material Company-Owned Intellectual Property, or granted any exclusive license to, any Company-Owned Intellectual Property, to any third party. No third party has any ownership right in any material Company-Owned Intellectual Property or material Company-Owned Data.

(c) Company Registered Intellectual Property. Section 2.10(c) of the Seller Disclosure Letter lists all Company Registered Intellectual Property, the registrant, the status of such registration or application, the jurisdictions in which it has been issued or registered or in which any application for such issuance and registration has been filed or the jurisdictions in which any other filing or recordation has been made and all actions that are required to be taken by the Company within 60 days following the Agreement Date in order to avoid the abandonment, cancellation or lapse of such Company Registered Intellectual Property (including all office actions, provisional conversions, annuity or maintenance fees or re-issuances). Each item of Company Registered Intellectual Property is subsisting, valid (or in the case of applications, applied for) and enforceable. All registration, maintenance and renewal fees currently due in connection with such Company Registered Intellectual Property have been paid and all documents, recordations and certificates in connection with such Company Registered Intellectual Property currently required to be filed have been filed with the relevant patent, copyright, trademark or other authorities in the United States and/or foreign jurisdictions, as the case may be, to the extent necessary to maintain such Company Registered Intellectual Property and recording the Company's or a Company Subsidiary's ownership interests therein.

(d) Company Products. Section 2.10(d) of the Seller Disclosure Letter lists all Company Products (other than websites) being commercialized by the Company or any Company Subsidiary as of the Agreement Date and all Company Products (other than websites) under development by the Company or any Company Subsidiary as of the Agreement Date.

(e) No Assistance. At no time during the conception of or reduction to practice of any of the Company-Owned Intellectual Property since the Lookback Date was the Company, any Company Subsidiary nor, to the Knowledge of the Sellers, any Author of such Company-Owned Intellectual Property (i) operating under any grants from any R&D Sponsor, (ii) performing (directly or indirectly) research sponsored by or services for any R&D Sponsor, or (iii) subject to any employment agreement, consulting or professional services agreement or invention assignment or nondisclosure agreement or other obligation with any R&D Sponsor, in each case of (i)-(iii), that adversely affects the Company's rights in, or give any such third-party rights in or to, any such Company-Owned Intellectual Property, other than rights to use such Company-Owned Intellectual Property for the sole benefit of the Company. No R&D Sponsor has any claim of right or license to, ownership of or other Encumbrance on any Company-Owned Intellectual Property.

(f) Founders. All rights in, to and under all Intellectual Property Rights created by the Company's founders for or on behalf of the Company or any Company Subsidiary (i) prior to the inception of the Company or any Company Subsidiary or (ii) prior to their commencement of employment with the Company or any Company Subsidiary, in each case, have been duly and validly assigned to the Company or a Company Subsidiary, without any conflict or breach of any such founder's obligations to any third party (or such Intellectual Property Rights have been validly assigned to the Company or a Company Subsidiary by operation of law or otherwise).

(g) Invention Assignment and Confidentiality Agreement. The Company and each Company Subsidiary has secured from each (i) current and former consultants, advisors, employees and independent contractors who independently or jointly contributed to or participated in the conception, reduction to practice, creation or development of any Intellectual Property Right for the Company or any Company Subsidiary (any Person described in clause (i), a "Developer") and (ii) named inventors of patents and patent applications included in the Company Registered Intellectual Property (any Person described in clause (i) or (ii), an "***Author***"), unencumbered and unrestricted exclusive ownership of, all of the Authors' right, title and interest in and to such Intellectual Property Right. No Author has retained any rights, licenses, claims or interest whatsoever in any Intellectual Property Right developed by the Author for the Company or any Company Subsidiary, other than any rights to use such Intellectual Property Right within the scope of their employment or engagement with the Company or any Company Subsidiary. Without limiting the foregoing, the Company and each Company Subsidiary has obtained written and enforceable Contracts from all current and former Developers assigning all of each Developer's right and title to any Intellectual Property Right developed in the course of such Developer's employment or engagement with the Company or any Company Subsidiary to the Company or Company Subsidiary (or such Intellectual Property Right has been transferred to the Company or any Company Subsidiary by operation of law or otherwise) and, in the case of patents and patent applications included in the Company Registered Intellectual Property, such assignments have been recorded with the relevant authorities in the applicable jurisdiction or jurisdictions. No Author is subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect the Company's or any Company Subsidiary's rights in Company-Owned Intellectual Property Right.

(h) No Violation. No Author of the Company or any Company Subsidiary: (i) is in violation in any material respect of any term or covenant of any Contract relating to invention disclosure, invention assignment, non-disclosure of trade secrets or proprietary information or non-competition or any other Contract with any third party by virtue of such Author being employed by, or performing services for, the Company or any Company Subsidiary, or using trade secrets or proprietary information of others without permission or (ii) has developed any technology, software or other copyrightable, patentable or otherwise proprietary work for the Company or any Company Subsidiary that is subject to any agreement under which such Author has assigned or otherwise granted to any third party any rights (including Intellectual Property Rights) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work.

(i) Confidential Information. The Company and each Company Subsidiary has taken commercially reasonable and legally required steps to protect and preserve the confidentiality of all confidential or non-public information of the Company and each Company Subsidiary (including trade secrets, Company Source Code and confidential Company Data) or provided by any third party to the Company ("***Company Confidential Information***"). All current and former employees and contractors of the Company, any Company Subsidiary and any third party that the Company or any Company Subsidiary has provided access to Company Confidential Information have executed and delivered to the Company a written legally binding agreement that includes terms regarding the protection of such Company Confidential Information. Since the Lookback Date, there has been no breach of confidentiality obligations or unauthorized disclosure on the part of the Company, any Company Subsidiary or, to the Knowledge of the Sellers, by any third party with respect to Company Confidential Information.

(j) Non-Infringement. To the Knowledge of the Sellers, there is no infringement, misappropriation or other violation of any Company-Owned Intellectual Property by any third party. Since the Lookback Date, neither the Company nor any Company Subsidiary has sent a notice to any third party alleging infringement, misappropriation or other violation of any Company-Owned Intellectual Property. Since the Lookback Date, neither the Company nor any Company Subsidiary has brought any Legal Proceeding for infringement, misappropriation or other violation of any Company-Owned Intellectual Property. Neither the Company nor any Company Subsidiary has any Liability for infringement, misappropriation or other violation of any Third-Party Intellectual Property. None of (i) the Company Products, (ii) the Company-Owned Intellectual Property nor (iii) the operation of the Business (including (A) the design, development, manufacturing, reproduction, marketing, licensing, sale, offer for sale, importation, distribution, provision and/or use of any Company Product and/or Company-Owned Intellectual Property and (B) the Company's or any Company Subsidiary's use of any product, device, process or service used in the Business, in each case, as previously conducted, currently conducted and as currently proposed to be conducted by the Company or any Company Subsidiary), has since the Lookback Date, or currently does infringe (directly or indirectly, including via contribution or inducement), misappropriate or otherwise violate any Third-Party Intellectual Property and there is no basis for any such claims. Since the Lookback Date, neither the Company nor any Company Subsidiary has been a party to any Legal Proceeding or received any written or other communications (including any third-party reports by users) alleging that the Company or any Company Subsidiary has infringed, misappropriated, or otherwise violated or otherwise alleging the Company is required to take a license to, or to cease using, any Third-Party Intellectual Property. No Company-Owned Intellectual Property or Company Product or other Company Intellectual Property, is currently subject to any Legal Proceeding, Order or settlement agreement that restricts in any manner the use, transfer or licensing thereof by the Company or any Company Subsidiary, or that limits, impairs or otherwise adversely affects the validity, use or enforceability of any Company Intellectual Property. Neither the Company nor any Company Subsidiary has received any written opinion of counsel that any Company Product or Company-Owned Intellectual Property or the operation of the Business, as previously conducted since the Lookback Date, or currently conducted, or as currently proposed to be conducted, infringes, misappropriates or otherwise violates any Third-Party Intellectual Property.

(k) Company Intellectual Property Agreements. At and immediately after the Closing, the Company (as a wholly owned subsidiary of Purchaser) and the Company Subsidiaries will be permitted to exercise all of the Company's or the Company Subsidiaries' rights under the Company Intellectual Property Agreements to the same extent the Company or Company Subsidiaries would have been able to had the Transactions not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments that the Company or Company Subsidiaries would otherwise be required to pay.

(l) Non-Contravention. Neither the execution and performance of this Agreement nor the consummation of the Transactions will result in (except as may be provided in, caused by or arise from Contracts entered into by Purchaser or any of its Affiliates): (i) Purchaser or any of its Affiliates granting to any third party any right to or in any Intellectual Property Rights owned by, or licensed to, Purchaser or any of its Affiliates, (ii) Purchaser or any of its Affiliates, being bound by or subject to, any exclusivity obligations, non-compete or other restriction on the operation or scope of their respective businesses, (iii) Purchaser being obligated to pay any royalties or other material amounts to any third party in excess of those payable by any of them, respectively, in the absence of this Agreement or the Transactions or (iv) any termination of, or other adverse material impact to, any Company Intellectual Property.

(m) Company Source Code. Neither the Company nor any Company Subsidiary has disclosed, delivered or licensed to any Person or agreed or is contractually obligated to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, nor has there been any unauthorized or inadvertent disclosure of, any Company Source Code, other than disclosures to employees, contractors and consultants who are involved in the development, testing or other analysis of Company Products and who are subject to valid and enforceable written confidentiality obligations. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by the Company or any Company Subsidiary of any Company Source Code to any Person, other than disclosures to employees, contractors, and consultants who are involved in the development, testing or other analysis of Company Products, and who are subject to valid and enforceable written confidentiality obligations. Without limiting the foregoing, neither the execution nor performance of this Agreement nor the consummation of any of the Transactions will result in a release from escrow or other delivery to a third party of any Company Source Code (except as may be provided in, caused by or arise from Contracts entered into by or Purchaser or any of its Affiliates).

(n) Open Source Software. Section 2.10(n) of the Seller Disclosure Letter identifies all material Open Source Materials used in any Company Product commercialized by the Company or any Company Subsidiary as of the Agreement Date and identifies the licenses under which such Open Source Materials were used. The Company is in compliance with the terms and conditions of all licenses for the Open Source Materials. Except as set forth on Section 2.10(n) of the Seller Disclosure Letter, neither the Company nor any Company Subsidiary has (i) incorporated Open Source Materials into, or combined or linked Open Source Materials with, the Company Intellectual Property or Company Products, (ii) distributed Open Source Materials in conjunction with any Company Intellectual Property or Company Products or (iii) used Open Source Materials, in such a way that, with respect to clauses (i), (ii) or (iii) creates restrictions for the Company or any Company Subsidiary with respect to the use of any Company- Owned Intellectual Property by the Company or any Company Subsidiary or grants to any third party any rights or immunities under any Company-Owned Intellectual Property (including using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that any Company-Owned Intellectual Property or other software owned by the Company or any Company Subsidiary incorporated into, derived from, combined or linked with, or distributed with, such Open Source Materials be (1) disclosed or distributed in source code form (other than source code that is a part of such Open Source Materials), (2) licensed to any third party for the purpose of making derivative works, (3) redistributable or licensed at no charge or subject to restrictions or consideration or (4) except as specifically permitted by Applicable Law, allowed to be decompiled, disassembled or otherwise reverse-engineered by any third party).

(o) No Defects. The Company Products, Company Data and the Company Technology are free from material defects, inaccuracies, data integrity defects and bugs, and conform in all material respects to the applicable then-current specifications, and documentation published by the Company. The software included in the Company Products or the Company Technology does not contain (i) any unauthorized disabling code, design, routine, viruses, Trojan horses, or other unauthorized disabling or disruptive codes or commands in each case that would limit or restrict the Company's or, any Company Subsidiary's ability to use such software, the Company Product or the Company Technology, including after a specific or random number of years or copies, or (ii) any back doors or other undocumented access mechanism allowing unauthorized access, viewing, manipulation, modification, or other changes to, such software by unauthorized Persons.

(p) Standards Bodies. (i) Neither the Company nor any Company Subsidiary is, and since the Lookback Date has not been, a member of, a contributor to, or affiliated with, any industry standards organization, body, working group, or similar organization, and (ii) neither the Company nor any Company Subsidiary nor Company-Owned Intellectual Property is subject to any licensing, assignment, contribution, disclosure or other requirement or restriction of any industry standards organization, body, working group, or similar organization that adversely impacts the Company-Owned Intellectual Property.

(q) Third-Party Content. The manner in which the Company or any Company Subsidiary, or, to the Knowledge of the Sellers, any third party acting on behalf of the Company, accesses, uses, acquires, or otherwise obtains Third-Party Content from any source, including via public or private application interfaces ("***APIs***"), crawling, or scraping, complies with (A) all applicable Contracts to which the Company or any Company Subsidiary is a party; and (B) Applicable Law. None of the Company, any Company Subsidiary or any Persons acting on behalf of the Company have circumvented any technological measures that were implemented in connection with any web site or service in order to block, deter, control or limit access to or the use of such web site or service or any Third-Party Content on such web site or service in a manner that violates Applicable Law or a Contract to which the Company or a Company Subsidiary is a party. Since the Lookback Date, the Company, any Company Subsidiary and any Persons performing services on behalf of the Company, have not knowingly, intentionally or willfully infringed or misappropriated any Third-Party Intellectual Property, or violated any Applicable Law with respect to, Third-Party Intellectual Property or Personal Data contained in any Third-Party Content.

(r) AI Matters.

(i) Section 2.10(r)(i) to the Seller Disclosure Letter sets forth a complete and accurate list of all third-party AI Technology incorporated in any Company Products commercialized by the Company or any Company Subsidiary as of the Agreement Date (each, an "***AI Tool***").

(ii) The Company and each Company Subsidiary has complied in all material respects with all licenses, consents, agreements, terms, conditions, written instructions and permissions applicable to the use of each Training Dataset and has a valid and enforceable right to use each Training Dataset as currently used in the operation of the Business. The Company's and each Company Subsidiary's (A) development, training, operation, improvement, marketing, provision, deployment, or use of any Company AI Products (including all AI Data processed thereby) and (B) use or employment of any other AI Technology, in each case, complies with all AI Commitments. The Company and each Company Subsidiary have implemented and maintained commercially reasonable controls, polices, procedures, safeguards, measures, plans, and technologies with respect to the Company's or any Company Subsidiary's use of AI Technology designed to mitigate risks of regurgitation, copyright infringement, trade secret misappropriation, or the production and use of output that otherwise harms or violates a Person's rights. Neither the Company nor any Company Subsidiary has (x) received any written (or to the Knowledge of the Sellers, any oral) claims or allegations alleging the Company's or any Company Subsidiary's use of AI Technologies violates the AI Commitments; (y) received any written (or to the Knowledge of the Sellers, any oral) complaints or claims, or been a party to any proceedings or litigations, or to the Knowledge of the Sellers, been subject to any governmental inquiries or investigations, in each case alleging that any Training Dataset used in the development, training, operation or improvement of any Company AI Product by the Company or a Company Subsidiary was biased, untrustworthy or manipulated in an illegal manner and, no report, finding or impact assessment of any internal auditor or, to the Knowledge of the Sellers, external auditor or other third party, makes any such allegation; and (z) received any written (or to the Knowledge of the Sellers, any oral) request for information or testimony from regulators or legislators concerning any Company AI Product.

(iii) Neither the Company nor any Company Subsidiary has used or employed any AI Technology in a manner that limits or impairs the Company's or any Company Subsidiary's ownership of any Company-Owned Intellectual Property or Company Products.

(s) Notwithstanding anything in this Agreement to the contrary, the representations and warranties contained in this Section 2.10 are the only representations and warranties made by the Company in this Agreement with respect to the validity of, the right to register, or any activity that constitutes, or otherwise relates to, infringement, misappropriation or other violation of, Intellectual Property Rights.

2.11 Data Privacy and Security.

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

(i) ***"Company Privacy Commitments***" means, collectively, the Company's or any Company Subsidiary's data privacy and security obligations under (A) the Company Privacy Policies, (B) the Company Data Agreements, and (C) Privacy Laws, and (D) industry self-regulatory principles and codes of conduct applicable to the protection or Processing of Personal Data, biometrics, internet of things, direct marketing, e-mails, text messages, robocalls, telemarketing, or other electronic communications (including the Payment Card Industry Data Security Standards, ISO 27001, SOC2 Type II, and HIPAA Safeguard Rule) to which the Company or any Company Subsidiary is bound.

(ii) "***Company Privacy Policies***" means, collectively, any and all (A) of the Company's or any Company Subsidiary's then-current written data privacy and security policies (including cookie policies and banners), procedures, and notices, whether applicable internally, or published on Company Websites or otherwise made available by the Company or any Company Subsidiary to any Person, and (B) then-current representations made by the Company or any Company Subsidiary published on the Company Websites or written third party privacy policies with which the Company or any Company Subsidiary is obligated to comply.

(iii) "***Personal Data***" means a natural Person's (including an end user's or an employee's or contractor's) name, street address, telephone number, e-mail address, social security number, driver's license number, passport number, user or account number, tracking data, photographs, videos and audio files, voiceprints, facial geometry, retinal or iris scans or any other biometric identifier or other information that in each case relates to, describes, could reasonably be linked to, or capable of being associated, directly or indirectly, with an identified or identifiable natural Person, household or device or that is otherwise considered "personally identifiable information," "personal information," "personal data," "nonpublic personal information," "individually identifiable health information," or other analogous term under Applicable Law.

(iv) "***Privacy Laws***" means each Applicable Law applicable to the protection or Processing or both of Personal Data in relevant jurisdictions where the Company and each of Company Subsidiary conduct Business, and includes, without limitation, to the extent applicable, the EU General Data Protection Regulation (Regulation 2016/679/EU ("***GDPR***")), the UK Data Protection Act 2018, the Federal Trade Commission Act, the California Consumer Privacy Act of 2018 as amended together with any implementing regulations ("***CCPA***"), U.S. state privacy laws and corresponding implementing regulations, the Telephone Consumer Protection Act ("***TCPA***"), the Privacy and Electronic Communications Regulations 2003 and the ePrivacy Directive 2002/58/EC, the Health Insurance Portability and Accountability Act of 1996 ("***HIPAA***") as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("***HITECH***"), the Digital Personal Data Protection ("***DPDP***") Act, 2023, the Act on the Protection of Personal Information as amended ("***APPI***"), the Personal Data Protection Law N° 29733 together with any implementing regulations ("***PDPL***"), the Personal Information Protection and Electronic Documents Act ("***PIPEDA***"), the Privacy Act 1988 (Cth) ("***Privacy Act***") and the Australian Privacy Principles ("***APPs***") state data breach notification laws.

(v) "***Process***" or "***Processing***" means, with respect to data, the use, collection, receipt, processing, storage, recording, organization, safeguarding, security, adaptation, alteration, ingestion, compilation, combination, de-identification, transfer, retrieval, access, disclosure, sharing, dissemination, or destruction of such data.

(vi) "***Security Incident***" means any (A) breach, unauthorized access, acquisition, interruption of access, alteration, or modification, loss, theft, corruption or other unauthorized Processing of Company Data, (B) inadvertent, unauthorized or unlawful sale or rental of Company Data, (C) phishing, ransomware, denial of service (DoS), other cyberattack to the ICT Infrastructure, or to the Company Websites, or (D) other unauthorized breach, access to, use of, or interruption of the ICT Infrastructure that compromises the confidentiality, integrity or security of any confidential Company Data.

(b) The Company's and each Company Subsidiary's data, privacy and security practices comply, and since the Lookback Date have complied, in all material respects with all of the Company Privacy Commitments. Neither the execution, delivery and performance of this Agreement, the consummation of the Transactions, nor the resulting assumption by Purchaser of all of the Company's and the Company Subsidiaries' rights in the databases owned by the Company and any Company Subsidiary, Company Data and other information of the Company or any Company Subsidiary relating to end users and other natural Persons (as applicable), will cause, constitute, or result in any breach or violation of, or default under, any Company Privacy Commitments (except as may be provided in, caused by or arise from Contracts entered into by Purchaser or any of its Affiliates).

(c) The Company or any Company Subsidiary, as applicable, is the owner of all right, title and interest in and to the Company-Owned Data and each has the right to use the Company-Owned Data as currently used in the operation of the Business. The Company and the Company Subsidiaries have all rights, permissions, or authorizations necessary under the Company Privacy Commitments to Process the Company Data used in the Business of the Company and the Company Subsidiaries as such Company Data is currently Processed by the Company in connection with the operation of the Business. Following the Closing, the Company and each Company Subsidiary will be able to continue using the Company Data, including the Company-Owned Data, in substantially the same manner as the Company did prior to the Closing. The Company's and the Company Subsidiaries' data collection practices do not violate any Company Privacy Commitments in any material respect. Without limiting the foregoing, the Company and each Company Subsidiary, as applicable, have all rights, lawful bases, permissions, licenses or authorizations required under Applicable Law and any Contract to which the Company or any Company Subsidiary is a party in order to retain, produce copies, prepare derivative works, disclose, combine with other data, and grant third parties rights, as applicable, to each of the Company-Licensed Data elements as necessary for the operation of the Business.

(d) Neither the Company nor any Company Subsidiary has made any registrations with any Governmental Entity under Privacy Laws or received any written notifications under Privacy Laws from relevant Governmental Entities in connection with the Company's and each Company Subsidiary's Processing of Personal Data (including, without limitation, in connection with the Company or any Company Subsidiary acting as a "data broker" as defined under applicable Privacy Laws). Other than the notifications and registrations set forth on Section 2.11(d) of the Seller Disclosure Letter, no other registrations or notifications are required to be filed by the Company or any Company Subsidiary in connection with the Processing of Personal Data by the Company or the Company Subsidiaries.

(e) Neither the Company nor any Company Subsidiary Processes the Personal Data of any natural Person known by the Company or any Company Subsidiary to be under the age of 13 (or other age applicable to children under local applicable Privacy Law) except as required under applicable Privacy Laws.

(f) When the Company or any Company Subsidiary engages a third party to Process Personal Data on its behalf (each, a "***Data Processor***"), the Data Processor has provided guarantees, warranties or covenants in relation to Processing of Personal Data, confidentiality, security measures, breach notification requirements that are sufficient for the Company's or any Company Subsidiary's compliance with Company Privacy Commitments, and there is in existence a written Company Data Agreement between the Company or any Company Subsidiary and each such Data Processor that complies with the requirements of all Company Privacy Commitments. To the Knowledge of the Sellers, such Data Processors have not breached any such Company Data Agreements pertaining to Personal Data Processed by such Data Processors on behalf of the Company or any Company Subsidiary.

(g) The Company and each Company Subsidiary have established and maintains commercially reasonable technical, physical and organizational controls, polices, procedures, safeguards, measures and security systems, plans and technologies in compliance in all material respects with all data security requirements under Company Privacy Commitments and that are designed to (i) identify internal and external risks to the confidentiality, integrity, and availability of the Company Data, (ii) implement, monitor and improve the adequacy and effectiveness of administrative, technical and physical safeguards to control those risks described in subpart (i), and (iii) maintain breach notification procedures in compliance with Applicable Law.

(h) The ICT Infrastructure is reasonably sufficient for the existing and currently anticipated future needs of the Company and the Company Subsidiaries. The ICT Infrastructure: (i) is in good working condition to effectively perform all computing, information technology and data processing operations necessary for the operation of the Company and the Company Subsidiaries, and (ii) does not contain any viruses, worms, trojan horses, bugs, faults or other devices, errors or contaminants that (A) significantly disrupt or adversely affect the functionality of any part of the ICT Infrastructure except as disclosed in its documentation; or (B) enable or assist any Person to access without authorization any ICT Infrastructure. Since the Lookback Date, there has been no material disruption to the operation of the Business due to a malfunction or failure of the ICT Infrastructure. The Company and the Company Subsidiaries have maintain commercially reasonable backup, business continuity, and disaster recovery plans, procedures, technology, and facilities for the operation of the Business that are consistent in all material respects with industry practices. There are no critical, high, or medium unremediated security vulnerabilities in any Company Products.

(i) Since the Lookback Date, no Security Incident has occurred or, to the Knowledge of the Sellers, is threatened, and there has been no actual or, to the Knowledge of the Sellers, threatened unauthorized or illegal Processing of, or accidental or unlawful destruction, loss or alteration of, any Company Data or Company Confidential Information. Since the Lookback Date, no circumstance has arisen in which: (i) Privacy Laws would require the Company or any Company Subsidiary to notify a Governmental Entity of a Security Incident; or (ii) Company Privacy Commitments would require the Company or any Company Subsidiary to notify a Person of a Security Incident. Since the Lookback Date, neither the Company nor any Company Subsidiary nor any Person acting on the Company's or any Company Subsidiaries' behalf or direction, has: (A) paid any perpetrator of, or party making a threat regarding, any Security Incident or (B) paid any third party with actual or alleged information about a Security Incident, pursuant to a request for payment from or on behalf of such perpetrator or other third party.

(j) Since the Lookback Date, neither the Company nor any Company Subsidiary has been a party to any Legal Proceeding, and, to the Knowledge of the Sellers, there is no circumstance (including any circumstance arising as the result of an audit or inspection carried out by any Governmental Entity) that would reasonably be expected to give rise to the Company or any Company Subsidiary becoming a party to, any Legal Proceeding, and neither the Company nor any Company Subsidiary has received any written order, notice, communication, warrant, regulatory opinion, audit result or allegation from a Governmental Entity or any other Person (including an end user): (A) alleging or, in the case of any audit result, confirming the Company or any Company Subsidiary's non-compliance with a relevant requirement of the Company Privacy Commitments, (B) requiring or requesting the Company or any Company Subsidiary to amend, rectify, cease Processing, de-combine, permanently anonymize, block or delete any Personal Data (other than pursuant to a data subject request in the ordinary course of business), (C) mandating relevant Governmental Entities to investigate, requisition information from, or enter the premises of, the Company or any Company Subsidiary due to a violation or alleged violation of any Company Privacy Commitments, or (D) claiming compensation from the Company or any Company Subsidiary due to a violation or alleged violation of any Company Privacy Commitments. The Company and each Company Subsidiary have responded to all requests received by the Company or any Company Subsidiary from individuals (or other third parties representing individuals) seeking to exercise any data protection or privacy rights (including without limitation, rights to access, rectify, or delete Personal Data, to restrict or object to processing of Personal Data, or relating to data portability), unless the Company or the Company Subsidiaries are not permitted to respond to any such request pursuant to applicable Contract.

2.12 Taxes.

(a) Each of the Company and each Company Subsidiary has properly completed and timely filed (taking into account any extension of time to file granted or obtained) all Tax Returns required to be filed by it prior to the Closing Date, has timely paid all Taxes required to be paid by it (whether or not shown on any Tax Return), and has no Liability for Taxes in excess of the amounts so paid. All Tax Returns were complete and accurate and have been prepared in compliance with Applicable Law.

(b) The Company and each Company Subsidiary has complied with all Applicable Laws relating to the payment and withholding of Taxes from payments made or deemed made to any Person and have duly and timely withheld and paid over to the appropriate Tax Authority all amounts required to be so withheld and paid under all applicable laws.

(c) The Company has delivered to Purchaser true, correct and complete copies of (i) all Tax Returns, examination reports and statements of deficiencies, adjustments and proposed deficiencies and adjustments in respect of the Company and each Company Subsidiary, including, where applicable, any supplemental Tax Return filed by the Company or any Company Subsidiary since 2017, (ii) any closing or settlement agreements entered into by or with respect to the Company or any Company Subsidiary with any Tax Authority, (iii) all Tax opinions, memoranda and similar documents addressing Tax matters or positions of the Company or any Company Subsidiary, and (iv) all material written communications to, or received by the Company or any Company Subsidiary from, any Tax Authority, including Tax rulings and Tax decisions.

(d) The Company Balance Sheet reflects all material Liabilities for unpaid Taxes of the Company and each Company Subsidiary for periods (or portions of periods) through the Company Balance Sheet Date.

(e) There is (i) no past, pending or threatened in writing audit of, or Tax controversy associated with, any Tax Return of the Company or any Company Subsidiary that has been or is being conducted by a Tax Authority, (ii) no other procedure, proceeding or contest of any refund or deficiency in respect of Taxes pending or on appeal with any Governmental Entity, (iii) no extension of any statute of limitations on the assessment of any Taxes granted by the Company or any Company Subsidiary currently in effect (other than an extension arising as a result of the Company or any Company Subsidiary obtaining an automatic extension of time to file a Tax Return) and (iv) no agreement to any extension of time for filing any Tax Return that has not been filed (other than an extension arising as a result of the Company or any Company Subsidiary obtaining an automatic extension of time to file a Tax Return). With respect to each of the Company and each Company Subsidiary, no written notice of any claim has ever been received, and no written claim has ever been made by any Governmental Entity in a jurisdiction where such entity does not file Tax Returns that such entity is or may be subject to taxation by that jurisdiction.

(f) Each of the Company and each Company Subsidiary has collected and remitted all sales, use, value added and similar Taxes ("***Sales Taxes***") with respect to sales made or services provided and, for all sales or provisions of services that are exempt from Sales Taxes that were made without charging or remitting Sales Taxes, the Company has received and retained any required Tax exemption certificates or other documentation qualifying such sale or provision of services as exempt.

(g) Neither the Company nor any Company Subsidiary is subject to Tax in any jurisdiction other than its country of incorporation, organization or formation by virtue of having employees, agents, a permanent establishment or any other place of business in such jurisdiction. Neither the Company nor any Company Subsidiary is subject to income Tax, sales Tax, use Tax, gross receipts or any other type of Tax in any U.S. state or non-U.S. jurisdiction where it does not file Tax Returns applicable to such type of Tax.

(h) Section 2.12(h) of the Seller Disclosure Letter sets forth a true, correct and complete list of any Tax exemption, Tax holiday or other similar arrangement with a Taxing authority that the Company or any Company Subsidiary has in any jurisdiction (other than any deductions, credits, exclusions or exemptions that are generally applicable to a taxpayer without specific application to a Governmental Entity therefor), including the nature, amount and expiration date of such Tax exemption, Tax holiday or other similar arrangement. Each of the Company and each Company Subsidiary is in compliance with all terms and conditions required to maintain such Tax exemption, Tax holiday or other similar arrangement of any relevant Governmental Entity and the consummation of the transactions contemplated hereby will not have any adverse effect on the continuing validity and effectiveness of any such Tax exemption, Tax holiday or other similar Tax-sharing arrangement.

(i) Neither the Company nor any Company Subsidiary is a party to or bound by any Tax sharing, Tax indemnity, Tax allocation agreement or advance pricing agreement (other than (i) any agreement the principal subject matter of which is not Taxes, (ii) any agreement solely between the Company and any Company Subsidiaries, or (iii) any agreement solely between the Company Subsidiaries), and neither the Company nor any Company Subsidiary has any Liability or potential Liability to another party or to a Governmental Entity under any such agreement.

(j) The Company and each Company Subsidiary has disclosed on its Tax Returns any Tax reporting position taken in any Tax Return that could result in the imposition of penalties under Section 6662 of the Code or any comparable provisions of state, local or non-U.S. Applicable Law.

(k) Neither the Company nor any Company Subsidiary has consummated or participated in, and is not currently participating in, any transaction that was or is a "Tax shelter" transaction as defined in Sections 6662 or 6111 of the Code or the Treasury Regulations promulgated thereunder. Neither the Company nor any Company Subsidiary has participated in, and is not currently participating in, a "Listed Transaction" or a "Reportable Transaction" within the meaning of Section 6707A(c) of the Code or Treasury Regulation Section 1.6011-4(b), or any transaction requiring disclosure under a corresponding or similar provision of state, local, or non-U.S. law.

(l) Neither the Company nor any Company Subsidiary is and has never been a member of a consolidated, combined, unitary or aggregate group for Tax purposes (including, as the case may be, a tax consolidated group or fiscal unity for purposes of any corporate income tax) of which the Company or any Company Subsidiary was not the ultimate parent corporation.

(m) There are no pre-Closing Tax amounts that would be required to be clawed back, recaptured, added back, reimbursed or otherwise forfeited by the Company or any Company Subsidiary as a consequence of being a party to any transaction that benefited from a deferral of Tax by virtue of any special rule or regime providing for the deferral of Tax (including, without limitation, any transaction benefiting from a special tax regime applicable to qualifying corporate reorganizations).

(n) Neither the Company nor any Company Subsidiary has any Liability for the Taxes of any other Person (other than the Company or any Company Subsidiary) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor (including, without limitation, any successor Tax liability derived from an acquisition of an ongoing concern), by operation of Applicable Law, by Contract or otherwise (other than a customary commercial Contract the principal subject matter of which is not Taxes).

(o) Neither the Company nor any Company Subsidiary will be required to include any item of income in, or exclude any item of deduction from, Taxable income for any Taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) change in method of accounting for a Taxable period ending on or prior to the Closing Date made on or prior to the Closing, (ii) "closing agreement" described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. Tax law) executed on or prior to the Closing, (iii) installment sale or open transaction disposition made on or prior to the Closing, (iv) prepaid amount received on or prior to the Closing (other than an amount received in the ordinary course of business), or (v) outbound transfer of intangible property from the United States pursuant to Sections 367 or 482 of the Code (or similar provision of state or local Tax Law) entered into prior to the Closing by the Company, any Company Subsidiary, or IPSoft, Inc. or any of its Affiliates.

(p) Neither the Company nor any Company Subsidiary has received any private letter ruling from or entered into any agreements with the IRS (or any comparable Tax ruling, binding or not on the Company or any Company Subsidiary, from the IRS or any other Governmental Entity).

(q) Neither the Company nor any Company Subsidiary is a party to any joint venture, partnership or other Contract or arrangement that could be treated as a partnership for U.S. federal income Tax purposes.

(r) Neither the Company nor any Company Subsidiary has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for Tax-free treatment under Section 355 of the Code (i) in the two years prior to the Agreement Date or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the Stock Purchase.

(s) Each of the Company and each Company Subsidiary has (i) complied with all Applicable Law relating to the payment, reporting and withholding of Taxes by the Company and each Company Subsidiary (including withholding of Taxes pursuant to Sections 1441, 1442, 1445, 1446, 1471, 1472 and 3406 of the Code or similar provisions under any foreign law), (ii) withheld (within the time and in the manner prescribed by Applicable Law) from employee wages or consulting compensation and paid over to the proper Governmental Entities (or is properly holding for such timely payment) all amounts required to be so withheld and paid over under all Applicable Law by the Company and each Company Subsidiary, including federal and state income Taxes, Federal Insurance Contribution Act, Medicare, Federal Unemployment Tax Act, relevant state income and employment Tax withholding laws, and foreign Tax laws (as applicable) and (iii) timely filed all withholding Tax Returns required to be filed by the Company and each Company Subsidiary, for all periods through and including the Closing Date; in each case, regardless of whether they were the payors of the relevant income item. Each of the Company and each Company Subsidiary is eligible for any payroll tax credit or deferral that it has claimed pursuant to the CARES Act. There are no non-U.S. capital gains Taxes that are required to be withheld by the Company or any Company Subsidiary as a result of the Stock Purchase or other transactions contemplated by this Agreement.

(t) Except as otherwise set forth on Section 2.12(t), neither the Company nor any Company Subsidiary has claimed any payroll tax credit or deferral pursuant to the CARES Act.

(u) The Company has delivered to Purchaser true, correct and complete copies of all election statements under Section 83(b) of the Code, together with evidence of timely filing of such election statements with the appropriate Internal Revenue Service Center, with respect to any Unvested Company Shares or other property issued by the Company, any Company Subsidiary or any of their respective ERISA Affiliates to any of their respective employees, non-employee directors, consultants and other service providers. No payment to any Seller of any portion of the Aggregate Consideration payable pursuant to Section 1.1 will result in compensation or other income to any Seller with respect to which Purchaser, the Company or any Company Subsidiary would be required to deduct or withhold any Taxes.

(v) Section 2.12(v) of the Seller Disclosure Letter lists all "nonqualified deferred compensation plans" (within the meaning of Section 409A of the Code) to which the Company or the Company Subsidiaries is a party and which are not exempt from Section 409A of the Code. Each such nonqualified deferred compensation plan complies with the requirements of paragraphs (2), (3) and (4) of Section 409A(a) by its terms and has been operated in accordance with such requirements. No event has occurred that would be treated by Section 409A(b) as a transfer of property for purposes of Section 83 of the Code. Neither the Company nor any Company Subsidiary is under any obligation to gross up any Taxes or reimburse any Tax-related payments to any Person under Section 409A of the Code or otherwise. All Company Employee Plans and other arrangements of the Company, any Subsidiary or ERISA Affiliate are in compliance with Section 457A of the Code and no payments thereunder are subject to the penalties of Section 457A of the Code.

(w) The exercise price of all Company Options, is at least equal to the fair market value of the Company Common Stock on the date such Company Options were granted, and neither the Company nor Purchaser has incurred or will incur any Liability or obligation to withhold Taxes under Section 409A of the Code upon the vesting of any Company Options. All Company Options constitute "service recipient stock" (as defined under Treasury Regulation 1.409A 1(b)(5)(iii)) with respect to the grantor thereof.

(x) Each of the Company and each Company Subsidiary is and always has been 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 of the Company. The prices for any property or services (or for the use of any property) provided by or to the Company are arm's length prices for purposes of all applicable transfer pricing laws, including the Treasury Regulations promulgated under Section 482 of the Code and the regulations promulgated thereunder.

(y) No independent contractor was or will be considered as an employee of the Company or any Company Subsidiary by an applicable Tax Authority.

(z) There is no agreement, plan, arrangement or other Contract covering any current or former employee or other service provider of the Company, any Company Subsidiary or any of their respective ERISA Affiliates to which the Company, any Company Subsidiary or any of their respective ERISA Affiliates is a party or by which the Company, any Company Subsidiary or its or their assets are bound that, considered individually or considered collectively with any other agreement, plan, arrangement or other Contract will, or would reasonably be expect to, as a result of the Transactions (whether alone or upon the occurrence of any additional or subsequent events) give rise directly or indirectly to the payment of any amount that would reasonably be characterized as a "parachute payment" within the meaning of Section 280G of the Code (or any corresponding or similar provision of state, local or foreign Tax law). Neither the Company nor any Company Subsidiary has (nor has ever had) any obligation to report, withhold, gross up, indemnify or otherwise provide any payment for any excise Taxes, including those incurred pursuant to Section 409A or Section 4999 of the Code or due to the failure of any payment to be deductible under of Section 280G of the Code.

(aa) Section 2.12(aa) of the Seller Disclosure Letter lists each Person (whether or not a United States resident) who as of Closing will be, with respect to the Company or any Company Subsidiary, a "disqualified individual" (within the meaning of Section 280G of the Code and the regulations promulgated thereunder), as determined as of the Agreement Date. No securities of the Company, any Company Subsidiary or any Company Securityholder is readily tradable on an established securities market or otherwise (within the meaning of Section 280G of the Code and the regulations promulgated thereunder) such that the Company or any Company Subsidiary is ineligible to seek stockholder approval in a manner that complies with Section 280G(b)(5) of the Code.

(bb) Notwithstanding anything in this Section 2.12 to the contrary, except for the representations and warranties set forth in Section 2.12 (h) (last clause of the last sentence only), (i), (m), (o), (p), (q), (r), (t), (u), (v), (w), (z), and (aa), the Sellers make no representation or warranty regarding any Taxes of the Company or any Company Subsidiary for any Post-Closing Tax Period, or regarding the existence of, or the ability of Purchaser or any of its Affiliates (including the Company and the Company Subsidiaries) to use in a Post-Closing Tax Period, any depreciable or amortizable tax basis, net operating loss carryforwards, capital loss carryforwards, Tax credit carryforwards or other similar Tax attributes arising in any Pre-Closing Tax Period.

2.13 Employee Benefit Plans and Employee Matters.

(a) Section 2.13(a) of the Seller Disclosure Letter lists, with respect to the Company, any professional employer organization or employer of record employing any Company service provider, or any Company Subsidiary and any trade or business (whether or not incorporated) that is treated as a single employer with the Company (an "***ERISA Affiliate***") within the meaning of Section 414(b), (c), (m) or (o) of the Code, (i) all "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), (ii) each loan to an employee, (iii) all stock option, stock purchase, phantom stock, stock appreciation right, restricted stock unit, supplemental retirement, severance, sabbatical, medical, dental, vision care, disability, employee relocation, cafeteria benefit (Section 125 of the Code), dependent care (Section 129 of the Code), life insurance or accident insurance plans, programs or arrangements, (iv) all bonus, pension, profit sharing, savings, severance, retirement, deferred compensation or incentive plans (including cash incentive plans), programs or arrangements, (v) all other fringe or employee benefit plans, programs or arrangements and (vi) all employment, individual consulting, retention, change of control or executive compensation or severance agreements (provided, however, that the Company may disclose any forms of such agreements and any individual agreements that deviate from such forms, rather than disclosing each individual agreement), in each case, written or otherwise, formal or informal, as to which any unsatisfied obligations of the Company or any Company Subsidiary remain for the benefit of, or relating to, any present or former employee, non- employee director, Contractor or non-employee director of the Company or any Company Subsidiary (all of the foregoing described in clause (i) through (vi) collectively, the "***Company Employee Plans***"); provided, however, that Section 2.13(a) shall not be required to list any Company Employee Plans that are required pursuant to Applicable Law.

(b) Neither the Company nor any Company Subsidiary sponsors or maintains any self-funded employee benefit plan, including any plan to which a stop-loss policy applies. The Company has provided to Purchaser a true, correct and complete copy of each of the Company Employee Plans and related plan documents (including executed adoption agreements, trust documents, insurance policies or Contracts, employee booklets, summary plan descriptions, prospectuses, registration statements and other authorizing documents, actuarial reports, financial statements, and any material employee communications relating thereto) and has with respect to each Company Employee Plan that is subject to ERISA reporting requirements, provided to Purchaser true, correct and complete copies of the Form 5500 reports and non- discrimination tests filed for the last three plan years. Any Company Employee Plan intended to be qualified under Section 401(a) of the Code has either obtained from the IRS a favorable determination letter as to its qualified status under the Code, including all amendments to the Code effected by the Tax Reform Act of 1986 and subsequent legislation, or has applied (or has time remaining in which to apply) to the IRS for such determination letter prior to the expiration of the requisite period under applicable. Treasury Regulations or IRS pronouncements in which to apply for such determination letter and to make any amendments necessary to obtain a favorable determination or has been established under a standardized prototype plan for which an IRS opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer. Nothing has occurred since the issuance of each such letter that would reasonably be expected to cause the loss of the Tax-qualified status of any Company Employee Plan subject to Section 401(a) of the Code. Each trust established in connection with any Company Employee Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt, and no fact or event has occurred that would reasonably be expected to adversely affect the exempt status of any such trust. All individuals who, pursuant to the terms of any Company Employee Plan, are entitled to participate in any Company Employee Plan, are currently participating in such Company Employee Plan or have been offered an opportunity to do so and have not accepted. The Company has provided to Purchaser true and complete copies of any authorized Tax Authority letter or ruling issued with respect to any such Company Employee Plans, as applicable.

(c) The Company is eligible to utilize the Department of Labor's Delinquent Filer Voluntary Compliance Program with respect of any delinquent or delayed Form 5500 filings with respect to the Company 401(k) Plan and no event or condition exists that could cause the Company to become unable to utilize such program.

(d) None of the Company Employee Plans promise or provide retiree medical or other retiree welfare benefits to any person other than as required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") or any similar state law and the Company and each Company Subsidiary has materially complied with the requirements of COBRA and any such Applicable Law. Each Company Employee Plan has been maintained and administered in all material respects in accordance with its terms and in material compliance with the requirements prescribed by Applicable Law (including ERISA and the Code), and the Company, each Company Subsidiary and each ERISA Affiliate has performed all material obligations required to be performed by it under, is not in default under or in material violation of, and has no knowledge of any default or material violation by any other party to, any of the Company Employee Plans. All contributions required to be made by the Company, any Company Subsidiary or any ERISA Affiliate to any Company Employee Plan have been made on or before their due dates and a reasonable amount has been accrued for contributions to each Company Employee Plan for the current plan years (and no further contributions will be due or will have accrued thereunder as of the Closing Date, other than contributions accrued in the ordinary course of business and consistent with past practice after the Company Balance Sheet Date as a result of the operations of the Company and the Company Subsidiaries after the Company Balance Sheet Date). Each Company Employee Plan can be amended, terminated or otherwise discontinued after the Closing in accordance with its terms without Liability to Purchaser (other than ordinary and reasonable administrative expenses typically incurred in a termination event). With respect to each Company Employee Plan, the Company, each Company Subsidiary and each ERISA Affiliate has, at all relevant times, timely made deposits of any employee contributions, prepared in good faith and timely filed any requisite governmental reports (which were true, correct and complete as of the date filed, in each case in all material respects), including any required audit reports, and have properly and timely filed and distributed or posted any notices and reports to employees required to be filed, distributed or posted with respect to each such Company Employee Plan. No suit, administrative proceeding, action, litigation or claim has been brought, or to the Knowledge of the Sellers, is threatened, against or with respect to any such Company Employee Plan, including any audit or inquiry by any Governmental Entity. With respect to each Company Employee Plan, (i) to the Knowledge of the Sellers, no breaches of fiduciary duty or other failures to act or comply in connection with the administration or investment of assets, including any "prohibited transaction" (within the meaning of Section 406 of ERISA and Section 4975 of the Code) have occurred with respect to any Company Employee Plan, (ii) no lien has been imposed under Applicable Law and none of the Company, any Company Subsidiary or any ERISA Affiliate is subject to any Liability or penalty under Sections 4976 through 4980 of the Code or Title I of ERISA with respect to any Company Employee Plans and (iii) neither the Company nor any Company Subsidiary has made any filing in respect of such Company Employee Plan under any voluntary correction program. No Company Employee Plan is maintained through a human resources and benefits outsourcing entity or professional employer organization.

(e) There has been no amendment to, written interpretation or announcement (whether or not written) by the Company, any Company Subsidiary or any ERISA Affiliate relating to, or change in participation or coverage under, any Company Employee Plan that would materially increase the expense of maintaining such Company Employee Plan above the level of expense incurred with respect to such Company Employee Plan for the most recent full fiscal year included in the Financial Statements.

(f) There are no costs associated with the Specified Employee Liabilities outside of the United States unless otherwise indicated in Section 2.13(f). With respect to each Company Employee Plan that has been established or maintained outside of the United States (an "***International Company Benefit Arrangement***"), (i) no such International Company Benefit Arrangement has unfunded Liabilities, that as of the Closing, will not be offset by insurance or fully accrued (ii) such International Company Benefit Arrangement is in material compliance with the provisions of Applicable Law of each jurisdiction in which such International Company Benefit Arrangement is maintained, to the extent those Applicable Law are applicable to such International Company Benefit Arrangement, (iii) all contributions to, and payments from, such International Company Benefit Arrangement that may have been required to be made in accordance with the terms of such International Company Benefit Arrangement, when applicable, the Applicable Law of the jurisdiction in which such International Company Benefit Arrangement is maintained, have been timely made or shall be made by the Closing Date, and all such contributions to such International Company Benefit Arrangement, and all payments under such International Company Benefit Arrangement, for any period ending before the Closing Date that are not yet, but will be, required to be made, are reflected as an accrued Liability on the financial statements of the Company Subsidiary or accrued in all material respects, (iv) the Company and each Company Subsidiary has complied with all applicable reporting and notice requirements, and such International Company Benefit Arrangement has obtained from the Governmental Entity having jurisdiction with respect to such International Company Benefit Arrangement any required determinations, if any, that such International Company Benefit Arrangement is in material compliance with the Applicable Law of the relevant jurisdiction if such determinations are required in order to give effect to such International Company Benefit Arrangement, (v) such International Company Benefit Arrangement has been administered in all material respects at all times in accordance with its terms and Applicable Law, (vi) to the Knowledge of the Sellers, there are no pending investigations by any Governmental Entity involving such International Company Benefit Arrangement, and no pending claims (except for claims for benefits payable in the normal operation of such International Company Benefit Arrangement), suits or proceedings against such International Company Benefit Arrangement or asserting any rights or claims to benefits under such International Company Benefit Arrangement, (vii) the consummation of the Transactions will not by itself create or otherwise result in any Liability with respect to such International Company Benefit Arrangement and (viii) except as required by Applicable Law, no condition exists that would prevent the Company or any Company Subsidiary from terminating or amending any International Company Benefit Arrangement at any time for any reason in accordance with the terms of each such International Company Benefit Arrangement without the payment of any fees, costs or expenses (other than the payment of benefits accrued on the Financial Statements and any normal and reasonable expenses typically incurred in a termination event).

(g) No Company Employee Plan is, and neither the Company, any Company Subsidiary nor any of its respective ERISA Affiliates maintains, sponsors or contributes to, or has at any time maintained, sponsored or contributed to, or has any liability or obligation (fixed or contingent) with respect to (i) any pension plan (within the meaning of Section 3(2) of ERISA) that is subject to Part 3 of Subtitle B of Title I of ERISA, Title IV of ERISA or Section 412 of the Code, (ii) any "multiemployer plan" as such term is defined in Section 3(37) of ERISA, (iii) any "multiple employer welfare arrangement" as such term is defined in Section 3(40) of ERISA or (iv) any "multiple employer plan" as such term is defined in Section 413(c) of the Code.

(h) The Company and each Company Subsidiary is, and has been, in compliance in all material respects with all Applicable Law and Contract respecting employment issues, including: discrimination or harassment in employment, termination of employment, terms and conditions of employment, employee benefits, worker classification (including the proper classification of workers as independent contractors, consultants, temporary workers, and the proper classification of employees as exempt or non-exempt), wages, pay slips, social security contributions, state and federal withholdings, working hours and overtime, rest periods, engaging employees through service providers, occupational safety and health and employment practices, immigration and work authorization laws, foreign employees, privacy, pension, severance, notice to employees, and COVID-19 provisions with respect to each Company Employee Plan. To the extent that any Company Employee Plan was structured so as to be qualified under any provision of Applicable Law in any jurisdiction, no event has occurred that would cause the loss of such qualified status. The Company and each Company Subsidiary has withheld all amounts required by Applicable Law or by agreement to be withheld from the wages, salaries and other payments to employees and duly paid them to the relevant Governmental Entities and neither the Company nor any Company Subsidiary is liable for any arrears of wages, compensation, Taxes, penalties or other sums for failure to comply with any of the foregoing. The Company and each Company Subsidiary has paid in full to all current and former employees, and current and former Contractors all payments, wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees and Contractors when due. Neither the Company nor any Company Subsidiary is liable for any payment to any trust or other fund or to any Governmental Entity, with respect to unemployment compensation benefits, social security or other benefits or obligations for any current or former employees (other than routine payments to be made in the normal course of business and consistently with past practice or pursuant to Applicable Law). There are no pending claims against the Company or any Company Subsidiary under any workers compensation plan or policy or for long term disability and there are no independent contractors who may successfully claim to be employees or otherwise be considered employees of the Company or any Company Subsidiary. No independent contractor (nor any individual leased from or hired through another employer or third party via an agreement with such employer or third party to provide services to the Company or any Company Subsidiary including any contract labor) was or will be considered as an employee of the Company or any Company Subsidiary by an applicable Tax Authority or Governmental Entity. There are no controversies pending or, to the Knowledge of the Sellers, threatened, between the Company, any Company Subsidiary and any of their respective current or former employees or Contractors, which controversies have or would reasonably be expected to result in a Legal Proceeding. No amounts are owed by the Company or any Company Subsidiary due to salary reviews or increases or delays in salary reviews or increases.

(i) The Company has provided to Purchaser true, correct and complete copies of each of the following: (i) all forms of offer letters, (ii) all forms of employment agreements and severance agreements, (iii) all forms of services agreements and agreements with current and former Contractors, (iv) all forms of confidentiality, non-competition or inventions agreements between current and former employees/Contractors and the Company or any Company Subsidiary (and a true, correct and complete list of employees and/or Contractors not subject thereto), (v) the most current management organization chart(s), (vi) all forms of bonus plans and any form award agreement thereunder, (vii) a schedule of bonus commitments made to employees of the Company and each Company Subsidiary, (viii) any agreements that deviate in any material respect from the forms provided pursuant to clause (i)–(vi), (ix) accurate and complete copies of all employee manuals and handbooks, all Company's policies and guidelines with regard to engagement terms and procedures and other material documents relating to the engagement of the Company's and each Company Subsidiary's employees and Contractors and (x) accurate and complete copies of all the employment agreements with the Company's and the Company Subsidiaries' key employees.

(j) Neither the Company nor any Company Subsidiary is, nor at any time has been a party to or bound by any collective bargaining agreement, works council arrangement or other labor union Contract, except as required by Applicable Law, or is otherwise required (under any law, under any Contract or otherwise) to provide benefits or working conditions under any of the foregoing. No collective bargaining agreement is being negotiated by the Company or any Company Subsidiary and neither the Company nor its Subsidiaries have any duty to bargain with any labor organization. There are no labor organizations representing, and to the Knowledge of the Sellers, there are no labor organizations purporting to represent or seeking to represent, any employees of the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary is or has ever been a member of any employers' association or organization. Neither the Company nor any Company Subsidiary is required to pay any payment (including professional organizational handling charges) to any employers' association or organization. There is no pending demand for recognition or any other request or demand from a labor organization for representative status with respect to any Person employed by the Company or any Company Subsidiary. To the Knowledge of the Sellers, there are no activities or proceedings of any labor union or to organize its employees. There is no, and has never been, any labor dispute, strike or work stoppage against the Company or any Company Subsidiary pending or, to the Knowledge of the Sellers, threatened, that may interfere with the conduct of the Business. Neither the Company nor any Company Subsidiary, nor to the Knowledge of the Sellers, any of their respective Representatives has committed any unfair labor practice in connection with the conduct of the Business, and there is no charge or complaint against the Company or any Company Subsidiary by the National Labor Relations Board or any comparable Governmental Entity pending or, to the Knowledge of the Sellers or its Subsidiaries, threatened. No employee of the Company or any Company Subsidiary has been dismissed, furloughed or transitioned to a reduced work schedule in the 12 months immediately preceding the Agreement Date other than as to non-executive employees in the ordinary course.

(k) Section 2.13(k) of the Seller Disclosure Letter sets forth each non-competition agreement and non-solicitation agreement that binds any current or former employee or contractor of the Company or any Company Subsidiary (other than those agreements entered into in the ordinary course of business). To the Knowledge of the Sellers, no employee of the Company or any Company Subsidiary is in violation of any material term of any employment agreement, non-competition agreement or any restrictive covenant to a former employer relating to the right of any such employee to be employed by the Company or any Company Subsidiary because of the nature of the Business or to the use of trade secrets or proprietary information of others. No Contractor of the Company or any Company Subsidiary is in violation of any term of any non-competition agreement or any restrictive covenant to a former employer relating to the right of any such consultant or contractor to be providing services to the Company or any Company Subsidiary because of the nature of the Business or to the use of trade secrets or proprietary information of others. Except as set forth on Section 2.13(k) of the Seller Disclosure Letter, no employee of the Company or any Company Subsidiary has given notice to the Company or any Company Subsidiary and, to the Knowledge of the Sellers, no employee of the Company or any Company Subsidiary intends to terminate his or her employment with the Company or any Company Subsidiary. Except as set forth on Section 2.13(k) of the Seller Disclosure Letter, the employment of each of the employees of the Company and each Company Subsidiary is "at will" (except for non-United States employees of the Company located in a jurisdiction that does not recognize the "at will" employment concept which in their case each can be terminated with a prior notice period of less than one month) and the Company and each Company Subsidiary does not have any obligation to provide any particular form or period of notice prior to terminating the employment of any of its at-will employees. None of the Company or any Company Subsidiary, or to the Knowledge of the Sellers, any other Person has, (i) entered into any Contract that obligates or purports to obligate Purchaser to make an offer of employment to any present or former employee or Contractor of the Company or any Company Subsidiary and/or (ii) promised or otherwise provided any assurances (contingent or otherwise) to any present or former employee or Contractor of the Company or any Company Subsidiary of any terms or conditions of employment with Purchaser following the Closing.

(l) Section 2.13(l)(i) of the Seller Disclosure Letter sets forth a true, correct, complete list of all employees of the Company and each Company Subsidiary, showing each such individual's name (to the extent permitted under Applicable Law), employing entity, hire date, position and title, visa status, work location, type of employment (whether permanent or fixed-term), classification as exempt or non-exempt, total base salary or hourly rate (as applicable) and actual scope of employment (*e.g.*, full- or part-time or temporary), most recent target incentive opportunity and the actual amount of target incentive paid for 2023, prior notice entitlement (other than as required under Applicable Law) (if any), and whether the employee is on leave (and if so, the category of leave, the date on which such leave commenced and the date of expected return to work). Other than their salaries and except as set forth in Section 2.13(l)(i) of the Seller Disclosure Letter, the employees of the Company and each Company Subsidiary are not entitled to any payment or benefit that may be reclassified as part of their salary for any purpose, including for calculating any social contributions. Except as set forth in Section 2.13(l)(i) of the Seller Disclosure Letter, neither the Company nor any Company Subsidiary made any promises or commitments to any of its employees or former employees, whether in writing or not, with respect to any future changes or additions to their compensation or benefits. Section 2.13(l)(ii) of the Seller Disclosure Letter sets forth a true, correct and complete list of all of its Contractors and, for each, name (to the extent permitted under Applicable Law), engaging entity, location of services, governing law, term, such individual's compensation and benefits, such individual's initial date of engagement and each subsequent engagement (if applicable), the notice or termination provisions applicable to the services provided by such individual and any other compensation payable. Except as set forth on Section 2.13(l)(ii) of the Seller Disclosure Letter, all Contractors can be terminated on notice of one month or less to the Contractor. All current and former Contractors have been (or were, in the case of former Contractors) properly classified as independent contractors and would not reasonably be expected to be reclassified by the courts or any other authority as employees of the Company or its Subsidiaries, for any propose whatsoever, and all current and former Contractors have received all their rights to which they are and were entitled to according to any applicable law or Contract with the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary engages any personnel through manpower agencies. Except as set forth in Section 2.13(l)(ii) of the Seller Disclosure Letter, neither the Company nor any Company Subsidiary has made any promises or commitments to any of its Contractors, whether in writing or not, with respect to any future changes or additions to their compensation or benefits.

(m) The Company and each Company Subsidiary is and has been in compliance in all material respects with the Worker Adjustment Retraining Notification Act of 1988, as amended, or any similar state or local law (the "***WARN Act***"). Since its inception, (i) neither the Company nor any Company Subsidiary has effectuated a "plant closing" (as defined by the Warn Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of its business, (ii) there has not occurred a "mass layoff" (as defined by the WARN Act) affecting any site of employment or facility of the Company or any Company Subsidiary and (iii) neither the Company nor any Company Subsidiary has been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign law or regulation. Neither the Company nor any Company Subsidiary has caused any of its employees to suffer an employment loss (as defined in the WARN Act) during the 90-day period immediately preceding the Agreement Date.

(n) Except as disclosed in Section 2.13(n) of the Seller Disclosure Letter, there are no offer letters, employment agreements, services agreements, consultancy agreements or other agreements or arrangements entered into by the Company or any Company Subsidiary pursuant to which the execution, delivery and performance of this Agreement, or the consummation of the Transactions, or any termination of employment or service and any other event in connection therewith or subsequent thereto will, individually or together or with the occurrence of some other event (whether contingent or otherwise), (i) result in any material payment or benefit (including severance, payment in lieu of notice, unemployment compensation, golden parachute, bonus or otherwise) becoming due or payable, or required to be provided, to any current or former employee, director, independent contractor or consultant, (ii) materially increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any current or former employee, director, independent contractor or consultant, (iii) result in the acceleration of the time of payment, vesting or funding of any such benefit or compensation, (iv) increase the amount of compensation due to any Person by the Company or any Company Subsidiary, (v) result in the forgiveness in whole or in part of any outstanding loans made by the Company or any Company Subsidiary to any Person or (vi) limit the Company's or any Company Subsidiary's ability to terminate any Company Employee Plan. No amount paid or payable by the Company or any Company Subsidiary in connection with the Transactions, whether alone or in combination with another event, will be an "excess parachute payment" within the meaning of Section 280G of the Code or Section 4999 of the Code or will not be deductible by the Company or any Company Subsidiary by reason of Section 280G of the Code.

(o) A complete list of all categories of Specified Employee Liabilities and the aggregate amounts thereof is set forth on Section 2.13(o) of the Seller Disclosure Letter.

(p) There are not currently and, other than in the ordinary course, there have not historically been any performance improvements or disciplinary actions contemplated, pending, or implemented against any of the Company's or any Company Subsidiary's employees. No Misconduct Claim has previously been made, or is currently pending or threatened against any service provider of the Company or any Company Subsidiary with respect to conduct relating to the Company's or any Company Subsidiary's workplace. No service provider of the Company nor any Company Subsidiary has engaged in any act that would reasonably be expected to give rise to a Misconduct Claim relating to the Company's or any Company Subsidiary's workplace, nor has any Company service provider been subject to any investigation relating to any potential Misconduct Claim. No Company service provider has been terminated from any prior employment or service for any Misconduct Claim.

(q) The Company and each Company Subsidiary maintains accurate and complete Form I-9s with respect to each of its current and former employees in accordance with Applicable Law (as to former employees, the Company and each Company Subsidiaries maintained such Form I-9s for such periods as are required pursuant to Applicable Law) concerning immigration and employment eligibility verification obligations. All Persons who provide services to the Company or any Company Subsidiary and who requires a visa, employment pass or other required permit to work in the country in which he is employed or provides services has produced a current employment pass or such other required permit to the Company and possesses all necessary permission to remain in such country and perform services in that country and is listed in Section 2.13(q) of the Seller Disclosure Letter.

(r) Neither the Company nor any Company Subsidiary has unsatisfied obligations of any nature to any of its former employees or Contractors, and their termination was in compliance with all material Applicable Laws and Contracts.

2.14 Interested-Party Transactions. Except as set forth in Section 2.14 of the Seller Disclosure Letter, none of the Company Stockholders, officers or directors of the Company or any Company Subsidiary or, to the Sellers' Knowledge, any Company Employees or any immediate family member of any officer, director, employee or stockholder of the Company or any Company Subsidiary, has any direct or indirect ownership, participation, royalty or other interest in, or is an officer, director, employee of or consultant or contractor for any firm, partnership, entity or corporation that competes with, or does business with, or has any contractual arrangement with, the Company or any Company Subsidiary (except with respect to any interest in less than 1% of the shares of any corporation whose shares are publicly traded). Except as set forth in Section 2.14 of the Seller Disclosure Letter, no such Person, or any members of their immediate families, is a party to, or to the Knowledge of the Sellers, otherwise directly or indirectly interested in, any Contract to which the Company or any Company Subsidiary is a party or by which the Company or any Company Subsidiary or any of their respective assets or properties may be bound or affected, except for normal compensation for services as an officer, director or employee thereof and for Contracts relating to the grant of Company Options or issuance of any shares of Company Capital Stock to such Persons. All trade between the Company or any Company Subsidiary and it's or their officers, directors, employees or stockholders, members of their immediate families has been conducted on ordinary market terms ("***Arm's Length***"). To the Knowledge of the Sellers, no such Person, or immediate family members has any interest in any property, real or personal, tangible or intangible (including any Intellectual Property) that is used in, or that relates to, the business of the Company or any Company Subsidiary, except for the rights of stockholders under Applicable Law. To the Knowledge of the Sellers, all transactions between the Company or any Company Subsidiary and interested parties that require approval pursuant to the Certificate of Incorporation or Contracts have been so approved.

2.15 Insurance. The Company and each Company Subsidiary maintains the policies of insurance and bonds set forth in Section 2.15 of the Seller Disclosure Letter, including all legally required workers' compensation insurance and errors and omissions, casualty, fire, cybersecurity, and general liability insurance. Section 2.15 of the Seller Disclosure Letter sets forth the name of the insurer under each such policy and bond, the type of policy or bond, the coverage amounts and any applicable deductible. The Company has provided to Purchaser true, correct and complete copies of all such policies of insurance and bonds issued at the request or for the benefit of the Company or any Company Subsidiary. There is no claim pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been timely paid and the Company and each of the Company Subsidiaries is otherwise in compliance with the terms of such policies and bonds. All such policies and bonds remain in full force and effect, and the Sellers have no knowledge of any threatened termination of, or material premium increase with respect to, any of such policies.

2.16 Books and Records. The Sellers have provided to Purchaser true, correct and complete copies of (i) all documents identified on the Seller Disclosure Letter, (ii) the Certificate of Incorporation or equivalent organizational or governing documents of the Company and each Company Subsidiary, each as currently in effect, (iii) the complete minute books containing records of all material proceedings, consents, actions and meetings of the Board (or the equivalent body of each of the Company Subsidiaries), committees of the Board (or the equivalent body of each of the Company Subsidiaries) and the Sellers, including any presentations and written materials provided thereto in connection with such proceedings, consents, actions and meetings, in each case, to the extent required to be reflected therein and (iv) the share ledger, journal and other records reflecting all share issuances and transfers and all stock option and warrant grants and agreements of the Company and each Company Subsidiary. The minute books of the Company and each Company Subsidiary provided to Purchaser contains a true, correct and complete summary of all meetings of directors and of the Sellers or actions by written consent since the time of incorporation of the Company and each Company Subsidiary through the Agreement Date. The books, records and accounts of the Company and each Company Subsidiary (A) are true, correct and complete in all material respects, (B) have been maintained in accordance with reasonable business practices on a basis consistent with prior years, (C) are stated in reasonable detail and fairly reflect all of the transactions and dispositions of the assets and properties of the Company and each Company Subsidiary and (D) fairly reflect in all material respects the basis for the Financial Statements.

2.17 Material Contracts.

(a) Sections 2.17(a)(i) through (xxii) of the Seller Disclosure Letter set forth a list of each of the following Contracts to which the Company or any of the Company Subsidiaries is a party that are in effect on the Agreement Date (collectively, "***Material Contracts***"):

(i) any Contract with a (A) Significant Customer; (B) Significant Supplier; or (C) a Significant Partner;

(ii) any Contract with a customer, dealer, reseller, distributor, referral partner, or any other Contract pursuant to which any payments are made to the Company or any Company Subsidiary, which can be terminated by the counterparty for convenience;

(iii) any dealer, reseller, distributor, referral or similar agreement, or any Contract providing for the grant of rights to reproduce, license, resell, distribute, market, refer or sell the Company Products to any other Person or relating to the advertising or promotion of the Business;

(iv) (A) any joint venture Contract, (B) any Contract that involves a sharing of revenues, profits, cash flows, expenses or losses with other Persons and (C) any Contract that involves the payment by the Company or any Company Subsidiary of royalties to any other Person;

(v) any agreement or Contract providing for the payment of compensation or benefits (including any accelerated vesting) upon any termination of employment or service, or in connection with the Transactions, with any current or former employees under which the Company or any Company Subsidiary has any actual or potential Liability;

(vi) any separation agreement or severance agreement with any current or former employees under which the Company has any actual or potential Liability;

(vii) any Contract for the employment of any director, officer, employee or consultant of the Company or any other type of Contract with any officer, employee or consultant of the Company that is not immediately terminable by the Company without cost or Liability, including any Contract requiring it to make a payment to any director, officer, employee or consultant on account of the Stock Purchase, any other Transaction or any Contract that is entered into in connection with this Agreement;

(viii) any Contract (A) pursuant to which any other party is granted exclusive rights or "most favored party" rights, rights of first refusal, rights of first negotiation or any similar rights of any type or scope with respect to any of the Company Products, Company-Owned Intellectual Property or Company-Owned Data or which would otherwise restrict the Company from freely setting prices for the Company Products, (B) containing any non-competition covenants or other restrictions relating to the Company Products, Company-Owned Intellectual Property or Company-Owned Data, (C) that limits or would limit the freedom of the Company or any of its successors or assigns or their respective Affiliates to (I) engage or participate, or compete with any other Person, in any line of business, market or geographic area with respect to the Company Products or the Company-Owned Intellectual Property, (II) sell, distribute or manufacture any products or services or to purchase or otherwise obtain any software, components, parts or services, or (III) solicit the services or business of any Person, (D) containing any "take or pay," minimum commitments or similar provisions, or (E) that is set forth on Section 2.13(k) of the Seller Disclosure Letter;

(ix) any Company Intellectual Property Agreement (i) where the Company or any Company Subsidiary grants any license or covenant not to sue under any Company-Owned Intellectual Property Rights to any Person; provided for the purposes of this Section 2.17(a)(ix)(i), neither the Company nor any Company Subsidiary is required to disclose: non-exclusive licenses or sublicenses entered into in the ordinary course of business consistent with past practice; or (ii) where the Company or any Company Subsidiary obtains or receives any license or covenant not to sue or under any Intellectual Property Rights from any Person, including any Contracts under which the Company or any Company Subsidiary acquires any license to any Third-Party Content; provided that for the purposes of this Section 2.17(a)(ix)(ii), neither the Company nor any Company Subsidiary is required to disclose: (A) "shrink-wrap" and "click-wrap" licenses and other Contracts for Third-Party Intellectual Property licensed to the Company or any Company Subsidiary that is generally, commercially available software and (I) is not incorporated in the Company Products commercialized by the Company or any Company Subsidiary as of the Agreement Date, (II) has not been modified or customized for the Company or any Company Subsidiary and (III) is licensed for an annual fee under $50,000, and (B) Contracts for the license of Open Source Materials, (C) Contracts in which the grant of Intellectual Property Rights are incidental and not material to the main purpose of such Contracts, and (D) invention assignment agreements with employees and contractors entered in the ordinary course of business consistent with past practice;

(x) any Contract governing the Company's membership in, contribution to, or affiliation with any industry standards organization, body, working group, or similar organization that would affect or impact the Company-Owned Intellectual Property or restrict the ability of the Company or any Company Subsidiary to use, enforce, license or exclude others from using any Company-Owned Intellectual Property;

(xi) any Contract for material third-party AI Technology;

(xii) any settlement agreement with respect to any Legal Proceeding;

(xiii) any Contract or plan (including any stock option, merger and/or stock bonus plan) relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Interests of the Company or any Company Subsidiary, in each case, any options, warrants, convertible notes or other rights to purchase or otherwise acquire any such shares of stock, other securities or options, warrants or other rights therefor, except for the repurchase rights disclosed on Section 2.2(a) or Section 2.2(b) of the Seller Disclosure Letter;

(xiv) any Contract with any labor union or any collective bargaining agreement or similar contract with its employees;

(xv) any trust indenture, mortgage, promissory note, loan agreement or other Contract for the borrowing of money, any currency exchange, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with GAAP;

(xvi) any Contract of guarantee, surety, support, indemnification (other than pursuant to its standard end user agreements), assumption or endorsement of, or any similar commitment with respect to, the Liabilities or indebtedness of any other Person;

(xvii) any Contract for capital expenditures in excess of $100,000 per annum;

(xviii) any Contract pursuant to which the Company or any Company Subsidiary is a lessor or lessee of any real property or any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property involving expenditures in excess of $100,000 per annum;

(xix) any Contract with any investment banker, broker, advisor or similar party, or any accountant, legal counsel or other Person retained by the Company or any Company Subsidiary, in connection with this Agreement and the Transactions;

(xx) any Contract pursuant to which the Company or any Company Subsidiary has acquired a business or entity, or assets of a business or entity, whether by way of merger, consolidation, purchase of stock, purchase of assets, license or otherwise, or any Contract pursuant to which it has any Equity Interest or other material ownership interest in any other Person;

(xxi) any Contract with any Governmental Entity or any Company Authorization; and

(xxii) any other oral or written Contract or obligation not listed in clauses (i) through (xxiii) that individually had or has a value or payment obligation in excess of $250,000 annually or is otherwise material to the Company, any Company Subsidiary or its or their respective businesses, operations, financial condition, properties or assets.

(b) All Material Contracts are in written form. The Company or the applicable Company Subsidiary has performed all of the obligations required to be performed by it and is entitled to all benefits under, and is not alleged in a writing (or, to the Knowledge of Sellers, orally) to be in default in respect of, any Material Contract. Each of the Material Contracts is in full force and effect, subject only to the effect, if any, of the Enforceability Exceptions. There exists no default or event of default or event, occurrence, condition or act, with respect to the Company, or any of the Company Subsidiaries or, to the Knowledge of the Sellers, with respect to any other contracting party, that, with the giving of notice, the lapse of time or the happening of any other event or condition, would reasonably be expected to (i) become a default or event of default under any Material Contract or (ii) give any third party (A) the right to declare a default or exercise any remedy under any Material Contract, (B) the right to a rebate, chargeback, refund, credit, penalty or change in delivery schedule under any Material Contract, (C) the right to accelerate the maturity or performance of any obligation of the Company or any of the Company Subsidiaries under any Material Contract, or (D) the right to cancel, terminate or modify any Material Contract. No Material Contract contains any *force majeure* or other similar provision that would give the other party the right to terminate or would excuse such party's performance under such Contract (whether or not the Company was then in breach of its obligations under the Contract). The Company has not received any written notice or, to the Knowledge of the Sellers, other communication regarding any actual or possible violation or breach of, default under, or intention to cancel or modify any Material Contract (including under a *force majeure* or similar provision) since the Lookback Date to the extent such violation, breach or cancellation notification is outstanding and unresolved. True, correct and complete copies of all Material Contracts have been provided to Purchaser at least three Business Days prior to the Agreement Date.

2.18 Transaction Fees. Except as set forth on Section 2.18 of the Seller Disclosure Letter, neither the Company nor any Company Subsidiary has incurred, and shall not incur, directly or indirectly, any Liability for brokerage or finders' fees or commissions, fees for investment banking or similar advisory services or any similar fees in connection with this Agreement, the Stock Purchase or any transaction contemplated hereby, nor shall Purchaser or the Company incur, directly or indirectly, any such Liability based on arrangements made by or on behalf of the Company as of the Closing.

2.19 Anti-Corruption Law. None of the Company, any of the Company Subsidiaries, or any of its or their directors, employees, agents or representatives (in each case, acting in their capacities as such) has, since the inception of the Company or such Company Subsidiary, directly or indirectly through its representatives or any Person authorized to act on its behalf (including any distributor, agent, sales intermediary or other third party), (i) violated any Anti-Corruption Law or (ii) offered, given, promised to give or authorized the giving of money or anything of value, to any Government Official or to any other Person: (1) for the purpose of (I) corruptly or improperly influencing any act or decision of any Government Official in their official capacity, (II) inducing any Government Official to do or omit to do any act in violation of their lawful duties, (III) securing any improper advantage or (IV) inducing any Government Official to use his or her respective influence with a Governmental Entity to affect any act or decision of such Governmental Entity in order to, in each case of clauses (I) through (IV), assist the Company or any of the Company Subsidiaries in obtaining or retaining business for or with, or directing business to, any Person or (2) in a manner that would constitute or have the purpose or effect of public or commercial bribery, acceptance of, or acquiescence in, extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage.

2.20 Environmental, Health and Safety Matters. Each of the Company and the Company Subsidiaries is in compliance with all Environmental, Health and Safety Requirements in connection with the ownership, use, maintenance or operation of its or their business or assets or properties. There are no pending, or to the Knowledge of the Sellers, any threatened allegations by any Person that the properties or assets of the Company or any of the Company Subsidiaries are not, or that it's or their business has not been conducted, in compliance with all Environmental, Health and Safety Requirements. Neither the Company nor any of the Company Subsidiaries has retained or assumed any Liability of any other Person under any Environmental, Health and Safety Requirements. To the Knowledge of the Sellers, there are no past or present facts, circumstances or conditions that would reasonably be expected to give rise to any Liability of the Company or any of the Company Subsidiaries with respect to Environmental, Health and Safety Requirements.

2.21 International Trade Control Laws.

(a) Neither the Company, any of the Company Subsidiaries nor any of its officers, directors or employees, nor any agents or other third-party representatives acting on behalf of the Company or any of the Company Subsidiaries, currently, or has been, since the Lookback Date, Company's or the relevant Company Subsidiary's inception: (i) a Sanctioned Person, (ii) organized, resident or located in a Sanctioned Country or owned by a Person organized, resident or located in a Sanctioned Country, (iii) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country on behalf of the Company or any of the Company Subsidiaries, or (iv) otherwise in violation of applicable Sanctions Laws, Export Controls, or U.S. Anti-boycott Laws (collectively, "***Trade Controls***").

(b) The Company has conducted its export transactions in accordance in all respects with all Applicable Laws regulating exports, including applicable provisions of United States export and re-export controls, including the Export Control Reform Act and Regulations, the Foreign Assets Control Regulations, the International Traffic in Arms Regulations and other controls administered by the United States Department of Commerce and/or the United States Department of States. Without limiting the foregoing: (i) the Company has obtained all export and import licenses, license exceptions and other consents, notices, waivers, approvals, orders, authorizations, registrations, declarations and filings with any Governmental Entity required for (A) the export, import and re-export of products, services, software and technologies and (B) releases of technologies and software to foreign nationals located in the United States and abroad (collectively, "***Export Approvals***"), (ii) the Company is in compliance with the terms of all applicable Export Approvals, (iii) there are no pending or, to the Knowledge of the Sellers, threatened claims against the Company with respect to such Export Approvals, (iv) there are no actions, conditions or circumstances pertaining to the Company's export transactions that would reasonably be expected to give rise to any future claims and (v) no Export Approvals for the transfer of export licenses to Purchaser or any of its Affiliates are required, except for such Export Approvals that can be obtained expeditiously and without material cost. The Company does not use or develop, or engage in, encryption technology, technology with military applications, or other technology whose development, commercialization or export is restricted under Applicable Law.

(c) Since the Lookback Date, the Company has not (i) received from any Governmental Entity or any other Person any written (or, to the Knowledge of the Sellers, oral) notice, inquiry, or internal or external allegation, (ii) made any voluntary or involuntary disclosure to a Governmental Entity or (iii) conducted any internal investigation or audit, in each case concerning any actual or potential violation or wrongdoing related to Trade Controls or Anti-Corruption Laws. The Company has maintained and enforced policies, procedures and internal controls reasonably designed to ensure compliance with Anti-Corruption Laws and Trade Controls, including Sanctioned Person screening tools and Sanctioned Country geolocation blocking tools and other necessary and appropriate tools, resources, and procedures to prevent prohibited dealings with any Sanctioned Person or in any Sanctioned Country or transactions that otherwise violate Trade Controls.

2.22 Customers. Neither the Company nor any Company Subsidiary has any outstanding material disputes concerning any Company Products with any customer who (i) for the 12-month period preceding July 31, 2024, was one of the 15 largest sources of revenue for the Company and each Company Subsidiary, based on amounts paid or payable to the Company or any of the Company Subsidiaries with respect to such periods or (ii) for the 12-month period starting on the Agreement Date, is one of the 15 largest sources of revenue for the Company and each Company Subsidiary, based on contracted annual recurring revenue (each, a "***Significant Customer***"), and, to the Knowledge of the Sellers, there is no material dissatisfaction on the part of any Significant Customer with respect to any Company Products. Each Significant Customer and the amount of revenue received from, or the amount of contracted annual recurring revenue with respect to, such Significant Customer for the applicable period is listed on Section 2.22 of the Seller Disclosure Letter. Neither the Company nor any Company Subsidiary has received any written information from any Significant Customer that such Significant Customer shall not continue as a customer of the Company or the applicable Company Subsidiary (or Purchaser), after the Closing or that such Significant Customer intends to terminate or materially modify existing Contracts with the Company or any Company Subsidiary (or Purchaser).

2.23 Suppliers. Neither the Company nor any Company Subsidiary has any outstanding material disputes concerning products and/or services provided by any supplier, vendor or licensor who, for the 12-month period preceding July 31, 2024, was one of the 10 largest suppliers of products and/or services to the Company and each Company Subsidiary, based on amounts paid or payable with respect to such periods (each, a "***Significant Supplier***"), there is no material dissatisfaction on the part of the Company or any of the Company Subsidiaries with respect to any Significant Supplier and, to the Knowledge of the Sellers, there is no material dissatisfaction on the part of any Significant Supplier with respect to the Company or any of the Company Subsidiaries. Each Significant Supplier and the amount paid to such Significant Supplier for such period is listed on Section 2.23 of the Seller Disclosure Letter. Neither the Company nor any Company Subsidiary has received any written information from any Significant Supplier that such supplier shall not continue as a supplier to the Company or any Company Subsidiary (or Purchaser), after the Closing or that such Significant Supplier intends to terminate or materially modify existing Contracts with the Company or any Company Subsidiary (or Purchaser). The Company and each Company Subsidiary has access, on commercially reasonable terms, to all products and services reasonably necessary to carry on the Business and, to the Knowledge of the Sellers, there is no reason why the Company or any Company Subsidiary will not continue to have such access on commercially reasonable terms.

2.24 Partners. Neither the Company nor any Company Subsidiary has any outstanding material disputes concerning any Company Products with any partner who (i) for the 12-month period preceding July 31, 2024, was one of the 10 largest sources of revenue from partners for the Company and each Company Subsidiary, based on amounts paid or payable to the Company or any of the Company Subsidiaries with respect to such periods or (ii) for the 12-month period starting on the Agreement Date, is one of the 10 largest sources of revenue from partners for the Company and each Company Subsidiary, based on contracted annual recurring revenue (each, a "***Significant Partner***"), and, to the Knowledge of the Sellers, there is no material dissatisfaction on the part of any Significant Partner with respect to any Company Products. Each Significant Partner and the amount of revenue received from, or the amount of contracted annual recurring revenue with respect to, such Significant Partner for the applicable period is listed on Section 2.24 of the Seller Disclosure Letter. Neither the Company nor any Company Subsidiary has received any written information from any Significant Partner that such Significant Partner shall not continue as a partner of the Company or the applicable Company Subsidiary (or Purchaser), after the Closing or that such Significant Partner intends to terminate or materially modify existing Contracts with the Company or any Company Subsidiary (or Purchaser).

2.25 Warranties. No Company Product or service related thereto is subject to any guaranty, warranty, right of return, right of credit, or other indemnity outside of the ordinary course of business.

2.26 Disclaimer of Seller.

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (I) OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE IN ARTICLE II AND ARTICLE III (AS QUALIFIED BY THE SELLER DISCLOSURE LETTER) OR ANY CERTIFICATES DELIVERED HEREUNDER, THE SELLER SHARES ARE BEING SOLD ON AN "AS IS" BASIS AS OF THE CLOSING IN THEIR CONDITION AS OF CLOSING WITH "ALL FAULTS" AND NO SELLER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS, THE COMPANY OR ANY COMPANY SUBSIDIARY, ANY SELLER, THE SELLER SHARES OR THE TRANSACTIONS, INCLUDING WITH RESPECT TO (I) THE OPERATION OF THE BUSINESS AFTER THE CLOSING, (II) THE PROBABLE SUCCESS, PROFITABILITY OR PROSPECTS OF THE BUSINESS AFTER THE CLOSING, (III) ANY PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, AND BUDGET INFORMATION FURNISHED BY ANY SELLER, THE COMPANY OR THEIR REPRESENTATIVES (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, AND BUDGET INFORMATION), OR (IV) ANY OTHER INFORMATION MADE AVAILABLE TO PURCHASER, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE REPRESENTATIVES, AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

(b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO SELLER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO PURCHASER, ITS REPRESENTATIVES OR TO ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION (OR FAILURE TO DISTRIBUTE) TO PURCHASER OR ITS REPRESENTATIVES, OR PURCHASER'S OR ITS REPRESENTATIVES' USE OF, ANY INFORMATION RELATING TO THE BUSINESS, ANY OF THE SELLER SHARES, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, OR BUDGET INFORMATION (INCLUDING THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, AND BUDGET INFORMATION), OTHER MATERIAL MADE AVAILABLE TO PURCHASER OR ITS REPRESENTATIVES, WHETHER ORALLY OR IN WRITING, IN CERTAIN "DATA ROOMS," MANAGEMENT PRESENTATIONS, FUNCTIONAL "BREAK-OUT" DISCUSSIONS, "EXPERT SESSIONS," OR VISITS, DILIGENCE CALLS OR MEETINGS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF PURCHASER OR ITS REPRESENTATIVES OR IN ANY OTHER FORM IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(c) Notwithstanding this Section 2.26, nothing in this Section 2.26 or elsewhere in this Agreement shall limit Purchaser's recourse in the event of Fraud (other than the Company Fraud).

ARTICLE III
Representations and Warranties of the Sellers

Each Seller, severally and not jointly, represents and warrants to Purchaser as follows:

3.1 Ownership of Securities. Such Seller is the beneficial owner or record holder of, or exercises voting power over, that number of Seller Shares set forth opposite such Seller's name on Section 2.2(b) of the Seller Disclosure Letter. The Seller Shares set forth opposite such Seller's name on Section 2.2(b) constitute such Seller's entire interest in the outstanding shares of Company Capital Stock and such Seller is not the beneficial owner or record holder of, and does not exercise voting power over, any other outstanding shares of Company Capital Stock. Such Seller has the sole right to vote and execute stockholder written consents and sole power of disposition and sole power to agree and to issue instructions with respect to all Seller Shares set forth opposite such Seller's name on Section 2.2(b) and the other matters contemplated herein, with no restrictions on such Seller's right and powers of voting or disposition pertaining thereto and no person not a signatory to this Agreement has a beneficial interest in or a right to acquire or vote any of the Seller Shares set forth opposite such Seller's name on Section 2.2(b) (other than the rights and interest of Persons that own Equity Interests in such Seller under such entity's governing documents or under Applicable Law). The Seller Shares owned by such Seller are, and will be at all times up until the Closing, free and clear of any Encumbrances (other than Permitted Encumbrances) of any nature that could adversely affect the Stock Purchase or the exercise or fulfillment of the rights and obligations of Purchaser or such Seller under this Agreement, other than Encumbrances that may be created pursuant to (a) this Agreement, (b) Applicable Law, (c) the terms of (i) the Series A Preferred Stock Purchase Agreement, dated December 21, 2022, as amended by the First Amendment to the Series A Preferred Stock Purchase Agreement, dated June 30, 2023, (ii) the Investors' Rights and Voting Agreement, dated December 21, 2022, as amended by the First Amendment to the Investors' Rights and Voting Agreement, dated June 30, 2023, (iii) the Rights of First Refusal and Co-Sale Agreement, dated December 21, 2022 as amended by the First Amendment to the Rights of First Refusal and Co-Sale Agreement, dated June 30, 2023, (iv) the Voting Agreement, dated June 30, 2023, and (v) the Amended and Restated Contingent Value Rights Agreement, dated June 30, 2023, (d) Surviving Encumbrances or (e) the terms of the Certificate of Incorporation and the bylaws of the Company. As of the Closing, all agreements referenced in the previous clause (c) shall be terminated without any remaining Encumbrances on such Seller Shares.

3.2 Organization; Power, Capacity and Authority. Such Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, organized or constituted. Such Seller has all requisite power, capacity and authority to enter into this Agreement, and each other agreement, document or certificate to which it may become a party pursuant to this Agreement (each, a "***Seller Ancillary Agreement***"), and to perform its obligations under this Agreement and each Seller Ancillary Agreement. The execution and delivery of this Agreement and each Seller Ancillary Agreement by such Seller and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary action, if any, on the part of such Seller (or its board of directors or similar governing body, as applicable), and no other actions or proceedings on the part of such Seller are necessary to authorize the execution and delivery by such Seller of this Agreement and each Seller Ancillary Agreement, and the consummation by such Seller of the Transactions, including the Stock Purchase. This Agreement has been, and on the Closing Date each Seller Ancillary Agreement will have been, duly executed and delivered by such Seller and, assuming the due authorization, execution and delivery of this Agreement and each Seller Ancillary Agreement, as applicable, by Purchaser and any other parties thereto, constitutes a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject only to the Enforceability Exceptions. Such Seller has not approved nor commenced any proceeding or made any election contemplating the dissolution or liquidation of the Company or any Company Subsidiary.

3.3 Non-Contravention. Other than as set forth in Section 3.3 of the Seller Disclosure Letter, no consent, approval, order, authorization, release or waiver of, or registration, declaration or filing with, any Governmental Entity or other Person is necessary or required to be made or obtained by such Seller to enable such Seller to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or any Seller Ancillary Agreement. The execution and delivery of this Agreement or any Seller Ancillary Agreement does not, and the performance by such Seller of its agreements and obligations hereunder and thereunder will not, (a) conflict with, result in a breach or violation of or default under (with or without notice or lapse of time or both), or require notice to or the consent, approval or waiver of any person under, (i) any provisions of the organizational documents of such Seller, (ii) any Order by which such Seller is bound or (iii) any Contract to which such Seller is a party or by which such Seller is, or any of its assets are, bound, except for such conflicts, notices, breaches, violations or defaults that would not, individually or in the aggregate, adversely affect, prevent or delay consummation by such Seller of the Stock Purchase and the other Transactions or otherwise prevent or materially delay such Seller from performing its obligations under this Agreement or any Seller Ancillary Agreement or (b) result in the creation of any Encumbrance (other than Surviving Encumbrances) on any of the Seller Shares owned by such Seller under any Contract to which such Seller is a party or by which such Seller is bound or any Contracts governing the holding of the Company Capital Stock or any other equity interests of the Company by the such Seller (other than this Agreement).

3.4 Legal Proceedings. There is no Legal Proceedings against such Seller that relates in any way to this Agreement, any Seller Ancillary Agreement or any of the transactions contemplated hereby or thereby. To the Knowledge of such Seller, no such Legal Proceeding has been threatened.

3.5 Brokers. No broker, finder, investment banker or financial advisor is entitled to any broker's, finder's, financial advisor's or other similar fee or commission that is payable by the Company or any of their respective Affiliates in connection with this Agreement or the Transactions based upon arrangements made by or on behalf of such Seller.

3.6 No Advice. Such Seller has had an opportunity to review with its own tax advisors the tax consequences of the Stock Purchase, the other Transactions, this Agreement an any Seller Ancillary Agreements. Such Seller understands that it must rely solely on its advisors and not on any statements or representations made by Purchaser, the Company or any of their agents or representatives. Such Seller understands that such Seller (and not Purchaser or the Company) shall be responsible for any tax liability of such Seller that may arise as a result of the Stock Purchase, the other Transactions, this Agreement or any Seller Ancillary Agreements.

3.7 Address. The office or offices of such Seller in which its principal place of business is identified in the address or addresses of such Seller set forth on the signatures page hereto.

3.8 Acquisition for Own Account. The shares of Purchaser Common Stock issuable to such Seller pursuant to this Agreement (the "***Purchaser Shares***") will be acquired for investment for such Seller's own account, not as a nominee or agent (except as noted on the signature page hereof) and not with a view to the resale or distribution of any part thereof, and such Seller has no present intention of selling, granting any participation in, or otherwise distributing the same. Such Seller does not presently have any Contract with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Purchaser Shares. Such Seller has not been formed for the specific purpose of acquiring the Purchaser Shares.

3.9 Restricted Shares. If such Seller is receiving Purchaser Shares, such Seller understands that the Purchaser Shares have not been registered under the Securities Act or any applicable state securities law, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Seller's representations as expressed herein. If such Seller is receiving Purchaser Shares, such Seller understands that Purchaser Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, such Seller must hold such Purchaser Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available, including when such Seller is eligible to sell such securities under Rule 144 of the Securities Act.

3.10 No General Solicitation. Neither such Seller, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation or (b) published any advertisement in connection with the offer and sale of the Purchaser Shares.

3.11 Economic Risk. Such Seller is able to bear the economic risk of an investment in the Purchaser Shares and has sufficient knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of ownership of the Purchaser Shares and that they are able to bear the financial risks thereof.

3.12 Disclosure of Information. If such Seller is receiving Purchaser Shares, such Seller has received or has had full access to all the information such Seller considers necessary or appropriate to make an informed investment decision with respect to Purchaser Shares. Such Seller further has had an opportunity to ask questions and receive answers from Purchaser regarding the terms and conditions of the offering of Purchaser Shares and to obtain additional information (to the extent Purchaser possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to such Seller or to which such Seller had access.

3.13 Accredited Investor Status. Such Seller is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.14 Purchaser's Representations.

(a) Each of the Sellers agrees that it has conducted its own independent investigation, review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, operations, assets, Liabilities, results of operations, financial condition, technology and prospects of the Purchaser and its Subsidiaries, which investigation, review and analysis was performed by the Seller and its Representatives. In entering into this Agreement, each of the Sellers acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any statements, representations or opinions of the Purchaser or any of its respective Representatives (except the specific representations and warranties of the Purchaser expressly set forth in Article IV).

(b) Each of the Sellers hereby acknowledges and agrees that notwithstanding anything herein to the contrary (i) other than the specific representations and warranties expressly made in Article IV or any certificates delivered hereunder, none of the Purchaser or its Representatives or any other Person makes or has made any representation or warranty, express or implied, at law or in equity, in respect of the Transactions, the Purchaser's business, the Purchaser, the Purchaser Common Stock, or with respect to the accuracy or completeness of any other information provided, or made available, to the Sellers or any of their respective Representatives in connection with the transactions contemplated by this Agreement; and (ii) it has not relied on and expressly disclaim any representation or warranty by, or information from, the Purchaser or any of its Affiliates, owners, managers, employees or Representatives, whether oral or written, express or implied, including any implied warranty of merchantability or of fitness for a particular purpose, except for the representations and warranties expressly set forth in Article IV. Without limiting the generality of the foregoing sentence, each of the Sellers acknowledges and agrees that it has not relied on any other information provided, or made available, to the Seller or any of its respective Representatives in connection with the Transactions and the other transactions contemplated by this Agreement, and that none of the Purchaser or its Representatives or any other Person will have or be subject to any indemnification obligation or other Liability to the Sellers or any of their respective Representatives or to any other Person resulting from (a) any misrepresentation or omission by the Purchaser or its Representatives or any other Person with respect to any such information or (b) the distribution (or failure to distribute) to the Sellers or its respective Representatives, or the Sellers' use of, or the use by any of their respective Representatives or any other Person of, any such information, including information, documents, projections, forecasts or other material made available to the Sellers or their respective Representatives, whether orally or in writing, in any "data rooms," teaser, confidential information memorandum, management presentations, functional "break out" discussions, "expert sessions," site tours or visits, diligence calls or meetings or otherwise in connection with the transactions contemplated by this Agreement, unless any such information is expressly and specifically included in a representation or warranty set forth expressly in Article IV. Notwithstanding the foregoing, nothing in this Section 3.14 or elsewhere in this Agreement shall limit Sellers' recourse in the event of Fraud.

ARTICLE IV
Representations and Warranties of Purchaser

Purchaser represents and warrants to the Sellers as follows:

4.1 Organization and Standing. Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. The Purchaser Sub is a limited liability corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Neither Purchaser nor Purchaser Sub is in violation of any of the provisions of their certificate of incorporation or certificate of formation, as applicable, or bylaws or equivalent organizational or governing documents.

4.2 Authority; Non-contravention.

(a) Each of Purchaser and Purchaser Sub has all requisite corporate power, or partnership power, as applicable, and authority to enter into this Agreement and to consummate the Transactions. The execution and delivery of this Agreement and the consummation of the Transactions have been duly authorized by all necessary corporate action on the part of Purchaser and Purchaser Sub. This Agreement has been duly executed and delivered by each of Purchaser and Purchaser Sub and, assuming the due execution and delivery of this Agreement by the other parties hereto, constitutes the valid and binding obligation of Purchaser and Purchaser Sub, enforceable against Purchaser and Purchaser Sub in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy and other similar Applicable Law affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery of this Agreement by Purchaser and Purchaser Sub does not, and the consummation of the Transactions will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a benefit under, or require any consent, approval or waiver from any Person pursuant to, (i) any provision of the certificate of incorporation or bylaws of Purchaser or organizational documents of Purchaser Sub, in each case as amended to date or (ii) Applicable Law, except where such conflict, violation, default, termination, cancellation or acceleration, individually or in the aggregate, would not be material to Purchaser's ability to consummate the Stock Purchase or to perform their respective obligations under this Agreement.

(c) There are no Legal Proceeding pending or, to the knowledge of Purchaser's officers, threatened against Purchaser that would reasonably be expected to materially impair the ability of Purchaser to consummate the Transactions.

(d) No consent, approval, Order or authorization of, or registration, declaration or filing with or notice to, any Governmental Entity, is required by or with respect thereto in connection with the execution and delivery of this Agreement or the consummation of the Transactions, except for (i) such consents, approvals, Orders, authorizations, registrations filings or notices as may be required under applicable securities laws, and (ii) such other consents, authorizations, filings, approvals, notices and registrations that, if not obtained or made, would not prevent, materially alter or delay Purchaser's, ability to consummate the Stock Purchase or any of the Transactions or to perform Purchaser's or Purchaser Sub's respective obligations under this Agreement.

4.3 Financing. Purchaser will have sufficient funds available to it (including cash, available lines of credit or other sources of immediately available funds) to permit Purchaser to consummate the Stock Purchase at the Closing upon the terms contemplated by this Agreement.

4.4 Nasdaq Compliance. Purchaser is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the Nasdaq Stock Exchange.

4.5 Issuance of Shares. The shares of Purchaser Common Stock issuable in the Stock Purchase, when issued by Purchaser in accordance with this Agreement, assuming the accuracy of the representations and warranties made by the Sellers herein and in the other Transaction Documents, will be duly authorized and issued, fully paid, non-assessable, issued in compliance with Applicable Law, and will be free of restrictions on transfer, other than restrictions on transfer under this Agreement and the other Transaction Documents, any stock restriction agreement entered into between Purchaser and any Seller, the certificate of incorporation of Purchaser, the bylaws of Purchaser and under Applicable Law.

4.6 SEC Reports and Financial Statements.

(a) Since January 1, 2024, Purchaser has filed all forms, reports, statements, schedules and other documents required to be filed by it with the SEC (as amended and supplemented from time to time, collectively, the "***Purchaser SEC Documents***"). As of their respective filing dates, the Purchaser SEC Documents (i) complied in all material respects with the requirements of the Securities Act and the Exchange Act applicable to such Purchaser SEC Documents and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Each of the consolidated financial statements (including, in each case, any notes thereto) contained in the Purchaser SEC Documents was prepared in accordance with U.S. GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) and each fairly presents, in all material respects, the consolidated financial position, results of operations and cash flows of Purchaser and its consolidated Subsidiaries as at the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein (subject, in the case of unaudited statements, to the absence of notes and normal and recurring year-end adjustments).

(c) Purchaser has taken no action intended to, or which to its actual knowledge is likely to have the effect of, terminating the registration of Purchaser's shares of common stock under the Exchange Act nor has Purchaser received any written notification that the SEC is threatening terminating such registration.

4.7 Operations of Purchaser Sub. Purchaser Sub is a direct, wholly owned Subsidiary of the Purchaser, was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement.

4.8 Sellers' Representations.

(a) Each of Purchaser and Purchaser Sub agrees that it has conducted its own independent investigation, review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, operations, assets, Liabilities, results of operations, financial condition, technology and prospects of the Company and its Subsidiaries, which investigation, review and analysis was performed by Purchaser and its Representatives. In entering into this Agreement, Purchaser and Purchaser Sub acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any statements, representations or opinions of the Company, any Company Stockholders, any holders of Company Options or any of their respective Representatives (except the specific representations and warranties of the Sellers expressly set forth in Articles II and III).

(b) Each of Purchaser and Purchaser Sub hereby acknowledges and agrees that notwithstanding anything herein to the contrary (i) other than the specific representations and warranties expressly made in Article II and Article III (as qualified by the Seller Disclosure Letter) or any certificates delivered hereunder, none of the Company, the Company Subsidiaries, Sellers or their respective Representatives or any other Person makes or has made any representation or warranty, express or implied, at law or in equity, in respect of the Transactions, the Business, the Company, the Company Subsidiaries, the Sellers, the Seller Shares or with respect to the accuracy or completeness of any other information provided, or made available, to Purchaser, Purchaser Sub or any of their respective Representatives in connection with the transactions contemplated by this Agreement; and (ii) Purchaser and Purchaser Sub have not relied on and expressly disclaim any representation or warranty by, or information from, the Sellers, the Company, or any of their respective Affiliates, owners, managers, employees or Representatives, whether oral or written, express or implied, including any implied warranty of merchantability or of fitness for a particular purpose, except for the representations and warranties expressly set forth in Article II and Article III (as qualified by the Seller Disclosure Letter). Without limiting the generality of the foregoing sentence, each of Purchaser and Purchaser Sub acknowledges and agrees that it has not relied on any other information provided, or made available, to Purchaser, Purchaser Sub or any of their respective Representatives in connection with the Transactions and the other transactions contemplated by this Agreement, and that none of the Company, Company Subsidiaries, the Sellers, their respective Representatives or any other Person will have or be subject to any indemnification obligation or other Liability to Purchaser, Purchaser Sub, any of their respective Representatives or to any other Person resulting from (a) any misrepresentation or omission by the Company, the Company Subsidiaries, the Sellers, their respective Representatives or any other Person with respect to any such information or (b) the distribution (or failure to distribute) to Purchaser, Purchaser Sub or their respective Representatives, or Purchaser's or Purchaser Sub's use of, or the use by any of their respective Representatives or any other Person of, any such information, including information, documents, projections, forecasts or other material made available to Purchaser, Purchaser Sub or their respective Representatives, whether orally or in writing, in any "data rooms," teaser, confidential information memorandum, management presentations, functional "break out" discussions, "expert sessions," site tours or visits, diligence calls or meetings or otherwise in connection with the transactions contemplated by this Agreement, unless any such information is expressly and specifically included in a representation or warranty set forth expressly in Article II or Article III (as qualified by the Seller Disclosure Letter). Notwithstanding the foregoing, nothing in this Section 4.8 or elsewhere in this Agreement shall limit Purchaser's recourse in the event of Fraud, except as provided in Article IX.

4.9 Disclaimer of Purchaser.

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (I) OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE IN ARTICLE IV, THE PURCHASER COMMON STOCK IS ISSUED AT THE TIMES REQUIRED HEREUNDER ON AN "AS IS" BASIS IN THEIR CONDITION WITH "ALL FAULTS" AND NONE OF PURCHASER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE PURCHASER'S BUSINESS, THE PURCHASER OR ANY PURCHASER SUBSIDIARY, THE PURCHASER COMMON STOCK OR THE TRANSACTIONS, INCLUDING WITH RESPECT TO (I) THE OPERATION OF THE PURCHASER'S BUSINESS AFTER THE CLOSING, (II) THE PROBABLE SUCCESS, PROFITABILITY OR PROSPECTS OF THE PURCHASER'S BUSINESS AFTER THE CLOSING, (III) ANY PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, AND BUDGET INFORMATION FURNISHED BY ANY OF THE PURCHASER OR ITS REPRESENTATIVES (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, AND BUDGET INFORMATION), OR (IV) ANY OTHER INFORMATION MADE AVAILABLE TO SELLERS, THE COMPANY, THEIR AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES, AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

(b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF THE PURCHASER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO THE SELLERS, THE COMPANY, THEIR REPRESENTATIVES OR TO ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION (OR FAILURE TO DISTRIBUTE) TO THE SELLERS, THE COMPANY, OR THEIR REPRESENTATIVES, OR THE SELLERS' OR ITS REPRESENTATIVES' USE OF, ANY INFORMATION RELATING TO THE PURCHASER'S BUSINESS, ANY OF THE PURCHASER COMMON STOCK, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, OR BUDGET INFORMATION (INCLUDING THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS, ESTIMATES, PROSPECTS, FORECASTS, PLANS, AND BUDGET INFORMATION), OTHER MATERIAL MADE AVAILABLE TO THE SELLERS OR THEIR REPRESENTATIVES, WHETHER ORALLY OR IN WRITING, IN CERTAIN "DATA ROOMS," MANAGEMENT PRESENTATIONS, FUNCTIONAL "BREAK-OUT" DISCUSSIONS, "EXPERT SESSIONS," OR VISITS, DILIGENCE CALLS OR MEETINGS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF THE SELLERS, THE COMPANY, OR THEIR REPRESENTATIVES OR IN ANY OTHER FORM IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(c) Notwithstanding this Section 4.9, nothing in this Section 4.9 or elsewhere in this Agreement shall limit the Sellers' recourse in the event of Fraud.

ARTICLE V
[RESERVED]

ARTICLE VI
ADDITIONAL AGREEMENTS

6.1 Confidentiality; Public Disclosure.

(a) The parties hereto acknowledge that Purchaser and the Company have previously executed a letter agreement regarding Company Confidential Information, dated as of May 1, 2024 (the "***Confidentiality Agreement***"), which shall continue in full force and effect in accordance with its terms. Each party hereto agrees that it and its Representatives shall hold the terms of this Agreement, and the fact of this Agreement's existence, in strict confidence. At no time shall any party hereto disclose any of the terms of this Agreement (including the economic terms) or any non-public information about a party hereto to any other Person without the prior written consent of the party hereto about which such non-public information relates. Notwithstanding anything to the contrary in the foregoing, (i) a party hereto shall be permitted to disclose any and all terms to its financial, tax and legal advisors (each of whom is subject to a similar obligation of confidentiality), and to any Governmental Entity, stock exchange or administrative agency to the extent necessary or advisable in compliance with Applicable Law or stock exchange requirement, (ii) this Section 6.1 shall not limit the ability of any Seller or any of their respective Affiliates to disclose the financial return profile of the Transactions to any of their respective existing or potential investors, provided that, in each case, such Seller informs the Person receiving the information that such information is confidential and such Person is subject to an obligation of confidentiality at least as protective as that set forth herein and (iii) nothing herein shall prevent any party hereto from communicating with their respective employees who have a bona fide need to know with respect to this Agreement or the Transactions.

(b) The Sellers shall not, and shall cause their Representatives not to, directly or indirectly, issue any press release or other public statement relating to the terms of this Agreement or the Transactions or use Purchaser's name or refer to Purchaser directly or indirectly in connection with Purchaser's relationship with 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 Purchaser. Notwithstanding anything to the contrary herein, a party hereto shall be permitted to disclose any and all terms to its financial, tax and legal advisors (to the extent each of whom is subject to a similar obligation of confidentiality), and to any Governmental Entity or administrative agency to the extent necessary or advisable in compliance with Applicable Law and any Legal Proceeding before a Governmental Entity in connection with the enforcement of any right or remedy related to this Agreement to the extent such Governmental Entity legally requires such disclosure. Notwithstanding anything to the contrary herein or in the Confidentiality Agreement, Purchaser may issue such press releases or make such other public statements regarding this Agreement or the Transactions as Purchaser may, in its reasonable discretion, determine, including as may be required by Applicable Law.

6.2 Spreadsheet. The Sellers shall prepare and deliver to Purchaser a spreadsheet (the "***Spreadsheet***") in the form and substance reasonably satisfactory to Purchaser, which spreadsheet shall be dated as of the Closing Date and shall set forth all of the following information (in addition to the other required data and information specified therein), as of immediately prior to the Closing:

(a) the names of each Seller, and their respective street and e-mail addresses, telephone number (if available), and taxpayer identification numbers (if any);

(b) the number, class and kind of shares of Company Capital Stock held by such Persons;

(c) the calculation of the Upfront Consideration, Upfront Stock Consideration Value and Upfront Stock Consideration;

(d) the portion of the Upfront Cash Consideration and Upfront Stock Consideration payable or issuable to each Seller in exchange for the shares of Company Capital Stock held by such Person;

(e) in respect of any shares of Company Capital Stock that are "covered securities" within the meaning of Section 6045(g)(3) of the Code, the basis and holding period information described in Section 6045(g)(2)(A) of the Code;

(f) each Seller's Pro Rata Share of the Escrow Amount (expressed both in shares and as a percentage); and

(g) a funds flow memorandum setting forth applicable wire transfer instructions and other information reasonably requested by Purchaser.

6.3 Expenses. Whether or not the Stock Purchase is consummated, and except as otherwise set forth herein, all costs and expenses incurred in connection with this Agreement and the Transactions (including Transaction Expenses) shall be paid by the party incurring such expense.

6.4 Termination of Company 401(k) Plan. Effective as of the day immediately preceding the Closing Date, the Sellers shall cause the Company to adopt resolutions by the Board to terminate the Company 401(k) Plan. The Sellers shall provide Purchaser with evidence that the Company 401(k) Plan has been terminated (effective no later than the day immediately preceding the Closing Date) pursuant to resolutions of the Board or any applicable committee thereof. The form and substance of such resolutions shall be subject to review and approval of Purchaser. The Sellers shall cause the Company to also take such other actions in furtherance of terminating the Company 401(k) Plan as Purchaser may reasonably require. As soon as practicable following the Closing, the assets of the Company's 401(k) Plan shall be distributed to the participants, and Purchaser shall permit the Continuing Employees who are then actively employed to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code, inclusive of loans to participants), in the form of cash (or, in the case of loans, notes), to an "eligible retirement plan" (within the meaning of Section 401(a)(31) of the Code) of Purchaser in an amount equal to the eligible rollover distribution portion of the account balance distributed to such Continuing Employee from the Company 401(k) Plan. With respect to matching contribution that will be made pursuant to this Section 6.4 and constitute Company Debt, an equivalent amount shall be funded as matching contribution payments by Purchaser.

6.5 401(k) Plan Correction Matters. Following the Closing, the Company shall utilize the Department of Labor's Delinquent Filer Voluntary Compliance Program to file any and all delinquent or delayed Form 5500 filings with respect to the Company 401(k) Plan in compliance with Applicable Law. Following the Closing, the Seller Agent shall cooperate with the Company in taking any and all further actions reasonably determined by Purchaser to be necessary to correct such delinquent or delayed filings.

6.6 Tax Matters.

(a) Intended Tax Treatment. For U.S. federal, and applicable state and local, income tax purposes, the parties hereto intend that: (i) the Stock Purchase and the Merger, taken together, constitute a single integrated transaction as described in Revenue Ruling 2001-46, 2001-2 C.B. 321 that qualifies as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Code and (ii) this Agreement is intended to be, and hereby is adopted as, a "plan of reorganization" (within the meaning of Section 368(a) of the Code and Treasury Regulations Sections 1.368-2(g) and 1.368-3) (the "***Intended Tax Treatment***"). No party hereto shall take any action not contemplated by this Agreement which would reasonably be expected to cause the Stock Purchase and the Merger, taken together, to fail to qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Code, and each of the parties hereto shall file, or cause to be filed, all Tax Returns consistent with the Intended Tax Treatment unless otherwise required by a Taxing Authority following an audit or examination in which the Intended Tax Treatment was defended diligently and in good faith. Each of the parties hereto further agrees to promptly notify the other parties hereto of any challenge to the Intended Tax Treatment by any Tax Authority. Notwithstanding the foregoing, neither the Sellers nor Purchaser makes any representations or warranties to each other or to the other parties hereto regarding the Tax treatment of this Agreement or the Transactions, or any of the Tax consequences to the Sellers or to Purchaser or to any other parties hereto of this Agreement or the Transactions. The Sellers and Purchaser acknowledge that the Purchaser and the Sellers are relying solely on their own Tax advisors in connection with this Agreement and the Transactions.

(b) Preparation of Tax Returns.

(i) Following the Closing, Purchaser (at its sole expense, taking into account, for the avoidance of doubt, the amount included in Transaction Expenses for preparation costs related to Pre-Closing Taxes) shall prepare and timely file (or cause the Company and the Company Subsidiaries to prepare and timely file) all Tax Returns of the Company and the Company Subsidiaries that are required to be filed by the Company and the Company Subsidiaries for any Pre-Closing Tax Periods or Straddle Period that are due following the Closing Date (taking into account extensions of time to file such Tax Returns) and shall pay (or cause the Company or the Company Subsidiaries to pay) all Taxes shown as due and owing on such Tax Returns (subject to Purchaser's rights pursuant to Section 9.2(a)(ii) (in respect of Tax Representations) or Section 9.2(a)(iv)); provided that, (A) all such Tax Returns shall be prepared on a basis consistent with the Company's past practices, unless Purchaser reasonably determines that a different treatment of any item is required by Applicable Law at a "more likely than not" or greater level of comfort; and (B) with respect to any such Tax Return for a Pre-Closing Tax Period or Straddle Period that shows an amount due and owing thereon and which is the responsibility of Sellers pursuant to Section 9.2(a)(ii) (in respect of Tax Representations) or Section 9.2(a)(iv), Purchaser shall provide the Seller Agent with a copy of such completed Tax Return at least 30 days prior to the due date (including any extension thereof) for filing of the applicable Tax Return (or at least 10 days prior to the due date (including any extension thereof) if such Tax Return is a non-income Tax Return or as soon as reasonably practicable if such Tax Return is due within 30 or 10 days, as applicable, of Closing) for the Seller Agent's review and comment. Purchaser shall consider in good faith all reasonable comments received from the Seller Agent with respect to such Tax Return prior to filing such Tax Return, and Purchaser shall not file, or cause to be filed, such Tax Return without first obtaining the Seller Agent's prior written consent (not to be unreasonably withheld, conditioned or delayed); provided, however, Seller Agent's consent will be deemed not to be reasonably withheld, conditioned or delayed to the extent that Seller Agent refuses to consent to a position that is "more likely than not" correct.

(ii) For clarity and without limiting the generality of Section 6.6(b)(i), following the Closing, Purchaser may prepare and file (or cause the Company and the Company Subsidiaries to prepare and file) any unfiled original income Tax Returns of Amelia NL BV and Amelia Japan KK that it reasonably determines are required to be filed for any Pre-Closing Tax Periods and shall pay (or cause the Company or the Company Subsidiaries to pay) all Taxes shown as due and owing on such income Tax Returns (subject to Purchaser's rights pursuant to Section 9.2(a)(ii) (in respect of Tax Representations) or Section 9.2(a)(iv)); provided that, (A) all such income Tax Returns shall be prepared on a basis consistent with the Company's past practices, unless Purchaser reasonably determines that a different treatment of any item is required by Applicable Law at a "more likely than not" or greater level of comfort; and (B) with respect to any such income Tax Return that shows an amount due and owing thereon and which is the responsibility of Sellers pursuant to Section 9.2(a)(ii) (in respect of Tax Representations) or Section 9.2(a)(iv), Purchaser shall provide the Seller Agent with a copy of such completed income Tax Return at least 30 days prior to the filing of the applicable income Tax Return for the Seller Agent's review and comment. Purchaser shall consider in good faith all reasonable comments received from the Seller Agent with respect to such income Tax Return prior to filing such income Tax Return, and Purchaser shall not file, or cause to be filed, such income Tax Return without first obtaining the Seller Agent's prior written consent (not to be unreasonably withheld, conditioned or delayed); provided, however, Seller Agent's consent will be deemed not to be reasonably withheld, conditioned or delayed to the extent that Seller Agent refuses to consent to a position that is "more likely than not" correct.

(c) Tax Cooperation and Exchange of Information. Following the Closing, each of Purchaser and the Sellers shall cooperate fully, as and to the extent reasonably requested by any of the others, in connection with the filing of Tax Returns, the preparation of any tax opinion with respect to the Stock Purchase, the Merger or other Transactions and any Legal Proceeding with respect to Taxes. Such cooperation shall include the retention and (upon request therefor) the provision of records and information reasonably relevant to any such Legal Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Purchaser and the Sellers agree to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations of the respective taxable periods, and to abide by all record retention agreements entered into with any Tax Authority.

(d) Tax Contests.

(i) After the Closing, Purchaser shall promptly deliver a written notice to the Seller Agent in writing following any demand, claim, or notice of commencement of a claim, proposed adjustment, assessment, audit, examination or other administrative or court action with respect to Taxes of the Company or any Company Subsidiary for which the Sellers may reasonably be expected to be liable for indemnification under Section 9.2(a)(ii) (in respect of Tax Representations) or Section 9.2(a)(iv) (each, a "***Tax Contest***", and such written notice, a "***Tax Claim Notice***"); provided that the failure or delay to so notify the Seller Agent shall not relieve the Sellers of any obligation or liability that the Sellers may have to Purchaser, unless the Sellers are actually prejudiced thereby.

(ii) Purchaser shall control the conduct of any Tax Contest; provided, however, that Purchaser shall, and shall cause the Company and any Company Subsidiary to, (A) keep the Seller Agent reasonably informed as to the status of the Tax Contest and use reasonable efforts to allow the Seller Agent to provide comments on any response before submitting it to the applicable Tax Authority, and (B) with respect to any settlement or compromise of such Tax Contest that would be reasonably expected to be indemnifiable by the Sellers pursuant to Section 9.2(a)(ii) (in respect of Tax Representations) or Section 9.2(a)(iv) (taking into account, for the avoidance of doubt, the limitations to the indemnification obligation of the Sellers under Section 9.3), Purchaser shall not settle or compromise such Tax Contest without first seeking to obtain the Seller Agent's prior written consent (not to be unreasonably withheld, conditioned or delayed) to the settlement or compromise; provided, that if Purchaser settles or compromises such Tax Contest without the Seller's Agent's consent, such a settlement or resolution of the Tax Contest will not in itself be determinative of the existence of Indemnifiable Damages.

(iii) Notwithstanding anything to the contrary contained in this Agreement, the procedures for all Tax Contests shall be governed exclusively by this Section 6.6(d).

(e) Straddle Period Allocations. For purposes of this Agreement, in the case of Taxes that are payable with respect to a Straddle Period (other than Transfer Taxes), the portion of any such Tax that is allocable to the Pre-Closing Tax Period shall be:

(i) in the case of Taxes that are either (i) based upon or related to income or receipts or (ii) imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible), deemed equal to the amount which would be payable (after giving effect to amounts which may be deducted from or offset against such Taxes) if the taxable period ended as of the close of business on the Closing Date based on an interim closing of the books; provided that exemptions, allowances or deductions that are calculated on an annual basis (including, but not limited to, depreciation and amortization deductions) shall be allocated between the portion of the Straddle Period ending on the Closing Date, on the one hand, and the portion of the Straddle Period beginning after the Closing Date, on the other hand, in proportion to the number of days in such Straddle Period included in the portion ending on the Closing Date and the number of days in such Straddle Period included in the portion beginning after the Closing Date;

(ii) in the case of Taxes not described in clause (i), deemed to be the amount of such Taxes for the entire Straddle Period (after giving effect to amounts which may be deducted from or offset against such Taxes) (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of days in the Pre-Closing Tax Period and the denominator of which is the number of days in the entire Straddle Period. In the case of any Tax based upon or measured by capital (including net worth or long-term debt) or intangibles, any amount thereof required to be allocated under this Section 6.6(e) shall be computed by reference to the level of such items on the Closing Date; and

(iii) for purposes of clause (vi) of the definition of "Pre-Closing Taxes", an amount of income required to be included under Section 951(a)(1) or 951A(a) of the Code with respect to any Straddle Period of a Company Subsidiary that is a "controlled foreign corporation" (within the meaning of Section 957(a) of the Code) (a "***CFC***") in which the Company was a "United States shareholder" (within the meaning of Section 951(b) of the Code) (a "***U.S. Shareholder***") as of the Closing, the taxable year of such Company Subsidiary shall be deemed to close as of the close of business on the Closing Date, and the amount of income required to be included under Section 951(a)(1) or Section 951A(a) of the Code to be allocated to the portion of the Straddle Period ending on the Closing Date shall be determined by means of a closing of the books of such Company Subsidiary as of the close of business on the Closing Date; provided that any non-U.S. Taxes allowed to Purchaser as a credit on a "more likely than not" basis in respect of any amount required to be included under Section 951(a)(1) or Section 951A(a) of the Code shall be equitably allocated between the portion of the Straddle Period ending on the Closing Date and the portion of the Straddle Period beginning after the Closing Date based upon the allocation of taxable income of such Company Subsidiary between such portions of the Straddle Period, which shall be allocated based upon the closing of the books of such Company Subsidiary as of the close of business on the Closing Date in the same manner as described in this Section 6.6(e)(iii).

(iv) All determinations necessary to effect the foregoing allocations shall be made in a manner consistent with prior practice of the Company and the Company Subsidiaries, except as otherwise required by applicable law. Any credit or refund resulting from an overpayment of Taxes for a Straddle Period shall be prorated based upon the method employed in this Section 6.6(e), taking into account the type of Tax to which the refund relates.

(f) Tax Refunds. Any Tax refund or credit in lieu thereof (including any interest paid or credited by a Tax Authority with respect thereto) of the Company or any Company Subsidiary of Taxes paid by the Company or a Company Subsidiary on or prior to the Closing Date and not reflected as an asset in the computation of Company Net Working Capital or taken into account in the computation of Company Debt shall be the property of the Sellers, and if received or actually utilized by Purchaser or any of its Affiliates to reduce their cash Taxes payable, the amount of such Tax refund or the cash Tax savings actually resulting from the utilization of such Tax credit (less any Taxes or reasonable, out-of-pocket costs or expenses incurred by Purchaser or any of its Affiliates in connection with the pursuit or receipt of any such Tax refund or utilization of such Tax credit) that is received by Purchaser prior to the end of the Tax Escrow Period shall be paid over promptly to the Seller Agent for distribution to the applicable Seller(s). Purchaser shall, if the Seller Agent so requests and at the Sellers' expense, cause the Company and any Company Subsidiary or other relevant entity to file for any such Tax refund to which the Sellers are entitled under this Section 6.6(f) except to the extent it would have any adverse effect on Purchaser or its Affiliates (including the Company and any Company Subsidiary) or subject Purchaser or any of its Affiliates (including the Company and any Company Subsidiary) to any unreimbursed cost or expense. The parties hereto agree to treat (and cause their respective Affiliates to treat) any payment made pursuant to this Section 6.6(f) as an adjustment to the Aggregate Consideration for all Tax purposes to the maximum extent permitted by Applicable Law.

(g) Tax Covenants. From and after the Closing, except as determined by Purchaser to be necessary to cause the Company's prior Tax Return positions to be "more likely than not" correct after consultation in good faith with Seller Agent, without the consent of the Seller Agent, Purchaser shall not, and shall not cause or permit its Affiliates (including, following the Closing, the Company and any Company Subsidiary) to (i) file a Tax Return of the Company or any Company Subsidiary for a Pre- Closing Tax Period or Straddle Period in a jurisdiction where such Person has not previously filed a Tax Return (other than a Tax Return prepared in accordance with the procedures set forth in Section 6.6(b) or Section 6.6(j)), (ii) amend, refile or otherwise modify (or grant an extension of any statute of limitations with respect to) any Tax Return of the Company or any Company Subsidiary for any Pre-Closing Tax Period or Straddle Period, (iii) enter into any voluntary disclosure Tax program, agreement or arrangement with any Tax Authority that relates to the Taxes of the Company or any Company Subsidiary for any Pre- Closing Tax Period or Straddle Period (other than a voluntary disclosure Tax program, agreement or arrangement completed in accordance with the procedures set forth in Section 6.6(j)), (iv) cause or permit the Company to take any action on the Closing Date and after the Closing that is outside the ordinary course of business not contemplated by this Agreement or (v) make any election (including an election under Sections 338(g) or 336(e) of the Code) that has retroactive effect to any Pre-Closing Tax Period or Straddle Period of the Company or any Company Subsidiary, in each case, if such action is reasonably expected to (A) create or increase a Tax liability of the Sellers (or their direct or indirect owners) or any of their Affiliates, (B) create or increase an indemnification obligation of the Sellers for Taxes pursuant to this Agreement or (C) result in a reduction to, or loss of, a Tax refund or credit that the Sellers are entitled to receive under Section 6.6(f).

(h) Each Seller further agrees, upon request, to use its reasonable best efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed with respect to the Stock Purchase or other transactions contemplated by this Agreement.

(i) If a notice of deficiency or adverse Tax assessment or demand is received by the Company from the competent Governmental Entity under Applicable Law that may require any payment or settlement of a Tax claim, the Company undertakes to, and is required to, fulfill and make good any Tax payable or amounts outstanding, and pursue all such other measures, so as not to have the Transaction be treated as void or disputable by such Governmental Entity under Applicable Law.

(j) Notwithstanding anything to the contrary in this Agreement, following the Closing, Purchaser, on behalf of the Company and the Company Subsidiaries, shall have the right to contact the state and local Tax Authorities in the Relevant States with respect to state and local Sales Taxes reasonably determined to be owed by the Company or any Company Subsidiary in such states for Pre- Closing Tax Periods and enter into a "voluntary disclosure agreement" or other similar program or a "quiet disclosure" with any such Tax Authority with respect to such Sales Taxes (each, a "***Sales Tax Disclosure***"). Purchaser shall have the right to control in any process or proceeding (including the preparation and filing of sales and use Tax Returns) relating to any Sales Tax Disclosure; provided that: (i)(A) Purchaser shall retain BDO LLP or another accounting or law firm that is reasonably satisfactory to the Seller Agent to evaluate, consider and complete any such Sales Tax Disclosure; (B) shall keep the Seller Agent reasonably informed as to the status of any such Sales Tax Disclosure, and (C) shall provide the Seller Agent the opportunity to review and comment on the applicable method for any such Sales Tax Disclosure and any sales and use Tax Return or other written submission before submitting it to the applicable Tax Authority, and accept any reasonable comments of the Seller Agent with respect thereto; and (ii) with respect to any Tax Contest arising from any Sales Tax Disclosure, the provisions of Section 6.6(d) shall control.

6.7 Director and Officer Indemnification.

(a) Until the sixth anniversary of the Closing Date, Purchaser will, and will cause the Company and each Company Subsidiary, to fulfill and honor in all respects the obligations of the Company and each such Company Subsidiary, as applicable, to its present and former directors and officers as of immediately prior to the Closing (the "***Company Indemnified Parties***") pursuant to indemnification agreements with the Company or such Company Subsidiary in effect on the Agreement Date and set forth in Section 2.17(xv) of the Seller Disclosure Letter and pursuant to the Certificate of Incorporation or, so long as made available to Purchaser, other organizational documents of the Company or such Company Subsidiary, as applicable, in effect on the Agreement Date (the "***Company Indemnification Provisions***"), with respect to claims relating to or arising out of acts or omissions occurring at or prior to the Closing that are asserted after the Closing; provided that Purchaser's and the Company's obligations under this Section 6.7(a) shall not apply to any claim based on a matter for which any Indemnified Person is entitled to an indemnification pursuant to Article IX; provided, further, that all rights to indemnification and exculpation in respect of any claim arising out of or relating to matters existing or occurring at or prior to the Closing Date and asserted or made within such six (6)-year period shall continue until the final disposition of such claim. Purchaser shall ensure that such Company Indemnification Provisions are not amended or otherwise modified in any manner that would adversely affect the rights of any Company Indemnified Parties, unless such modification is required by Applicable Law or approved in writing by such Company Indemnified Parties.

(b) At or prior to the Closing, the Sellers shall cause the Company to purchase tail insurance coverage (the "***Tail Insurance Coverage***") for the Company Indemnified Parties in a form reasonably satisfactory to Purchaser, which shall provide the Company Indemnified Parties with coverage for six years following the Closing Date.

(c) In the event that all or substantially all of the assets of the Company or any Company Subsidiary are sold, whether in one transaction or a series of transactions, then Purchaser and the Company or such Company Subsidiary, as applicable, will, in each such case, use commercially reasonable efforts to ensure that the successors and assigns of the Company or such Company Subsidiary, as applicable, assume the obligations set forth in this Section 6.7.

(d) The provisions of this Section 6.7 are intended to be for the benefit of, and shall be enforceable by each Company Indemnified Parties, his or her heirs and representatives and may not be amended, altered or repealed without the prior written consent of the affected Company Indemnified Party.

6.8 Employees and Contractors.

(a) Following the Closing, Purchaser shall provide certain Continuing Employees with the right to participate in a pool of retention equity awards to be valued (pursuant to Purchaser's standard methodology for valuing equity awards) at $20,000,000 in the aggregate (the "***Employee Retention Pool***"), based on the Purchaser Stock Price. The Employee Retention Pool shall be allocated in the sole discretion of Purchaser following consultation with the Seller Agent.

(b) For a period of 12 months from the Closing, and in each case to the extent required by Applicable Law, Purchaser shall provide or cause to be provided to each Continuing Employee (i) an annual base salary (or wage level, as applicable) no less favorable than that provided by the Purchaser to similarly situated employees of the Purchaser and (ii) the opportunity to participate in Purchaser's benefit plans, with benefits that in the aggregate are commensurate with the benefits provided to similarly situated employees of Purchaser. To the extent permitted by the applicable Purchaser health and welfare benefit plans (without any modifications thereto), Purchaser shall use commercially reasonable efforts to waive all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Continuing Employees, to the extent that such conditions, exclusions and waiting periods would not apply under a similar Company Employee Plan in which such employees participated prior to the Closing Date. To the extent permitted by the applicable Purchaser health and welfare benefit plans (without any modifications thereto), Purchaser shall use commercially reasonable efforts to provide all Continuing Employees with credit for all service with the Company performed at any time prior to the Closing Date under all employee benefit plans, programs, policies and arrangements and employment policies maintained by Purchaser in which they become participants to the extent such service was taken into account under the analogous Company Employee Plan immediately prior to the Closing Date; provided that no such prior service shall be taken into account to the extent that it would result in the duplication of benefits to any Continuing Employee.

(c) The Sellers shall cause the Company to give all notices and other information required to be given to the employees of the Company and the Company Subsidiaries, any collective bargaining unit representing any group of employees of the Company or any of the Company Subsidiaries, and any applicable government authority under the WARN Act, the National Labor Relations Act, as amended, the Code, COBRA and any other Applicable Law in connection with the Transactions.

6.9 R&W Policy. On the Agreement Date, Purchaser has entered into a binder agreement providing for the issuance of an insurance policy with respect to the representations and warranties of the Sellers under this Agreement and Taxes of the Company and the Company Subsidiaries arising from or relating to the Pre-Closing Tax Periods, the form of which has been provided to the Seller Agent (the "***R&W Policy***") and caused the binder agreement for the R&W Policy to be bound effective as of the Agreement Date. Purchaser and its Affiliates shall not amend, waive or otherwise modify the R&W Policy in any manner that would reasonably be expected to adversely affect the Sellers without the prior written consent of the Seller Agent (which consent shall not be unreasonably withheld, conditioned or delayed), including any amendment that would allow the insurer thereunder or any other Person to subrogate or otherwise make or bring any claim or suit against any Seller or any of their respective Affiliates or any past, present or future Representatives, if applicable, of any of the foregoing based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, except, in each case, in the event of Fraud.

6.10 The Merger. Promptly after the Closing, Purchaser shall effect the Merger in accordance with, and pursuant to, the Applicable Laws of the State of Delaware, pursuant to which the Company will merge with and into Purchaser Sub, the separate corporate existence of the Company shall cease, and Purchaser Sub shall be the surviving entity and remain a direct, wholly owned subsidiary of Purchaser treated as a disregarded entity for U.S. federal income tax purposes.

6.11 Joinder Agreement. Promptly after the Closing, Purchaser shall cause Amelia Holding II, LLC to enter into a joinder agreement, in such form contemplated by the Settlement Agreement.

6.12 Release of Claims.

(a) Effective upon the Agreement Date, BuildGroup LLC, for itself and each of its past, present, and future legal and beneficial owners, managers, parents, subsidiaries, Affiliates, members, partners, limited partners, general partners, shareholders, officers, directors, agents, representatives, predecessors, successors, assigns, and heirs (collectively, the "***Seller Releasors***"), to the fullest extent permitted by law, hereby fully, finally, irrevocably, and forever releases, relinquishes, settles, and discharges in all respects Purchaser and each of its past, present, and future legal and beneficial owners, shareholders, partners, limited partners, general partners, beneficiaries, members, managers, parents, subsidiaries, Affiliates (including the Company), trustees, administrators, officers, agents, representatives, attorneys, insurers, predecessors, successors, assigns, and heirs (collectively, the "***Purchaser Releasees***"), of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, obligations, liabilities, promises, damages, and demands whatsoever, in law or in equity (collectively, "***Claims***") that each or any Seller Releasor had or now has or may have, or which any successor or assign of each or any Seller Releasor hereafter can, shall, or may have, against any of the Purchaser Releasees for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the time through the Agreement Date, whether known or unknown, direct or indirect, vested or contingent, individual or derivative, state or federal, accrued or unaccrued.

(b) BuildGroup LLC hereby acknowledges that it may hereafter discover facts in addition to or different from those that it knows or believes to be true with respect to the subject matter of any Claims of BuildGroup LLC released pursuant to this Section 6.12 (the "***Released Claims***"), but, effective upon the Agreement Date, to the extent permitted by applicable law, BuildGroup LLC hereby expressly fully, finally, irrevocably, and forever settles and releases, and shall hereby be deemed to have fully, finally, irrevocably, and forever settled and released, any and all such Released Claims, whether direct or derivative, known or unknown, accrued or unaccrued, suspected or unsuspected, contingent or absolute, real or imagined, matured or unmatured, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including conduct that is negligent, reckless, intentional, with or without malice, or breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Further, BuildGroup LLC shall have and be deemed to have waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code or any federal, state, or foreign law, rule, regulation or common law doctrine that is similar, comparable, equivalent, or identical to, or that has the effect of, Section 1542 of the California Civil Code, which provides:

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

Notwithstanding the provisions of Section 1542 and any similar provisions, rights, and benefits conferred by any law, rule, regulation, or common law doctrine of California or in any federal, state, or foreign jurisdiction, BuildGroup LLC understands and agrees that this Section is intended to include all the claims that any person granting a release pursuant to this Section 6.12 has or may have, including unknown claims.

(c) Effective upon the Agreement Date, Sellers, on the one hand, shall not initiate any lawsuit, arbitration, or proceeding, or otherwise bring any claim, in court, in an agency, or elsewhere, whether at law, in equity, by way of administrative hearing, or otherwise solicit others to institute any such actions, claims, or proceedings against the Purchaser Releasees, on the other hand, that directly or indirectly concerns, involves, relates to, arises from, or is based upon any of the Released Claims.

(d) In the event that BuildGroup LLC breaches a covenant not to sue in this Section 6.12, Purchaser Releasees will have no adequate remedy at law and shall be entitled to injunctive relief.

(e) For the avoidance of doubt, the releases contained in this Section 6.12 are intended to be general releases; provided, however, that the "Claims" shall not include any rights, remedies, or obligations of BuildGroup LLC arising under this Agreement or any Arm's Length commercial agreement.

6.13 Escrow. Within 10 Business Days from the Closing, (a) Purchaser and the Seller Agent shall enter into an escrow agent agreement (the "***Escrow Agreement***") with PNC Bank acting as an escrow agent (the "***Escrow Agent***") and (b) Purchaser shall deposit, or cause to be deposited, into an account established pursuant to the Escrow Agreement (the "***Escrow Account***"), a number of shares of Purchaser Common Stock equal to the Escrow Amount. Any distribution of the shares of Purchaser Common Stock from the Escrow Account shall be made solely pursuant to joint written instructions of Purchaser and the Seller Agent to the Escrow Agent or based on a final, non-appealable award or order of a court of competent jurisdiction. Any expense related to the Escrow Agent and the Escrow Account shall be paid evenly by the Seller Agent (on behalf of the Sellers), on the one hand, and the Purchaser, on the other hand.

ARTICLE VII
[RESERVED]

ARTICLE VIII
[RESERVED]

ARTICLE IX
ESCROW FUND AND INDEMNIFICATION

9.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) "***Company Fraud***" means actual, knowing and intentional fraud under the laws of the State of Delaware by or on behalf of the Company with respect to the making of the representations and warranties in Article II that involves an actual knowing and intentional misrepresentation by or on behalf of the Company with respect to the representations in Article II made with knowledge of its falsity for the purpose of inducing another person to act, and upon which such person relies; provided that "Company Fraud" does not include constructive fraud or other claims based on constructive, imputed or implied knowledge, negligent misrepresentation, recklessness or similar theories.

(b) "***Fundamental Indemnification Matters***" means (i) each of the Indemnifiable Matters set forth in Section 9.2(a) (except for General Representation Matters) and (ii) each Personal Indemnification Matter (except for General Seller Representation Matters).

(c) "***Fundamental Representations***" means the representations and warranties made by the Sellers in Section 2.1(a), (b) and (c) (Organization, Standing, Power and Subsidiaries), Section 2.2 (Capital Structure), and Section 2.18 (Transaction Fees) of this Agreement.

(d) "***Fundamental Seller Representations***" means, with respect to a Seller, the representations and warranties made by such Seller in Section 3.1 (Ownership of Securities), Section 3.2 (Organization, Power, Capacity and Authority), Section 3.5 (Brokers), Section 3.8 (Acquisition for Own Account) and Section 3.13 (Accredited Investor Status) of this Agreement.

(e) "***General Representations***" means the representations and warranties set forth in Article II, except for the Fundamental Representations and the Tax Representations.

(f) "***General Seller Representations***" means the representations and warranties set forth in Article III, except for the Fundamental Seller Representations.

(g) "***Escrow Pro Rata Share***" means, with respect to a particular Seller at a particular time, such Seller's Pro Rata Share, as equitably adjusted to account for any reductions of the Indemnity Escrow Fund pursuant to a Personal Indemnification Obligation related to such Seller.

(h) "***Indemnified Person***" mean each of Purchaser, the Company and their subsidiaries, officers, directors, agents and employees (collectively, the "***Indemnified Persons***").

(i) "***Personal Fraud***" means, with respect to each Seller, any Fraud by such Seller or any Company Fraud of which such Seller had actual Knowledge as of the Closing.

(j) "***Personal Indemnification Obligations***" means, with respect to each Seller, such Seller's obligation to indemnify the Indemnified Persons for Indemnifiable Damages arising out of, resulting from or in connection with any Personal Indemnification Matter.

(k) "***Pro Rata Indemnification Share***" means, with respect to each Seller, (i) with respect to any Equityholder Action Matter, the percentage set forth opposite such Seller's name under the column titled "Pro Rata Indemnification Share" in the Spreadsheet and, for the avoidance of doubt, shall be equal to a fraction, (a) the numerator of which is the sum of (A) the aggregate number of shares of Company Capital Stock owned by such Seller immediately prior to the Closing, plus (B) the maximum aggregate number of shares of Company Common Stock issuable upon full exercise of all Company Options and warrants exercisable for the Equity Interest of the Company (whether vested or unvested) owned by such Seller immediately prior to the Closing, in each case of (A) and (B), on an as-converted to Company Common Stock basis, and (b) the denominator of which is the sum of (A) the aggregate number of shares of Company Capital Stock owned by the Sellers immediately prior to the Closing, plus (B) the maximum aggregate number of shares of Company Common Stock issuable upon full exercise of all Company Options and warrants with respect to the Company's Equity Interests (whether vested or unvested) owned by the Sellers immediately prior to the Closing, in each case of (A) and (B), on an as- converted to Company Common Stock basis and (ii) with respect to any other Personal Indemnification Matter of such Seller, one-hundred percent (100%).

(l) "***Tax Representations***" means the representations and warranties made by the Sellers in Section 2.12 (Taxes).

9.2 Indemnification.

(a) Subject to the limitations set forth in this Article IX, from and after the Closing, the Sellers shall severally (in accordance with their respective Pro Rata Shares) but not jointly, indemnify, defend and hold harmless the Indemnified Persons from and against any and all losses, liabilities, claims, damages, fees, costs and expenses, including costs of investigation, costs of defense and settlement and reasonable fees and expenses of lawyers, experts and other professionals (collectively, "***Indemnifiable Damages***"), whether or not due to a third-party claim, to the extent actually suffered or incurred by such Indemnified Person and arising out of, resulting from or in connection with the following (each matter set forth in clauses (i)-(vii), an "***Indemnifiable Matter***"):

(i) any failure of any General Representation to be true and correct as of the Agreement Date or as of the Closing Date, except for any General Representation that speaks only as of a specific date or dates, in which case any failure of such General Representation to be true and correct as of such date or dates (each, a "***General Representation Matter***");

(ii) any failure of any Fundamental Representation or Tax Representation to be true and correct as of the Agreement Date and as of the Closing Date, except for any Fundamental Representation or Tax Representations that speaks only as of a specific date or dates, in which case any failure of such Fundamental Representation or Tax Representation to be true and correct as of such date or dates (each, a "***Fundamental Representation Matter***");

(iii) any claims by any Person that was a holder or alleged holder of any Equity Interests of the Company as of immediately prior to the Closing (in its capacity as such), arising out of, resulting from or in connection with the Transactions, or the allocations of the Aggregate Consideration (each, an "***Equityholder Action***"), in each case, against any Indemnified Person, other than any Equityholder Action by or on behalf of any Seller or their respective direct or indirect equityholders or Affiliates;

(iv) any Pre-Closing Taxes;

(v) any indemnification liabilities to the Company's directors and officers as of immediately prior to the Closing (in their capacities as such) under the Company Indemnification Provisions related to the Transactions in excess of the Tail Insurance Coverage;

(vi) any Company Fraud; and

(vii) the matters set forth on Schedule 9.2 (the "***Specified Matters***").

(b) Subject to the limitations set forth in this Article IX, from and after the Closing, each Seller shall, severally (in accordance with their respective Pro Rata Indemnification Shares) but not jointly, indemnify and hold harmless the Indemnified Persons from and against any and all Indemnifiable Damages, whether or not due to a third-party claim, to the extent actually suffered or incurred by such Indemnified Person and arising out of, resulting from or in connection with (i) any failure of any of such Seller's General Seller Representations to be true and correct as of the Agreement Date, except for any such representation or warranty that speaks only as of a specific date or dates, in which case any failure of such representation or warranty to be true and correct as of such date or dates (each, a "***General Seller Representation Matter***"), (ii) any failure of any of such Seller's Fundamental Seller Representations to be true and correct as of the Agreement Date, except for any such representation or warranty that speaks only as of a specific date or dates, in which case any failure of such representation or warranty to be true and correct as of such date or dates, (iii) any breach of any of the covenants or agreements made by such Seller in this Agreement, (iv) any Equityholder Action by or on behalf of such Seller or its direct or indirect equityholders or Affiliates (each, an "***Equityholder Action Matter***") and (v) such Seller's Personal Fraud (the matters set forth in clauses (i) through (v), collectively, the "***Personal Indemnification Matters***").

(c) Notwithstanding anything to the contrary herein, nothing in this Agreement will limit the remedies of an Indemnified Person against any Seller, or the liability of such Seller to any Indemnified Person, arising out of, resulting from or in connection with (i) such Seller's Personal Fraud or (ii) any breach of such Seller's obligations of confidentiality under Section 6.1.

(d) Material Adverse Effect and materiality standards or qualifications in any representation and warranty shall not be taken into account in determining whether a breach of such representation and warranty (or failure of such representation or warranty to be true and correct) exists, or in determining the amount of any Indemnifiable Damages with respect to such breach or failure to be true and correct.

(e) Notwithstanding anything to the contrary herein, the obligations of the Sellers to indemnify the Indemnified Persons pursuant to this Article IX (the "***Indemnification Obligations***") will be determined without regard to any right of indemnification, compensation, reimbursement, contribution or right of advancement from any Indemnified Person (whether based upon such Seller's position as an officer, director, employee or agent of the Company or any Company Subsidiary, or otherwise), and no Seller will be entitled to any payment or set-off from any Indemnified Person or the Escrow Fund for amounts paid for indemnification under this Article IX, except as provided herein.

(f) Notwithstanding anything to the contrary herein, the rights and remedies of the Indemnified Persons under this Article IX shall not be limited by any investigation by or on behalf of, or disclosure to (other than in the Seller Disclosure Letter with respect to any representations and warranties in this Agreement, including a General Representation Matter, General Seller Representation Matter, Fundamental Representation Matter, Fundamental Seller Representation or Tax Representations, subject to the limitations on the effect of such disclosure set forth therein), any Indemnified Person at or prior to the Closing regarding any failure, breach or other event or circumstance.

9.3 Limitations to the Indemnification Obligations of the Sellers. Subject in each case to Section 9.2(c), the Indemnification Obligations will be subject to the following:

(a) Deductible. Except for claims pursuant to Section 9.2(a)(vi) in the event of Company Fraud, the Sellers shall have no liability for any General Representation Matter or General Seller Representation Matter unless and until the aggregate Indemnification Obligations for Indemnifiable Damages arising out of, resulting from or in connection with all General Representation Matters and General Seller Representation Matters exceed $510,000 in the aggregate (the "***Deductible***"). For clarity, if the aggregate Indemnification Obligations for Indemnifiable Damages arising out of, resulting from or in connection with all General Representation Matters and General Seller Representation Matters exceed the Deductible, then the Indemnification Obligations for such matters will only include such Indemnifiable Damages in excess of the Deductible.

(b) Caps. Except with respect to an Equityholder Action Matter, the Indemnification Obligations of each Seller will be capped at the aggregate amount of the Aggregate Consideration such Seller actually receives (on a gross basis and not net of Taxes, excluding the "Lender Shares" and including the "Transfer Shares," if any, as each are defined under that certain Letter Agreement, dated as of the Agreement Date, between Affiliates of Monroe Capital, LLC, the Company, and BuildGroup LLC (the "***Letter Agreement***")) pursuant to this Agreement; provided that, except for claims pursuant to Section 9.2(a)(vi) in the event of Company Fraud, the aggregate Indemnification Obligations of each Seller for Indemnifiable Damages arising out of, resulting from or in connection with all General Representation Matters and all of such Seller's General Seller Representation Matters will be capped at, and no Seller will have any liability under Section 9.2(a)(i) or (b)(i) in excess of, such Seller's Pro Rata Share of the Indemnity Escrow Amount. For the avoidance of doubt, Indemnification Obligations for the General Representation Matters and the General Seller Representation Matters (except for claims pursuant to Section 9.2(a)(vi) in the event of Company Fraud) shall be satisfied solely from the Indemnity Escrow Fund.

(c) Survival; Claims Periods. The Indemnification Obligations of the Sellers in respect of (i) General Representation Matters and General Seller Representation Matters will continue with respect to all Officer's Certificates in respect thereof delivered to the Seller Agent on or prior to the end of the Indemnity Escrow Period, and (ii) Fundamental Indemnification Matters will continue with respect to all Officer's Certificates in respect thereof delivered to the Seller Agent on or prior to the date that is the earlier of (A) six years following the Closing Date and (B) the expiration of the applicable statute of limitations (as applicable to such matter, the "***Claims Period***"). For clarity, the (A) General Representations and the General Seller Representations shall survive the Closing only until, and shall expire on, and no claim shall be made in respect thereof as of and following, the end of the Indemnity Escrow Period, and (B) the Fundamental Representations, Tax Representations, and the Fundamental Seller Representations shall survive the Closing only until, and shall expire on, and no claim shall be made in respect thereof as of and following, the earlier of (1) the six-year anniversary of the Closing Date and (2) the expiration of the applicable statute of limitations; provided that, if an Indemnified Person delivers an Officer's Certificate to the Seller Agent prior to the end of the applicable Claims Period, then (x) the Indemnification Obligations of the Sellers with respect to the indemnification claims in such Officer's Certificate will continue until the claims set forth in such Officer's Certificate (as may be amended pursuant to Section 9.5(b)) are finally resolved in accordance with Section 9.5 and (y) the Indemnification Obligations of the Sellers with respect to such claims in such Officer's Certificate will not be affected by the expiration of any representation, warranty or covenant.

(d) Mitigation. Purchaser acknowledges the common law duty to mitigate damages that exists under the laws of the State of Delaware, with which Purchaser will comply. The Indemnified Persons shall use commercially reasonable efforts to recover any Indemnifiable Damages from the insurance policies of the Company or any of the Company Subsidiaries.

(e) Satisfaction of Indemnification Claims.

(i) Notwithstanding anything herein to the contrary, but subject in all cases to all applicable limitations contained herein, after the Closing, (A) the sole and exclusive remedy of the Indemnified Persons with respect to the General Representation Matters and the General Seller Representation Matters (except in the event of Company Fraud) shall be against the Indemnity Escrow Fund and the R&W Policy as follows: (1) first, from the Indemnity Escrow Fund until, to the extent covered by the R&W Policy, the "Retention" as set forth in Item 6 of the R&W Policy (the "***Retention***") is eroded in full, (2) second, to the extent such Indemnifiable Damages are covered as a "Loss" as set forth in Section 2.1 of the R&W Policy (an "***Insured Loss***"), from the R&W Policy and (3) third, to the extent such Indemnifiable Damages are not Insured Losses or such Indemnifiable Damages exceed the "Limit of Liability" under the R&W Policy (and only with respect to such excess amount), from the Indemnity Escrow Fund until the Indemnity Escrow Fund has been depleted or released, (B) with respect to any Indemnification Obligations for any Indemnifiable Damages arising out of, resulting from or in connection with the Specified Matters, the Indemnified Persons' sole and exclusive source of recourse shall be to recover any such Indemnifiable Damages, subject to and in accordance with this Article IX, (1) first, from the Special Escrow Fund until the Special Escrow Fund has been depleted or released, (2) second, from the Indemnity Escrow Fund until the Indemnity Escrow Fund has been depleted or released, and (3) third, from the Sellers (on a several Pro Rata Share basis) in accordance with this Article IX, (C) with respect to any Indemnification Obligations for any Indemnifiable Damages arising out of, resulting from or in connection with Section 9.2(a)(iv) for the Tax Matter, the Indemnified Persons' sole and exclusive source of recourse shall be to recover any such Indemnifiable Damages, subject to and in accordance with this Article IX, (1) first, from the Tax Escrow Fund until the Tax Escrow Fund has been depleted or released, (2) second, from the Indemnity Escrow Fund until the Indemnity Escrow Fund has been depleted or released, and (3) third, from the Sellers (on a several Pro Rata Share basis) in accordance with this Article IX, and (D) with respect to any Indemnification Obligations for any Indemnifiable Damages arising out of, resulting from or in connection with any other Indemnifiable Matters, the Indemnified Persons' sole and exclusive source of recourse shall be to recover any such Indemnifiable Damages, subject to and in accordance with this Article IX, (1) first, from the Indemnity Escrow Fund until, to the extent covered by the R&W Policy, the Retention is eroded in full, (2) second, to the extent such Indemnifiable Damages are Insured Losses, from the R&W Policy and, (3) third, to the extent such Indemnifiable Damages are not Insured Losses or such Indemnifiable Damages exceed the "Limit of Liability" under the R&W Policy (and only with respect to such excess amount), from the Indemnity Escrow Fund until the Indemnity Escrow Fund has been depleted or released, and (4) fourth, from the Sellers (on a several Pro Rata Share basis) in accordance with this Article IX; provided that, to the extent the Indemnified Persons seek recovery from the Indemnity Escrow Fund solely in satisfaction of the Personal Indemnification Obligations of a Seller, then such recovery will be limited to the Escrow Pro Rata Share of such Seller at the time of such recovery. With respect to any Indemnification Obligations arising out of, resulting from or in connection with any Personal Indemnification Matters (other than the General Seller Representation Matters), Purchaser (on behalf of Indemnified Persons) (x) may elect to recover any such Indemnifiable Damages from the applicable Seller's Escrow Pro Rata Share of the Indemnity Escrow Fund and (y) if such Indemnifiable Damages are Insured Losses, shall first seek recourse against R&W Policy, and to the extent such Indemnifiable Damages exceed the "Limit of Liability" (and only with respect to such excess amount), seek recourse against the applicable Seller. If any Indemnified Person knowingly fails to seek the consent of the "Insurer" (as defined in the R&W Policy) under the R&W Policy, which consent is required under the terms of the R&W Policy and such failure to so seek such consent directly results in a loss of coverage under the R&W Policy for any Indemnifiable Damage, then such Indemnified Person shall have no right to recover from the Sellers, and the Sellers shall have no Liability hereunder for, such Indemnifiable Damages; provided that if the "Insurer" (as defined in the R&W Policy) unreasonably withholds, conditions or delays consent, this limitation does not apply.

(ii) Subject to the caps set forth in Section 9.3(b) and the other applicable limitations in this Article IX, if the shares of Purchaser Common Stock then held in the Indemnity Escrow Fund, the Tax Escrow Fund or the Special Escrow Fund, as applicable, are insufficient to satisfy in whole the amount of Indemnifiable Damages that become payable by a Seller to the Indemnified Persons pursuant to this Article IX, then such Seller shall, as promptly as practicable (and in any event within 10 Business Days) following the date such amount becomes payable pursuant to this Article IX, pay to the Indemnified Person its Pro Rata Indemnification Share of such shortfall or, if such Seller has not made such payment within 10 Business Days following the date such amount becomes payable pursuant to this Article IX, Purchaser may, at its election, setoff and reduce the Earnout Consideration payable to such Seller in lieu of such payment by such Seller. For all purposes of this Article IX, each share of Purchaser Common Stock held in the Escrow Fund or payable as Earnout Consideration shall be valued at the Purchaser Stock Price.

(f) Insurance. Indemnifiable Damages shall be calculated net of (i) (A) actual recoveries under existing insurance policies and (B) actual recoveries under applicable third-party indemnification obligations (in each case, net of any reasonable and documented actual collection costs, deductibles and increases in insurance premiums incurred in obtaining such recoveries), and, if the Indemnified Persons or any of their respective Affiliates receives such recovery after receipt of payment from the Sellers, then the amount of such recovery (net of any reasonable and documented actual collection costs, deductibles and increases in insurance premiums incurred in obtaining such recoveries) shall be paid to the indemnifying Sellers; and (ii) any amount included in the final Upfront Consideration with respect to, or attributable to, any such Indemnifiable Damages.

(g) Earnout. Notwithstanding anything herein to the contrary, Purchaser may withhold from the Earnout Consideration, if such Earnout Consideration is earned pursuant to Section 1.7, an amount that is determined, in the reasonable judgment of Purchaser, to be necessary to satisfy all unsatisfied or disputed claims for indemnification specified in any Officer's Certificate delivered to the Seller Agent on or prior to the date on which the Earnout Payment is required to be paid in accordance with Article I and within the time period required under Article IX, other than any such claim for a Personal Indemnification Matter (which may only be withheld from the portion of the Earnout Consideration otherwise payable to such Seller). Any portion of the Earnout Consideration withheld with respect to any such pending but unresolved claim for indemnification that is not awarded to Purchaser or any other Indemnified Persons upon the resolution of such claim in accordance with this Article IX shall be promptly distributed to the Sellers within 10 Business Days following resolution of such claim in accordance with the allocation of such Earnout Consideration in the Spreadsheet.

(h) Tax Indemnity Limitations. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Sellers be responsible for a claim for indemnification pursuant to Section 9.2(a)(ii) (in respect of Tax Representations) or Section 9.2(a)(iv) to the extent that such claim arises out of, or results from or in connection with: (i) any Tax imposed with respect to the Company or any Company Subsidiary to the extent that any such Tax was taken into account in the final calculation of Company Debt, Company Net Working Capital or Transaction Expenses, (ii) any Taxes imposed on the Company or any Company Subsidiary related to the portion of any prepaid income received prior to the Closing to the extent that the amount of such prepaid income was offset by liabilities reflected in the final calculation of Company Debt or Company Net Working Capital, (iii) any Taxes imposed on the Company or any Company Subsidiary which arise from any action taken by Purchaser or any of its Affiliates (including the Company or any Company Subsidiary) occurring on the Closing Date, but after the Closing, that is outside of the ordinary course of business (other than a transaction that is expressly contemplated under this Agreement).

(i) Damages. Notwithstanding anything to the contrary contained in this Agreement, the Sellers shall not have any Liability under any provision of this Agreement for, and Indemnifiable Damages shall not include, any punitive damages, except to the extent actually awarded and paid or payable by an Indemnified Person to a third party in respect of a third-party claim. The Sellers shall not have any Liability for the same Indemnifiable Damages more than once even if a claim for such Indemnifiable Damages could be brought under more than one indemnity provision hereunder.

9.4 Escrow Fund.

(a) At the Closing, Purchaser shall withhold the Adjustment Escrow Amount, the Indemnity Escrow Amount, the Tax Escrow Amount, and the Special Escrow Amount from the Upfront Stock Consideration issuable pursuant to Section 1.1(a) (the aggregate amount of shares of Purchaser Common Stock so held by Purchaser from time to time, the "***Adjustment Escrow Fund,***" the "***Indemnity Escrow Fund***," the "***Tax Escrow Fund***," and the "***Special Escrow Fund***" respectively, and together, the "***Escrow Fund***") and deposit such shares of Purchaser Common Stock in the Escrow Account in accordance with Article I. The Adjustment Escrow Fund shall be available to compensate Purchaser (on behalf of itself or any other Indemnified Person) for any Upfront Consideration Shortfall determined pursuant to Section 1.6. The Indemnity Escrow Fund shall be available to compensate Purchaser (on behalf of itself or any other Indemnified Person) for any Upfront Consideration Shortfall determined pursuant to Section 1.6 and Indemnifiable Damages pursuant to this Article IX. The Tax Escrow Fund shall be available to compensate Purchaser (on behalf of itself or any other Indemnified Person) for any Indemnifiable Damages arising out of, resulting from or in connection with Section 9.2(a)(iv) for the Tax Matter. The Special Escrow Fund shall be available to compensate Purchaser (on behalf of itself or any other Indemnified Person) for any Indemnifiable Damages arising out of, resulting from or in connection with the Specified Matters.

(b) Distributions from the Escrow Account of the Indemnity Escrow Fund, the Tax Escrow Fund, and the Special Escrow Fund shall only be made pursuant to, (i) Section 9.4(c), (ii) Section 9.3(e)(i), (iii) a joint agreement executed by each of Purchaser and the Seller Agent or (iv) a final, non-appealable award or order of a court of competent jurisdiction in compliance with Section 10.11, and otherwise in accordance with the terms of the Escrow Agreement. All amounts released from the Indemnity Escrow Fund, the Tax Escrow Fund, and the Special Escrow Fund to the Sellers shall be made in accordance with such Seller's Escrow Pro Rata Share at the time of such release.

(c) Promptly (and in any event within 10 Business Days) after the end of the Indemnity Escrow Period, Purchaser and the Seller Agent shall provide a joint written instruction to the Escrow Agent to distribute to each Seller such Seller's Escrow Pro Rata Share of the Indemnity Escrow Fund, less that portion of the Indemnity Escrow Fund that is determined, in the reasonable judgment of Purchaser, to be necessary to satisfy all unsatisfied or unresolved claims for indemnification specified in any Officer's Certificate delivered to the Seller Agent in good faith on or prior to the end of the Indemnity Escrow Period in accordance with this Article IX, which portion shall remain in the Indemnity Escrow Fund until such claims for Indemnifiable Damages have been resolved or satisfied. At any time following the end of the Indemnity Escrow Period, the Tax Escrow Period or the Special Escrow Period, as applicable, to the extent the number of shares of Purchaser Common Stock held in the Indemnity Escrow Fund, Tax Escrow Fund or the Special Escrow Fund, as applicable, exceeds the number of shares that is determined, in the reasonable judgment of Purchaser and the Seller Agent, to be necessary to satisfy all unsatisfied or unresolved claims for indemnification specified in any Officer's Certificate delivered to the Seller Agent on or prior to the end of the Indemnity Escrow Period, the Tax Escrow Period or the Special Escrow Period, as applicable, in accordance with this Section 9.4, based on the Purchaser Stock Price, Purchaser and the Seller Agent shall provide a joint written instruction to the Escrow Agent to promptly distribute the excess shares of Purchaser Common Stock to the Sellers in accordance with such Seller's Escrow Pro Rata Share. Promptly (and in any event within 10 Business Days) after the end of the period of time beginning on the Closing Date and ending on the date that is 48 months following the Closing Date (or, as the case may be, such earlier date that (i) any Tax Matter has been finally resolved or the applicable statutes of limitation have expired and (ii) Indemnifiable Damages arising out of, resulting from or in connection with such Tax Matters have been recovered by the Indemnified Person(s)) (the "***Tax Escrow Period***"), Purchaser and the Seller Agent shall provide a joint written instruction to the Escrow Agent to distribute to each Seller such Seller's Escrow Pro Rata Share of the Tax Escrow Fund, less that portion of the Tax Escrow Fund that is determined, in the reasonable judgment of Purchaser, to be necessary to satisfy all unsatisfied or unresolved claims for indemnification specified in any Officer's Certificate delivered to the Seller Agent in good faith on or prior to the end of such period in accordance with this Article IX, which portion shall remain in the Tax Escrow Fund until such claims for Indemnifiable Damages have been resolved or satisfied. Promptly (and in any event within 10 Business Days) after the end of the period of time beginning on the Closing Date and ending on the date that is 24 months following the Closing Date (or, if earlier, the date on which all Specified Matters have been finally resolved) (the "***Special Escrow Period***"), Purchaser and the Seller Agent shall provide a joint written instruction to the Escrow Agent to distribute to each Seller such Seller's Escrow Pro Rata Share of the Special Escrow Fund, less that portion of the Special Escrow Fund that is determined, in the reasonable judgment of Purchaser, to be necessary to satisfy all unsatisfied or unresolved claims for indemnification specified in any Officer's Certificate delivered to the Seller Agent in good faith on or prior to the end of such period in accordance with this Article IX, which portion shall remain in the Special Escrow Fund until such claims for Indemnifiable Damages have been resolved or satisfied.

9.5 Claims.

(a) If Purchaser has determined that any matter has given or could give rise to a right of indemnification under this Article IX, then Purchaser shall promptly, and in any event no later than the last day of the applicable Claims Period, deliver to the Seller Agent a certificate signed by any officer of Purchaser (an "***Officer's Certificat***e"):

(i) (A) stating that an Indemnified Person has incurred, suffered, paid, reserved or accrued, or reasonably anticipates that it may incur, suffer, pay, reserve or accrue, Indemnifiable Damages and (B) containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises;

(ii) stating the amount of such Indemnifiable Damages (which, in the case of Indemnifiable Damages not yet incurred, suffered, paid, reserved or accrued, may be the maximum amount reasonably anticipated by Purchaser to be incurred, suffered, paid, reserved, accrued or demanded by a third party); and

(iii) specifying in reasonable detail (based upon the information then possessed by Purchaser) the individual items of such Indemnifiable Damages included in the amount so stated and the nature of the claim to which such Indemnifiable Damages are related.

(b) The Officer's Certificate (i) need only specify such information to the knowledge of Purchaser as of the date thereof, (ii) shall not limit any of the rights or remedies of any Indemnified Person with respect to the underlying facts and circumstances specifically set forth in such Officer's Certificate and (iii) may be updated and amended from time to time by Purchaser by delivering an updated or amended Officer's Certificate, so long as the delivery of such updated or amended Officer's Certificate is made within the applicable Claims Period and such update or amendment relates to the underlying facts and circumstances specifically set forth in such original Officer's Certificate; provided that all claims for Indemnifiable Damages properly set forth in the original Officer's Certificate or any update or amendment thereto shall remain outstanding until such claims have been resolved or satisfied, notwithstanding the expiration of such Claims Period. No delay in providing such Officer's Certificate (or any update or amendment thereto after conducting discovery regarding the underlying facts and circumstances set forth therein) (so long as it is provided within the applicable Claims Period) shall affect an Indemnified Person's rights hereunder, unless and only to the extent the indemnifying Seller is materially prejudiced thereby. Following delivery of any Officer's Certificate, Purchaser shall reasonably promptly provide the Seller Agent with such information, documents and materials with respect thereto as the Seller Agent may reasonably request and which are necessary in order to evaluate the claims made in the Officer's Certificate.

(c) If the Seller Agent accepts, by written notice to Purchaser, or does not contest any claim or claims by Purchaser made in any Officer's Certificate on or prior to the date that is 20 days after receipt of such Officer's Certificate, then the total value equal to the amount of any Indemnifiable Damages corresponding to such claim or claims as set forth in such Officer's Certificate shall, subject to the limitations in this Article IX, be recoverable by, and Sellers shall pay to, Purchaser pursuant to Section 9.3(e) and Section 9.3(g).

(d) If the Seller Agent objects in writing to any claim or claims by Purchaser made in any Officer's Certificate within the 20-day period referenced in Section 9.5(c), Purchaser and the Seller Agent shall attempt in good faith for 45 days after Purchaser's receipt of such written objection to resolve such objection.

(e) If no such agreement can be reached during the 45-day period for good faith negotiation referenced in Section 9.5(d), but in any event upon the expiration of such 45-day period, either Purchaser (on behalf of itself or any other Indemnified Person) or the Seller Agent may submit such dispute for final adjudication to the applicable court sitting in the State of Delaware in accordance with Section 10.11.

(f) Any claim for indemnification in respect of Indemnifiable Damages suffered by any Indemnified Person hereunder may be made and enforced by Purchaser only, on behalf of such Indemnified Person.

9.6 Seller Agent.

(a) At the Closing, BuildGroup LLC shall be constituted and appointed as the Seller Agent. For purposes of this Agreement, the term "***Seller Agent***" means the agent for and on behalf of the Sellers to (i) give and receive notices and communications to or from Purchaser (on behalf of itself of any other Indemnified Person) relating to this Agreement, the Escrow Agreement or any of the Transactions and other matters contemplated by this Agreement (except to the extent that this Agreement expressly contemplates that any such notice or communication shall be given or received by such Sellers individually), (ii) authorize deliveries by the Escrow Agent to Purchaser of shares of Purchaser Common Stock from the Escrow Fund in satisfaction of claims asserted by Purchaser (on behalf of itself or any other Indemnified Person, including by not objecting to such claims), (iii) object to and/or resolve such claims pursuant to Section 9.5, (iv) consent or agree to, negotiate, enter into, or, if applicable, prosecute or defend, settlements and compromises of, and comply with orders of courts with respect to, such claims, (v) provide any consents hereunder, including with respect to any proposed settlement of any claims or agree to any amendment to this Agreement or the Escrow Agreement and (vi) take all actions necessary or appropriate in the judgment of the Seller Agent for the accomplishment of the foregoing, in each case without having to seek or obtain the consent of any Person under any circumstance. The Person serving as the Seller Agent may be replaced from time to time by a Seller or its Affiliates with a majority in interest of the Escrow Fund upon not less than 10 days' prior written notice to Purchaser. No bond shall be required of the Seller Agent, and the Seller Agent shall receive no compensation for its services.

(b) The Seller Agent shall not be liable to any Seller for any act done or omitted hereunder as the Seller Agent while acting in good faith (and any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of such good faith) and without gross negligence or willful misconduct. The Sellers shall severally indemnify the Seller Agent and hold the Seller Agent harmless against any loss, liability or expense incurred without gross negligence, willful misconduct or bad faith on the part of the Seller Agent and arising out of or in connection with the acceptance or administration of its duties hereunder, including any out-of-pocket costs and expenses and legal fees and other legal costs reasonably incurred by the Seller Agent.

(c) Any notice or communication given or received by, and any decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, the Seller Agent that is within the scope of the Seller Agent's authority under Section 9.6(a) shall constitute a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of all the Sellers and shall be final, binding and conclusive upon each such Seller, and each Indemnified Person shall be entitled to rely upon any such notice, communication, decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction as being a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, each and every such Seller.

9.7 Third-Party Claims. Except as set forth in Schedule 9.7, in the event Purchaser becomes aware of a third-party claim that Purchaser believes may result in a claim for indemnification pursuant to this Article IX by or on behalf of an Indemnified Person, Purchaser shall (i) promptly deliver to the Seller Agent an Officer's Certificate with respect thereto and (ii) provide the Seller Agent the opportunity to participate in, at the Seller Agent's sole cost and expense, any defense of such claim. Except as set forth in Schedule 9.7, Purchaser shall, however, have the right in its sole discretion to conduct the defense of, and to settle or resolve, any such claim, including paying and/or agreeing to pay, in settlement or resolution of such claim, any amounts to the third party making such claim (such amounts, collectively, a "***Settlement Payment***"). The costs and expenses incurred by Purchaser in connection with any investigation, defense, settlement or resolution of such claim and the enforcement and protection of its rights under this Agreement in respect thereof (including reasonable attorneys' fees, other professionals' and experts' fees and court or arbitration costs) (collectively, "***Defense Costs***," which, for the avoidance of doubt, do not include a Settlement Payment itself), shall constitute Indemnifiable Damages for which the Indemnified Persons shall be indemnified to the extent an indemnification claim is made under this Article IX, whether or not it is ultimately determined that such third-party claim is itself indemnifiable under Section 9.2 (but only if the allegations or claims underlying such third-party claim, taken as alleged or claimed, would be reasonably likely to be indemnifiable under Section 9.2), but shall otherwise be subject to the indemnification limitations applicable to such third-party claim. The Seller Agent shall have the right to receive copies of all pleadings, notices and communications with respect to such third-party claim to the extent that receipt of such documents does not affect any privilege relating to any Indemnified Person and subject to execution by the Seller Agent of Purchaser's standard non-disclosure agreement to the extent that such materials contain confidential or proprietary information; provided that Purchaser shall use its commercially reasonable efforts to make appropriate substitute arrangements to permit reasonable access or disclosure in such circumstances. In the event that Purchaser determines to settle or resolve any such third-party claim or make a Settlement Payment in connection therewith, Purchaser shall first consult with and seek the consent of the Seller Agent to such Settlement Payment. If the Seller Agent has consented in writing to such Settlement Payment, then, subject to the applicable limitations in this Article IX, the existence and amount of Indemnifiable Damages with respect to such Settlement Payment shall be determinative and binding upon the Sellers and neither the Seller Agent nor any Seller shall have any power or authority to object to recovery by or on behalf of any Indemnified Person (against the Indemnity Escrow Fund or otherwise) for any Indemnifiable Damages claimed with respect to such Settlement Payment in accordance with, and subject to the limitations in, this Article IX. If the Seller Agent has not consented in writing to such Settlement Payment, then such Settlement Payment shall not be determinative or binding upon the Sellers and the existence and amount of Indemnifiable Damages with respect to such Settlement Payment shall be determined in the manner applicable to indemnification claims made in accordance with, and subject to the limitations in, this Article IX.

9.8 Treatment of Indemnification Payments. The parties hereto agree to treat (and cause their respective Affiliates to treat) any payment received by the Indemnified Persons pursuant to this Article IX as an adjustment to the Aggregate Consideration for all Tax purposes to the maximum extent permitted by Applicable Law.

9.9 Exclusive Remedy. Each party hereto acknowledges and agrees that, except for equitable remedies for non-monetary damages as provided in Section 10.10, from and after the Closing, the indemnification provided in this Article IX shall constitute the sole and exclusive remedy of the Indemnified Persons for monetary damages or any other Indemnifiable Damages relating to or arising out of this Agreement, any certificates delivered hereunder or any of the Transactions, including with respect to any Indemnification Obligations, except in the case of any claims arising out of, resulting from or in connection with any Fraud (other than Company Fraud). For clarity, the survival periods and liability limits set forth in this Article IX shall control notwithstanding any statutory or common law provisions or principles to the contrary. Nothing in this Agreement, including the limitations set forth in Section 9.3, shall limit any Indemnified Person's rights or obligations under any other agreement entered into in connection with this Agreement.

ARTICLE X
General Provisions

10.1 Survival of Representations, Warranties and Covenants. If the Stock Purchase is consummated, (a) the representations, warranties and covenants of the Sellers shall survive the Closing until, and shall expire on, and no claim shall be made in respect thereof as of and following, the expiration of Claims Period relating to such representation, warranty or covenant and (b) the representations, warranties and covenants of Purchaser contained in this Agreement and the other documents contemplated by this Agreement and the Transactions will expire and be of no further force or effect as of the Closing, except for covenants of Purchaser, which will survive until performed. For clarity, the General Representations and the General Seller Representations shall survive the Closing only until, and shall expire on, and no claim shall be made in respect thereof as of and following, the end of the Indemnity Escrow Period, and the Fundamental Representations, Tax Representations and the Fundamental Seller Representations shall survive the Closing only until, and shall expire on, and no claim shall be made in respect thereof as of and following, the earlier of (a) the six-year anniversary of the Closing Date and (b) the expiration of the applicable statute of limitations.

10.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via electronic mail to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice):

(i) if to Purchaser, to:

SoundHound AI, Inc.
5400 Betsy Ross Drive
Santa Clara, CA 95054
Attention: Nitesh Sharan, Chief Financial Officer
Chris Kelley, Head of Strategy and M&A
Email: nsharan@soundhound.com; ckelley@soundhound.com

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

Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
Attention: Kris Withrow; Victoria Lupu
Telephone No.: (650) 938-5200
Email: kwithrow@fenwick.com; vlupu@fenwick.com

(ii) if to the Sellers, to:

BuildGroup LLC
111 Sandra Muraida Way
Austin, TX 78703
Attention: Christina Fok
Email: christina@buildgroup.com

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

Allen Overy Shearman Sterling US LLP
1460 El Camino Real, 2nd Floor
Menlo Park, CA 94025
Attention: Chris Forrester
Email: Chris.Forrester@aoshearman.com

(iii) If to the Seller Agent, to:

BuildGroup LLC
111 Sandra Muraida Way
Austin, TX 78703
Attention: Christina Fok
Email: christina@buildgroup.com

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

Allen Overy Shearman Sterling US LLP
1460 El Camino Real, 2nd Floor
Menlo Park, CA 94025
Attention: Chris Forrester
Email: Chris.Forrester@aoshearman.com

Any notice given as specified in this Section 10.2 (i) if delivered personally or sent by electronic mail transmission shall conclusively deemed to have been given or served at the time of dispatch if sent or delivered on a Business Day (provided that the sender of such email does not receive a written notification of delivery failure) or, if not sent or delivered on a Business Day, on the next following Business Day and (ii) if sent by commercial delivery service or mailed by registered or certified mail (return receipt requested) shall conclusively be deemed to have been received on the third Business Day after the post of the same.

10.3 Interpretation. When a reference is made herein to Articles, Sections, subsections, Schedules or Exhibits, such reference shall be to an Article, Section or subsection of, or a Schedule or an Exhibit to this Agreement unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Where a reference is made to a Contract, instrument or Applicable Law, such reference is to such Contract, instrument or Applicable Law as amended, modified or supplemented, including (in the case of Contracts or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and references to all attachments thereto and instruments incorporated therein. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to a series of clauses are inclusive of the endpoint clauses (e.g., "clause (x) through (y)" is inclusive of clauses (x) and (y)), (vi) references to any Person include the predecessors, successors and permitted assigns of that Person, (vii) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively, (viii) subject to clause (ix), the phrases "provide to," "made available" and "deliver to" and phrases of similar import mean that a true, correct and complete paper or electronic copy of the information or material referred to has been delivered to the party to whom such information or material is to be provided and (ix) the phrases "provided to Purchaser" or "made available to Purchaser" and phrases of similar import means, with respect to any information, document or other material of the Company or its Affiliates, that such information, document or material was made available for review and properly indexed by the Company and its Representatives in the virtual data room established by the Company in connection with this Agreement at least 48 hours prior to the execution of this Agreement or actually delivered (whether by physical or electronic delivery) to Purchaser or its Representatives at least 48 hours prior to the execution of this Agreement. The symbol "$" refers to United States Dollars. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if." All references to "days" shall be to calendar days unless otherwise indicated as a "Business Day." Any action otherwise required to be taken on a day that is not a Business Day shall instead be required to be taken on the next succeeding Business Day, and if the last day of a time period is a non-Business Day, such period shall be deemed to end on the next succeeding Business Day. Unless indicated otherwise, all mathematical calculations contemplated by this Agreement shall be rounded to the fifth decimal place, except in respect of payments, which shall be rounded to the nearest whole United States cent.

10.4 Amendment. Subject to Applicable Law, Purchaser and the Sellers may amend this Agreement by authorized action at any time pursuant to an instrument in writing signed by Purchaser and the Sellers. To the extent permitted by Applicable Law, Purchaser and the Seller Agent may cause this Agreement to be amended at any time after the Closing by execution of an instrument in writing signed on behalf of Purchaser and the Seller Agent.

10.5 Extension; Waiver. At any time at or prior to the Closing, any party hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto owed to such party, (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and (c) waive any breaches of any of the covenants, agreements, obligations or conditions for the benefit of such party contained herein. At any time after the Closing, Purchaser and the Seller Agent may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations of the other owed to such party, (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto or (c) waive any breaches of any of the covenants, agreements, obligations or conditions for the benefit of such party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing that is (a) prior to the Closing with respect to the Company and/or the Sellers, signed by the Sellers, (b) after the Closing with respect to the Sellers and/or the Seller Agent, signed by the Seller Agent and (c) with respect to Purchaser, signed by Purchaser. Without limiting the generality or effect of the preceding sentence, no failure to exercise or delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision herein.

10.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood and agreed that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement.

10.7 Entire Agreement; Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto, including all the exhibits attached hereto, the Schedules, including the Seller Disclosure Letter, (a) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, except for the Confidentiality Agreement, which shall continue in full force and effect, and shall survive any termination of this Agreement, in accordance with its terms and (b) are not intended to confer, and shall not be construed as conferring, upon any Person other than the parties hereto any rights or remedies hereunder (except that Article IX is intended to benefit the Indemnified Persons and Section 6.12 is intended to benefit the Company Indemnified Parties).

10.8 Assignment. Neither this Agreement nor any of the rights and obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void, except that Purchaser may assign its rights and delegate its obligations under this Agreement to any direct or indirect wholly owned subsidiary of Purchaser without the prior consent of any other party hereto; provided that notwithstanding any such assignment, Purchaser shall remain liable for all of its obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

10.9 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably necessary to effect the intent of the parties hereto. The parties hereto shall use all reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

10.10 Remedies Cumulative; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party hereto shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party hereto of any one remedy shall not preclude the exercise of any other remedy and nothing herein shall be deemed a waiver by any party hereto of any right to specific performance or injunctive relief. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereto hereby waive the requirement of any posting of a bond in connection with the remedies described herein.

10.11 Governing Law. This Agreement, all acts and transactions pursuant hereto and all obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law that would refer a matter to a different jurisdiction. Any dispute, controversy or claim arising out of, or relating to or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, which rules are incorporated herein by reference. The seat of the arbitration will be San Francisco, California. The number of arbitrators shall be three, with each of Purchaser and prior to the Closing, the Sellers, and following the Closing, the Seller Agent, each selecting one arbitrator, and such selected arbitrators selecting the third arbitrator. The language of the arbitration will be English.

10.12 Non-Recourse; Release. All Legal Proceedings, Liabilities or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement) and the Transactions, may be made only against (and such representations and warranties are those solely of) the Persons that are expressly identified as parties in the preamble to this Agreement in their capacities as parties to this Agreement (the "***Contracting Parties***"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, equityholder, Affiliate, agent, attorney or other Representative or assignee of, and any financial advisor or lender or debt financing source to, any Contracting Party, or any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, equityholder, Affiliate, agent, attorney or other Representative or assignee of, and any financial advisor or lender or debt financing source to, any of the foregoing (collectively, the "***Nonparty Persons***"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any Legal Proceedings, Liabilities or causes of action arising under, out of, in connection with, or related in any manner to this Agreement or the transactions contemplated hereby or thereby or any document or instrument delivered in connection herewith or therewith or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach of this Agreement, any Ancillary Agreement, the transactions contemplated hereby and thereby or any document or instrument delivered in connection herewith or therewith, and, to the maximum extent permitted by Applicable Law, each Contracting Party hereby waives and releases all such Legal Proceedings, Liabilities and causes of action against any such Nonparty Persons. Without limiting the foregoing, to the maximum extent permitted by Applicable Law, each Contracting Party disclaims any reliance upon any Nonparty Persons with respect to the performance of this Agreement or any Ancillary Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement or any Ancillary Agreement; provided that, notwithstanding anything to the contrary herein, nothing in this Section 10.12 shall limit Purchaser's recourse in the event of Fraud. The provisions of this Section 10.12 are for the benefit of and shall be enforceable by each Nonparty Person, which is an intended third-party beneficiary of this Section 10.12.

10.13 Rules of Construction. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, each Schedule and each Exhibit attached hereto, the application of any Applicable Law or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

10.14 WAIVER OF JURY TRIAL. EACH OF PURCHASER AND THE SELLERS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PURCHASER OR THE SELLERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATION OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 Privileged Matters; Conflicts Waiver.

(a) Purchaser, on behalf of itself and each of its Affiliates, hereby waives, and agrees not to allege, any claim that Allen Overy Shearman & Sterling US LLP (the "Firm") has a conflict of interest or is otherwise prohibited from representing BuildGroup, LLC or any of their Representatives (the "***Seller Group***") in any post-Closing matter or dispute with Purchaser or any of their Representatives related to or involving this Agreement (including the negotiation hereof) or the Transaction, even though the interests of the Seller Group in such matter or dispute may be directly adverse to the interests of Purchaser or any of its Representatives.

(b) Purchaser, on behalf of itself and each of its Affiliates, acknowledges and agrees that the Sellers' attorney-client privilege, attorney work-product protection and expectation of client confidence involving the Transaction, and all information and documents covered by such privilege, protection or expectation, and all information and documents covered by such privilege, protection or expectation shall be retained and controlled by the applicable Seller, and may be waived only by the respective Seller. Purchaser and the Sellers acknowledge and agree that (i) the foregoing attorney-client privilege, work product protection and expectation of client confidence shall not be controlled, owned, used, waived or claimed by Purchaser or any of its Affiliates upon consummation of the Closing (except as provided in the following clause (ii)); and (ii) in the event of a dispute between Purchaser or any of its Affiliates, on the one hand, and a third party, on the other hand, or any other circumstance in which a third party requests or demands that Purchaser or any of its Affiliates produce privileged materials or attorney work-product of the Sellers or their Affiliates, Purchaser may assert (but not waive, without the written consent of the Seller Agent acting reasonably) such attorney-client privilege on behalf of the Seller Group to prevent disclosure of privileged communications or attorney work-product to such third party.

(c) This Section 10.15 is for the benefit of each Seller, and each Seller is an express third-party beneficiary of this Section 10.15. Section 10.15(a) is for the benefit of the Firm, and the Firm is an express third-party beneficiary of this Section 10.15. This Section 10.15 shall be irrevocable, and no term of this Section 10.15 may be amended, waived or modified, except in accordance with this Article X, as the case may be, and with the prior written consent of the Firm to the extent modifying Section 10.15(a). This Section 10.15 shall survive the Closing and shall remain in effect indefinitely.

[Signature Page Next]

IN WITNESS WHEREOF, Purchaser, the Sellers and the Seller Agent have executed and delivered this Stock Purchase Agreement or caused this Stock Purchase Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

SOUNDHOUND AI, INC.

By: /s/ Keyvan Mohajer
Name: Keyvan Mohajer
Title: Chief Executive Officer

FIREHORSE MERGER SUB, LLC

By: /s/ Keyvan Mohajer
Name: Keyvan Mohajer
Title: Manager

IN WITNESS WHEREOF, Purchaser, the Sellers and the Seller Agent have executed and delivered this Stock Purchase Agreement or caused this Stock Purchase Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

BUILDGROUP LLC

By: /s/ Lanham Napier
Name: Lanham Napier
Title: Chairman

IPSOFT GLOBAL HOLDINGS, INC.

By: /s/ Chetan Dube
Name: Chetan Dube
Title: CEO

[Signature Page to Stock Purchase Agreement]

EXHIBIT A

Definitions

As used herein, the following terms shall have the meanings indicated below:

"***Adjustment Amount***" means (i) the Closing Net Working Capital Shortfall, if any, plus (ii) the Closing Net Working Capital Surplus, if any, plus (iii) the Company Cash, minus (iv) any Transaction Expenses, minus (v) any Company Debt.

"***Accounting Principles***" means GAAP applied on a basis consistent as applied by the Company in the Financial Statements, and to the extent not consistent therewith, the methodologies and assumptions identified in Exhibit B, if any.

"***Adjustment Escrow Amount***" means 373,831 shares of Purchaser Common Stock.

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person, including any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person, in each case as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by Contract or otherwise.

"***Aggregate Consideration***" means an amount equal to (i) the Upfront Consideration, plus (ii) if and only to the extent earned, the Earnout Consideration.

"***Ancillary Agreement***" means, each agreement other than this Agreement referred to in this Agreement or to be executed in connection with the Transactions.

"***AI Commitments***" means the Company's and each Company Subsidiary's obligations under (i) applicable Contracts relating to AI Technology to which the Company or any Company Subsidiary is a party, (ii) Applicable Law relating to AI Technology and (iii) then-current representations made by the Company or any Company Subsidiary published in the written documentation for the Company Products delivered with the Company Products or published on the Company Websites.

"***AI Data***" means any data Processed by or for the Company or any Company Subsidiary in connection with the development, training, operation, improvement, marketing, provision, deployment, or use of Company AI Products, including all Training Datasets.

"***AI Technology***" means deep learning, machine learning or other artificial intelligence technologies that use software algorithms, neural networks, or models to analyze input data, learn from that data, and then automatically (i) makes decisions or predictions based on that learning and/or (ii) generate content or output.

"***Anti-Corruption Law***" means any Applicable Law relating to anti-bribery or anti- corruption (governmental or commercial), including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010 or any other Applicable Law that prohibits the corrupt payment, offer, promise or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any Person, including any Government Official.

"***Applicable Law***" means, with respect to any Person, any federal, state, foreign, local, municipal or other law, statute, constitution, legislation, principle of common law, resolution, ordinance, code, edict, decree, rule, directive, license, permit, regulation, ruling or requirement, in each case, issued, enacted, adopted, promulgated, implemented or otherwise put into effect by any Governmental Entity that are applicable to such Person or such Person's Affiliates or to any of their respective assets, properties or businesses.

"***Business***" means the business of the Company and the Company Subsidiaries, taken as a whole, as currently conducted by the Company and the Company Subsidiaries.

"***Business Day***" means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in San Francisco, California.

"***CARES Act***" shall mean the Coronavirus Aid, Relief, and Economic Security Act.

"***Certificate of Incorporation***" has the meaning set forth in Section 1.1(a).

"***Change in Control Payment*"** means any severance, transaction, retention, bonus, commission, management incentive plan, change in control or other similar bonuses, compensatory amounts or payments, and other employee-related change of control payments payable by the Company or any Company Subsidiary that remain unpaid as of or after the Closing Date (including the employer portion of any employment-related Taxes arising in connection with any of the foregoing) arising solely or partially out of, or in connection with, the consummation of the Stock Purchase or upon a termination of employment (i.e., "double trigger") in connection with the Stock Purchase, including pursuant to this Agreement or the Transactions (alone or in combination with any other event); provided that any payments pursuant to the Employee Retention Pool shall not constitute Change in Control Payments.

"***Change of Control***" means (i) any Person or Group becomes the beneficial owner, directly or indirectly, of a majority of the voting power of Purchaser or (ii) a merger, consolidation, or other form of business combination of Purchaser with another Person that results in the holders of voting securities of such Person immediately prior to such business combination holding, directly or indirectly, in the aggregate, voting securities carrying a majority of the voting power of the surviving entity resulting from the business combination (or the ultimate parent of such surviving entity).

"***Closing Net Working Capital Shortfall***" means the amount, if any, by which the Company Net Working Capital as of the Closing, as set forth in the Seller Closing Financial Certificate, is less than the Closing Net Working Capital Target; provided that if the Closing Net Working Capital Shortfall as determined by the foregoing is less than the Net Working Capital Collar, the Closing Net Working Capital Shortfall shall equal $0.

"***Closing Net Working Capital Surplus***" means the amount, if any, by which the Company Net Working Capital as of the Closing, as set forth in the Seller Closing Financial Certificate, is greater than the Closing Net Working Capital Target; provided that if the Closing Net Working Capital Surplus as determined by the foregoing is less than the Net Working Capital Collar, the Closing Net Working Capital Surplus shall equal $0.

"***Closing Net Working Capital Target***" means negative $5,100,000.

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

"***Company***" means Amelia Holdings, Inc., a Delaware corporation.

"***Company AI Products***" means all Company Products that constitute, employ, deploy or incorporate AI Technology.

"***Company Capital Stock***" means the capital stock of the Company, including the Company Common Stock and the Company Preferred Stock.

"***Company Cash***" means the aggregate amount of cash and cash equivalents of the Company and each Company Subsidiary, on a consolidated basis, as of the Closing; provided that Company Cash shall exclude restricted cash and be calculated net of issued but uncleared checks and drafts and cash overdrafts, and shall include any inbound wires in transit and checks and drafts deposited for the account of the Company and each Company Subsidiary. For purposes of this definition "restricted cash" means any cash or cash equivalents of the Company that is not freely usable by the Company or the Company Subsidiaries immediately following the Closing because it is subject to restrictions or limitations on use or distribution by Applicable Law, Contract or otherwise, including (i) restrictions on withdrawals, dividends or repatriations, (ii) cash that has been historically classified as restricted cash by the Company and the Company Subsidiaries in accordance with GAAP, (iii) cash that is necessary to meet any minimum cash, deposit or equity balances pursuant to any Applicable Law, (iv) cash represented by real estate lease deposits, and (v) cash that is held in third-party escrow accounts.

"***Company Class A Common Stock***" means the Class A Common Stock, par value $0.001, of the Company.

"***Company Class B Common Stock***" means the Class B Common Stock, par value $0.001, of the Company.

"***Company Common Stock***" means the Company Class A Common Stock and the Company Class B Common Stock.

"***Company Debt***" means, without duplication, as of the Closing: (i) all obligations (including the principal amount thereof and the amount of accrued and unpaid interest thereon) of the Company and each Company Subsidiary, whether or not represented by bonds, debentures, notes or other securities (whether or not convertible into any other security), for the repayment of money borrowed, whether owing to banks, financial institutions, on equipment leases, pursuant to credit cards or otherwise, (ii) all deferred indebtedness of the Company and each Company Subsidiary for the payment of the purchase price of property or assets purchased (other than accounts payable incurred in the ordinary course of business), (iii) all obligations of the Company and each Company Subsidiary to pay rent or other payment amounts under a lease which is required to be classified as a capital lease or a liability on the face of a balance sheet prepared in accordance with GAAP, (iv) all outstanding reimbursement obligations of the Company and each Company Subsidiary with respect to letters of credit, bankers' acceptances or similar facilities issued for the account of the Company or any Company Subsidiary, to the extent drawn (v) all obligations of the Company and each Company Subsidiary under any interest rate swap agreement, forward rate agreement, interest rate cap or collar agreement or other financial agreement or arrangement entered into for the purpose of limiting or managing interest rate risks, (vi) all obligations of the type described in clauses (i) – (v) above secured by any Encumbrance (other than any Surviving Encumbrances) existing on property owned by the Company and each Company Subsidiary, whether or not indebtedness secured thereby will have been assumed, (vii) all premiums, penalties, fees, expenses, breakage costs and change of control payments required to be paid or offered in respect of any of the foregoing on prepayment (regardless if any of such are actually paid), as a result of the consummation of the Transactions or in connection with any lender consent, (viii) all off-balance sheet liabilities, (ix) all underfunded liabilities, assuming contingencies are satisfied, under any Company Employee Plans, including defined benefit plans, or due to the application of any terms contemplated or agreed upon with any labor organization or similar arrangement, including the employer portion of any related payroll Taxes with respect thereto, (x) all Specified Employee Liabilities, (xi) any outstanding amount or obligations owing in connection with the Las Vegas Sands Settlement Agreement, (xii) all guaranties of the Company and each Company Subsidiary in respect of any of the obligations and other matters of the kind described in any of the clauses (i) through (xi) appertaining to third parties, (xiii) all long-term deferred revenue of the Company and the Company Subsidiaries, and all short-term deferred revenue of the Company and the Company Subsidiaries related to the "Digital First" segment of the Business, (xiv) the Pre-Closing Income Tax Amount, (xv) $960,933 in respect of the Tax Matter, and (xvi) Taxes and any gross-up amounts (including Taxes thereon) with respect to forgiveness of the loan referenced in Section 2.13(a)(ii) of the Seller Disclosure Letter. Notwithstanding anything to the contrary, with respect to the Monroe Debt, Company Debt shall include the principal amount thereof, all accrued interest or PIK interest, any prepayment penalties, exit fees or termination fees (whether payable in connection with the Closing or that would become payable under a repayment or prepayment) that are not waived by Monroe Capital, LLC, and any other amounts owed as of the Closing, but only to the extent that the aggregate amount thereof exceeds $100,000,000; provided that such exit fees shall be deemed to be $0 after giving effect to the Letter Agreement.

"***Company Employee***" means any current or former employee of the Company or any Company Subsidiary.

"***Company Net Working Capital***" means (i) the Company's consolidated total current assets as of the Closing (consisting only of the asset account line items specified as "Current Assets" on the sample calculation set forth on Exhibit B) less (ii) the Company's consolidated total current liabilities as of the Closing (consisting only of the liability account line items specified as "Current Liabilities" on the sample calculation set forth on Exhibit B), in each case calculated in accordance with the sample calculation set forth on Exhibit B attached hereto and the Accounting Principles. For purposes of calculating Company Net Working Capital, (A) the Company's current assets will exclude Company Cash and restricted cash and tax assets, (B) the Company's total current liabilities will include (without duplication) accounts payable, accrued liabilities, deferred rent and other deferred expenses, but shall exclude all Company Debt, Transaction Expenses and short-term deferred revenue, (C) no deferred Tax liability or reserve for any Tax (including any reserve established for any uncertain Tax position) shall be treated as a current liability, (D) no income Tax liability shall be treated as a current liability and (E) no Transfer Taxes described in Section1.8 shall be included in such calculation.

"***Company Option Plan***" means the Company's 2024 Equity Incentive Plan.

"***Company Optionholders***" means (i) with respect to any time before the Closing, collectively, the holders of record of Company Options outstanding as of such time and (ii) with respect to any time at or after the Closing, collectively, the holders of record of Company Options outstanding as of immediately prior to the Closing.

"***Company Options***" means options to purchase Company Capital Stock.

"***Company Preferred Stock***" means the Company Series A-1 Stock, the Company Series A-2 Stock, the Company Series A-3 Stock and the Company Series A-4 Stock.

"***Company Securityholders***" means, collectively, the Sellers and the Company Optionholders.

"***Company Series A-1 Stock***" means the Series A-1 Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series A-2 Stock***" means the Series A-2 Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series A-3 Stock***" means the Series A-3 Preferred Stock, par value $0.001 per share, of the Company.

"***Company Series A-4 Stock***" means the Series A-4 Preferred Stock, par value $0.001 per share, of the Company.

"***Company Stockholders***" means the holders of shares of outstanding Company Capital Stock.

"***Company Subsidiary***" or "***Company Subsidiaries***" means each subsidiary of the Company.

"***Continuing Employees***" means the employees of the Company or any Company Subsidiary who remain employees of Purchaser or one of its subsidiaries as of immediately after the Closing.

"***Contract***" means any written or oral legally binding contract, agreement, instrument, commitment or undertaking (including legally binding leases, subleases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts, letters of intent and purchase orders), including all legally binding amendments, supplements, exhibits and schedules thereto.

"***Contractor***" means any person or entity who/which provides services, whether directly or indirectly through others, to the Company as an independent contractor and not an employee, including as consultant, advisor, board member or freelancer.

"***COVID-19***" means the novel coronavirus 2019 referred to as COVID-19.

"***Earnout Consideration***" means the aggregate amount of the Earnout Payments.

"***Encumbrance***" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, right of way, deed of trust, lien (statutory or other), pledge, charge, security interest, title retention device, conditional sale or other security arrangement, collateral assignment, claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal, restriction or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from such asset, (iii) the use of such asset and (iv) the possession, exercise or transfer of any other attribute of ownership of such asset).

"***Enforceability Exception***" means any (i) applicable bankruptcy and other similar Applicable Law affecting the rights of creditors generally and (ii) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

"***Environmental, Health and Safety Requirements***" means all Applicable Law concerning or relating to worker/occupational health and safety, or pollution or protection of the environment, including those relating to the presence, use, manufacturing, refining, production, generation, handling, transportation, treatment, recycling, transfer, storage, disposal, distribution, importing, labeling, testing, processing, discharge, release, threatened release, control or other action or failure to act involving cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now in effect.

"***Equity Interests***" means, with respect to any Person, any capital stock or share capital of, or other ownership, membership, partnership, joint venture or equity interest in, such Person or any indebtedness, securities, options, warrants, call, subscription or other rights or entitlements of, or granted by, such Person that are convertible into, or are exercisable or exchangeable for, or giving any Person any right or entitlement to acquire any such capital stock or other ownership, partnership, joint venture or equity interest, in all cases, whether vested or unvested.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Export Controls***" means the laws, regulations, directives, and rulings issued by the U.S. Department of Commerce pursuant to the Export Control Reform Act of 2018 and the Export Administration Regulations, by other U.S. government agencies, and by the governmental authorities of other applicable jurisdictions, governing the exportation, re-exportation, transfer, and deemed export of goods, software, and technology.

"***Fraud***" means actual, knowing and intentional fraud under the laws of the State of Delaware with respect to the making of the representations set forth in Article II, Article III or Article IV that involves an actual knowing and intentional misrepresentation (by a Seller, with respect to the Sellers' representations in Article II or such Seller's representations in Article III, and by the Purchaser, with respect to Article IV) made with knowledge of its falsity for the purpose of inducing another person to act, and upon which such person relies; provided that "Fraud" does not include constructive fraud or other claims based on constructive, imputed or implied knowledge, negligent misrepresentation, recklessness or similar theories.

"***GAAP***" means United States generally accepted accounting principles set forth in the opinions and pronouncements of FASB that are applicable to the circumstances as of the date of the relevant determination under this Agreement.

"***Government Official***" means (i) any official, employee, agent or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, (ii) any political party, political party official or candidate for political office, (iii) any official, employee, agent or representative of, or any Person acting in an official capacity for or on behalf of, a company, business, enterprise or other entity owned, in whole or in part, or controlled by any Governmental Entity or (iv) any official, employee, agent or representative of, or any Person acting in an official capacity for or on behalf of, a public international organization.

"***Governmental Entity***" means any supranational, national, state, municipal, local, tribal or foreign government, any court, tribunal, arbitrator, administrative agency, commission, regulatory authority or other governmental authority or instrumentality, in each case whether domestic or foreign, any stock exchange, or similar self-regulatory organization or any quasi-governmental or private body exercising any executive, legislative, judicial, regulatory, Taxing or other functions of, or pertaining to, government authority (including any governmental or political division, department, agency, commission, instrumentality, official, organization, unit, body or entity, the OCS and any court or other tribunal).

"***Group***" has the meaning ascribed to such term under Section 13(d) of the Exchange Act, the rules and regulations thereunder and related case law.

"***Escrow Amount***" means an amount equal to the sum of (i) the Adjustment Escrow Amount plus (ii) the Indemnity Escrow Amount plus (iii) the Tax Escrow Amount plus (iv) the Special Escrow Amount.

"***Indemnity Escrow Amount***" means 373,831 shares of Purchaser Common Stock.

"***Indemnity Escrow Period***" means the period of time beginning on the Closing Date and ending on the date that is 18 months following the Closing Date.

"***IRS***" means the United States Internal Revenue Service.

"***IRVA***" has the meaning set forth in Section 1.1(a).

"***Knowledge***" means, with respect to any fact, circumstance, event or other matter in question, the knowledge of such fact, circumstance, event or other matter, after reasonable inquiry, of (i) an individual, if used in reference to an individual or (ii) with respect to the Sellers, the individuals set forth on Section A of the Seller Disclosure Letter.

"***Las Vegas Sands Settlement Agreement***" means the Settlement Agreement and Release by and between Las Vegas Sands Corp. and the Company, dated as of June 12, 2024.

"***Legal Proceeding***" means any private or governmental action, inquiry, claim, counterclaim, proceeding, suit, hearing, litigation, audit or investigation by or before any Governmental Entity, in each case whether civil, criminal, administrative, judicial or investigative, or any appeal therefrom.

"***Liabilities***" (and, with correlative meaning, "***Liability***") means all debts, liabilities, commitments and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, liquidated or unliquidated, asserted or unasserted, known or unknown, whenever or however arising, including those arising under Applicable Law or any Legal Proceeding or Order of a Governmental Entity and those arising under any Contract, regardless of whether such debt, liability, commitment or obligation would be required to be reflected on a balance sheet prepared in accordance with GAAP or disclosed in the notes thereto.

"***Lookback Date***" means August 6, 2019.

"***Material Adverse Effect***" means, with respect to the Company, any change, event, violation, inaccuracy, circumstance or effect (each, an "***Effect***") that, individually or taken together with all other Effects, or would reasonably be likely to have, a material adverse effect on the near-term or longer- term condition (financial or otherwise), assets (including intangible assets), liabilities, business, operations or results of operations of such Person and its subsidiaries (taken as a whole), except to the extent that any such Effect results from (a) changes in general economic or political conditions, (b) changes affecting the industry generally in which such Person operates, (c) changes in the financial, credit, securities, commodities or derivatives markets in the United States or in any other country or region in the world in which the Company or any Company Subsidiary operates, (d) changes in Applicable Law, (e) the announcement or the execution of, or the consummation of the Transactions, (f) natural disasters and/or acts of terrorism, (g) acts of hostility, sabotage, cyberattack, terrorism, war (whether or not declared), civil disobedience, including any escalation or worsening thereof (whether perpetrated or encouraged by a state or non-state actor or actors); (h) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides or other natural disasters, weather related conditions, explosions or fires, or any epidemic, pandemic (including COVID-19), outbreak of illness or other public health event, including any Applicable Laws, directives, guidelines or recommendations promulgated by any industry group or any Governmental Entity in response thereto, or any other force majeure event, or any national or international calamity or crisis; (i) changes or modifications in GAAP; or (j) the failure by the Company to meet any internal or other estimates, expectations, forecasts, plans, projections or budgets for any period (but not, in each case, the underlying cause of such failure, unless otherwise excluded under this definition); provided, in each case of clauses (a) – (d) and (f) – (h), that such changes do not affect such Person disproportionately as compared to such Person's competitors, in which case only the incremental material disproportionate impact or impacts may be taken into account, and then only then to the extent otherwise permitted by this definition.

"***Misconduct Claim***" includes, without limitation any actions, allegations, claims, disputes, or suits relating to: (i) harassment, whether or not meeting the legal definition of actionable harassment, discrimination, or retaliation; (ii) endangerment with respect to the business or workplace of the Company or any Company service providers, (iii) if made to a subordinate service provider of the Company or any Company Subsidiary: (A) sexual advances, (B) lewd or sexually explicit comments, or (C) the sending of sexually explicit images or messages (excluding sexually explicit images or messages that are part of programing of legitimate works for the Company); (iv) if made to a Person who has not invited such conduct and, at the time, would reasonably regard the maker of the advances or comments as having the power to influence or impair the recipient's career advancement or the success of the recipient's business projects: (A) sexual advances or (B) sexually explicit comments; or (v) retaliatory act for refusing or opposing any of the above.

"***Monroe Debt***" means the Company's indebtedness with Monroe Capital Management Advisors, LLC or its Affiliates.

"***Net Working Capital Collar***" means $250,000.

"***Order***" means any judgment, writ, decree, stipulation, determination, decision, award, rule, preliminary or permanent injunction, temporary restraining order or other order of any Governmental Entity.

"***Permitted Encumbrances***" means: (i) statutory liens for current Taxes that are not yet due and payable or liens for Taxes being contested in good faith by appropriate proceedings for which adequate reserves have been established, (ii) statutory liens to secure obligations to landlords, lessors or renters under leases or rental agreements, (iii) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by Applicable Law, (iv) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens, (v) liens in favor of customs and revenue authorities arising as a matter of Applicable Law to secure payments of customs duties in connection with the importation of goods, (vi) non-exclusive licenses to or grant of rights to use Intellectual Property Rights or Company Products by the Company or any Company Subsidiary in the ordinary course of business and consistent with past practice, and (vii) Surviving Encumbrances.

"***Person***" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, trust, estate, proprietorship, joint venture, business organization or Governmental Entity.

"***Post-Closing Tax Period***" means any taxable period (or portion thereof) beginning after the Closing Date.

"***PPP***" means the Paycheck Protection Program administered by the SBA.

"***Pre-Closing Income Tax Amount***" means the aggregate amount of all unpaid current income Tax liabilities imposed on, or required to be paid by, the Company or any Company Subsidiary to the extent arising in a taxable period (or portion thereof) ending on or prior to the Closing Date (a "***Pre- Closing Tax Period***") (determined, in the case of a Straddle Period, in the manner set forth in Section 6.6(e)); provided that such amount shall (i) not be an amount less than zero (0) in any jurisdiction, (ii) take into account any estimated tax payments, overpayments from a prior Tax period applied as a credit against Taxes payable for the period at issue (excluding for clarity, any Tax refund claims) or other prepayment of income Tax, in each case, solely to the extent that such estimated tax payment, overpayment or other prepayment of income Tax is available under Applicable Law to reduce, but not below zero (0), a particular income Tax liability in the same jurisdiction as such payment, (iii) take into account any income Tax deductions (or credits) arising as a result of the payment of any Company Debt on the Closing Date or in connection with the payment of any amounts included in the calculation of Transaction Expenses, in each case, to the extent deductible under Applicable Law by the Company or any Company Subsidiary in a Pre- Closing Tax Period at a "more-likely-than-not" or greater level of comfort and solely to the extent such deductions are available under Applicable Law to reduce, but not below zero (0), a particular income Tax liability in the same jurisdiction as such deductions under Applicable Law, (iv) take into account any net operating losses, loss carryforwards, or credit carryforwards arising in a Pre-Closing Tax Period, but only to the extent such tax attributes are available under Applicable Law to reduce, but not below zero (0), a particular income Tax liability in the same jurisdiction to which such tax attributes are relevant, (v) not take into account any deferred Tax liabilities established for accounting purposes or any liabilities for accruals or reserves established for accounting purposes with respect to contingent income Taxes or with respect to uncertain income Tax positions, (vi) not take into account any Taxes attributable to a transaction occurring outside of the ordinary course of business on the Closing Date, but after the Closing (other than a transaction that is expressly contemplated under this Agreement), and (vii) be determined in accordance with the past practice of the Company and the Company Subsidiaries, except as otherwise required by this Agreement or under Applicable Law at a "more-likely-than-not" or greater level of comfort.

"***Pre-Closing Taxes***" means, without duplication, any (i) Taxes of the Company or any Company Subsidiary for any Pre-Closing Tax Period (determined, in the case of a Straddle Period, in the manner set forth in Section 6.6(e)) (including, for the avoidance of doubt, amounts erroneously collected by the Company or a Company Subsidiary from customer(s) in the Relevant States for the Pre-Closing Tax Period that are required to be refunded to such customer(s)), (ii) any Tax liability of the Company Securityholders, the Company or any Company Subsidiary in connection with any payment made or deemed made by the Company in connection with the Transactions contemplated by this Agreement and any Tax liability imposed on the Purchaser, the Company or any Company Subsidiary resulting from withholding, capital gains or other similar Taxes imposed as a result of the Stock Purchase or other Transactions contemplated by this Agreement, in each case, to the extent not otherwise reduced by the amount required to be withheld under Applicable Law, (iii) Taxes for which the Company or any Company Subsidiary (or any predecessor of the foregoing) is held liable under Treasury Regulations Section 1.1502- 6 (or any similar provision of state, local or foreign law) by reason of such entity being included in any consolidated, affiliated, combined or unitary group at any time on or before the Closing Date (excluding, for the avoidance of doubt, any such group that includes the Purchaser); (iv) Taxes of any other Person (other than the Purchaser or any of its Affiliates (including the Company and the Company Subsidiaries)) for which the Company or any Company Subsidiary is liable if the agreement, event or occurrence giving rise to such Liability (other than a customary commercial Contract the principal subject matter of which is not Taxes) occurred on or before the Closing Date, and (v) any Taxes imposed on Purchaser or its Affiliates as a result of the disallowance or recovery of a Tax refund previously paid to the Sellers under Section 6.6(f).

"***Pro Rata Share***" means, with respect to each Seller, a fraction to be determined at the Closing (and assuming release of 100% of the Escrow Amount to the Sellers), (i) the numerator of which is the sum of (A) the aggregate amount of cash plus (B) the product of (x) the Purchaser Stock Price multiplied by (y) the aggregate number of shares of Purchaser Common Stock that such Seller is entitled to be paid and issued, respectively, pursuant to Section 1.1 and (ii) the denominator of which is the sum of (A) Upfront Cash Consideration plus (B) the product of (x) the Purchaser Stock Price multiplied by (y) the aggregate number of shares of Purchaser Common Stock that all Sellers are entitled to be paid and issued, respectively, pursuant to Section 1.1. The parties hereby agree that the Pro Rata Share of BuildGroup LLC is 100%.

"***Purchaser Common Stock***" means the Class A Common Stock, par value $0.0001 per share, of Purchaser.

"***Purchaser Stock Price***" means $5.35.

"***Relevant States***" means the states set forth on Item 2 of Schedule A.

"***Representatives***" means, with respect to a Person, such Person's officers, directors, Affiliates, stockholders or employees, or any investment banker, attorney, accountant, auditor or other advisor or representative retained by any of them.

"***Sanctioned Country***" means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (presently including Cuba, Iran, North Korea, Lebanon, Syria and the Crimea, Luhansk, Donetsk, Zaporizhzhia, and Kherson regions of Ukraine, Belarus, and Russia).

"***Sanctioned Person***" means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws, including: (a) any Person listed on any U.S. or other applicable sanctions- or export-related restricted or prohibited party list, including but not limited to OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, the Entity, Denied Persons, Military End User and Unverified Lists maintained by the U.S. Department of Commerce, the UN Security Council Consolidated List, and the EU Consolidated List, and the UK Office of Financial Sanctions Implementation's ("***OFSI's***") Consolidated Financial Sanctions List; (b) any Person that is, in the aggregate, 50% or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clause (a); or (c) any national of a Sanctioned Country.

"***Sanctions Laws***" means all U.S. and non-U.S. Applicable Laws relating to economic or trade sanctions, including the Applicable Laws administered or enforced by the United States (including by the U.S. Department of the Treasury, Office of Foreign Assets Control ("***OFAC***") or the U.S. Department of State), the United Nations Security Council, and the European Union, and the United Kingdom (UK).

"***SBA***" means the Small Business Administration.

"***SEC***" means the Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Seller Closing Financial Certificate***" means a certificate, in form and substance reasonably satisfactory to Purchaser, executed by the Chief Financial Officer of the Company dated as of the Closing Date, certifying, as of the Closing, the amount of (i) Company Net Working Capital (including (a) the Company's Balance Sheet as of the Closing prepared in accordance with GAAP and (b) an itemized list of each element of the Company's current assets current liabilities included in the Company Net Working Capital), (ii) Company Cash (including an itemized list of each component of Company Cash with a description of the nature of such Company Cash), (iii) Company Debt, including an itemized list of each item of Company Debt with a description of the nature of such Company Debt and the Person to whom such Company Debt is owed and (iv) any Transaction Expenses that are incurred but unpaid as of the Closing, including an itemized list of each such Transaction Expenses and the Person to whom such Transaction Expenses are owed.

"***Special Escrow Amount***" means 560,747 shares of Purchaser Common Stock.

"***Specified Employee Liabilities***" means, without double counting within this paragraph or as to amounts already treated as Transaction Expenses, (i) any liabilities under any retirement or defined benefit plans, contingent or otherwise, (ii) (A) the maximum amount arising from any performance-based compensation arrangement (including under any commission plans or policies) which is unpaid and in effect as of Closing and for which amounts may become due or owing following the Closing in respect of performance or achievements occurring on or prior to Closing, including any and all reasonably estimated unpaid target bonus amounts in respect of service provided to the Company or their respective Affiliates prior to the Closing and (B) any costs to terminate such performance-based compensation arrangements as of the Closing, (iii) the maximum amount of any all bonuses, commissions, or severance obligations owed or owable by the Company or any Company Subsidiary to the Company's or any Company Subsidiary's respective directors, employees and/or consultants that are unpaid as of the Closing, including any payments of severance amounts owed pursuant to existing Contracts or broad-based severance plans in connection with all service through the Closing Date, and any payments subject to contingencies and (iv) all employer payroll tax obligations arising from any of the foregoing.

"***Specified Indemnity Matters***" means the matters described in Items 2 and 3 of Schedule 9.2.

"***Specified Tax Matter***" means the matters described in Item 1 of Schedule 9.2.

"***Straddle Period***" means any taxable period beginning on or prior to and ending after the Closing Date.

"***Subsidiary***" or "***subsidiary***" means, with respect to any Person, any corporation, partnership, limited liability company or other Person of which such Person, either alone or together with one or more subsidiaries or by one or more other subsidiaries (i) directly or indirectly owns or purports to own, beneficially or of record securities or other interests representing more than 50% of the outstanding equity, voting power, or financial interests of such other Person or (ii) is entitled, by Contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such other Person's board of directors or other governing body.

"***Surviving Encumbrances***" means (i) restrictions on the transfer of securities arising out of or under any applicable federal, state or local securities Laws and (ii) any Encumbrance arising from or related to the Credit Agreement dated December 21, 2022 (as amended by the First Amendment to Credit Agreement dated November 30, 2023, and the Second Amendment to Credit Agreement dated the Agreement Date) between the Company, Amelia Holdings II, LLC, Monroe Capital Management Advisors, LLC, and the other parties thereto.

"***Tax***" (and, with correlative meaning, "***Taxes***" and "***Taxable***") means (i) any net income, capital gains, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, capital stock, profits, license, registration, withholding, payroll, escheat, social security (or equivalent), health tax, national insurance, employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), environmental or windfall profit tax, custom duty 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 (whether disputed or not) imposed by any Governmental Entity having or purporting to have responsibility for the imposition of any such tax (domestic or foreign) (each, a "***Tax Authority***") (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any Taxable period (provided that, in the case of the Company or any Company Subsidiary, any Liability for the payment of any amounts of the type described in this clause (ii) shall only take into account any such affiliated, consolidated, combined, unitary or aggregate group of which the Company or any Company Subsidiary was a member on or before the Closing Date and shall exclude any such group that includes the Purchaser) and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person (other than, in the case of the Company or any Company Subsidiary, the Purchaser or any of its Affiliates) or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person (other than, in the case of the Company or any Company Subsidiary, the Purchaser or any of its Affiliates).

"***Tax Escrow Amount***" means 841,121 shares of Purchaser Common Stock.

"***Tax Matter***" means the matter set forth on Item 1 of Schedule A.

"***Tax Return***" means any return, statement, report or form (including estimated Tax returns and reports, withholding Tax returns and reports, any schedule or attachment, and information returns and reports), including any amendment thereof, filed or required to be filed with respect to Taxes.

"***Training Dataset***" means training data, validation data, test data, scraped or harvested datasets, or databases, in each case, used to train, finetune, enhance, or improve AI Technology that the Company or any Subsidiary uses in the development, training, operation or improvement of any Company Product.

"***Transaction Documents***" means, collectively, this Agreement, the Escrow Agreement and each other agreement or document referred to in this Agreement or to be executed in connection with any of the Transactions.

"***Transaction Expenses***" means, without duplication and only to the extent unpaid as of the Closing, (i) all unpaid fees and expenses incurred at or prior to the Closing by the Company and the Company Subsidiaries, and the Sellers in connection with the Stock Purchase, this Agreement and the Transactions (including fees and expenses of Monroe Capital in connection with the Monroe Debt and fees and expenses relating to Item 2 of Specified Matters) that, in each case, are payable by the Company or any Company Subsidiary, whether or not billed or accrued at or after the Closing (including any costs and fees incurred in connection with obtaining any required third-party consents and fees and expenses of legal counsel, accountants, the Seller Agent and the maximum amount of fees and expenses payable to financial advisors, investment bankers, brokers, consultants, accountants, and other advisors of the Company or any Company Subsidiary notwithstanding any contingencies for earnouts, escrows, or other matters, and any such fees and expenses incurred by employees of the Company or any Company Subsidiary and/or Company Securityholders that are paid or to be paid by the Company), (ii) the cost of the Tail Insurance Coverage, (iii) any Change in Control Payments and the employer portion of any employment-related Taxes arising in connection with (x) any such Change in Control Payments or (y) other payments that, in either case, are or may become payable in connection with the consummation of the Stock Purchase or upon termination of employment in connection with the Stock Purchase (along or in combination with any other event, except if such termination was requested by the Purchaser) and in each of clauses (i) through (iii), including any applicable value added tax, (iv) an amount of preparation costs related to the Tax Returns for Pre-Closing Taxes as set forth in the Spreadsheet, (v) any costs related to obtaining the R&W Policy, including the total premium, underwriting costs, brokerage commissions, and other fees and expenses related to the R&W Policy up to a cap of $1,200,000, and (vi) the payment referenced in the Settlement Agreement as being payable at or promptly after the Closing.

"***Treasury Regulations***" means the United States Treasury regulations promulgated under the Code.

"***Unvested Company Shares***" means shares of Company Capital Stock that are not vested under the terms of any Contract with the Company or are subject to forfeiture or a right of repurchase by the Company (including pursuant to any stock option agreement, stock option exercise agreement, restricted stock purchase agreement or otherwise).

"***Upfront Cash Consideration***" means an amount equal to the greater of (x) $0 and (y)(i) $10,000,000 plus (ii) the Adjustment Amount.

"***Upfront Consideration***" means the Upfront Cash Consideration and the Upfront Stock Consideration.

"***Upfront Stock Consideration***" means a number of shares of Purchaser Common Stock equal to the quotient obtained by dividing (i) the Upfront Stock Consideration Value by (ii) the Purchaser Stock Price.

"***Upfront Stock Consideration Value***" means an amount equal to (i) $70,000,000 minus (ii) the amount, if any, by which the Adjustment Amount is less than negative $10,000,000.

"***Warrant Termination Agreements***" means the warrant termination agreement, dated as of the Agreement Date, by and between the Company and BuildGroup LLC, and the warrant termination agreement, dated as of the Agreement Date, by and between the Company and Affiliates of Monroe Capital, LLC that hold warrants for Company Capital Stock.

Exhibit 10.1

Execution Version

CREDIT AGREEMENT

by and among

AMELIA HOLDING II, LLC,
as the Borrower,

AMELIA HOLDINGS INC.,

as Holdings,

Certain Subsidiaries of Borrower from Time to Time Party Hereto,
as Guarantors,

and

The Lenders
from Time to Time Party Hereto,

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as the Administrative Agent, Collateral Agent, Sole Lead Arranger and Sole Bookrunner

Dated as of December 21, 2022

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SCHEDULES

EXHIBITS

CREDIT AGREEMENT

THIS CREDIT AGREEMENT, dated as of December 21, 2022, is by and among **AMELIA HOLDING II, LLC**, a Delaware limited liability company (the "***Borrower***"), **AMELIA HOLDINGS INC.**, a Delaware corporation ("***Holdings***"), the Subsidiaries of Holdings signatory hereto as guarantors or hereafter designated as Guarantors pursuant to Section 8.10, the lenders from time to time party hereto (each a "***Lender***" and, collectively, the "***Lenders***") and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC** ("***Monroe***"), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "***Administrative Agent***") and Monroe, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "***Collateral Agent***", and together with the Administrative Agent, collectively, the "***Agents***" and each an "***Agent***").

RECITALS

WHEREAS, the Borrower has requested that the Lenders extend credit to the Borrower in the form of (a) a term loan in the aggregate principal amount of $75,000,000 on the Closing Date (the "***Term Loan Facility***"), (b) a $25,000,000 committed delayed draw term loan facility (the "***Delayed Draw Term Loan Facility***") and (c) a $0 committed revolving loan facility (the "***Revolving Loan Facility***"); and

WHEREAS, (a) the proceeds of the Term Loan Facility will be used to refinance certain existing debt of the Credit Parties, fund certain fees and expenses associated with the Transactions and for other general business purposes of the Borrower and its Subsidiaries, (b) the proceeds of the Delayed Draw Term Loan Facility will be used for working capital purposes, and for other general business purposes of the Borrower and its Subsidiaries, (c) the proceeds of the Revolving Loan Facility will be used for working capital purposes, and for other general business purposes of the Borrower and its Subsidiaries and (d) the proceeds of any Incremental Term Loan Facility will be used solely for Permitted Acquisitions.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

ARTICLE I
Definitions

SECTION 1.01 Defined Terms. As used herein, the following terms shall have the meanings specified in this Section 1.01 unless the context otherwise requires:

"***ABR***" shall mean, for any day, a fluctuating rate of interest per annum (rounded upward, if necessary, to the next highest 1/100 of 1%) equal to the highest of: (a) the Prime Rate in effect on such day; (b) the Federal Funds Rate in effect on such day plus ½ of 1%; and (c) the Adjusted Term SOFR on such date for an Interest Period of one month plus 1.00%. Changes in the rate of interest on that portion of any Loans maintained as ABR Loans will take effect simultaneously with each change in the ABR.

"***ABR Loan***" shall mean each Loan bearing interest at ABR, as provided in Section 2.08(a).

"***ABR Term SOFR Determination Day***" has the meaning specified in the definition of "Term SOFR".

"***Account Debtor***" shall mean any "account debtor" as defined in the UCC.

"***Accounts Receivable***" shall mean all rights of any Credit Party to payment for goods sold, leased or otherwise disposed of in the Ordinary Course of Business and all rights of any Credit Party to payment for services rendered in the Ordinary Course of Business and all sums of money or other proceeds due thereon pursuant to transactions with account debtors, except for that portion of the sum of money or other proceeds due thereon that relate to sales, use or property taxes in conjunction with such transactions, recorded on books of account in accordance with GAAP.

"***Acquisition***" shall mean any acquisition, or any series of related acquisitions, consummated on or after the Closing Date, by which the Borrower (a) acquires any business or all or substantially all of the assets of any Person, or business unit, line of business or division thereof, whether through purchase of assets, exchange, issuance of stock or other equity or debt securities, merger, reorganization, amalgamation, division or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of members of the board of directors or the equivalent governing body (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

"***Adjusted Term SOFR***" shall mean, for purposes of any calculation, the rate per annum equal to the sum of (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"***Administrative Agent***" shall have the meaning set forth in the preamble to this Agreement.

"***Administrative Questionnaire***" shall mean a questionnaire completed by each Lender, in a form approved by the Administrative Agent, in which such Lender, among other things, (a) designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Credit Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with such Lender's compliance procedures and Applicable Laws, including federal and state securities laws and (b) designates an address, facsimile number, electronic mail address and/or telephone number for notices and communications with such Lender.

"***Affected Financial Institution***" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution**.**

"***Affiliate***" shall mean, with respect to any Person, (a) any other Person (other than a Lender or affiliate thereof) that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified and (b) solely with respect to determining an Affiliate of the Agents or Lenders, any other Person who owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, 10% or more of the Capital Stock having ordinary voting power in the election of directors of such Person. The term "***Control***" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "***Controlling***" and "***Controlled***" have meanings correlative thereto. Unless expressly stated otherwise herein, none of the Administrative Agent, Collateral Agent or any Lender shall be deemed an Affiliate of Topco, the Borrower or of any Subsidiary as a result of the exercise of their rights and remedies under the Credit Documents.

"***Agents***" shall have the meaning set forth in the preamble to this Agreement.

"***Agreement***" shall mean this Credit Agreement, as the same may be amended, amended and restated, supplemented, refinanced or otherwise modified from time to time.

"Amelia Group" shall mean Holdings and its Subsidiaries.

"Annualized Recurring Revenue" shall mean the product of (a) Recurring Revenue for the fiscal quarter most recently ended multiplied by (b) four (4).

"***Applicable Laws***" shall mean, as to any Person, any law (including common law), statute, regulation, ordinance, rule, order, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"***Applicable Margin***" shall mean a percentage per annum equal to (a) with respect to SOFR Loans, 9.0% and (b) with respect to ABR Loans, 8.0%.

"***Approved Fund***" shall mean any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"***Assignment and Acceptance***" shall mean an assignment and acceptance substantially in the form of Exhibit A-1.

"***Attributable Indebtedness***" shall mean, on any date, in respect of any Capitalized Lease of any Person the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"***Authorized Officer***" shall mean, with respect to any Credit Party, the Chairman of the Board, the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer or any other senior officer (to the extent that such senior officer is designated as such in writing to the Agents by such Credit Party) of such Credit Party.

"***Available Tenor***" shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.15.

"***Bail-In Action***" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"***Bail-In Legislation***" shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"***Benchmark***" shall mean, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.15.

"***Benchmark Replacement***" shall mean, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided, that if the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be a rate per annum equal to the Floor for the purposes of this Agreement and the other Credit Documents.

"***Benchmark Replacement Adjustment***" shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"***Benchmark Replacement Date***" shall mean the earlier to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"***Benchmark Transition Event***" shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"***Benchmark Transition Start Date***" shall mean, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"***Benchmark Unavailability Period***" shall mean, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.15 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.15.

"***Beneficial Ownership Certification***" shall mean a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"***Beneficial Ownership Regulation***" shall mean 31 C.F.R. § 1010.230.

"***Benefited Lender***" shall have the meaning set forth in Section 12.09.

"***Board***" shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" shall have the meaning set forth in Section 8.01(l).

"***Bookings***" means, for any period, the aggregate annualized contract value of new and renewal customer contracts booked during such period.

"***Borrower***" shall have the meaning set forth in the preamble to this Agreement.

"***Borrowing***" shall mean and include the incurrence of one Type of Loan on a given date (or resulting from conversions on a given date after the Closing Date) having, in the case of SOFR Loans, the same Interest Period (provided that, ABR Loans incurred pursuant to Section 2.10(e) shall be considered part of any related Borrowing of SOFR Loans).

"***Business Day***" shall mean any day excluding Saturday, Sunday and any day that shall be in the State of New York a legal holiday or a day on which banking institutions are authorized by law or other governmental actions to close.

"***Capital Expenditures***" shall mean all expenditures that, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of Topco and its Subsidiaries, including expenditures in respect of Capitalized Leases, but excluding any such expenditures made in connection with the replacement, substitution, or restoration of assets to the extent financed (i) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, (ii) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (iii) with assets traded or exchanged for that replacement, substitution, or restoration of assets, or (iv) with Net Disposition Proceeds reinvested in accordance with Section 4.02(a)(iv).

"***Capital Stock***" shall mean any and all shares, interests, participations, units or other equivalents (however designated) of capital stock of a corporation, membership interests in a limited liability company, partnership interests of a limited partnership, any and all equivalent ownership interests in a Person and any and all warrants, rights or options to purchase any of the foregoing.

"***Capitalized Lease Obligations***" subject to Section 1.03, shall mean, as applied to any Person, all obligations under Capitalized Leases of such Person or any of its Subsidiaries, in each case taken at the amount thereof accounted for as liabilities on the balance sheet (excluding the footnotes thereto) of such Person in accordance with GAAP.

"***Capitalized Leases***" subject to Section 1.03, shall mean, as applied to any Person, all leases of property that have been or should be, in accordance with GAAP, recorded as capitalized leases on the balance sheet of such Person or any of its Subsidiaries, on a consolidated basis; provided, that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability on the balance sheet (excluding the footnotes thereto) of such Person in accordance with GAAP.

"***Cash Equivalents***" shall mean:

(a) any direct obligation of (or unconditional guarantee by) the United States (or any agency or political subdivision thereof, to the extent such obligations are supported by the full faith and credit of the United States) maturing not more than one year after the date of acquisition thereof;

(b) commercial paper maturing not more than one year from the date of issue and issued by (i) a corporation (other than an Affiliate of any Credit Party) organized under the laws of any state of the United States or of the District of Columbia and, at the time of acquisition thereof, rated A-1 (or the then equivalent grade) or higher by S&P or P-1 (or the then equivalent grade) or higher by Moody's, or (ii) any Lender (or its holding company);

(c) any certificate of deposit, time deposit or bankers acceptance, maturing not more than one year after its date of issuance, which is issued by either: (i) a bank organized under the laws of the United States (or any state thereof) or the District of Columbia (or is the principal banking subsidiary of a bank holding company organized under the laws of the United States (or any state thereof) or the District of Columbia) which has, at the time of acquisition thereof, (A) a credit rating of A-2 (or the then equivalent grade) or higher from Moody's or A (or the then equivalent grade) or higher from S&P and (B) a combined capital and surplus greater than $500,000,000, or (ii) a Lender;

(d) any repurchase agreement having a term of thirty (30) days or less entered into with any Lender or any commercial banking institution satisfying, at the time of acquisition thereof, the criteria set forth in clause (c)(i) which (i) is secured by a fully perfected security interest in any obligation of the type described in clause (a), and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such Lender or commercial banking institution thereunder;

(e) investments in money market funds investing primarily in assets described in clauses (a) through (d) of this definition;

(f) demand deposit accounts holding cash; and

(g) other short-term investments in investments of a type analogous to the foregoing utilized by Foreign Subsidiaries.

"***Casualty Event***" shall mean the damage, destruction or condemnation, as the case may be, of property of any Person or any of its Subsidiaries.

"***Change in Law***" shall mean the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority. For purposes hereof, the Dodd-Frank Act and any and all rules, regulations, orders, requests, guidelines and directives adopted, promulgated or implemented in connection therewith are deemed to have been introduced and adopted after the date of the Closing Date.

"***Change of Control***" means the occurrence of any of the following:

(a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof) other than any Permitted Holder of (i) Capital Stock representing more than 35% of (A) the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of the Borrower or (B) the economic interest represented by the issued and outstanding Capital Stock of the Topco, or (ii) the power to elect or appoint a majority of the Board of Directors or equivalent governing body of the Topco;

(b) the Topco ceasing to beneficially own and control, directly, 100% on a fully diluted basis of the economic and voting interest in the Capital Stock of SoundHound Inc.;

(c) SoundHound Inc. ceasing to beneficially own and control, directly, 100% on a fully diluted basis of the economic and voting interest in the Capital Stock of each of Holdings and SoundHound IPCO; or

(d) Holdings ceasing to (i) beneficially own and control, directly, 100% on a fully diluted basis of the economic and voting interest in the Capital Stock of Borrower and (ii) beneficially own and control, indirectly, 100% on a fully diluted basis of the economic and voting interest in the Capital Stock of the Subsidiaries of the Borrower; or

(e) the sale, exclusive license or transfer, in a single transaction or in a related series of transactions, of all or substantially all of the assets of SoundHound IPCO to any Person or of any Credit Party to any Person that is not a Credit Party.

"***Claims***" shall have the meaning set forth in the definition of Environmental Claims.

"***Class***" shall mean, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Closing Date Term Loans, Delayed Draw Term Loans, Revolving Loans, or Incremental Term Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Term Loan Commitment, a Revolving Loan Commitment, a Delayed Draw Term Loan Commitment or an Incremental Term Loan Commitment.

"***Closing Date***" shall mean December 21, 2022.

"***Closing Date Projections***" shall mean the forecasted financial projections of the Credit Parties for the fiscal years ending December 31, 2023 through December 31, 2027 (on a quarter by quarter basis) delivered to the Administrative Agent prior to the Closing Date.

"***Closing Date Term Loan***" shall have the meaning set forth in Section 2.01(a)(i).

"***Code***" shall mean the Internal Revenue Code of 1986, as amended from time to time. Section references to the Code are to the Code, as in effect at the date of this Agreement, and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefor.

"***Collateral***" shall mean any assets of any Credit Party or other collateral upon which Collateral Agent has been granted a Lien pursuant to the Security Documents.

"***Collateral Access Agreement***" shall mean an agreement with respect to a Credit Party's leased location or bailee location, in each case in form and substance reasonably satisfactory to the Administrative Agent.

"***Collateral Account***" shall mean any Deposit Account, Securities Account, or Commodity Account of a Credit Party.

"***Collateral Agent***" shall have the meaning set forth in the preamble to this Agreement.

"***Commitment***" shall mean, with respect to each Lender, such Lender's Term Loan Commitment, Revolving Loan Commitment, Delayed Draw Term Loan Commitment or an Incremental Term Loan Commitment.

"***Commodity Account***" shall mean any "commodity account" as defined in the UCC with such additions to such term as may hereafter be made.

"***Commodity Exchange Act***" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"***Company Sensitive Information***" shall have the meaning set forth in the Section 7.22.

"***Compliance Certificate***" shall mean a certificate duly completed and executed by an Authorized Officer of the Borrower substantially in the form of Exhibit C-1, together with such changes to or departures from such form as the Administrative Agent and the Borrower may from time to time approve for the purpose of monitoring the Credit Parties' compliance with the Financial Performance Covenant, certain other calculations or as otherwise agreed to by the Administrative Agent and the Borrower.

"***Confidential Information***" shall have the meaning set forth in Section 12.17.

"***Conforming Changes***" shall mean, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"***Contingent Liability***" shall mean, for any Person, any agreement, undertaking or arrangement by which such Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the Indebtedness of any other Person (other than by endorsements of instruments in the course of collection), or guarantees the payment of dividends or other distributions upon the Capital Stock of any other Person. The amount of any Person's obligation under any Contingent Liability shall (subject to any limitation set forth therein) be deemed to be (x) the outstanding principal amount of the debt, obligation or other liability guaranteed thereby or (y) if such Contingent Liability is secured by a Lien on any assets of such Person, the lesser of (A) the amount of the Indebtedness secured by such Lien and (B) the value of the assets subject to such Lien.

"***Contractual Obligation***" shall mean, as to any Person, any obligation of such Person under any security issued by such Person or any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound other than the Obligations.

"***Control Agreement***" shall mean a control agreement, in form and substance reasonably satisfactory to Collateral Agent, executed and delivered by the applicable Credit Party, Collateral Agent, and the applicable securities intermediary or bank, which agreement is sufficient to give Collateral Agent "control" over each of such Credit Party's securities accounts, deposit accounts or investment property, as the case may be, maintained by a branch office or bank located within the U.S.

"***Controlled Affiliates***" shall mean, with respect to any Person, Affiliates of such Person who are directly or indirectly, under the control of, or common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by ownership or general partnership and not by contract.

"***Copyrights***" shall mean any and all copyright rights, copyright applications, copyright registrations and like protections of a Person in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"***Credit Documents***" shall mean this Agreement, the Fee Letter, the Guarantee Agreement, the IPSoft Guarantee Agreement, the Security Documents, any Notes issued by the Borrower hereunder, any intercreditor or subordination agreements in favor of any Agent with respect to this Agreement, and any other agreement entered into now, or in the future, by any Credit Party, on the one hand, and any Agent or Lender, on the other hand, in connection with and related to the financing transactions contemplated by this Agreement or which states that it is a "Credit Document"; provided that in no event shall any Specified Hedging Agreement be deemed to be a Credit Document.

"***Credit Extension***" shall mean and include the making (but not the conversion or continuation) of a Loan.

"***Credit Facility***" shall mean any of the Revolving Loan Facility, the Term Loan Facility or the Delayed Draw Term Loan Facility, as applicable, and collectively, the Revolving Loan Facility, the Term Loan Facility and the Delayed Draw Term Loan Facility.

"***Credit Party***" shall mean the Borrower, each of the Guarantors and each other Person that becomes a Credit Party hereafter pursuant to the execution of joinder documents. For the avoidance of doubt no IPSoft Guarantor shall be a Credit Party.

"***Data Protection Laws***" shall mean all Applicable Laws, in multiple jurisdictions worldwide, that relate to (i) the confidentiality, processing, privacy, security, protection, transfer or trans-border data flow of Personal Data, personally-identifiable information or customer information, or (ii) electronic data privacy; whether such laws are in place as of the effective date of this Agreement or come into effect during the term.

"***Default***" shall mean any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default.

"***Defaulting Lender***" shall mean, subject to Section 2.14(b), any Lender that, as determined by the Administrative Agent, (a) has failed to (i) fund any portion of the Term Loans when required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one (1) Business Day of the date when due, (b) has notified the Borrower and the Administrative Agent in writing that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) has not been satisfied), (c) has failed, within one (1) Business Day after written request by the Administrative Agent or the Borrower, to confirm in writing in a manner satisfactory to the Administrative Agent that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a bankruptcy or Insolvency Proceeding, (ii) had a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such capacity, (iii) become the subject of a Bail-in Action; or (iv) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error.

"***Delayed Draw Term Loan Commitment***" shall mean, (a) in the case of each Lender that is a Lender on the date hereof, the amount set forth opposite such Lender's name on Schedule 1.01(a) as such Lender's "Delayed Draw Term Loan Commitment" and (b) in the case of any Lender that becomes a Lender after the date hereof, the amount specified as such Lender's "Delayed Draw Term Loan Commitment" in the Assignment and Acceptance pursuant to which such Lender assumed a portion of the Total Delayed Draw Term Loan Commitment, in each case as the same may be changed from time to time pursuant to the terms hereof. For the avoidance of doubt, Delayed Draw Term Loan Commitments as of the Second Amendment Effective Date are $0.

"***Delayed Draw Term Loan Commitment Fee***" shall mean the fee payable by the Borrower to Lenders pursuant to Section 3.01(b).

"***Delayed Draw Term Loan Commitment Percentage***" shall mean at any time, for each Lender, the percentage obtained by dividing (a) such Lender's Delayed Draw Term Loan Commitment by (b) the Total Delayed Draw Term Loan Commitment, subject to adjustment as provided in Section 2.14; provided, that at any time when the Total Delayed Draw Term Loan Commitment shall have been terminated, each Lender's Delayed Draw Term Loan Commitment Percentage shall be its Delayed Draw Term Loan Commitment Percentage as in effect immediately prior to such termination.

"***Delayed Draw Term Loan Facility***" shall have the meaning set forth in the recitals.

"***Delayed Draw Term Loan Lender***" shall mean any Lender of Delayed Draw Term Loans or which has provided a Delayed Draw Term Loan Commitment.

"***Delayed Draw Term Loan Termination Date***" shall mean (a) June 21, 2024 or (b) the date on which the Delayed Draw Term Loan Commitment is reduced to $0 pursuant to Section 2.01(b) or Section 4.01 or terminates pursuant to Article X.

"***Delayed Draw Term Loans***" shall have the meaning set forth in Section 2.01(c).

"***Deposit Account***" shall mean any "deposit account" as defined in the UCC with such additions to such term as may hereafter be made, and includes any checking account, savings account or certificate of deposit.

"***Designated Exchange***" means any of The New York Stock Exchange, NYSE Amex, The NASDAQ Global Select Market, The NASDAQ Global Market, The NASDAQ Capital Market or any successor to any of the foregoing.

"***Digital First Agreements***" shall mean that (i) certain Master Services Agreement, dated as of November 30, 2023 (the "***MSA***"), by and among Amelia Holdings, Inc., Amelia US, LLC and Amelia EU Holding B.V., on the one hand and Bell Microsystems LTD and Bell Integration, Inc., on the other hand and (ii) that certain Master Framework Agreement, dated as of November 30, 2023 (the "***MFA***"), between Bell Microsystems LTD and Amelia EU Holding B.V. including, in each case each other agreement entered into between the parties in connection with the MSA, the MFA and the Digital First Disposition.

"***Digital First Disposition***" shall mean the (i) assignment of software and subscription managed services to the Initial Customers (as defined in the MSA) pursuant to the MSA, (ii) the sale by Amelia EU Holding B.V. of the Capital Stock in IPsoft Slovakia s.r.o. pursuant to the MFA.

"***Disposition***" shall mean, with respect to any Person, any sale, transfer, lease (as lessor), contribution or other conveyance (including by way of merger) of, or the granting of options, warrants or other rights to, any of such Person's or their respective Subsidiaries' assets (including Accounts Receivable and Capital Stock of Subsidiaries) to any other Person in a single transaction or series of transactions.

"***Disqualified Capital Stock***" shall mean any Capital Stock that, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable) or upon the happening of any event or condition, (a) matures or is mandatorily redeemable (other than solely for Capital Stock other than Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than contingent indemnification obligations for which demand has not been made) and the termination of the Total Commitments, or the refinancing thereof), (b) is redeemable at the option of the holder thereof (other than solely for Capital Stock other than Disqualified Capital Stock) (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than contingent indemnification obligations for which demand has not been made) and the termination of the Total Commitments or the refinancing thereof), in whole or in part, (c) provides for the scheduled payment of dividends in cash or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock, in each case, prior to the date that is one-hundred-eighty-one (181) days after the Maturity Date; provided, that if such Capital Stock is issued pursuant to a plan for the benefit of employees of Topco, the Borrower or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by Topco, the Borrower or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"***Dollars***" and "***$***" shall mean dollars in lawful currency of the United States of America.

"***Domestic Subsidiary***" shall mean each Subsidiary of Topco or the Borrower that is organized under the Applicable Laws of the United States, any state, territory, protectorate or commonwealth thereof, or the District of Columbia.

"***ECF Percentage***" shall mean, with respect to the Excess Cash Flow for any fiscal year, the following percentages, as applicable: (a) if the Total Net Leverage Ratio as of the last day of the last fiscal quarter of that fiscal year is greater than 4.00:1.00, 50%; and (b) if the Total Net Leverage Ratio as of the last day of the last fiscal quarter of that fiscal year is equal to or less than 4.00:1.00, 25%.

"***EEA Financial Institution***" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"***EEA Member Country***" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"***EEA Resolution Authority***" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"***Environmental Claims***" shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations or proceedings relating in any way to any Environmental Law ("***Claims***"), including, but not limited to, (i) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the release or threatened release of Hazardous Materials or arising from alleged injury or threat of injury from the release or threatened release of Hazardous Materials.

"***Environmental Law***" shall mean any applicable federal, state, foreign or local statute, law, rule, regulation, ordinance, code, permit and rule of common law now or hereafter in effect and in each case as amended, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, relating to the protection of the environment or ecological health or safety (to the extent relating to exposure to Hazardous Materials).

"***Equipment***" shall mean all "equipment" as defined in the UCC with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"***ERISA***" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder. Section references to ERISA are to ERISA as in effect at the date of this Agreement and any subsequent provisions of ERISA amendatory thereof, supplemental thereto or substituted therefor.

"***ERISA Affiliate***" shall mean each person (as defined in Section 3(9) of ERISA) that, together with any Credit Party or a Subsidiary thereof is treated as a "single employer" within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code, within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

"***Erroneous Payment***" has the meaning assigned to it in Section 12.25(a).

"***Erroneous Payment Deficiency Assignment***" has the meaning assigned to it in Section 12.25(d).

"***Erroneous Payment Impacted Class***" has the meaning assigned to it in Section 12.25(d).

"***Erroneous Payment Return Deficiency***" has the meaning assigned to it in Section 12.25(d).

"***Erroneous Payment Subrogation Rights***" has the meaning assigned to it in Section12.25(d).

"***EU Bail-In Legislation Schedule***" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"***Event of Default***" shall have the meaning set forth in Section 10.01.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended.

"***Excluded Locations***" shall mean the following locations where Collateral may be located from time to time: (a) locations where mobile office equipment (e.g. laptops, mobile phones and the like) may be located with employees in the Ordinary Course of Business, (b) other locations where, in the aggregate for all such locations, less than $250,000 of Collateral is located, provided that the Borrower's headquarter location shall not constitute an "Excluded Location".

"***Excluded Swap Obligation***" shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or otherwise becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder (a) at the time any transaction is entered into under a Hedging Agreement or (b) with respect to any transactions outstanding under any Hedging Agreements at the time such Guarantor becomes a Guarantor under the Credit Documents, at such time. Notwithstanding the foregoing, at the time any Guarantor becomes an "eligible contract participant" as such term is defined in the Commodity Exchange Act, the Obligations of such Guarantor shall include, without limitation, any transaction entered into under any Swap Obligation and any transactions outstanding under any Swap Obligations, so long as the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is not or does not become illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof).

"***Excluded Taxes***" shall mean with respect to any Recipient, (a) income or similar Taxes imposed on (or measured by) its net income (however denominated) and branch profits Taxes, in each case (i) imposed as a result of such Recipient being organized under the laws of or having its principal office or, in the case of any Lender, its applicable lending office located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Non-U.S. Lender, any U.S. federal withholding tax that is imposed on amounts payable to such Non-U.S. Lender at the time such Non-U.S. Lender acquires an interest in a Loan or Commitment (or designates a new lending office, unless such designation was at the request of the Borrower), except to the extent that such Non-U.S. Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 4.04(a), (c) Taxes imposed by reason of the failure of such Agent or such Lender to comply with its obligations under Section 4.04(b), or to the extent that such documentation fails to establish a complete exemption from applicable withholding Taxes and (d) any U.S. federal withholding taxes imposed under FATCA.

"***Existing Loans***" shall mean all obligations under and as defined in that certain Global Master Lease and Financing Agreement, dated October 23, 2019, by and between IPsoft EU Holding B.V. and Hewlett-Packard International Bank plc, as amended, restated, supplemented or otherwise modified prior to the Closing Date.

"***FATCA***" shall mean Code Sections 1471 through 1474 (as of the date of this Agreement, or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Code Section 1471(b)(1), and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Code Sections.

"***FCPA***" has the meaning specified in Section 7.28.

"***Federal Funds Rate***" shall mean, for any day, a fluctuating interest rate per annum equal to: (a) the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the next succeeding Business Day) by the Federal Reserve Bank of New York; or (b) if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it, or otherwise in Administrative Agent's sole discretion.

"***Federal Reserve Bank of New York's Website***" shall mean the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"***Federal Reserve Board***" shall mean the Board of Governors of the Federal Reserve System, or any successor thereto.

"***Fee Letter***" shall mean the Fee Letter dated as of the Closing Date by and between the Borrower and Administrative Agent, as amended, restated, amended and restated or otherwise modified following the date thereof.

"***Fees***" shall mean all amounts payable pursuant to, or referred to in, the Fee Letter.

"***Financial Performance Covenant***" shall mean the covenant set forth in Section 9.12.

"***Floor***" shall mean a rate of interest equal to 1.00% *per annum*.

"***Foreign Subsidiary***" shall mean each Subsidiary of a Credit Party that is not a Domestic Subsidiary.

"***Funded Debt***" shall mean, as of any date of determination, all then outstanding Indebtedness of Topco and its Subsidiaries, on a consolidated basis, of the type described in clauses (a), (b), (c), (d) (but in the case of earnouts or similar obligations, only to the extent such obligations are earned, due and payable) and (f) of the defined term "Indebtedness".

"***GAAP***" shall mean generally accepted accounting principles in the United States of America, as in effect from time to time; provided, that if at any time any change in GAAP would affect the computation of any financial ratio, covenant or other requirement set forth in any Credit Document, and the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to preserve the original intent thereof in light of such change in GAAP (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then (i) the Agents, the Lenders and the Credit Parties shall negotiate in good faith to effect such amendment and (ii) such provision shall be interpreted (and such ratio or requirement shall continue to be computed) on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

"***GDPR***" shall mean the EU General Data Protection Regulation EU/2016/679 and any laws implementing or supplementing the GDPR.

"***Governmental Approval***" shall mean any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"***Governmental Authority***" shall mean the government of the United States, any foreign country or any multinational authority, or any state, commonwealth, protectorate or political subdivision thereof, and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including the SEC, PBGC and other quasi-governmental entities established to perform such functions.

"***Guarantee Agreement***" shall mean the Guarantee Agreement dated as of the Closing Date, executed and delivered by each Guarantor in favor of the Collateral Agent for the benefit of the Secured Parties, as amended, restated, supplemented or otherwise modified from time to time, and in form and substance satisfactory to Collateral Agent.

"***Guarantee Obligations***" shall mean, as to any Person, any Contingent Liability of such Person or other obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof; provided, that the term "Guarantee Obligations" shall not include (x) endorsements of instruments for deposit or collection in the Ordinary Course of Business or (y) customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"***Guarantors***" shall mean (a) Topco, (b) Holdings and (c) each other Person that is party to the Guarantee Agreement or becomes a party to the Guarantee Agreement after the Closing Date pursuant to Section 8.10.

"***Hazardous Materials***" shall mean (a) any petroleum or petroleum products, radioactive materials, friable asbestos, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, which is prohibited, limited or regulated by any Environmental Law because of its dangerous or deleterious properties or characteristics.

"***Hedging Agreement***" shall mean (a) any and all agreements and documents not entered into for speculative purposes that provide for an interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging exposure to fluctuations in interest or exchange rates, loan, credit exchange, security, or currency valuations or commodity prices, and (b) any and all agreements and documents (and the related confirmations) entered into in connection with any transactions of any kind, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (any such master agreement, together with any related schedules, a "***Master Agreement***"), including any such obligations or liabilities under any Master Agreement.

"***Hedging Obligations***" shall mean, with respect to any Person, the obligations of such Person on a marked-to-market basis under Hedging Agreements.

"***Historical Financial Statements***" shall mean the financial statements delivered in Topco's 10-K for fiscal year ended December 31, 2024 and 10-Q for fiscal quarter ending March 31, 2024 and June 30, 2024.

"***Holdings***" shall have the meaning set forth in the recitals to this Agreement.

"***Incremental Effective Date***" shall have the meaning set forth in Section 2.01(d).

"***Incremental Facility Request***" shall have the meaning set forth in Section 2.01(d).

"***Incremental Term Loan***" shall have the meaning set forth in Section 2.01(d).

"***Incremental Term Loan Commitment***" shall have the meaning set forth in Section 2.01(c).

"***Incremental Term Loan Facility***" shall have the meaning set forth in Section 2.01(d).

"***Indebtedness***" shall mean, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all indebtedness of such Person for borrowed money and all indebtedness of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net Hedging Obligations of such Person;

(d) all obligations of such Person to pay the deferred purchase price of property or services, other than trade accounts payable in the Ordinary Course of Business and not overdue by more than 60 days (unless contested in good faith) and other than any obligations in respect of working capital adjustments in connection with any Permitted Investment, but including any earnout or similar purchase price adjustment obligation valued at the maximum amount of such payment;

(e) indebtedness of others (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Capital Stock;

(h) all overdue and delinquent liabilities of such Person in respect of any Taxes; and

(i) all Guarantee Obligations of such Person in respect of any of the foregoing;

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited. The amount of any net Hedging Obligations on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) above shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"***Indemnified Liabilities***" shall have the meaning set forth in Section 12.05

"***Indemnified Parties***" shall have the meaning set forth in Section 12.05.

"***Insolvency Proceeding***" shall mean any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under Title 11 of the United States Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its property; or (c) an assignment or trust mortgage for the benefit of creditors.

"***Intellectual Property***" shall have the meaning set forth in the Security Pledge Agreement.

"***Interest Period***" shall mean, as to any Borrowing, the period commencing on the date of such Loan or Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability thereof), as specified in the applicable Notice of Borrowing or Notice of Conversion or Continuation; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, (iii) no Interest Period shall extend beyond the Maturity Date and (iv) no tenor that has been removed from this definition pursuant to Section 2.15 shall be available for specification in such Notice of Borrowing or Notice of Conversion or Continuation. For purposes hereof, the date of a Loan or Borrowing initially shall be the date on which such Loan or Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Loan or Borrowing.

"***Inventory***" shall mean all "inventory" as defined in the UCC in effect on the Closing Date with such additions to such term as may hereafter be made.

"***Investment***" shall mean, relative to any Person, (a) any loan, advance or extension of credit made by such Person to any other Person, including the purchase by such first Person of any bonds, notes, debentures or other debt securities of any such other Person; (b) Contingent Liabilities in respect of obligations of any other Person; and (c) any Capital Stock or other investment held by such Person in any other Person. The amount of any Investment at any time shall be the original principal or capital amount thereof less all returns of principal or equity thereon made on or before such time and shall, if made by the transfer or exchange of property other than cash, be deemed to have been made in an original principal or capital amount equal to the fair market value of such property at the time of such Investment.

"***IPSoft Guarantors***" shall mean each of IPsoft LLC, a Delaware limited liability company, IPsoft Holding I LLC, a Delaware limited liability company, IPsoft EU Holding BV, a corporation organized under the laws of the Netherlands and each other Affiliate of the Borrower that becomes a party to the IPsoft Guarantee Agreement.

"***IPSoft Guarantee Agreement***" shall mean the Guarantee Agreement, dated as of the Closing Date, executed and delivered by each IPSoft Guarantor party thereto in favor of the Collateral Agent for the benefit of the Secured Parties, as amended, restated, supplemented or otherwise modified from time to time, and in form and substance satisfactory to Collateral Agent.

"***Lender***" shall have the meaning set forth in the preamble to this Agreement.

"***Lien***" shall mean any mortgage, pledge, security interest, hypothecation, assignment for collateral purposes, lien (statutory or other) or similar encumbrance, and any easement, right-of-way, license, restriction (including zoning restrictions) or encumbrance (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof) on title to real property and any financing lease having substantially the same economic effect as any of the foregoing; provided, that in no event shall an operating lease entered into in the Ordinary Course of Business or any precautionary UCC filings made pursuant thereto by an applicable lessor or lessee, be deemed to be a Lien.

"***Loan***" shall mean, individually, any Term Loan, or Revolving Loan made by any Lender hereunder, and collectively, the Term Loans, and Revolving Loans made by the Lenders hereunder.

"***Master Agreement***" shall have the meaning set forth in the definition of the term "Hedging Agreement".

"***Material Adverse Effect***" shall mean a material adverse effect on (a) the business, assets, operations or financial condition of Topco and its Subsidiaries taken as a whole, (b) the validity or enforceability of this Agreement or any of the other Credit Documents, (c) the rights or remedies of the Secured Parties or the Lenders hereunder or thereunder, or (d) the priority or perfection of any Liens granted to Collateral Agent by the Credit Parties with respect to a material portion of the Collateral.

"***Material Non-Public Information***" means any information which is (a) not publicly available and (b) material for purposes of the United States federal and state securities laws with respect to (x) the Topco and its Subsidiaries, (y) any of their Affiliates or (z) any of their respective securities.

"***Maturity Date***" shall mean the earliest of (i) June 30, 2026, or (ii) such date as the Loans become due and payable in accordance with Article X; *provided* that if such day is not a Business Day, then on the immediately succeeding Business Day.

"***Minimum Borrowing Amount***" shall mean, with respect to Term Loans, $1,000,000 and with respect to Revolving Loans, $500,000.

"***Moody's***" shall mean Moody's Investors Service, Inc. or any successor by merger or consolidation to its business.

"***Mortgage***" shall mean a mortgage or a deed of trust, deed to secure debt, trust deed or other security document entered into by any applicable Credit Party and the Collateral Agent for the benefit of the Secured Parties in respect of any Real Property owned by such Credit Party, in such form as agreed between such Credit Party and the Collateral Agent.

"***Multiemployer Plan***" shall mean any multiemployer plan, as defined in Section 4001(a)(3) of ERISA, as to which any Credit Party, Subsidiary of a Credit Party or any ERISA Affiliate has any obligation or liability, contingent or otherwise.

"***Net Casualty Proceeds***" shall mean, with respect to any Casualty Event, the amount of any insurance proceeds or condemnation awards received by any Credit Party or any of their respective Subsidiaries in connection with such Casualty Event (net of all out-of-pocket collection expenses thereof not payable to a Credit Party or Affiliate thereof (other than reimbursements of reasonable out-of-pocket expenses of such Affiliates) (including, without limitation, any legal or other professional fees)), and less any Taxes payable by such Person on account of such insurance proceeds or condemnation award, actually paid, assessed or estimated by such Person (in good faith) to be payable within the next 12 months in cash in respect of such Casualty Event; provided, that if, after the expiration of such 12-month period, the amount of such estimated or assessed Taxes, if any, exceeded the Taxes actually paid in cash in respect of proceeds from such Casualty Event, the aggregate amount of such excess shall constitute Net Casualty Proceeds under Section 4.02(a)(iii) and shall be applied to the prepayment of the Obligations pursuant to Section 4.02(a)(vii) within three (3) Business Days after the end of such 12-month period.

"***Net Debt Proceeds***" shall mean, with respect to the sale, incurrence or issuance by any Credit Party or any of their respective Subsidiaries of any Indebtedness, the excess of: (a) the gross cash proceeds received by such Credit Party or any of its Subsidiaries from such sale, incurrence or issuance, over (b) all underwriting commissions and legal, investment banking, underwriting, brokerage, accounting and other professional fees, sales commissions and disbursements and all other reasonable fees, expenses and charges, in each case actually incurred in connection with such sale, incurrence or issuance which have not been paid and are not payable to Affiliates of such Credit Party in connection therewith (other than reimbursements of reasonable out-of-pocket expenses of such Affiliates).

"***Net Disposition Proceeds***" shall mean, with respect to any Disposition by any Credit Party or any of their respective Subsidiaries, the excess of: (a) the gross cash proceeds received by such Person from such Disposition, over (b) the sum of: (i) all legal, investment banking, underwriting, brokerage and accounting and other professional fees, sales commissions and disbursements and all other out-of-pocket fees, expenses and charges, in each case actually incurred in connection with such Disposition (including any reasonable and customary amounts paid by any third party and reimbursed by a Credit Party or any of their respective Subsidiaries) which have not been paid and are not payable to Affiliates of such Person (other than reimbursements of reasonable out-of-pocket expenses of such Affiliates to the extent permitted hereunder), (ii) all Taxes payable by such Person on account of proceeds from such Disposition, actually paid, assessed or estimated by such Person (in good faith) to be payable in cash within the next twelve (12) months in respect of such proceeds, (iii) the amount of such cash or Cash Equivalents required to repay any Indebtedness which is secured by the assets subject to such Disposition (other than the Obligations), so long as such Indebtedness is permitted under this Agreement and is permitted to be senior to or pari passu with the Obligations in right of payment, and (iv) amounts provided as a reserve for liabilities or indemnification payments (fixed or contingent), attributable seller's indemnities and representations and warranties to purchasers and other retained liabilities in respect of such Disposition undertaken by any Credit Party or any Subsidiary of a Credit Party in connection with such Disposition; provided, that if, after the expiration of the twelve-month period referred to in clause (b)(ii) above, the amount of estimated or assessed Taxes, if any, pursuant to clause (b)(ii) above exceeded the Taxes actually paid in cash in respect of proceeds from such Disposition, the aggregate amount of such excess shall constitute Net Disposition Proceeds under Section 4.02(a)(ii) and be immediately applied to the prepayment of the Obligations pursuant to Section 4.02(a)(vi); provided, further, that to the extent any amount referred to in clause (b)(iv) above ceases to be so reserved, the amount thereof, if any, pursuant to clause (b)(iv) above shall be deemed to be Net Disposition Proceeds at such time and shall be applied to the prepayment of the Obligations pursuant to Section 4.02(a)(vii) within three (3) Business Days after the end of such 12-month period.

"***Non-Consenting Lender***" shall have the meaning set forth in Section 12.07(b).

"***Non-Excluded Taxes***" shall have the meaning set forth in Section 4.04(a).

"***Non-U.S. Lender***" shall have the meaning set forth in Section 4.04(b).

"***Note***" shall mean, a Term Loan Note and Revolving Loan Note.

"***Notice of Borrowing***" shall have the meaning set forth in Section 2.03.

"***Notice of Conversion or Continuation***" shall have the meaning set forth in Section 2.06.

"***Obligations***" shall mean (a) with respect to the Borrower, all obligations (monetary or otherwise, whether absolute or contingent, matured or unmatured) of the Borrower arising under or in connection with any Credit Document, including all fees payable under any Credit Document and the principal of and interest (including interest accruing during the pendency of any proceeding of the type described in Section 10.01(h), whether or not allowed in such proceeding) on the Loans, or (b) with respect to each Credit Party other than the Borrower, all obligations (monetary or otherwise, whether absolute or contingent, matured or unmatured) of such Credit Party arising under or in connection with any Credit Document; provided, however, for purposes of the Security Documents, the Guarantee Agreement, the IPSoft Guarantee Agreement, Section 4.02(c), Section 12.19 and any determination as to when the monetary Obligations have been paid and satisfied in full, "Obligations" shall include all monetary obligations under any Specified Hedging Agreements; provided, further, however, that for purposes of the Security Documents, the Guarantee Agreement, the IPSoft Guarantee Agreement and each other guarantee agreement or other instrument or document executed and delivered pursuant to Sections 8.10 or 8.13, pursuant to any of the Security Documents, or otherwise to guarantee any of the Obligations, the term "Obligations" shall not, as to any Guarantor, include any Excluded Swap Obligations of such Guarantor.

"***Ordinary Course of Business***" shall mean, in respect of any transaction involving any Person, the ordinary course of such Person's business as conducted by any such Person in accordance with (a) the usual and customary customs and practices in the kind of business in which such Person is engaged, and (b) the past practice and operations of such Person, and in each case, undertaken by such Person in good faith and not for purposes of evading any covenant or restriction in any Credit Document.

"***Organization Documents***" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and, if applicable, any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"***Original Currency***" shall have the meaning set forth in Section 12.23(a).

"***Other Connection Taxes***" shall mean, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"***Other Currency***" shall have the meaning set forth in Section 12.23(a).

"***Other Taxes***" shall mean any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies (but excluding any Tax, charge or levy that constitutes an Excluded Tax) arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"***Participant***" shall have the meaning set forth in Section 12.06(c)(i).

"***Participant Register***" shall have the meaning set forth in Section 12.06(c)(ii).

"***Patents***" shall mean all patents, patent applications and like protections of a Person including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions.

"***Patriot Act***" shall have the meaning set forth in Section 12.20.

"***PBGC***" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"***Perfection Certificate***" shall mean a certificate, in form provided by the Administrative Agent, that provides information with respect to the assets of the applicable Credit Parties covered thereby.

"***Periodic Term SOFR Determination Day***" has the meaning specified in the definition of "Term SOFR".

"***Permitted Acquisition***" shall mean any Acquisition by the Borrower where:

(a) the business, division or assets acquired are for use, or the Person acquired is engaged, in the businesses engaged in by the Credit Parties on the Closing Date or a business reasonably related thereto;

(b) immediately before and after giving effect to that Acquisition, no Default or Event of Default exists;

(c) [reserved];

(d) immediately after giving effect to that Acquisition, the Borrower is in pro forma compliance with the Financial Performance Covenant;

(e) in the case of the Acquisition of any Person, the board of directors or similar governing body of the Person has approved the Acquisition;

(f) the aggregate consideration to be paid in cash by the Credit Parties (including any Indebtedness assumed or issued in connection therewith, the maximum amount payable in connection with any deferred purchase price obligation (including any earn-out obligation) or their Subsidiaries in connection with that Acquisition (or any series of related Acquisitions) of a Foreign Subsidiary is less than $10,000,000 (plus any cash proceeds received by any Credit Party from the sale of new equity interests of Topco, issued for purposes of consummating such Acquisition) (it being agreed that an acquisition of a Domestic Subsidiary shall not be deemed to be subject to the dollar limit under this subclause (f) if the assets and revenues of any Foreign Subsidiaries that are direct or indirect Subsidiaries of such acquired Domestic Subsidiary do not constitute substantially all of the assets and revenues of such acquired Domestic Subsidiary);

(g) in the case of any Acquisition for consideration in excess of $7,500,000, not less than five (5) Business Days prior to that Acquisition (or any later date approved by the Administrative Agent in its sole discretion) and solely to the extent prepared or received by the Credit Parties without regard to this Agreement, the Administrative Agent has received an acquisition summary with respect to the Person and/or business, division or assets to be acquired, which summary shall include a reasonably detailed description thereof (including financial information) and operating results (including financial statements for the most recent 12-month period for which they are available and as otherwise available), the terms and conditions, including economic terms, of the proposed Acquisition, and the Borrower's calculation of pro forma Consolidated EBITDA relating thereto;

(h) prior to that Acquisition (or any later date approved by the Administrative Agent in its sole discretion), the Administrative Agent has received complete executed or conformed copies of each material document, instrument and agreement to be executed in connection with that Acquisition;

(i) [reserved];

(j) the Borrower has provided the Administrative Agent with (i) a pro forma balance sheet and pro forma financial statements, in each case solely to the extent prepared by the Credit Parties without regard to this Agreement and (ii) a Compliance Certificate, executed by an Authorized Officer of Topco, setting forth reasonable calculations evidencing that upon giving effect to such Acquisition, Topco and its Subsidiaries are in compliance on a Pro Forma Basis with the Financial Performance Covenant;

(k) the provisions of Section 8.13 have been satisfied, including, without limitation, simultaneously with the closing of that Acquisition, the target company (if that Acquisition is structured as a purchase of equity) or the Credit Party (if that Acquisition is structured as a purchase of assets or a merger and a Credit Party is the surviving entity) executes and delivers to the Administrative Agent (i) all documents necessary to grant to the Administrative Agent a first-priority Lien in all of the assets of each of the target company or surviving company and its Subsidiaries, each in form and substance reasonably satisfactory to the Administrative Agent, and (ii) an unlimited guaranty of the Obligations, in each case to the extent required by Section 8.13;

(l) if the Acquisition is structured as a merger with the Borrower or a domestic wholly-owned Subsidiary, the Borrower or a domestic wholly-owned Subsidiary will be the surviving entity; and

(m) [reserved].

"***Permitted Holder***" shall mean Dr. Keyvan Mohajer, Dr. Seyed Majid Emami and any family member or affiliate thereof (or trust for the benefit of any of the foregoing).

"***Permitted Indebtedness***" shall mean:

(a) the Obligations;

(b) Indebtedness existing on the Closing Date and set forth on Schedule 9.01, provided that to the extent the amount of such Indebtedness is limited pursuant to clauses (c), (f) or (h) of this defined term, amounts existing on the Closing Date or any permitted refinancing thereof shall count towards such limit;

(c) Subordinated Debt in an aggregate principal amount not to exceed $10,000,000 at any time outstanding;

(d) unsecured Indebtedness to trade creditors incurred in the Ordinary Course of Business and not overdue by more than 90 days;

(e) Indebtedness incurred as a result of endorsing negotiable instruments received in the Ordinary Course of Business;

(f) Indebtedness secured by Liens permitted under clause (c) of the definition of "Permitted Liens" hereunder;

(g) Indebtedness consisting of obligations with respect to corporate credit cards incurred in the Ordinary Course of Business, provided that the aggregate amount of Indebtedness outstanding at any time pursuant to this subsection (g) shall not exceed $3,000,000;

(h) letters of credit in an aggregate face amount not to exceed $3,000,000 at any time outstanding;

(i) other unsecured Indebtedness incurred by the Borrower or any other Credit Party, in an aggregate principal amount not to exceed $5,000,000 at any time outstanding;

(j) obligations under earnout obligations in connection with Permitted Acquisitions that are not yet due and payable (or are contested in good faith); provided however, that in the case of earn-outs that may be payable prior to the date that is 30 days after the Maturity Date, (A) no more than $5,000,000 of earn-outs may be paid in cash and (B) such cash earn-outs are Subordinated Debt; provided, further, that any earn-outs that are payable in Topco equity may be paid in cash following a Change of Control in which substantially all common stock of Topco is converted into the right to receive cash;

(k) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness described in clause (b) through (i) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon the Borrower or any of its Subsidiaries, as the case may be.

"***Permitted Investments***" shall mean:

(a) Investments (including, without limitation, Subsidiaries) existing on the Closing Date and shown on Schedule 9.05;

(b) Investments consisting of Cash Equivalents;

(c) Investments consisting of repurchases of the Borrower's Capital Stock from former employees, officers and directors of the Borrower to the extent permitted under Section 9.05(b);

(d) Investments (i) by a Credit Party in another Credit Party (other than Topco), and (ii) by a Credit Party in Subsidiaries which are not Credit Parties in an aggregate amount not to exceed $4,000,000;

(e) Investments not to exceed $1,000,000 outstanding in the aggregate at any time consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the Ordinary Course of Business, and (ii) loans not involving the net transfer of cash proceeds to employees, officers or directors relating to the purchase of Capital Stock of Topco pursuant to employee stock purchase plans or other similar agreements approved by the Borrower's Board of Directors;

(f) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the Ordinary Course of Business;

(g) Investments consisting of Deposit Accounts that are subject to a Control Agreement;

(h) Investments consisting of accounts receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the Ordinary Course of Business; provided that this clause (h) shall not apply to Investments of a Credit Party in any Subsidiary or Affiliate;

(i) Permitted Acquisitions;

(j) Investments consisting of the creation of a Subsidiary for the purpose of consummating a merger transaction permitted hereunder, which is otherwise a Permitted Investment; and

(k) Investments consisting of advances in respect of transfer pricing and cost-sharing arrangements (i.e. "cost-plus" arrangements) that are in the ordinary course of business, consistent with the Borrower's historical practices and on arm's length terms).

"***Permitted Liens***" shall mean:

(a) Liens arising under this Agreement and the other Credit Documents;

(b) Liens existing on the Closing Date and shown on Schedule 9.02, provided that to the extent the amount of Indebtedness secured by such Lien is limited pursuant to clauses (c) or (l) of this defined term, amounts existing on the Closing Date or any permitted refinancing thereof shall count towards such limit;

(c) purchase money Liens (i) on Equipment acquired or held by a Credit Party or Subsidiary thereof incurred for financing the acquisition of the Equipment (pursuant to purchase money mortgages or otherwise, whether owed to the seller or a third party), or (ii) existing on Equipment when acquired, in each case, so long as (x) such Indebtedness is incurred within ninety (90) days of the acquisition or completion of construction or improvement of such property, (y) the Lien is confined to the Equipment so acquired and the proceeds of such Equipment, and (z) securing no more than $250,000 in the aggregate amount outstanding;

(d) Liens for taxes, fees, assessments or other government charges or levies, either (i) not yet delinquent or (ii) being contested in good faith and for which such Credit Party or Subsidiary maintains adequate reserves on its books;

(e) leases or subleases of real property granted in the Ordinary Course of Business of such Person, and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the Ordinary Course of Business of such Person;

(f) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising by operation of law in the Ordinary Course of Business so long as such Liens secure liabilities in the aggregate amount not to exceed $1,000,000 and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(g) Liens to secure payment of workers' compensation, employment insurance, pensions, social security and other like obligations incurred in the Ordinary Course of Business (other than Liens imposed by ERISA);

(h) deposits or pledges of cash to secure bids, tenders, contracts (other than contracts for the payment of money), leases, surety and appeal bonds and other obligations of a like nature arising in the Ordinary Course of Business, in an aggregate amount not exceeding $1,000,000 at any time;

(i) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default;

(j) Liens in favor of other financial institutions arising in connection with a Deposit Account or Securities Account of a Credit Party or Subsidiary thereof held at such institutions, provided that the Collateral Agent has received a Control Agreement with respect thereto to the extent required pursuant to Section 8.15 of this Agreement;

(k) licenses of Intellectual Property which constitute a Permitted Transfer;

(l) Liens on cash collateral maintained in a separate Deposit Account or Securities Account identified in writing to the Administrative Agent as such, securing Indebtedness described in clause (h) of the defined term "Permitted Indebtedness"; *provided* that such cash collateral shall not exceed $3,000,000; and

(m) Liens incurred in the extension, renewal or refinancing of the Indebtedness secured by Liens described in clauses (b) and (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness may not increase.

"***Permitted Locations***" shall mean, collectively, the following locations where Collateral may be located from time to time: (a) locations identified in Schedule 9.12 and (b) the Excluded Locations.

"***Permitted Transfers***" shall have the meaning set forth in Section 9.04.

"***Person***" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise or any Governmental Authority.

"***Personal Data***" shall mean (a) any information or data that, alone or together with any other information or data (i) can be used to identify, directly or indirectly, an individual, or (ii) can be used to authenticate such individual; and (b) any other information pertaining to an individual that is regulated or protected by one or more of the Data Protection Laws.

"***PIK Amount***" shall mean, an amount equal to 1.00% *per annum* of the unpaid principal amount of each Term Loan.

"***PIK Rate***" shall mean, an amount equal to 1.00% *per annum*.

"***Plan***" shall mean any employee pension benefit plan, as defined in Section 3(2) of ERISA, other than a Multiemployer Plan, that is subject to Title IV of ERISA, Section 412 of the Code or Sections 302 or 303 of ERISA, and that is sponsored, maintained or contributed to by any Credit Party, Subsidiary of a Credit Party or an ERISA Affiliate or in respect of which any Credit Party, Subsidiary of a Credit Party or an ERISA Affiliate has any obligation or liability, contingent or otherwise.

"***Pledged Stock***" shall have the meaning set forth in the Security Pledge Agreement.

"***Prime Rate***" shall mean a variable per annum rate, as of any date of determination, equal to the rate as of such date published in the "Money Rates" section of *The Wall Street Journal* as being the "Prime Rate" (or, if more than one rate is published as the Prime Rate, then the highest of such rates). The Prime Rate will change as of the date of publication in *The Wall Street Journal* of a Prime Rate that is different from that published on the preceding Business Day. In the event that *The Wall Street Journal* shall, for any reason, fail or cease to publish the Prime Rate, the Agents shall choose a reasonably comparable index or source to use as the basis for the Prime Rate.

"***Privacy Agreements***" shall have the meaning set forth in the Section 7.22.

"***Privacy Policies***" shall have the meaning set forth in the Section 7.22.

"***Pro Forma Basis***" shall mean, with respect to any period in which (x) any Permitted Acquisition, or (y) any Disposition permitted pursuant to Section 9.04 in an amount in excess of $500,000, either individually or in the aggregate over such period, has been consummated, for any applicable financial covenant, performance or similar test, such transactions shall be deemed to have occurred as of the first day of the applicable computation period with respect to any test or covenant for which such calculation is being made and that:

(a) income statement items (whether positive or negative) attributable to the assets or Person subject to such event,

(i) in the case of a Disposition of all or substantially all Capital Stock in or assets of any Subsidiary or any division, business unit, line of business or facility used for operations of Topco or any Subsidiary (in each case, to a Person other than Topco or any Subsidiary), shall be excluded, and

(ii) in the case of a Permitted Acquisition, shall be included,

(b) any retirement, extinguishment or repayment of Indebtedness shall be deemed to have occurred as of the first day of the applicable calculation period with respect to any test or covenant for which the relevant determination is being made; and

(c) any Indebtedness incurred or assumed by Topco or any Subsidiary in connection with such event shall be deemed to have occurred as of the first day of the applicable calculation period with respect to any test or covenant for which the relevant determination is being made (and all Indebtedness so incurred or assumed shall be deemed to have borne interest (x) in the case of fixed rate Indebtedness, at the rate applicable thereto or (y) in the case of floating rate Indebtedness, at the rates which were or would have been applicable thereto during the period when such Indebtedness was or was deemed to be outstanding).

"***Qualified Counterparty***" shall mean, with respect to any Specified Hedging Agreement, any counterparty thereto that, at the time such Specified Hedging Agreement was entered into, was reasonably satisfactory to a Lender or an Affiliate of a Lender.

"***Qualified Successor***" shall mean, an individual who is either (i) a BG executive-in-residence, or (ii) a non-BG individual, in each case (of clauses (i) and (ii)), who is an executive with SaaS industry experience, who has served as a CEO, COO or CFO of a late-stage private or public SaaS company and who is approved by the Borrower's Board of Directors.

"***Real Property***" shall mean, with respect to any Person, all right, title and interest of such Person (including, without limitation, any leasehold estate) in and to a parcel of real property owned, leased or operated by such Person together with, in each case, all improvements and appurtenant fixtures, equipment, personal property, easements and other property and rights incidental to the ownership, lease or operation thereof.

"***Recipient***" shall mean the Administrative Agent or any Lender.

"***Recurring Revenue***" shall mean, the sum of (i) solely with respect to the Amelia Group, Total Software Revenue (as defined in the SoundHound Acquisition Agreement as of the Second Amendment Effective Date) plus (ii) with respect to Topco and its Subsidiaries (other than the Amelia Group) for any period, all recurring subscription revenues of the Topco or any of its Subsidiaries (other than the Amelia Group) attributable to the licensing of software or the provision of professional services, and recurring term licenses to customers that are active and in good standing with an original subscription or term period of at least one (1) year, which recurring revenues are earned during such period, net of any discounts, and excluding any revenue derived from any setup fees or other one-time charges.

"***Recurring Revenue Leverage Ratio***" shall mean, as of the last day of any Test Period, the ratio of (a) Consolidated Total Debt as of such date to (b) Annualized Recurring Revenue for such Test Period.

"***Register***" shall have the meaning set forth in Section 12.06(b)(iv).

"***Regulation U***" shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"***Regulation X***" shall mean Regulation X of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"***Reorganization***" shall mean the transactions set forth in Schedule 5.13.

"***Related Parties***" shall mean, with respect to any specified Person, such Person's Affiliates and the directors, officers, employees, agents, trustees, advisors of such Person and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"Relevant Governmental Body" shall mean the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"***Reportable Event***" shall mean an event described in Section 4043 of ERISA and the regulations thereunder (excluding any such event for which the 30-day notice requirement has been waived under applicable regulations).

"***Required Delayed Draw Term Loan Lenders***" shall mean, at any date, Lenders having or holding more than fifty percent of the Total Delayed Draw Term Loan Commitment and Delayed Draw Term Loans, or if the Total Delayed Draw Term Loan Commitment has been terminated, the aggregate outstanding principal amount of the Delayed Draw Term Loans; provided, that the Commitments and the portion of the outstanding principal amount of the Loans held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Delayed Draw Term Loan Lenders. So long as an Affiliate or an Approved Fund of Monroe is a Delayed Draw Term Loan Lender, at least one Affiliate or Approved Fund of Monroe shall be required to constitute Required Delayed Draw Term Loan Lenders.

"***Required Lenders***" shall mean, at any date, Lenders having or holding more than fifty percent of the sum of (a) the outstanding principal amount of the Term Loans, (b) the outstanding Delayed Draw Term Loan Commitment (if any) and (c) the Total Revolving Loan Commitments or if the Total Revolving Loan Commitments have been terminated, the aggregate outstanding principal amount of the Revolving Loans; provided, that the Commitments and the portion of the outstanding principal amount of the Loans held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders. So long as an Affiliate or an Approved Fund of Monroe is a Lender, at least one Affiliate or Approved Fund of Monroe shall be required to constitute Required Lenders.

"***Required Revolving Lenders***" shall mean, at any date, Lenders having or holding more than fifty percent of the Total Revolving Loan Commitment, or if the Total Revolving Loan Commitments have been terminated, the aggregate outstanding principal amount of the Revolving Loans; provided, that the Commitments and the portion of the outstanding principal amount of the Loans held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

"***Resolution Authority***" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"***Restricted License***" shall mean any material in-bound license or other similar material agreement (other than ordinary course customer contracts, off the shelf software licenses, licenses that are commercially available to the public, and open source licenses) to which a Credit Party or Subsidiary is a party (a) that prohibits or otherwise restricts such Credit Party or Subsidiary from granting a security interest in its interest in such license or agreement or in any other property, or (b) for which a default under, or termination of which, could reasonably be expected to interfere with the Collateral Agent's right to sell any Collateral.

"***Restricted Payment***" shall mean, with respect to any Person, (a) the declaration or payment of any dividend on, or the making of any payment or distribution on account of, or setting apart assets for a sinking or other analogous fund for the purchase, redemption, defeasance, retirement or other acquisition of, any class of Capital Stock of such Person or any warrants or options to purchase any such Capital Stock, whether now or hereafter outstanding, or the making of any other distribution in respect thereof, either directly or indirectly, whether in cash or property or (b) any payment of a management fee (or other fee of a similar nature) by such Person to any holder of its Capital Stock or any Affiliate thereof.

"***Revolving Lender***" shall mean any Lender that has a Revolving Loan Commitment; provided that as of the Second Amendment Effective Date, there are no Revolving Lenders.

"***Revolving Loan Availability***" shall mean at any time, an amount equal to (a) the aggregate Revolving Loan Commitments of all Lenders minus (b) the Revolving Outstandings.

"***Revolving Loan Commitment***" shall mean, (a) in the case of each Lender that is a Lender on the date hereof, the amount set forth opposite such Lender's name on Schedule 1.01(a) as such Lender's "Revolving Loan Commitment" and (b) in the case of any Lender that becomes a Lender after the date hereof, the amount specified as such Lender's "Revolving Loan Commitment" in the Assignment and Acceptance pursuant to which such Lender assumed a portion of the Total Revolving Loan Commitment, in each case as the same may be changed from time to time pursuant to the terms hereof. As of the Second Amendment Effective Date, the Revolving Loan Commitments are $0.

"***Revolving Loan Commitment Fee***" shall mean the fee payable by the Borrower to Lenders pursuant to Section 3.01(a).

"***Revolving Loan***" shall have the meaning set forth in Section 2.01(a).

"***Revolving Loan Facility***" shall have the meaning set forth in the recitals to this Agreement.

"***Revolving Loan Note***" shall mean a promissory note substantially in the form of Exhibit R-1.

"***Revolving Outstandings***" shall mean, at any time, the sum of the aggregate principal amount of all outstanding Revolving Loans. As of the Second Amendment Effective Date, the Revolving Outstandings are $0.

"***Revolving Loan Commitment Percentage***" shall mean at any time, for each Lender, the percentage obtained by dividing (a) such Lender's Revolving Loan Commitment by (b) the Total Revolving Loan Commitment, subject to adjustment as provided in Section 2.14; provided, that at any time when the Revolving Loan Commitment shall have been terminated, each Lender's Revolving Loan Commitment Percentage shall be its Revolving Loan Commitment Percentage as in effect immediately prior to such termination.

"***S&P***" shall mean Standard & Poor's Ratings Services or any successor by merger or consolidation to its business.

"***Sanctions***" has the meaning specified in Section 7.29.

"***SEC***" shall mean the Securities and Exchange Commission or any successor thereto.

"***Second Amendment***" means that certain Second Amendment to Credit Agreement, dated as of the Second Amendment Effective Date, by and among the Borrower, Holdings, the Administrative Agent and the other parties party thereto.

"***Second Amendment Effective Date***" means August 6, 2024.

"***Second Amendment Prepayment***" has the meaning specified in the Second Amendment.

"***Secured Parties***" shall mean, collectively, (a) the Lenders, (b) the Agents, (c) each Qualified Counterparty, (d) the beneficiaries of each indemnification obligation undertaken by any Credit Party under the Credit Documents and (e) any permitted successors, endorsees, transferees and assigns of each of the foregoing.

"***Securities Account***" shall mean any "securities account" as defined in the UCC with such additions to such term as may hereafter be made.

"***Securities Act***" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"***Securitization***" shall have the meaning set forth in Section 12.08.

"***Security Documents***" shall mean, collectively, the Security Pledge Agreement, the Control Agreements, any Mortgage, each collateral assignment of representation and warranty insurance and each other security agreement or other instrument or document executed and delivered pursuant to Sections 8.10 or 8.13, pursuant to any of the Security Documents, or otherwise to secure any of the Obligations.

"***Security Pledge Agreement***" shall mean the Security Pledge Agreement dated as of the Closing Date, by and among each Credit Party and the Collateral Agent for the benefit of the Secured Parties, as amended, restated, supplemented or otherwise modified from time to time, and in form and substance satisfactory to Collateral Agent.

"***Security Program***" shall have the meaning set forth in the Section 7.22.

"***SOFR***" shall mean a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"***SOFR Administrator***" shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"***SOFR Borrowing***" shall mean, as to any Borrowing, the SOFR Loans comprising such Borrowing.

"***SOFR Loan***" shall mean a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of "ABR".

"***Solvency Certificate***" shall mean a solvency certificate, duly executed and delivered by the chief financial officer or other Authorized Officer of the Borrower to the Administrative Agent, in the form attached as Exhibit S-1 hereto.

"***Solvent***" shall mean, with respect to any Person, at any date, that (a) the sum of such Person's debt (including Contingent Liabilities) does not exceed the present fair saleable value, measured on a going-concern basis of such Person's present assets, (b) such Person's capital is not unreasonably small in relation to its business as contemplated on such date and (c) such Person has not incurred and does not intend to incur debts including current obligations beyond its ability to pay such debts as they become due in the ordinary course of business. For purposes of this definition, the amount of any Contingent Liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"***SoundHound Acquisition Agreement***" shall have the meaning set forth in the Second Amendment.

"***SoundHound Delisting***" means, for Topco, the public announcement that the relevant Capital Stock are no longer listed or admitted for trading on any Designated Exchange, for any reason and are not immediately re-listed, re-traded or re-quoted on any other Designated Exchange or quotation system (provided that, if Capital Stock is so immediately re-listed, re-traded or re-quoted on any other Designated Exchange or quotation system, such exchange or quotation system shall thereafter be deemed to be the "Exchange").

"***SoundHound IPCO***" means SoundHound AI IP, LLC, a Delaware limited liability company, SoundHound AI IP Holding, LLC, a Delaware limited liability company

"***Specified Hedging Agreement***" shall mean any Hedging Agreement (a) entered into by (i) the Borrower and (ii) any Qualified Counterparty, as counterparty, (b) that has been designated as such by the Borrower, and (c) complies with the provisions of Section 7.4 of the Security Pledge Agreement. The designation of any Hedging Agreement as a Specified Hedging Agreement shall not create in favor of any Qualified Counterparty that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor or IPSoft Guarantor under the Guarantee Agreement or the IPSoft Guarantee Agreement except as provided in Section 12.19.

"***Subordinated Debt***" shall mean Indebtedness incurred by a Credit Party that is subordinated in writing to all of the Obligations, pursuant to a subordination, intercreditor, or other similar agreement in form and substance reasonably satisfactory to the Administrative Agent entered into between the Administrative Agent and the other creditor, on terms acceptable to the Administrative Agent, including, without limitation, lien and payment subordination.

"***Subsidiary***" of any Person shall mean and include (a) any corporation, limited liability company or other business entity more than fifty percent (50%) of whose Voting Stock having by the terms thereof power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any partnership, association, joint venture or other similar entity in which such Person directly or indirectly through Subsidiaries has more than a fifty percent (50%) equity interest at the time. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of a Credit Party.

"***Swap Obligation***" shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"***Swap Termination Value***" shall mean, in respect of any one or more Hedging Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreements, (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedging Agreements (which may include a Lender or any Affiliate of a Lender).

"***Taxes***" shall mean all income, stamp or other taxes, duties, levies, imposts, charges, assessments, fees, deductions or withholdings, now or hereafter imposed, enacted, levied, collected, withheld or assessed by any Governmental Authority, and all interest, penalties or similar liabilities with respect thereto.

"***Term Loan***" shall mean, individually any Closing Date Term Loan, Delayed Draw Term Loan or Incremental Term Loan made hereunder, and collectively, the Closing Date Term Loan, Delayed Draw Term Loans and Incremental Term Loans made hereunder. Following the Second Amendment Prepayment the aggregate principal amount of Term Loans outstanding is $39,694,363.

"***Term Loan Commitment***" shall mean, (a) in the case of each Lender that is a Lender on the date hereof, the amount set forth opposite such Lender's name on Schedule 1.01(a) as such Lender's "Term Loan Commitment" and (b) in the case of any Lender that becomes a Lender after the date hereof, the amount specified as such Lender's "Term Loan Commitment" in the Assignment and Acceptance pursuant to which such Lender assumed a portion of the Total Term Loan Commitment, in each case as the same may be changed from time to time pursuant to the terms hereof.

"***Term Loan Facility***" shall have the meaning set forth in the recitals to this Agreement.

"***Term Loan Note***" shall mean a promissory note substantially in the form of Exhibit T-1.

"***Term SOFR***" shall mean,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "***Periodic Term SOFR Determination Day***") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 4:00 p.m. (Chicago time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "***ABR Term SOFR Determination Day***") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 4:00 p.m. (Chicago time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such ABR Term SOFR Determination Day.

"***Term SOFR Adjustment***" shall mean, for any calculation with respect to a ABR Loan or a SOFR Loan, a percentage per annum equal to the percentage set forth below for the applicable Type of such Loan and (if applicable) Interest Period therefor:

ABR Loans:

0.11448%

SOFR Loans:

Interest Period	**Percentage**
One month	0.11448 %
Three months	0.26161%
Six months	0.42826%

"***Term SOFR Administrator***" shall mean CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"***Term SOFR Reference Rate***" shall mean the forward-looking term rate based on SOFR.

"***Test Period***" shall mean, for any date of determination under this Agreement, the four (4) consecutive fiscal quarters of Topco most recently ended as of such date of determination for which financial statements have been (or were required to be) delivered pursuant to Section 8.01.

"***Topco***" means SoundHound AI Inc., a Delaware corporation.

"***Total Commitment***" shall mean the sum of the Total Term Loan Commitment, the Total Delayed Draw Term Loan Commitment, the Total Revolving Loan Commitment and any Incremental Term Loan Commitment.

"***Total Credit Exposure***" shall mean, as of any date of determination (a) with respect to each Lender, (i) prior to the termination of the Commitments, the sum of such Lender's Total Commitment plus such Lender's Term Loans or (ii) upon the termination of the Commitments, such Lender's Term Loans plus such Lender's outstanding Revolving Loans and (b) with respect to all Lenders, (i) prior to the termination of the Commitments, the sum of all of the Lenders' Total Commitments plus all Term Loans and (ii) upon the termination of the Commitments, the sum of all Lenders' Term Loans plus all Lenders' outstanding Revolving Loans.

"***Total Delayed Draw Term Loan Commitment***" shall mean the sum of the Delayed Draw Term Loan Commitments. On the Closing Date, the Total Delayed Draw Term Loan Commitment shall be $25,000,000 as set forth on Schedule 1.01(a), as such amount may be reduced after the Closing Date pursuant to Section 2.01(b) or Section 4.01.

"***Total Revolving Loan Commitment***" shall mean the sum of the Revolving Loan Commitments. On the Second Amendment Effective Date, the Total Revolving Loan Commitment shall be $0 as set forth on Schedule 1.01(a).

"***Total Term Loan Commitment***" shall mean the sum of the Term Loan Commitments. On the Second Amendment Effective Date, the Total Term Loan Commitment shall be $0.

"***Trademarks***" shall mean any trademark and service mark rights of a Person, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks

"***Transactions***" shall mean collectively, the Credit Facility, the Reorganization, and the other transaction contemplated hereby.

"***Type***" shall mean, as to any Loan, its nature as an ABR Loan or SOFR Loan.

"***UCC***" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

"***UK Financial Institution***" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"***UK Resolution Authority***" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" shall mean the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"***Unasserted Contingent Obligations***" shall have the meaning given to such term in the Security Pledge Agreement.

"***Unfunded Current Liability***" of any Plan shall mean the amount, if any, by which the present value of the accrued benefits under the Plan as of the close of its most recent plan year, determined based upon the actuarial assumptions used by the Plan's actuary for purposes of determining the minimum required contributions to the Plan as set forth in the Plan's actuarial report for such plan year, exceeded the fair market value of the assets allocable thereto as determined for purposes of the Plan's minimum funding requirements as set forth in such report.

"***U.S.***" and "***United States***" shall mean the United States of America.

"***U.S. Government Securities Business Day***" shall mean any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"***Voting Stock***" shall mean, with respect to any Person, shares of such Person's Capital Stock having the right to vote for the election of directors (or Persons acting in a comparable capacity) of such Person under ordinary circumstances (other than Capital Stock or other interests having such power only by reason of the happening of a contingency where such contingency has not yet occurred).

"***WARN Act***" shall mean the Workers Adjustment and Retraining Notification Act of 1988, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***Write-Down and Conversion Powers***" shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Credit Document, unless otherwise specified herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein", "hereto", "hereof" and "hereunder" and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) Any reference herein to any person shall be construed to include such person's successors and assigns (subject to any restrictions on assignments set forth herein).

(g) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including".

(h) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Credit Document.

(i) All references to the knowledge of any Credit Party or facts known by any Credit Party shall mean actual knowledge of any Authorized Officer of such Person.

(j) Any Authorized Officer executing any Credit Document or any certificate or other document made or delivered pursuant hereto or thereto on behalf of a Credit Party, so executes or certifies in his/her capacity as an Authorized Officer on behalf of the applicable Credit Party and not in any individual capacity.

(k) In determining the amount of any Obligations not originally denominated in Dollars, the Administrative Agent may make such currency conversion calculations as are necessary utilizing any exchange rate quotation employed by the Administrative Agent in the ordinary course of its business.

SECTION 1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the Historical Financial Statements, except as otherwise permitted herein. In addition, the financial ratios and all related definitions set forth in the Credit Documents shall exclude the application of ASC 815, ASC 480 or ASC 718 and ASC 505-50 (to the extent that the pronouncements in ASC 718 or ASC 505-50 result in recording an equity award as a liability on the consolidated balance sheet of Topco and its Subsidiaries and the treatment of any dividend accruals thereon as interest expense in the circumstance where, but for the application of the pronouncements, such award would have been classified as equity and such interest expense as dividends). Notwithstanding anything herein to the contrary, for purposes of representations, covenants and calculations made pursuant to the terms of this Agreement, GAAP will be deemed to treat operating leases and capital leases in a manner consistent with their current treatment under GAAP as in effect on December 31, 2018, notwithstanding any modifications or interpretive changes thereto that have occurred or may occur thereafter.

(b) The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to ABR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, ABR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of ABR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower; provided, that the Administrative Agent will not engage in such transactions with the primary purpose of negatively impacting the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain ABR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.04 Rounding. Any financial ratios required to be maintained or complied with by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

SECTION 1.05 References to Agreements, Laws, etc. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Credit Documents) and other Contractual Obligations shall be deemed to include all subsequent amendments, restatements, amendment and restatements, extensions, renewals, replacements, refinancings, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendment and restatements, extensions, renewals, replacements, refinancings, supplements and other modifications are not prohibited by any Credit Document; and (b) references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

SECTION 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Chicago time (daylight or standard, as applicable).

SECTION 1.07 Timing of Payment of Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

SECTION 1.08 Corporate Terminology. Any reference to officers, shareholders, stock, shares, directors, boards of directors, corporate authority, articles of incorporation, bylaws or any other such references to matters relating to a corporation made herein or in any other Credit Document with respect to a Person that is not a corporation shall mean and be references to the comparable terms used with respect to such Person.

SECTION 1.09 Divisions. For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Capital Stock at such time.

ARTICLE II
Amount and Terms of Credit Facilities

SECTION 2.01 Loans.

(a) Revolving Loan Commitment. Subject to and upon the terms and conditions herein set forth, each Lender having a Revolving Loan Commitment severally agrees to make loans to the Borrower on a revolving basis ("***Revolving Loans***") from time to time until the Maturity Date in that Lender's pro rata share of the aggregate Revolving Loan that Borrower requests from all Lenders which Revolving Loans (i) shall not exceed, for any such Lender, the Revolving Loan Commitment of such Lender, (ii) shall not exceed, in the aggregate, the Total Revolving Loan Commitment, (iii) may, at the option of the Borrower, be incurred and maintained as, and/or converted into, ABR Loans or SOFR Loans, and (iv) may be repaid and reborrowed in accordance with the provisions hereof. The Commitments of the Lenders to make Revolving Loans will expire on the Maturity Date. For the avoidance of doubt, following the Second Amendment Effective Date, the Borrower is not permitted to draw any Revolving Loans.

(b) Closing Date Term Loans. Subject to and upon the terms and conditions herein set forth, each Lender having a Term Loan Commitment severally agrees to make a loan or loans (individually a "***Closing Date Term Loan***" and collectively the "***Closing Date Term Loans***") in the amount set forth opposite such Lender's name on Schedule 1.01(a) to the Borrower, which Closing Date Term Loans (i) shall not exceed, for any such Lender, the Term Loan Commitment of such Lender, (ii) shall not exceed, in the aggregate, the Total Term Loan Commitment, (iii) shall be made on the Closing Date, (iv) may, at the option of the Borrower, be incurred and maintained as, and/or converted into, ABR Loans or SOFR Loans; provided, that all such Closing Date Term Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Term Loans of the same Type, and (v) may be repaid or prepaid in accordance with the provisions hereof, but once repaid or prepaid may not be reborrowed.

(c) Delayed Draw Term Loan. Subject to and upon the terms and conditions herein set forth, each Lender having a Delayed Draw Term Loan Commitment severally agrees to make a loan or loans (each such loan, a "***Delayed Draw Term Loan***") to the Borrower, which Delayed Draw Term Loans (i) shall not exceed, for any such Lender, the Delayed Draw Term Loan Commitment of such Lender, (ii) shall be made at any time and from time to time after the Closing Date and prior to the Delayed Draw Term Loan Termination Date, (iii) may, at the option of the Borrower, be incurred and maintained as, and/or converted into, ABR Loans or SOFR Loans; provided, that all Delayed Draw Term Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Term Loans of the same Type, and (iv) may be repaid or prepaid in accordance with the provisions hereof, but once repaid or prepaid may not be reborrowed. The Delayed Draw Term Loan Commitment shall be reduced on a dollar for dollar basis in connection with each borrowing of Delayed Draw Term Loans hereunder.

(d) Incremental Term Loan Facilities.

(i) Requests. The Borrower, may, by written notice to the Administrative Agent (each, an "***Incremental Facility Request***"), at any time prior to the Maturity Date, request increases in the Term Loan Commitments (each, an "***Incremental Term Loan Commitment***" and the term loans thereunder, an "***Incremental Term Loan***"; each Incremental Term Loan Commitment is sometimes referred to herein individually as an "***Incremental Term Loan Facility***" and collectively as the "***Incremental Term Loan Facilities***") in Dollars in an aggregate amount not to exceed $45,000,000; provided that no commitment of any Lender shall be increased without the consent of such Lender. Such notice shall set forth (A) the amount of the Incremental Term Loan Commitment being requested (which shall be in a minimum amount of $1,000,000 and multiples of $500,000 in excess thereof), (B) the date (an "***Incremental Effective Date***") on which such Incremental Term Loan Facility is requested to become effective (which, unless otherwise agreed by the Agents, shall not be less than ten (10) Business Days after the date of such notice), and (C) whether the Incremental Term Loans shall initially consist of ABR Loans and/or SOFR Loans and, if the Loans are to include SOFR Loans, the Interest Period to be initially applicable thereto.

(ii) Lenders. Upon delivery of the Incremental Facility Request, the Administrative Agent and the Borrower shall mutually and reasonably determine the Persons who will provide such Incremental Term Loan Facilities; provided that no existing Lender will have any obligation to provide all or any portion of such Incremental Term Loan Facilities; provided, further, that the Borrower shall deliver a notice to all existing Lenders to first offer such existing Lenders the opportunity to provide any such Incremental Term Loan Facility on a pro rata basis, it being understood and agreed that to the extent any Lender has not delivered to the Borrower a commitment to provide its pro rata share of such Incremental Term Loan Facility within five (5) Business Days of delivery of such notice on the terms offered by the Borrower, such Lender shall be deemed to have declined to provide any portion of such Incremental Term Loan Facility.

(iii) Conditions. No Incremental Term Loan Facility shall become effective under this Section 2.01(d) unless, immediately after giving pro forma effect to such Incremental Term Loan Facility, the Loans to be made thereunder and the application of the proceeds therefrom,

(A) (x) no Default or Event of Default shall exist and (y) the representations and warranties set forth in the Credit Documents are true and correct in all material respects (without duplication of any materiality qualifiers),

(B) as of the last day of the most recent fiscal quarter for which financial statements have been delivered (or were required to be delivered) pursuant to Section 8.01, (i) the Recurring Revenue Leverage Ratio, recomputed on a Pro Forma Basis, shall not exceed 1.25:1.00 and (ii) the Borrower shall be in compliance with the applicable Financial Performance Covenant on a Pro Forma Basis,

(C) the proceeds of such Incremental Term Loan Facility shall be used solely for Permitted Acquisitions,

(D) the Delayed Draw Term Loan Facility has been fully drawn (or will be fully drawn concurrently with the Incremental Term Loan Facility) or the Delayed Draw Term Loan Termination Date has occurred,

(E) the Administrative Agent shall have received a certificate of an Authorized Officer of the Borrower at least five (5) Business Days prior to the proposed date of such incurrence certifying as to the foregoing and attaching financial statements and reasonably detailed supporting calculations, in form reasonably satisfactory to the Administrative Agent, to evidence compliance with the foregoing clause (B), and

(F) [reserved].

(iv) Terms. The final maturity date of any Incremental Term Loan shall be no earlier (but may be later) than the maturity date of the initial Term Loans the weighted average life to maturity of any such Incremental Term Loan shall not be shorter (but may be longer) than the remaining weighted average life to maturity of the initial Term Loans and no Incremental Term Loan shall require any amortization payments prior to the Maturity Date applicable to the Term Loans (including all prior Incremental Term Loans). After the Closing Date, the all-in yield (including interest rate margins, any interest rate floors, original issue discount and upfront fees (based on the lesser of a four-year average life to maturity or the remaining life to maturity), including arrangement, structuring, amendment, underwriting and/or similar fees paid or payable to any arranger or any arranger's Affiliates with respect to such Incremental Term Loan) applicable to any Incremental Term Loan shall not be higher than the corresponding all-in yield (determined on the same basis) applicable to the then outstanding Term Loans (including any prior Incremental Term Loan). Except with respect to amortization, pricing and final maturity as set forth in this clause (iv), any Incremental Term Loan shall be on terms consistent with the initial Term Loans.

(v) Required Amendments. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Term Loan Facility, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence of such Incremental Term Loan Facility and the Incremental Term Loans evidenced thereby, and any joinder agreement or amendment may without the consent of the other Lenders effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effectuate the provisions of this Section 2.01(d), and, for the avoidance of doubt, this Section 2.01(d)(v) shall supersede any provisions in Section 12.01. From and after each Incremental Effective Date, the Loans and Commitments established pursuant to this Section 2.01(d) shall constitute Loans and Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Credit Documents, and shall, without limiting the foregoing, benefit equally and ratably from the guarantees and security interests created by the applicable Security Documents.

SECTION 2.02 Minimum Amount of Each Borrowing; Maximum Number of Borrowings. The aggregate principal amount of each Borrowing of Delayed Draw Term Loans shall be in multiples of $500,000 and shall not be less than the Minimum Borrowing Amount with respect thereto. The aggregate principal amount of each Borrowing of Revolving Loans shall be in multiples of $100,000 and shall not be less than the Minimum Borrowing Amount with respect thereto. More than one Borrowing may be incurred on any date; provided, that at no time shall there be outstanding more than five (5) Borrowings of SOFR Loans under this Agreement.

SECTION 2.03 Notice of Borrowing. The Borrower shall give the Administrative Agent prior written notice (i) prior to 10:00 a.m. at least five (5) Business Days' prior to each Borrowing of Term Loans (or such shorter period as the Administrative Agent may agree in the case of the Borrowing of Term Loans on the Closing Date or in connection with any Incremental Term Loan Facility) and (ii) prior to 10:00 a.m. at least three (3) Business Days' prior to each Borrowing of Revolving Loans. Such notice in the form of Exhibit N-1 (a "***Notice of Borrowing***"), except as otherwise expressly provided in Section 2.10, shall be irrevocable and shall specify (A) the aggregate principal amount of the Loans to be made, (B) the date of the Borrowing, (C) the wire instructions for the Borrower's account where funds should be sent (or in the case of the Closing Date Term Loans, the Closing Date funds flow) and (D) whether the Loans shall consist of ABR Loans and/or SOFR Loans and, if the Loans are to include SOFR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall promptly give each Lender written notice of each proposed Borrowing of Loans, of such Lender's proportionate share thereof and of the other matters covered by the related Notice of Borrowing.

SECTION 2.04 Disbursement of Funds. (a) No later than (i) 2:00 p.m., in the case of each Borrowing of Delayed Draw Term Loans or Revolving Loans for which a Notice of Borrowing has been delivered prior to the time required under Section 2.03, on the date the requested Borrowing specified in the Notice of Borrowing therefor, each Lender will make available its *pro rata* portion, if any, of such Borrowing requested to be made on such date in the manner provided below, (ii) 2:00 p.m., in the case of the making of the Closing Date Term Loans on the Closing Date, if the conditions set forth in Article V and Article VI to the effectiveness of this Agreement are met prior to 12:00 p.m. on the Closing Date, and (iii) 2:00 p.m., in the case of each Borrowing of Incremental Term Loans for which all conditions to the making of such Loan set forth in this Agreement have been met prior to 10:00 a.m. on the requested date of such Borrowing specified in the Notice of Borrowing therefor, each Lender will make available its *pro rata* portion, if any, of the Loan in the manner provided below.

(b) Each Lender shall make available all amounts it is to fund to the Borrower, under any Borrowing, in immediately available funds to the Administrative Agent, and the Administrative Agent will, after receipt of all requested funds, make available to the Borrower, by depositing in an account designated by the Borrower to the Administrative Agent in writing, the aggregate of the amounts so made available in Dollars. Unless the Administrative Agent shall have been notified by any Lender prior to the date of any Borrowing that such Lender does not intend to make available to the Administrative Agent its portion of the Borrowing or Borrowings to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing, and the Administrative Agent, in reliance upon such assumption, may (in its sole discretion and without any obligation to do so) make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender and the Administrative Agent has made available the same to the Borrower, the Administrative Agent shall be entitled to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower and the Borrower shall promptly pay such corresponding amount to the Administrative Agent. The Administrative Agent shall also be entitled to recover from such Lender or the Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower, to the date such corresponding amount is recovered by the Administrative Agent, at a rate per annum equal to (i) if paid by such Lender, the Federal Funds Rate or (ii) if paid by the Borrower the then-applicable rate of interest, calculated in accordance with Section 2.08, applicable to ABR Loans. If the Borrower and such Lender shall pay interest to the Administrative Agent for the same (or a portion of the same) period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period.

(c) Nothing in this Section 2.04 shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to fulfill its commitments hereunder).

SECTION 2.05 Payment of Loans; Evidence of Debt.

(a) Closing Date Term Loans. The Borrower agrees to pay to the Administrative Agent, for the benefit of the Lenders of the Closing Date Term Loans, on the Maturity Date, the entire principal amount of all then outstanding Closing Date Term Loans.

(b) Delayed Draw Term Loans. The Borrower agrees to pay to the Administrative Agent, for the benefit of the Lenders of the Delayed Draw Term Loans, on the Maturity Date, the entire principal amount of all then outstanding Delayed Draw Term Loans.

(c) Revolving Loans. The Borrower agrees to pay to the Administrative Agent, for the benefit of the Lenders of the Revolving Loans, on the Maturity Date, the entire principal amount of all then outstanding Revolving Loans.

(d) [Reserved].

(e) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to the appropriate lending office of such Lender resulting from each Loan made by such lending office of such Lender from time to time, including the amounts of principal and interest payable and paid to such lending office of such Lender from time to time under this Agreement.

(f) The Borrower agrees that from time to time on and after the Closing Date, upon the request to any Agent by any Lender, at the Borrower's own expense, the Borrower will execute and deliver to such Lender a Note, evidencing the Loans made by, and payable to such Lender or registered assigns in a maximum principal amount equal to such Lender's share of the outstanding principal amount of the Term Loans, Delayed Draw Term Loans or Total Delayed Draw Term Loan Commitment, as the case may be. The Borrower hereby irrevocably authorizes each Lender to make (or cause to be made) appropriate notations on the grid attached to such Lender's Note (or on any continuation of such grid), which notations, if made, shall evidence, inter alia, the date of, the outstanding principal amount of, and the interest rate and Interest Period applicable to, the Loans evidenced thereby. Such notations shall, to the extent not inconsistent with notations made by the Administrative Agent in the Register, be conclusive and binding on each Credit Party absent manifest error; provided, that the failure of any Lender to make any such notations shall not limit or otherwise affect any Obligations of any Credit Party. The Administrative Agent shall maintain the Register pursuant to Section 12.06(b)(iv), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each Loan made hereunder, whether such Loan is a Closing Date Term Loan or Delayed Draw Term Loan, the Type of each Loan made and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by any Agent from the Borrower and each Lender's share thereof. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(g) The entries made in the Register and accounts and subaccounts maintained pursuant to paragraphs (e) and (f) of this Section 2.05 shall, to the extent permitted by Applicable Law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, that the failure of any Lender or any Agent to maintain such account, such Register or such subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

SECTION 2.06 Conversions and Continuations

(a) . (a) The Borrower shall have the option on any Business Day to convert all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of Term Loans of one Type into a Borrowing or Borrowings of another Type and the Borrower shall have the option on any Business Day to continue the outstanding principal amount of any SOFR Loans as SOFR Loans, as the case may be, for an additional Interest Period; provided, that (i) no partial conversion of SOFR Loans shall reduce the outstanding principal amount of SOFR Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount, (ii) ABR Loans may not be converted into SOFR Loans if an Event of Default is in existence on the date of the proposed conversion, (iii) SOFR Loans may not be continued as SOFR Loans for an additional Interest Period in excess of one month if an Event of Default is in existence on the date of the proposed continuation and shall be converted into ABR Loans and (iv) Borrowings resulting from conversions pursuant to this Section 2.06 shall be limited in number as provided in Section 2.02. Each such conversion or continuation shall be effected by the Borrower by giving the Administrative Agent written notice prior to 10:00 a.m. at least three (3) Business Days (or one (1) Business Day in the case of a conversion into ABR Loans) (and in either case on not more than ten (10) Business Days) prior to such proposed conversion or continuation, in the form of Exhibit N-2 (each, a "***Notice of Conversion or Continuation***") specifying the Loans to be so converted or continued, the Type of Loans to be converted or continued into and, if such Loans are to be converted into or continued as SOFR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall give each Lender notice as promptly as practicable of any such proposed conversion or continuation affecting any of its Loans.

(b) If any Event of Default is in existence at the time of any proposed continuation of any SOFR Loans, such SOFR Loans shall be converted on the last day of the current Interest Period into ABR Loans. If, upon the expiration of any Interest Period in respect of SOFR Loans, the Borrower has failed to elect a new Interest Period to be applicable thereto as provided in Section 206(a), the Borrower shall be deemed to have elected to convert such Borrowing of SOFR Loans into a Borrowing of ABR Loans effective as of the expiration date of such current Interest Period.

SECTION 2.07 Pro Rata Borrowings. Each Borrowing of Closing Date Term Loans under this Agreement shall be granted by the Lenders *pro rata* on the basis of their then-applicable Term Loan Commitments. Each Borrowing of Revolving Loans under this Agreement shall be granted by the Lenders *pro rata* on the basis of their then-applicable Revolving Loan Commitments. Each Borrowing of Delayed Draw Term Loans under this Agreement shall be granted by the Lenders *pro rata* on the basis of their then-applicable Delayed Draw Term Loan Commitments. Each Borrowing of Incremental Term Loans under this Agreement shall be granted by the Lenders *pro rata* on the basis of their then-applicable Incremental Term Loan Commitments. It is understood that no Lender shall be responsible for any default by any other Lender in its obligation to make Loans hereunder and that each Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to fulfill its commitments hereunder.

SECTION 2.08 Interest. (a) The unpaid principal amount of each Term Loan that is an ABR Loan shall bear interest from the date of the Borrowing thereof at a rate per annum that shall at all times be the Applicable Margin plus the ABR in effect from time to time.

(b) The unpaid principal amount of each Term Loan that is a SOFR Loan shall bear interest from the date of the Borrowing thereof until maturity thereof at a rate per annum that shall at all times be the Applicable Margin in effect from time to time plus the relevant Adjusted Term SOFR.

(c) From and after the occurrence and during the continuance of (i) any Event of Default under Sections 10.01(a) or 10.01(h), automatically and without any notice or other action by the Administrative Agent or the Collateral Agent, or (ii) any Event of Default other than an Event of Default under Sections 10.01(a) or 10.01(h), if requested by the Administrative Agent or the Required Lenders (with notice to the Borrower thereof), the Borrower shall pay interest on the principal amount of all Loans and all other unpaid Obligations (other than Obligations due with respect to Specified Hedging Agreements), to the extent permitted by Applicable Law, at the rate described in Section 2.08(a) or Section 2.08(b), as applicable, plus two (2) percentage points (2.00%) per annum from the date of such Event of Default. All such interest shall be payable on demand and in cash.

(d) Interest on each Term Loan shall accrue from and including the date of any Borrowing to but excluding the date of any repayment or prepayment thereof and shall be payable (i) in respect of each ABR Loan, monthly in arrears on the last Business Day of each calendar month, beginning with the month ending December 31, 2022, (ii) in respect of each SOFR Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each date occurring at three-month intervals after the first day of such Interest Period, and (iii) in respect of each Term Loan, on the date of prepayment thereof (on the amount prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand.

(e) In addition to the interest rates set forth above, each Loan shall accrue interest at the PIK Rate and the PIK Amount shall be paid in kind monthly in arrears on the last Business Day of each calendar month, beginning with the month ending December 31, 2022. Any interest in respect of the Loans hereunder that is paid in kind in accordance with this clause (e) shall be capitalized and added to the outstanding principal amount of such Loans, in arrears on each interest payment date (and thereafter will accrue interest as principal) for such Loans and shall be payable as part of the outstanding principal amount of the Loans to which such amount is added.

(f) All computations of interest hereunder shall be made in accordance with Section 4.05.

(g) The Administrative Agent, upon determining the interest rate for any Borrowing of SOFR Loans, shall promptly notify the Borrower and the relevant Lenders thereof. Each such determination shall, absent clearly demonstrable error, be final and conclusive and binding on all parties hereto.

SECTION 2.09 Interest Periods. At the time the Borrower gives a Notice of Borrowing or a Notice of Conversion or Continuation in respect of the making of, or conversion into or continuation as, a Borrowing of SOFR Loans (in the case of the initial Interest Period applicable thereto) prior to 10:00 a.m. on the third (3rd) Business Day (and in any event, on not more than ten (10) Business Days' notice) prior to the expiration of an Interest Period applicable to a Borrowing of SOFR Loans, the Borrower shall have, by giving the Administrative Agent such written notice the right to elect the Interest Period applicable to such Borrowing:

(a) the initial Interest Period for any Borrowing of SOFR Loans shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of ABR Loans) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the immediately preceding Interest Period expires;

(b) if any Interest Period relating to a Borrowing of SOFR Loans begins on the last Business Day of a calendar month or begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, that if any Interest Period in respect of a SOFR Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the immediately preceding Business Day; and

(d) the Borrower shall not be entitled to elect any Interest Period in respect of any SOFR Loan if such Interest Period would extend beyond the applicable Maturity Date of such Loan.

SECTION 2.10 Increased Costs, Illegality, etc.

(a) If any Change in Law (i) imposes, modifies, or deems applicable any reserve (including any reserve imposed by the Federal Reserve Board, but excluding any reserve included in the determination of the Adjusted Term SOFR), special deposit, or similar requirement against assets of, deposits with, or for the account of, or credit extended by, any Lender; (ii) subject any Recipient to any Taxes (other than (A) indemnified Taxes and (B) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or (iii) imposes on any Lender any other condition affecting its SOFR Loans, its Note(s), or its obligation to make SOFR Loans, and the result of anything described in clauses (i), (ii) and (iii) above is to increase the cost to (or to impose a cost on) that Lender (or any SOFR office of that Lender) of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by that Lender (or its SOFR office) under this Agreement or under its Note(s) with respect thereto, then upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to the Administrative Agent), the Borrower shall pay directly to that Lender such additional amount as will compensate that Lender for that increased cost or that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

(b) If any Lender reasonably determines that any change in, or the adoption or phase-in of, any applicable law, rule, or regulation regarding capital adequacy, or any change in the interpretation or administration thereof by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or the compliance by any Lender or any Person controlling any Lender with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank, or comparable agency, has or would have the effect of reducing the rate of return on that Lender's or that controlling Person's capital as a consequence of that Lender's obligations under this Agreement to a level below that which that Lender or that controlling Person could have achieved but for that change, adoption, phase-in, or compliance (taking into consideration that Lender's or that controlling Person's policies with respect to capital adequacy) by an amount deemed by that Lender or that controlling Person to be material, then from time to time, upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to the Administrative Agent), the Borrower shall pay to that Lender such additional amount as will compensate that Lender or that controlling Person for that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

(c) The Administrative Agent shall promptly notify the other parties of the following:

(i) The Administrative Agent reasonably determines (which determination will be binding and conclusive on the Borrower) that by reason of circumstances affecting the interbank SOFR market adequate and reasonable means do not exist for ascertaining the applicable Adjusted Term SOFR; or

(ii) the Required Lenders advise the Administrative Agent that the Adjusted Term SOFR as determined by the Administrative Agent will not adequately and fairly reflect the cost to those Lenders of maintaining or funding SOFR Loans (taking into account any amount to which those Lenders may be entitled under this Section 2.10) or that the making or funding of SOFR Loans has become impracticable as a result of an event occurring after the date of this Agreement which in the opinion of those Lenders materially affects those Loans.

(d) So long as any circumstances described in a notice delivered pursuant to Section 2.10(c) continue, (i) no Lender will be required to make or convert any SOFR Loans, and (ii) each such Loan will, unless then repaid in full, automatically convert to an ABR Loan.

(e) If, after the date of this Agreement, any change in, or the adoption of any new, law or regulation, or any change in the interpretation of any applicable law or regulation by any Governmental Authority or other regulatory body charged with the administration thereof, makes it (or in the good faith judgment of any Lender causes a substantial question as to whether it is) unlawful for any Lender to make, maintain, or fund SOFR Loans, then that Lender shall promptly notify each of the other parties to this Agreement and, so long as those circumstances continue, (i) that Lender will not be required to make or convert any ABR Loan into a SOFR Loan (but that Lender shall, subject to the other terms of this Agreement, make ABR Loans concurrently with the making of or conversion of ABR Loans into SOFR Loans by the Lenders which are not so affected, in each case in an amount equal to the amount of SOFR Loans which would be made or converted into by that Lender at that time in the absence of those circumstances), and (ii) each such SOFR Loan will, unless then repaid in full, automatically convert to an ABR Loan. Each ABR Loan made by a Lender which, but for the circumstances described in the foregoing sentence, would be a SOFR Loan (an "***Affected Loan***") will remain outstanding for the Interest Period corresponding to the SOFR Loans of which that Affected Loan would be a part absent those circumstances.

(f) Determinations and statements of any Lender pursuant to this Section 2.10 will be conclusive absent demonstrable error. Lenders may use reasonable averaging and attribution methods in determining compensation under Section 2.01(a) or Section 2.10(b) and the provisions of this Section 2.10 will survive repayment of the Obligations, cancellation of any Note(s), and termination of this Agreement.

SECTION 2.11 Compensation. If (a) any payment of principal of a SOFR Loan is made by the Borrower to or for the account of a Lender other than on the last day of the Interest Period for such SOFR Loan as a result of a payment or conversion pursuant to Sections 2.05, 2.06, 2.10, 4.01 or 4.02, as a result of acceleration of the maturity of the Loans pursuant to Article X or for any other reason, (b) any Borrowing of SOFR Loans is not made as a result of a withdrawn Notice of Borrowing (except with respect to a revocation as provided in Section 2.10), (c) any ABR Loan is not converted into a SOFR Loan as a result of a withdrawn Notice of Conversion or Continuation, (d) any SOFR Loan is not continued as a SOFR Loan as a result of a withdrawn Notice of Conversion or Continuation or (e) any prepayment of principal of a SOFR Loan is not made as a result of a withdrawn notice of prepayment pursuant to Sections 4.01 or 4.02, the Borrower shall, after receipt of a written request by such Lender (which request shall set forth in reasonable detail the basis for requesting such amount), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that such Lender may reasonably incur as a result of such payment, failure to convert, failure to continue, failure to prepay, reduction or failure to reduce, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such SOFR Loan.

SECTION 2.12 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Sections 2.10(a)(ii), 2.10(a)(iii), 2.10(b) or 4.04 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to (i) designate or assign its rights and transfer its obligations hereunder to another lending office, branch or affiliate for any Loans affected by such event or (ii) file any certificate or document reasonably requested in writing by the Borrower; provided, that such designation is made on such terms that such Lender and its lending office suffer no economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of any such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrower or the right of any Lender provided in Sections 2.10 or 4.04.

SECTION 2.13 Notice of Certain Costs. Notwithstanding anything in this Agreement to the contrary, to the extent any notice required by Sections 2.10, 2.11 or 4.04 is given by any Lender more than one hundred eighty (180) days after such Lender has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the additional cost, reduction in amounts, loss, Tax or other additional amounts described in such Sections, such Lender shall not be entitled to compensation under Sections 2.10, 2.11 or 4.04, as the case may be, for any such amounts incurred or accruing prior to the giving of such notice to the Borrower.

SECTION 2.14 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.01.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 4.02(c) or Article X or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 12.09), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy such Defaulting Lender's potential future funding with respect to Loans under this Agreement; fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and sixth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.14(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender shall not be entitled to receive any Fees set forth in Section 3.01(a) or Section 3.01(b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such Fees that otherwise would have been required to have been paid to that Defaulting Lender).

(iv) Responsibility. The failure of any Defaulting Lender to make any Delayed Draw Term Loan or Revolving Loan, or to fund any purchase of any participation to be made or funded by it, or to make any payment required by it under any Credit Document on the date specified therefor shall not relieve any other Lender of its obligations to make such loan, fund the purchase of any such participation, or make any other such required payment on such date, and neither Agent nor, other than as expressly set forth herein, any other Lender shall be responsible for the failure of any Defaulting Lender to make a loan, fund the purchase of a participation or make any other required payment under any Credit Document.

(b) Defaulting Lender Cure. Once the Defaulting Lender has cured such default in a manner reasonably satisfactory to the Administrative Agent and the Borrower, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held on a pro rata basis by the Lenders, whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to a Lender that is not a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

SECTION 2.15 Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Credit Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.15(a) will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.15(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.15, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.15.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

ARTICLE III
Fees and Commitment Terminations

SECTION 3.01 Fees.

(a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender having a Revolving Loan Commitment in accordance with their respective Revolving Loan Commitment Percentages, as applicable, a commitment fee (the "***Revolving Loan Commitment Fee***") calculated at the rate of one half of one percent (0.50%) per annum on the average daily Revolving Loan Availability during each calendar quarter or portion thereof from the Closing Date to the Maturity Date. The Revolving Loan Commitment Fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter and on the Maturity Date or any earlier date on which the Revolving Loan Commitments shall terminate. For the avoidance of doubt, following the Second Amendment Effective Date, no Revolving Loan Commitment Fee shall be paid.

(b) The Borrower agrees to pay to the Administrative Agent for the account of each Lender having a Delayed Draw Term Loan Commitment in accordance with their respective Delayed Draw Term Loan Commitment Percentages, as applicable, a commitment fee (the "***Delayed Draw Term Loan Commitment Fee***") calculated at the rate of one half of one percent (0.50%) per annum on the average daily Delayed Draw Term Loan Commitment during each calendar quarter or portion thereof from the Closing Date to the Delayed Draw Term Loan Termination Date. The Delayed Draw Term Loan Commitment Fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter and on the Delayed Draw Term Loan Termination Date or any earlier date on which the Delayed Draw Term Loan Commitments shall terminate.

(c) The Borrower agrees to pay to the Administrative Agent, all the Fees set forth in the Fee Letter at the times and in the amounts specified therein.

SECTION 3.02 Mandatory Termination of Commitments.

(a) The Total Term Loan Commitment shall terminate upon the closing of the Transactions on the Closing Date.

(b) Any remaining Total Delayed Draw Term Loan Commitment shall terminate at 5:00 P.M on the Delayed Draw Term Loan Termination Date.

(c) The Revolving Loan Commitment shall terminate on the Maturity Date.

ARTICLE IV
Payments

SECTION 4.01 Voluntary Prepayments and Optional Commitment Reductions.

(a) The Borrower shall have the right to voluntarily prepay Term Loans in whole or in part from time to time.

(b) Upon the giving of a notice of prepayment, the principal amount of Loans specified to be prepaid shall become due and payable on the date specified for such prepayment on the following terms and conditions: (i) the Borrower, shall give the Agents written notice of (A) its intent to make such prepayment, (B) the amount of such prepayment and (C) in the case of SOFR Loans, the specific Borrowing(s) pursuant to which made, no later than (x) in the case of SOFR Loans, 1:00 p.m. three (3) Business Days prior to, and (y) in the case of ABR Loans, 1:00 p.m. one (1) Business Day prior to the date of such prepayment, and such notice shall promptly be transmitted by the Administrative Agent to each of the relevant Lenders, as the case may be; (ii) each partial prepayment of any Term Loans shall be in a multiple of $250,000 and in an aggregate principal amount of at least $500,000; provided, that no partial prepayment of SOFR Loans made pursuant to a single Borrowing shall reduce the outstanding SOFR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount for SOFR Loans; and (iii) any prepayment of SOFR Loans pursuant to this Section 4.01 on any day other than the last day of an Interest Period applicable thereto shall be subject to compliance by the Borrower with the applicable provisions of Section 2.11. Each prepayment in respect of any tranche of Term Loans pursuant to this Section 4.01 shall be applied as directed by the Borrower (and absent any such direction, in direction order of maturity of the remaining scheduled amortization payments of the Term Loans).

(c) The Borrower may at any time upon at least three (3) Business Days' (or such shorter period as is acceptable to the Administrative Agent) prior written notice to the Administrative Agent permanently reduce the Total Delayed Draw Term Loan Commitment or the Total Revolving Loan Commitment, without premium or penalty; provided, that such reductions shall be in an amount greater than or equal to $1,000,000. Except as otherwise permitted hereunder (including pursuant to Sections 2.14, 12.06 or 12.07(b)), all reductions of the Total Delayed Draw Term Loan Commitment and Revolving Loan Commitment shall be allocated pro rata among all Lenders with a Delayed Draw Term Loan Commitment or Revolving Loan Commitment, as applicable.

SECTION 4.02 Mandatory Prepayments and Commitment Reductions.

(a) Loan Prepayments.

(i) No later than five (5) Business Days after the incurrence of any Indebtedness by any Credit Party or any of their respective Subsidiaries (other than Indebtedness permitted under Section 9.01), the Borrower shall prepay the Loans in an amount equal to one hundred percent (100%) of such Net Debt Proceeds to be applied as set forth in Section 4.02(a)(vii). Nothing in this Section 4.02(a)(i) shall be construed to permit or waive any Default or Event of Default arising from any incurrence of Indebtedness not permitted under the terms of this Agreement.

(ii) No later than five (5) Business Days after the receipt by any Credit Party or any of their respective Subsidiaries of any proceeds from any Disposition "(other than any Disposition permitted under Section 9.04(a), Section 9.04(b), Section 9.04(d), Section 9.04(e) or Section 9.04(h)), the Borrower shall prepay the Term Loans in an amount equal to one hundred percent (100%) of the Net Disposition Proceeds from such Disposition, only to the extent the aggregate amount of such Net Disposition Proceeds in any fiscal year exceeds $250,000 in the aggregate, to be applied as set forth in Section 4.02(a)(vii); provided, that the Borrower or its Subsidiaries (as applicable) may, at their option by notice in writing to the Agents on or prior to the fifth (5^{th}) Business Day after the occurrence of the Disposition giving rise to such Net Disposition Proceeds, (x) within 90 days after such event, enter into a definitive agreement for the purchase of assets which are used or useful in the business of the Borrower or its Subsidiaries (as applicable) and (y) within 180 days after such event, consummate the purchase of such assets with such Net Disposition Proceeds so long as no Default or Event of Default shall have occurred and be continuing, in each case as certified by the Borrower in writing to the Agents at the time of entering into a binding contract to reinvest such Net Disposition Proceeds. Nothing in this Section 4.02(a)(ii) shall be construed to permit or waive any Default or Event of Default arising from any Disposition not permitted under the terms of this Agreement.

(iii) No later than five (5) Business Days after the receipt by any Credit Party or any of their respective Subsidiaries of any proceeds from any Casualty Event, the Borrower shall prepay the Term Loans in an amount equal to one hundred percent (100%) of such Net Casualty Proceeds, only to the extent the aggregate amount of such Net Casualty Proceeds in any fiscal year exceeds $250,000 in the aggregate, to be applied as set forth in Section 4.02(a)(vii); provided, that the Borrower may, at its option by notice in writing to the Agents no later than five (5) Business Days after receipt of such Net Casualty Proceeds, reinvest such Net Casualty Proceeds in assets that are used or useful in the business of the Borrower or its Subsidiaries (as applicable) so long as (x) Borrower or such Subsidiary shall have entered into a definitive agreement for the purchase of assets or property within 90 days following the receipt of such Net Casualty Proceeds and (y) within 180 days after such event, consummate the purchase of such assets, with the amount of Net Casualty Proceeds unused after such period to be applied as set forth in Section 4.02(a)(vii). Nothing in this Section 4.02(a)(iii) shall be construed to permit or waive any Default or Event of Default arising from, directly or indirectly, any Casualty Event.

(iv) [Reserved].

(v) [Reserved].

(vi) Immediately upon any acceleration of the Maturity Date of any Loans pursuant to Section 10.02, the Borrower shall repay all the Loans, unless only a portion of all the Loans is so accelerated (in which case the portion so accelerated shall be so repaid).

(vii) Amounts to be applied in connection with prepayments made pursuant to Section 4.02 shall be applied, first, to the prepayment of the Term Loans on a pro rata basis, second to the prepayment of the Revolving Loans on a pro rata basis, and third, to the prepayment of any other outstanding Obligations (other than Obligations under Specified Hedging Agreements to the extent cash collateralized or backstopped in a manner reasonably satisfactory to the applicable Qualified Counterparty). Each prepayment of the Loans under Section 4.02 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(viii) The Borrower shall provide five (5) Business Days' prior written notice to the Administrative Agent of any mandatory prepayment under this Section 4.02, which shall notice shall (A) be in writing, (B) specify the amount of the prepayment, and (C) set forth the subsection of this Section 4.02 pursuant to which such prepayment is made.

(b) Application to Term Loans. With respect to each prepayment of Term Loans elected by the Borrower pursuant to Section 4.01(b) the Borrower may designate the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made and such prepayments will be applied to the remaining installments in the inverse order of maturity; provided, that the Borrower pay any amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of SOFR Loans made on any date other than the last day of the applicable Interest Period. In the absence of a designation by the Borrower as described in the preceding sentence, the Collateral Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11. With respect to each prepayment of such Loans required by Section 4.02 such payments will be applied pro rata to the outstanding Term Loans, and such prepayments will be applied to the remaining installments in the inverse order of maturity; provided, that the Borrower pay any amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of SOFR Loans made on any date other than the last day of the applicable Interest Period. Each such prepayment shall be accompanied by all accrued interest on the Loans so prepaid, through the date of such prepayment.

(c) Revolving Loan Prepayments. The Borrower shall immediately prepay the Revolving Loans at any time when the aggregate principal amount of all Revolving Loans exceeds the Total Revolving Loan Commitments, to the full extent of any such excess.

(d) Application of Collateral Proceeds. Notwithstanding anything to the contrary in Section 4.01 or this Section 4.02, all proceeds of Collateral received by any Collateral Agent pursuant to the exercise of remedies against the Collateral, and all payments received upon and after the acceleration of any of the Obligations shall be, subject to the provisions of Section 2.14, applied as set forth in this clause (d), as follows (subject to adjustments pursuant to any agreements entered into among the Lenders):

(i) first, to pay any costs and expenses of the Agents and fees then due to the Agents under the Credit Documents, and any indemnities then due to any Agent under the Credit Documents, until paid in full,

(ii) second, to pay any fees or premiums then due to any of the Lenders under the Credit Documents until paid in full,

(iii) third, ratably to pay any costs or expense reimbursements of Lenders and indemnities then due to any of the Lenders under the Credit Documents until paid in full,

(iv) fourth, ratably to pay interest due in respect of the outstanding Loans until paid in full,

(v) fifth, ratably to pay the outstanding principal balance of the Loans until the Loans are paid in full,

(vi) sixth, to pay any other Obligations (including any Hedging Obligations under Specified Hedging Agreements), and

(vii) seventh, to the Borrower or such other Person entitled thereto under Applicable Law.

SECTION 4.03 Payment of Obligations; Method and Place of Payment. (a) The obligations of the Borrower hereunder and under each other Credit Document are not subject to counterclaim, set-off, rights of rescission, or any other defense. Subject to Section 4.04, and except as otherwise specifically provided herein, all payments under this Agreement shall be made by the Borrower, without set-off, rights of rescission, counterclaim or deduction of any kind, to the Administrative Agent for the ratable account of the Secured Parties entitled thereto not later than 2:00 p.m. on the date when due and shall be made in immediately available funds in Dollars to the Administrative Agent, and any amounts received after such time on such date may, in Administrative Agent's sole discretion, be deemed received on such date for purposes of determining whether an Event of Default has occurred (provided, that such amounts shall be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon). The Administrative Agent will thereafter cause to be distributed on the same day (if payment was actually received by the Administrative Agent prior to 2:00 p.m., on such day) like funds relating to the payment of principal or interest or Fees ratably to the Secured Parties entitled thereto.

(b) For purposes of computing interest or fees, any payments under this Agreement that are made later than 2:00 p.m., may, in Administrative Agent's sole discretion, be deemed to have been made on the next succeeding Business Day. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall continue to accrue during such extension at the applicable rate in effect immediately prior to such extension.

SECTION 4.04 Net Payments

. (a) Subject to the following sentence, all payments made by or on behalf of the Borrower or any other Credit Party under this Agreement or any other Credit Document shall be made free and clear of, and without deduction or withholding for or on account of, any current or future Taxes (including Other Taxes) other than Excluded Taxes ("***Non-Excluded Taxes***"). If any such Non-Excluded Taxes are required to be withheld from any amounts payable under this Agreement, the Credit Party shall increase the amounts payable to such Agent or such Lender to the extent necessary to yield to such Agent or such Lender (after payment of all Non-Excluded Taxes, including any such Non-Excluded Taxes imposed on additional amounts payable hereunder) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement. Whenever any Non-Excluded Taxes are paid by a Credit Party, as soon as practicable thereafter, such Credit Party shall send to the Administrative Agent for its own account or for the account of such Secured Party, as the case may be, a certified copy of an original official receipt (or other evidence acceptable to such Lender, acting reasonably) received by such Credit Party showing payment thereof. If such Credit Party fails to pay any Non-Excluded Taxes when due to the appropriate taxing authority, such Credit Party shall indemnify the Agents and the Lenders for any such Non-Excluded Taxes plus any incremental taxes, interest, costs or penalties that are paid by any Agent or any Lender as a result of any such failure. In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law. The agreements in this Section 4.04(a) shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Non-Excluded Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Non-Excluded Taxes and without limiting the obligation of the Borrower to do so), (ii) any Non-Excluded Taxes attributable to such Lender's failure to comply with the provisions of Section 12.06(c)(ii) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (a).

(b) Each Secured Party that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Credit Document shall deliver to the Borrower and Administrative Agent, at the time or times reasonably requested by the Borrower or Administrative Agent, such properly completed and executed documentation and such other reasonably requested information by the Borrower and Administrative Agent as will permit the Borrower and Administrative Agent or the relevant Lender, as the case may be, to determine (A) whether or not payments made hereunder or under any other Credit Document are subject to withholding Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Secured Party's entitlement to any available exemption from, or reduction of, applicable withholding Taxes in respect of all payments to be made to such Secured Party pursuant to the Credit Documents or otherwise to establish such Secured Party's status for withholding Tax purposes in the applicable jurisdiction. In addition, any Secured Party, if reasonably requested by the Borrower or Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Secured Party is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 4.04(b)(i), (ii), (iii) and (iv)) shall not be required if in the Secured Party's reasonable judgment such completion, execution or submission would subject such Secured Party to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Secured Party. Without limiting the generality of the foregoing:

(i) Each Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(ii) Each Lender that is not organized under the laws of the United States of America or any state thereof (a "***Non-U.S. Lender***") shall deliver to the Borrower and the Administrative Agent two (2) copies of either (A) in the case of Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", United States Internal Revenue Service Form W-8BEN or W-8BEN-E (together with a certificate representing that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower and is not a controlled foreign corporation related to the Borrower (within the meaning of Section 864(d)(4) of the Code)), or (B) Internal Revenue Service Form W-8BEN or W-8BEN-E, Form W-8IMY (including any attachments thereto) or Form W-8ECI, in each case properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or reduced rate of, U.S. federal withholding tax on payments by the Borrower under this Agreement;

(iii) Each Lender shall:

(A) deliver to the Borrower and the Administrative Agent two (2) further copies of any such form or certification (or any applicable successor form) promptly upon the obsolescence or invalidity of any form previously delivered by such. Lender pursuant to clauses (i) or (ii) above;

(B) obtain such extensions of time for filing and complete such forms or certifications as may reasonably be requested by the Borrower or the Administrative Agent, unless in any such case any change in Applicable Laws has occurred prior to the date on which any such delivery would otherwise be required that renders any such form inapplicable or would prevent such Lender from duly completing and delivering any such form with respect to it and such Lender so advises the Borrower and the Administrative Agent, in which case such Lender shall not be required to provide any form under subparagraphs (i) or (ii) above. Each Person that shall become a Participant pursuant to Section 12.06 or a Lender pursuant to Section 12.06 shall, upon the effectiveness of the related transfer, be required to provide all the forms and statements required pursuant to this Section 4.04(b); provided, that in the case of a Participant such Participant shall furnish all such required forms and statements to the Lender from which the related participation shall have been purchased. Notwithstanding any other provision of this paragraph (iii), a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver or that would, in the Lender's reasonable judgment, subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender; and

(iv) if a payment made any Lender by or on account of any Obligation or Credit Documents of Borrower hereunder would be subject to withholding tax imposed under FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent (i) a certification signed by the chief financial officer, principal accounting officer, treasurer or controller and (ii) other documentation reasonably requested by the Borrower or the Administrative Agent sufficient for the Administrative Agent or the Borrower to comply with their obligations under FATCA to determine if such Lender is exempt from withholding under FATCA and to determine the amount to deduct and withhold under FATCA. Solely for the purposes of this clause (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(c) If any Lender or any Agent determines, in its sole discretion, that it has received a refund of a Tax for which an additional payment has been made by the Borrower pursuant to this Section 4.04 or Section 12.05 of this Agreement, then such Lender or such Agent, as the case may be, shall reimburse the applicable Borrower for such amount (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section 4.04 and Section 12.05 with respect to the Tax giving rise to such refund), net of all reasonable and documented out-of-pocket expenses of such Agent or such Lender (including any Taxes imposed on the receipt of such refund) and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Borrower, upon the request of such Agent or such Lender, agrees to repay the amount paid over to such Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (c), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to such Borrower or any other Person.

(d) Each party's obligations under this Section 4.04 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

SECTION 4.05 Computations of Interest and Fees

. (a) All interest and fees shall be computed (i) in the case of ABR Loans on the basis of a 365-day or 366-day year, as the case may be, and (ii) in the case of SOFR Loans, on the basis of a 360-day year, in each case for the actual number of days (including the first day but excluding the last day) occurring during the period for which such interest or fee is payable. Payments due on a day that is not a Business Day shall (except as otherwise required by Section 2.09(c)) be made on the next succeeding Business Day and such extension of time shall be included in computing interest and fees in connection with that payment.

(b) Fees shall be calculated on the basis of a 360-day year for the actual days elapsed.

SECTION 4.06 [Reserved]

ARTICLE V
Conditions Precedent to Initial Credit Extension

The occurrence of the initial Credit Extension is subject to the satisfaction or waiver of the following conditions precedent on or before the Closing Date:

SECTION 5.01 Credit Documents.

The Agents shall have received the following documents, duly executed by an Authorized Officer of each Credit Party and each other relevant party (other than as set forth in Section 6.02):

(a) this Agreement;

(b) the Fee Letter;

(c) the Guarantee Agreement;

(d) the IPSoft Guarantee Agreement

(e) the Notice of Borrowing;

(f) the Security Pledge Agreement; and

(g) the Perfection Certificate.

SECTION 5.02 Collateral.

(a) All documents and instruments required to create and perfect the Collateral Agent's perfected first priority security interests in the Collateral shall have been executed and delivered and if applicable, be in proper form for filing; and

(b) the Agents shall have received (i) customary executed payoff letters reflecting repayment of the Existing Loans, (ii) evidence satisfactory to the Collateral Agent that the documents necessary to effectuate the release of the Liens with respect to the Existing Loans have been provided prior to or substantially simultaneously with the initial Credit Extensions hereunder, and (iii) evidence satisfactory to the Administrative Agent that no Indebtedness not permitted hereunder will remain outstanding after the initial Credit Extensions hereunder and no noteholders remain on the balance sheet or Topco and its Subsidiaries.

SECTION 5.03 Legal Opinion. The Agents shall have received an executed legal opinion of DLA Piper, counsel to the Credit Parties, addressed to the Agents and the Lenders and in form and substance reasonably satisfactory to the Agents.

SECTION 5.04 Secretary's Certificates. The Agents shall have received a certificate for each Credit Party, dated the Closing Date, duly executed and delivered by such Credit Party's secretary or assistant secretary, managing member or general partner, as applicable, as to:

(a) resolutions of each such Person's board of managers/directors (or other managing body, in the case of a Person that is not a corporation) then in full force and effect expressly and specifically authorizing, to the extent relevant, all aspects of the Credit Documents applicable to such Person and the execution, delivery and performance of each Credit Document, in each case, to be executed by such Person;

(b) the incumbency and signatures of its Authorized Officers and any other of its officers, managing member or general partner, as applicable, authorized to act with respect to each Credit Document to be executed by such Person; and

(c) each such Person's Organization Documents, as amended, modified or supplemented as of Closing Date, and corporate good standing certificates, each certified within a recent date prior to the Closing Date, by the appropriate officer or official body of the jurisdiction of organization of such Person, which certificate shall indicate that such Person is in good standing in such jurisdiction.

SECTION 5.05 Solvency Certificate. The Agents shall have received a Solvency Certificate of a financial officer or other Authorized Officer of Topco, on behalf of the Credit Parties, in form reasonably satisfactory to the Agents confirming that the Credit Parties and their Subsidiaries, taken as a whole, immediately after giving effect to the making of the Loans on the Closing Date and the other Transactions are Solvent.

SECTION 5.06 Financial Information. The Agents shall have received the following documents and reports (each in form and substance reasonably satisfactory to the Agents):

(a) the Historical Financial Statements;

(b) [reserved]; and

(c) a pro forma consolidated balance sheet of Holdings and its Subsidiaries as of September 30, 2022, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date, each prepared in good faith by Holdings in accordance with generally accepted accounting principles in the United States.

SECTION 5.07 Insurance. The Collateral Agent shall have received (x) a certificate of insurance with respect to each insurance policy required by Section 8.03 and (y) endorsements to the Credit Parties' liability and property insurance policies naming the Collateral Agent as an additional insured or lender's loss payee, as applicable, thereunder in accordance with the requirements of Section 8.03.

SECTION 5.08 Lien Searches. The Collateral Agent shall have received customary lien searches (including intellectual property searches) with respect to the Credit Parties indicating no Liens other than Liens permitted under Section 9.02 (or liens with respect to Existing Loans to be repaid on the Closing Date).

SECTION 5.09 Material Adverse Effect. Since December 31, 2023, there has not been any event or series of events which has had a Material Adverse Effect.

SECTION 5.10 Equity Transactions.

(a) [Reserved].

(b) The Administrative Agent shall have received true, correct and complete copies of the documents evidencing the transactions referenced in Section 5.10(a).

(c) [Reserved].

SECTION 5.11 [Reserved].

SECTION 5.12 Diligence.

(a) The Administrative Agent shall have reviewed and been satisfied with all of the Credit Parties' material contractual obligations.

(b) The Administrative Agent shall have completed to its satisfaction all legal, regulatory and business due diligence (including review of historical, current, interim and projected financial statements) by Lender. Such due diligence shall include, without limitation, completion with satisfactory results in the Administrative Agent's reasonable discretion of each of the following: (i) site visits and (ii) meetings with certain key management.

(c) The Administrative Agent shall have received to its satisfaction background checks on certain key management and shareholders of Borrower.

(d) The Administrative Agent shall have received evidence satisfactory to the Administrative Agent that no Credit Party or their Subsidiaries have any outstanding tax liabilities on the Closing Date.

(e) The Administrative Agent shall have received evidence satisfactory to the Administrative Agent that key management and certain shareholders will have entered into customary agreements containing terms and conditions acceptable to the Administrative Agent including among other things, non-competition, non-solicitation and confidentiality provisions.

SECTION 5.13 Reorganization. The Administrative Agent shall have received the documents evidencing completion and approval of the Reorganization and shall have been satisfied that the Reorganization has been completed.

SECTION 5.14 Fees and Expenses. Concurrently with the initial funding under this Agreement, the Administrative Agent and each Lender shall have received, for its own respective account, (a) all fees and out-of-pocket expenses due and payable to such Person under the Fee Letter, and (b) the reasonable fees, costs and out-of-pocket expenses due and payable to such Person pursuant to Sections 3.01 and 12.05 (including the reasonable fees, disbursements and other charges of counsel) for which invoices have been presented at least two (2) Business Days prior to the Closing Date.

SECTION 5.15 Patriot Act Compliance and Reference Checks.

(a) The Administrative Agent shall have received all documentation and information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, at least five (5) days prior to the Closing Date to the extent requested by the Collateral Agent at least ten (10) days prior to the Closing Date, including, without limitation, duly executed IRS Form W-9 for each of the Credit Parties.

(b) To the extent a Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Administrative Agent shall have received such Beneficial Ownership Certification at least three (3) Business Days prior to the Closing Date.

ARTICLE VI
Additional Conditions Precedent

SECTION 6.01 Conditions Precedent to all Credit Extensions.

(a) No Default; Representations and Warranties; Pro-forma Compliance. The agreement of each Lender to make any Loan requested to be made by it on any date (for the avoidance of doubt, other than a conversion of Loans to another Type or the continuation of SOFR Loans) on any date is subject to the satisfaction or waiver of the following conditions precedent that at the time of each such Credit Extension and also immediately after giving effect thereto: (i) no Default or Event of Default shall have occurred and be continuing, (ii) all representations and warranties made by each Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects (without duplication of materiality qualifiers); in each case, with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date) and (iii) with respect to each borrowing of a Delayed Draw Term Loan and/or a Revolving Loan, as of the last day of the most recent fiscal quarter for which financial statements have been delivered (or were required to be delivered) pursuant to Section 8.01, the Borrower shall be in compliance with the Financial Performance Covenant on a Pro Forma Basis,. The acceptance of the benefits of each Credit Extension shall constitute a representation and warranty by each Credit Party to each of the Lenders that all the applicable conditions specified above exist as of that time.

Each Credit Extension shall be deemed to constitute a representation and warranty by the Borrower and Topco on the date of such Credit Extension as to the applicable matters specified in paragraph (a) of this Section 6.01.

(b) Notice of Borrowing. Prior to the making of each Term Loan and each Administrative Agent shall have received a Notice of Borrowing (whether in writing or by telephone) meeting the requirements of Section 2.03.

Solely for purposes of determining whether the conditions set forth in Article V and this Section 6.01 have been satisfied in respect of the initial Credit Extensions made on the Closing Date, the Agents and each Lender party hereto shall be deemed to have consented to, approved, accepted or be reasonably satisfied with any document delivered prior to such Credit Extension or other matter (in each case, for which such consent, approval, acceptance or satisfaction is expressly required by Article V or Section 6.01, as applicable) by releasing its signature page to this Agreement.

SECTION 6.02 Post-Closing Covenant. The Borrower has informed the Administrative Agent and the Lenders that certain items required to be delivered to the Administrative Agent or otherwise satisfied as conditions precedent to the effectiveness of this Agreement, or a covenant to be performed after the Closing Date, will not be delivered to Administrative Agent as of the date hereof. As an accommodation to the Borrower, the Administrative Agent and the Lenders have agreed to make the Loans available under this Agreement on the Closing Date, notwithstanding that such conditions to closing and required covenants have not been satisfied (but subject to the other terms and conditions set forth in this Agreement). In consideration of such accommodation, the Borrower hereby agrees to take each of the actions described on Schedule 6.02 attached hereto, in each case in the manner and by the dates set forth thereon, or such later dates as may be agreed to by Administrative Agent, in its sole discretion.

ARTICLE VII
Representations, Warranties and Agreements

In order to induce the Lenders to enter into this Agreement and make the Loans as provided for herein, the Credit Parties make each of the following representations and warranties, and agreements with, the Lenders and the Agents on the Second Amendment Effective Date and on the date of each Notice of Borrowing and as otherwise specified in this Agreement or any other Credit Document:

SECTION 7.01 Corporate Status. Each Credit Party (a) is a duly organized or formed and validly existing corporation or other registered entity in good standing (to the extent such concept is applicable) under the laws of the jurisdiction of its organization and has the requisite corporate or other organizational power and authority to own its property and assets and to transact the business in which it is engaged and (b) has duly qualified and is authorized to do business and is in good standing (to the extent such concept is applicable) in all jurisdictions where it does business or owns assets except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

SECTION 7.02 Corporate Power and Authority. Each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Credit Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. Each Credit Party has duly executed and delivered the Credit Documents and all such documents constitute the legal, valid and binding obligation of such Credit Party enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law).

SECTION 7.03 No Violation. None of (a) the execution, delivery and performance by any Credit Party of the Credit Documents to which it is a party and compliance with the terms and provisions thereof, (b) the consummation of the Transactions, or (c) the consummation of the other transactions contemplated hereby or thereby on the relevant dates therefor will (i) contravene any applicable provision of any Applicable Law of any Governmental Authority, (ii) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of any Credit Party (other than Liens created under the Credit Documents) pursuant to, (A) the terms of any indenture, loan agreement, lease agreement, mortgage or deed of trust, or (B) any other Contractual Obligation, in the case of either clause (A) and (B) to which any Credit Party is a party or by which it or any of its property or assets is bound or (iii) violate any provision of the Organization Documents of any Credit Party, except with respect to any conflict, breach or contravention or default (but not creation of Liens) referred to in clauses (i), (ii)(A) or (ii)(B), to the extent that such conflict, breach, contravention or default could not reasonably be expected to have a Material Adverse Effect.

SECTION 7.04 Litigation, Labor Controversies, etc. There is no pending or, to the knowledge of any Credit Party, threatened in writing, (x) litigation, action or proceeding, (y) unfair labor practice complaint before the National Labor Relations Board, grievance or arbitration proceeding arising out of or under any collective bargaining agreement, or (z) strikes, lockouts or slowdowns, in each case, against the Credit Parties or any of their respective Subsidiaries or against any of their businesses, operations or properties (a) except as set forth in Schedule 7.04, that could reasonably be expected to have a Material Adverse Effect, or (b) which purports to affect the legality, validity or enforceability of any Credit Document or the Transaction.

SECTION 7.05 Use of Proceeds; Regulations U and X. The proceeds of the Loans are intended to be and shall be used solely for the purposes set forth in and permitted by Section 8.12. No Credit Party is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U), and no proceeds of any Credit Extension will be used to purchase or carry margin stock or otherwise for a purpose which violates, or would be inconsistent with Regulation U or Regulation X.

SECTION 7.06 Approvals, Consents, etc. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other Person, and no consent or approval under any material contract or instrument (other than (a) those that have been duly obtained or made and which are in full force and effect, or if not obtained or made, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (b) the filing of UCC financing statements and other equivalent filings for foreign jurisdictions and (c) for Intellectual Property registered or issued in the United States that is Collateral, filings in the United States Patent and Trademark Office and United States Copyright Office) is required for the consummation of the Transactions or the due execution, delivery or performance by any Credit Party of any Credit Document to which it is a party; provided, however, the foregoing does not apply to Intellectual Property that is Collateral arising under the laws of any jurisdiction outside of the United States. There does not exist any judgment, order, injunction or other restraint issued or, to the knowledge of any Credit Party, filed with respect to the transactions contemplated by the Credit Documents, the consummation of the Transactions, the making of any Credit Extension or the performance by the Credit Parties or any of their respective Subsidiaries of their Obligations under the Credit Documents.

SECTION 7.07 Investment Company Act. No Credit Party is, or will be after giving effect to the Transactions and the transactions contemplated under the Credit Documents, an “investment company”, within the meaning of the Investment Company Act of 1940.

SECTION 7.08 Accuracy of Information. None of the factual written information and data (taken as a whole and excluding any projections, estimates and other forward-looking statements and general economic and industry information) at any time furnished by any Credit Party, any of their respective Subsidiaries or any of their respective authorized representatives in writing to any Agent or any Lender (including all factual information contained in the Credit Documents) for purposes of or in connection with this Agreement or any of the Transactions contains any untrue statement of a material fact or omits to state any material fact necessary to make such information and data (taken as a whole) not materially misleading, in each case, at the time such information was provided in light of the circumstances under which such information or data was furnished; provided, that to the extent such information, report, financial statement, or other factual information or data was based upon or constitutes a forecast or projection or other forward looking information (including the Closing Date Projections), each of the Credit Parties represents only that it acted in good faith and utilized assumptions believed by it to be reasonable at the time such forecasts, projections or information was made available to any Agent or any Lender. Agents and Lenders acknowledge that such forecasts, projections and other forward looking information are not to be viewed as facts and are not a guarantee of financial performance, are subject to significant uncertainties and contingencies, which may be beyond the control of the Credit Parties, that no assurance is given by any Credit Party that the results forecasted in any such projections will be realized, and that actual results covered by such forecasts, projections and other forward looking information may differ from the projected results and that such differences may be material. As of the Second Amendment Effective Date, the information included in each Beneficial Ownership Certification provided on or prior to the Second Amendment Effective Date in connection with this Agreement is true and correct in all respects.

SECTION 7.09 Financial Condition; Financial Statements. The Historical Financial Statements present fairly in all material respects the financial position and results of operations of IPSoft LLC and its Subsidiaries, at the respective dates of such information and for the respective periods covered thereby, subject in the case of unaudited financial information, to changes resulting from normal year end audit adjustments, the absence of footnotes and compliance with purchase accounting rules and requirements. The Historical Financial Statements, the and all of the balance sheets, all statements of income and of cash flow and all other financial information furnished pursuant to Section 8.01 that is required to be prepared in accordance with GAAP have been and will for all periods following the Second Amendment Effective Date be prepared in accordance with GAAP consistently applied throughout the period covered thereby. All of the financial information described in the immediately preceding sentence will, when furnished, present fairly in all material respects the financial position and results of operations of Topco and its Subsidiaries, at the respective dates of such information and for the respective periods covered thereby, subject in the case of unaudited financial information, to changes resulting from normal year end audit adjustments, the absence of footnotes and compliance with purchase accounting rules and requirements.

SECTION 7.10 Tax Returns and Payments. Each Credit Party has filed all applicable federal income and all other material Tax returns, domestic and foreign, required to be filed by them and has paid all material Taxes and assessments payable by them that have become due and payable, other than those not yet delinquent or contested in good faith by appropriate proceedings with respect to which such Credit Party has maintained adequate reserves in accordance with GAAP. Each Credit Party and its Subsidiaries has paid, or has provided adequate reserves (in the good faith judgment of the management of the Credit Parties) in accordance with GAAP for the payment of, all applicable federal income and material state and foreign income Taxes applicable for all prior fiscal years and for the current fiscal year. No Tax Lien has been filed, and, to the knowledge of any Credit Party, no material claim is being asserted, with respect to any such Tax (other than in respect of Taxes not yet due and payable or that are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established on its books).

SECTION 7.11 Compliance with ERISA. (i) Each Plan is in material compliance with ERISA, the Code and any Applicable Law; (ii) no Reportable Event has occurred (or is reasonably likely to occur) with respect to any Plan; (iii) no Multiemployer Plan is insolvent or in endangered or critical status within the meaning of Section 432 of the Code or 4245 of Title IV of ERISA, as applicable (or is reasonably likely to be insolvent), and no written notice of any such insolvency has been given to any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate; (iv) no Plan is, or is reasonably expected to be, in "at risk" status (as defined in Section 430 of the Code or Section 303 of ERISA); (v) no Plan has failed to satisfy the minimum funding standard of Section 412 of the Code or Section 302 of ERISA (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) (or is reasonably likely to do so); (vi) no failure to make any required installment under Section 430(j) of the Code with respect to any Plan or any failure of a Credit Party, any of their respective Subsidiaries or any ERISA Affiliate to make any required contribution to a Multiemployer Plan when due has occurred; (vii) none of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate has incurred (or is reasonably expected to incur) any liability to or on account of a Plan or a Multiemployer Plan pursuant to Section 4062, 4063, 4064, 4069, 4201, 4204, or 4205 of ERISA or has been notified in writing that it will incur any liability under any of the foregoing Sections with respect to any Plan or Multiemployer Plan; (viii) no proceedings have been instituted (or are reasonably likely to be instituted) to terminate any Plan or to appoint a trustee to administer any Plan, and no written notice of any such proceedings has been given to any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate; (ix) no Lien imposed under the Code or ERISA on the assets of any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate on account of a Plan or Multiemployer Plan exists (or is reasonably likely to exist) nor have the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate been notified in writing that such a Lien will be imposed on the assets of any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate on account of any Plan or Multiemployer Plan; (x) no Plan has an Unfunded Current Liability; and (xi) no liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA has been, or is reasonably expected to be, incurred by any Credit Party, any of their respective Subsidiaries or any ERISA Affiliate.

SECTION 7.12 Subsidiaries. (a) As of the Second Amendment Effective Date none of the Credit Parties has any Subsidiaries or joint ventures other than the Subsidiaries and joint ventures listed on Schedule 7.12, and (b) on any date thereafter, none of the Credit Parties has any Subsidiaries or joint ventures other than the Subsidiaries and joint ventures listed on Schedule 7.12, including any updates made thereto pursuant to and in accordance with Section 8.01(d). On the Second Amendment Effective Date and on any date thereafter, Schedule 7.12 including any updates thereto pursuant to and in accordance with Section 8.01(d), describes the ownership interest of each of the Credit Parties, including the number of each class of Capital Stock authorized and the number outstanding, the number of Capital Stock covered by all outstanding options, warrants, rights of conversion or similar rights, the holders of its Capital Stock and agreements binding on such holders with respect to such Capital Stock. Except as set forth on Schedule 7.12, as of the Second Amendment Effective Date and on any date thereafter, there are no outstanding purchase options, warrants, subscription rights, agreements to issue or sell, convertible interests, phantom rights or powers of attorney relating to Capital Stock of any Credit Party or Subsidiary thereof.

SECTION 7.13 Intellectual Property; Licenses, etc. Each Credit Party owns, or possesses the right to use, all of the Intellectual Property used in, and material to, the operation of their respective businesses and none of such Intellectual Property is subject to any license to or from the IPSoft Guarantors or their Subsidiaries. No Credit Party, in the operation of its business, infringes upon any Intellectual Property rights held by any other Person in a material way. No material claim or litigation regarding any of the foregoing is pending or, to the best knowledge of such Credit Party threatened.

SECTION 7.14 Environmental Warranties. (a) Except as could not reasonably be expected to have a Material Adverse Effect, (i) the Credit Parties and each of their respective Subsidiaries are in compliance with all Environmental Laws in all jurisdictions in which the Credit Parties or such Subsidiary, as the case may be, are currently doing business (including having obtained all material permits required under Environmental Laws) and (ii) none of the Credit Parties or any of their respective Subsidiaries has become subject to any pending Environmental Claim or any other liability under any Environmental Law or, to the knowledge of such Credit Party, threatened Environmental Claim or any other liability under any Environmental Law.

(b) None of the Credit Parties or any of their respective Subsidiaries has treated, stored, transported, released or disposed of Hazardous Materials at or from any currently or formerly owned Real Property or facility relating to its business in a manner that could reasonably be expected to have a Material Adverse Effect.

SECTION 7.15 Ownership of Properties. As of the Second Amendment Effective Date and on any date thereafter, Schedule 7.15 including any updates made thereto pursuant to and in accordance with Section 8.01(d), is a list of all of the Real Property owned or leased by any of the Credit Parties, indicating in each case whether the respective property is owned or leased, the identity of the owner or lessor and the location of the respective property. Each Credit Party owns (a) in the case of owned Real Property, good, indefeasible and marketable fee simple title to such Real Property, (b) in the case of owned tangible personal property, good and valid title to such personal property, and (c) in the case of leased Real Property, valid leasehold interests in such leased property except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, in each case, free and clear in each case of all Liens or claims, except for Permitted Liens.

SECTION 7.16 No Default. None of the Credit Parties or any of their respective Subsidiaries is in default under or with respect to, or a party to, any Contractual Obligation (other than any such Contractual Obligation in respect of Indebtedness) that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

SECTION 7.17 Solvency. On the Second Amendment Effective Date after giving effect to the Loans borrowed on the Second Amendment Effective Date, the Transactions and the other transactions related thereto and on any date thereafter, Topco and its Subsidiaries, on a consolidated basis, are Solvent.

SECTION 7.18 Security Documents. The Security Pledge Agreement, upon execution and delivery thereof by the parties thereto, will be effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority (subject only to Permitted Liens which, pursuant to the terms of this Agreement, are permitted to have priority over Collateral Agent's Liens thereon) security interest in the Collateral described therein and proceeds thereof, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law). In the case of the Pledged Stock described in the Security Pledge Agreement, when stock certificates representing such Pledged Stock are delivered to the Collateral Agent, and in the case of the other Collateral described in the Security Pledge Agreement, when financing statements and other filings specified on Schedule 7.18 in appropriate form are filed in the offices specified on Schedule 7.18, the Security Pledge Agreement shall constitute a fully perfected Lien on, and first priority (subject only to Permitted Liens which, pursuant to the terms of this Agreement, are permitted to have priority over Collateral Agent's Liens thereon) security interest in, all right, title and interest of the Credit Parties in such Collateral and the proceeds thereof (other than Intellectual Property that is Collateral for which additional filings are required to be made under Applicable Laws, in each case, if and to the extent perfection may be achieved by such filings, and with respect to Pledged Stock of any Foreign Subsidiary which may require additional documents under Applicable Laws, if and to the extent perfection may be achieved by such delivery and/or such filings) to the extent such proceeds can be protected by such filings, as security for the Obligations.

SECTION 7.19 Compliance with Laws; Authorizations. Each Credit Party and each of its Subsidiaries (a) is in compliance with all Applicable Laws and (b) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted except, in the case of each of clauses (a) and (b), to the extent that failure to do so could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 7.20 No Material Adverse Effect. Since December 31, 2023, there has been no Material Adverse Effect.

SECTION 7.21 Contractual or Other Restrictions. No Credit Party or any of their respective Subsidiaries is a party to any agreement or arrangement or subject to any Applicable Law that prohibits its ability to pay dividends to, or otherwise make Investments in or other payments to any Credit Party, that prohibits its ability to grant Liens in favor of the Collateral Agent or that otherwise limits its ability to perform the terms of the Credit Documents.

SECTION 7.22 Data Security and Privacy.

(a) Each Credit Party and its Subsidiaries is, and at all times since January 1, 2021, has been, in compliance in all material respects with (i) all applicable Data Protection Laws, including but not limited to the GDPR and those relating to cross-border transfers; (ii) all applicable contractual obligations concerning data privacy and security relating to Personal Data in the possession or control of a Credit Party or a Subsidiary or maintained by third parties on behalf of such Credit Party or Subsidiary and having access to such information under contracts (or portions thereof) to which a Credit Party or a Subsidiary is a party; and (iii) all applicable data transfer agreements and data processing agreements, including the EU standard contractual clauses, to which a Credit Party or a Subsidiary is a party (collectively, "***Privacy Agreements***").

(b) Each Credit Party and its Subsidiaries is, and at all times since January 1, 2021, has been, in compliance in all material respects with all applicable prior and current written internal and public-facing privacy policies and notices of the Credit Parties and its Subsidiaries regarding the collection, retention, use, processing, disclosure and distribution of Personal Data by the Credit Parties or their Subsidiaries or their respective agents (collectively, the "***Privacy Policies***"), and the Privacy Policies have been maintained to be consistent in all material respects with the actual practices of each Credit Party and its Subsidiaries. The Privacy Policies contemplate the Credit Parties' and its Subsidiaries' current uses of the Personal Data, and to the extent required under applicable Data Protection Laws, each Credit Party and its Subsidiaries has sought and obtained the appropriate consent from the applicable data subject for such uses. The Privacy Policies have since January 1, 2021, made all disclosures to users, customers, employees, or other individuals required by Data Protection Laws.

(c) Each Credit Party and its Subsidiaries has in place, maintain, and comply with, a comprehensive written information security program ("***Security Program***") that (i) complies in all material respects with all applicable Data Protection Laws, applicable Privacy Policies, and applicable Privacy Agreements, and (ii) includes and incorporates commercially reasonable administrative, technical, organization, and physical security procedures and measures designed to preserve the security and integrity of all Personal Data and any other sensitive or confidential information or data related to each Credit Party and its Subsidiaries (collectively, "***Company Sensitive Information***") in the Credit Parties' or its Subsidiaries' possession or control and to protect such Company Sensitive Information against unauthorized or unlawful processing, access, acquisition, use, theft, interruption, modification, disclosure, loss, destruction or damage.

(d) Since January 1, 2021, to the knowledge of the Credit Parties, there has been (i) no actual, suspected or alleged incidents of material unauthorized access, use, intrusion, disclosure or breach of the security of any information technology systems owned or controlled by a Credit Party or a Subsidiary or any of their contractors, and (ii) no actual, suspected or alleged incidents of unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Company Sensitive Information.

(e) Each Credit Party and its Subsidiaries has a valid and legal right (whether contractually, by Applicable Law or otherwise) to access or use all Personal Data that is accessed and used by or on behalf of a Credit Party or a Subsidiary in connection with the sale, use and/or operation of their products, services and businesses.

(f) Neither the Company nor the Company Subsidiary has received any, nor to the knowledge of the Credit Parties are there any pending, written or oral complaints, claims, demands, inquiries, proceedings, or other notices, including any notices of any investigation or other legal proceedings, regarding a Credit Party or a Subsidiary, initiated by (i) any Person; (ii) any Governmental Authority, including the United States Federal Trade Commission, a state attorney general, data protection authority or similar state official, or a supervisory authority; or (iii) any self-regulatory authority or entity, alleging that any activity of a Credit Party or a Subsidiary: (1) is in violation of any applicable Data Protection Laws, (2) is in violation of any Privacy Agreements, (3) is in violation of any Privacy Policies, (4) is otherwise in violation of any person's privacy, personal or confidentiality rights, or (5) otherwise constitutes an unfair, deceptive, or misleading trade practice.

SECTION 7.23 Collective Bargaining Agreements. As of the Second Amendment Effective Date, set forth on Schedule 7.23, and as of any date thereafter, set forth on Schedule 7.23 including any updates made thereto pursuant to and in accordance with Section 8.01(d), is a list and description (including dates of termination) of all collective bargaining or similar agreements between or applicable to any Credit Party or any of their respective Subsidiaries and any union, labor organization or other bargaining agent in respect of the employees of any Credit Party or any of their respective Subsidiaries.

SECTION 7.24 Insurance. The properties of each Credit Party are insured with financially sound and reputable insurance companies not Affiliates of any Credit Party against loss and damage in such amounts, with such deductibles and covering such risks as are customarily carried by Persons of comparable size and engaged in the same or similar businesses and owning similar properties in the general locations where such Credit Party operates. No Credit Party has received or is aware of any notice of violation or cancellation of any such insurance policy.

SECTION 7.25 Evidence of Other Indebtedness. As of the Second Amendment Effective Date, other than as listed on Schedule 7.25, the Credit Parties and each of their respective Subsidiaries have no outstanding Indebtedness other than the Loans hereunder and other Indebtedness permitted under Section 9.01.

SECTION 7.26 Deposit Accounts and Securities Accounts. As of the Second Amendment Effective Date, set forth in Schedule 7.26, and as of any date thereafter, as set forth on Schedule 7.26 including any updates made thereto pursuant to and in accordance with Section 8.01(d), is a list of all of the deposit accounts and securities accounts maintained by each Credit Party, including, with respect to each bank or securities intermediary at which such accounts are maintained by such Credit Party (a) the name and location of such Person and (b) the account numbers of the deposit accounts or securities accounts maintained with such Person.

SECTION 7.27 Brokers. As of the Second Amendment Effective Date, there are no brokerage commissions, finder's fees or investment banking fees payable in connection with the Transactions that remain unpaid when due.

SECTION 7.28 Patriot Act. The Credit Parties and each of their Subsidiaries are in compliance in all material respects with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department and any other enabling legislation or executive order relating thereto, (b) the Patriot Act and (c) other federal or state laws relating to "know your customer" and anti-money laundering rules and regulations.

The Credit Parties and each of their Subsidiaries and their respective directors, officers and employees and, to the knowledge of each Credit Party, the agents of each Credit Party and each of their Subsidiaries, are in compliance with the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "***FCPA***") and any other applicable anti-corruption law, in all material respects. The Credit Parties and each of their Subsidiaries have instituted and maintain policies and procedures designed to ensure continued compliance with applicable Sanctions, the FCPA and any other applicable anti-corruption laws. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA.

SECTION 7.29 Foreign Assets Control Regulations and Anti-Money Laundering. The Credit Parties and each of their Subsidiaries and their respective directors, officers and employees and, to the knowledge of each Credit Party, the agents of each Credit Party and each of their Subsidiaries, are and will remain in compliance in all material respects with all U.S. economic sanctions laws, executive orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("*OFAC*") (collectively, "*Sanctions*"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Credit Party and no Subsidiary of a Credit Party (i) is a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "*SDN List*") with which a U.S. Person cannot deal with or otherwise engage in business transactions, (ii) is a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with such Person, or (iii) is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Credit Document would be prohibited under U.S. law.

ARTICLE VIII
Affirmative Covenants

The Credit Parties hereby covenant and agree that on the Closing Date and thereafter, until the Total Commitments have terminated and the Loans, together with interest, Fees and all other Obligations incurred hereunder (other than Unasserted Contingent Obligations and, for the avoidance of doubt, Obligations under Specified Hedging Agreements to the extent cash collateralized or backstopped in a manner reasonably satisfactory to the applicable Qualified Counterparty) are paid in full in cash in accordance with the terms of this Agreement:

SECTION 8.01 Financial Information, Reports, Notices and Information. The Credit Parties will furnish the Administrative Agent (for itself, the Collateral Agent and each Lender) copies of the following financial statements, reports, notices and information:

(a) [Reserved].

(b) Quarterly Financial Statements.

As soon as available, but in any event in accordance with then applicable law and not later than forty-five (45) days after the end of each fiscal quarter of each fiscal year of the Topco (provided that if the Borrower files quarterly reports with the SEC, then delivery of quarterly financial statements hereunder shall be deemed delivered as and when the Borrower's Form 10-Q is filed with the SEC for such fiscal quarter), commencing with the fiscal quarter ended September 30, 2024, (i) its unaudited balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of the previous fiscal year of the Topco, all certified by one of its responsible officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes and (ii) a management discussion and analysis (with reasonable detail and specificity) of the results of operations for the fiscal periods reported.

(c) Annual Financial Statements.

As soon as available, but in any event in accordance with applicable law and not later than ninety (90) days after the end of each fiscal year of the Topco (provided that if the Topco files annual reports with the SEC, then delivery of annual financial statements hereunder shall be deemed delivered as and when the Topco's Form 10-K is filed with the SEC for such fiscal year), its audited balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such year, setting forth in each case, commencing with the twelve-months ending December 31,2024, in comparative form the figures for the previous fiscal year of the Topco, all reported on by PricewaterhouseCoopers LLP or another independent public accountants of recognized national standing reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification, exception or explanatory paragraph, and without any qualification, exception or explanatory paragraph as to the scope of such audit) to the effect that such financial statements present fairly in all material respects the financial condition and results of operations of the Borrower in accordance with GAAP consistently applied.

(d) Compliance Certificates. Concurrently with the delivery of the financial information pursuant to clauses (b) or (c) above (or within five (5) Business Days after the filing of the Borrower's 10-K or 10-Q with the SEC, as applicable), a Compliance Certificate, executed by an Authorized Officer of Topco, certifying that as of the end of such applicable period, the Credit Parties were in full compliance with all of the terms and conditions of this Agreement; and, if applicable, (i) setting forth calculations showing compliance with the applicable Financial Performance Covenant and stating that no Default or Event of Default has occurred and is continuing (or, if a Default or an Event of Default has occurred, specifying the details of such Default or Event of Default and the actions taken or to be taken with respect thereto) and containing the applicable certifications set forth in Section 7.09 with respect thereto, (ii) updating, as applicable, Schedules 7.12, 7.15, 7.23, and 7.26, and (iii) including a written supplement substantially in the form of Schedules 1, 4, 5 and 6, as applicable, to the Security Pledge Agreement with respect to any additional assets and property acquired by any Credit Party after the Closing Date, all in reasonable detail.

(e) [Reserved].

(f) Defaults. Promptly, and in any event, within three (3) Business Days after an Authorized Officer of any Credit Party or any of their respective Subsidiaries obtains knowledge thereof, notice from an Authorized Officer of the Borrower of the occurrence of any event that constitutes a Default or an Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the applicable Credit Parties propose to take with respect thereto.

(g) Other Litigation. Within five (5) Business Days after becoming aware of any legal actions pending or threatened in writing against any Credit Party or any of its Subsidiaries that could reasonably be expected to result in damages or costs to any Credit Party or any of its Subsidiaries of, individually or in the aggregate for all related proceedings, $2,500,000 or more, or of any Credit Party or any of its Subsidiaries taking or threatening (in writing) legal action against any third person with respect to a material claim, and with respect to any such pending action or threatened action, a prompt report of any material development with respect thereto.

(h) Management Letters. Within five (5) Business Days after, receipt thereof, copies of all "management letters" submitted to any Credit Party by the independent public accountants referred to in Section 8.01(c) in connection with each audit made by such accountants.

(i) Beneficial Ownership Certification. Promptly upon becoming aware thereof, notice of any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in change to the list of beneficial owners identified in such certification.

(j) Other Information. With reasonable promptness, such other information regarding the business, financial, legal or corporate affairs of the Credit Parties and their Subsidiaries as any Agent on its own behalf or on behalf of any Lender may reasonably request in writing from time to time, including information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with the Beneficial Ownership Regulation.

(k) [Reserved].

(l) Other Information.

(i) Within five (5) Business Days of delivery, copies of all statements, reports and notices generally made available to all Topco's Capital Stock holders or to any holders of Subordinated Debt.

(ii) [Reserved].

(iii) [Reserved].

(iv) Within five (5) days of filing, a copy of Topco's federal income tax return, and any amendment thereto.

(v) Together with the next Compliance Certificate due, or upon Administrative Agent's request, a copy of the material documents entered into by Topco or any Subsidiary in connection with any preferred stock financing consummated after the Closing Date.

(m) Material Non-Public Information. Notwithstanding anything to the contrary in this Agreement or any other Credit Document, Topco and its Subsidiaries shall not deliver to Agent or any Lender any information that, in the reasonable judgment of Topco, would constitute Material Non-Public Information (and each of Agent and each Lender hereby so notifies Topco and its Subsidiaries of their election not to receive Material Non-Public Information) (an "MNPI Opt-Out Election") (any such non-delivery shall not constitute a Default or an Event of Default for any purposes under this Agreement or any other Credit Document notwithstanding anything to the contrary herein or in any other Credit Document); provided, however, with no less than three (3) Business Days advance notice to Administrative Agent, Topco and its Subsidiaries may deliver Administrative Agent and the Lenders Material Non-Public Information solely to the extent in connection with requesting a waiver of a Default or Event of Default hereunder, or a consent to a transaction or agreement that would, absent such consent, constitute a Default or Event of Default hereunder. A Lender may rescind the MNPI Opt-Out Election by delivery of written notice to Topco and the Administrative Agent and receive its receipt of Material Non-Public Information.

SECTION 8.02 Books, Records and Inspections. The Credit Parties will, and will cause each of their respective Subsidiaries to, maintain books of record and account, in which entries that are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of the Credit Parties or such Subsidiary, as the case may be so as to present fairly in all material respects the financial position and results of operations of Topco and its Subsidiaries, subject to year-end audit adjustments (including purchase accounting) and any adjustments or estimations in connection with Permitted Acquisition or Disposition permitted under the defined term "Pro Forma Basis". The Credit Parties will, and will cause each of their respective Subsidiaries to, permit representatives and independent contractors of the Collateral Agent to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (at which an authorized representative of Topco or the Borrower shall be entitled and have the opportunity to be present), all at the expense of the Credit Parties and (unless an Event of Default then exists) at reasonable times during normal business hours, upon reasonable advance notice to the Credit Parties; provided, that, unless an Event of Default has occurred and is continuing (a) there shall not be more than two (2) such visits and inspections per year and (b) such visits and inspections shall be made upon at least one (1) Business Day's notice at reasonable times during normal business hours; provided, further, that representatives of any Lender may accompany the Collateral Agent, or its representative or independent contractors, on any such visit at the expense of each such Lender. Any information obtained by the Collateral Agent pursuant to this Section 8.02 will shared with the Administrative Agent or any Lender.

SECTION 8.03 Maintenance of Insurance.

(a) The Credit Parties will and will cause each Subsidiary to keep, its business and the Collateral insured for risks and in amounts standard for companies in the Credit Parties' industry and location and as the Administrative Agent may reasonably request. Insurance policies shall be in a form, with financially sound and reputable insurance companies that are not Affiliates of any Credit Party, and in amounts that are reasonably satisfactory to the Administrative Agent.

(b) The Credit Parties will and will cause each Subsidiary to ensure that proceeds payable under any property policy with respect to Collateral are, at the Collateral Agent's option, payable to the Collateral Agent on account of the Obligations. To that end, all property policies shall have a lender's loss payable endorsement showing the Collateral Agent as lender loss payee, all liability policies shall show, or have endorsements showing, Collateral Agent as an additional insured, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Credit Parties will deliver a collateral assignment of business interruption insurance with respect to each applicable policy and a collateral assignment of any representation and warranty insurance obtained in connection with a Permitted Investment.

(d) At the Administrative Agent's request, the Borrower shall deliver certified copies of insurance policies and evidence of all premium payments. Each provider of any such insurance required under this Section 8.03 shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the Administrative Agent, that it will give the Administrative Agent thirty (30) days prior written notice before any such policy or policies shall be canceled (or ten (10) days' notice for cancellation for non-payment of premiums).

(e) If any Credit Party fails to obtain insurance as required under this Section 8.03 or to pay any amount or furnish any required proof of payment to third persons and the Administrative Agent, Administrative Agent may make all or part of such payment or obtain such insurance policies required in this Section 8.03, and take any action under the policies the Administrative Agent deems prudent.

SECTION 8.04 Payment of Taxes. The Credit Parties will pay and timely file, and cause each of its Subsidiaries to timely file, all required tax returns and reports (or extensions thereof) and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state and local taxes, assessments, deposits and contributions owed by such Credit Party and each of its Subsidiaries, except for deferred payment of any taxes contested in good faith and for which the Borrower has taken adequate reserves, or if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed $50,000, and shall deliver to the Administrative Agent, on demand, appropriate certificates attesting to such payments.

SECTION 8.05 Property Locations. The Borrower will provide to the Administrative Agent at least ten (10) days' prior written notice before adding any new offices or business or Collateral locations, including warehouses (unless such new offices or business or Collateral locations qualify as Excluded Locations). With respect to any property or assets of a Credit Party located with a third party, including a bailee, datacenter or warehouse (other than Excluded Locations), the Credit Parties shall cause such third party to execute and deliver a Collateral Access Agreement for such location, including an acknowledgment from each of the third parties that it is holding or will hold such property for the Collateral Agent's benefit. The Borrower shall deliver to the Collateral Agent each warehouse receipt, where negotiable, covering any such property. With respect to any property or assets of a Credit Party located on leased premises (other than Excluded Locations), the Borrower shall use commercially reasonable efforts to cause such third party to execute and deliver a Collateral Access Agreement for such location.

SECTION 8.06 Government Compliance. Each Credit Party will and will cause each Subsidiary to maintain its legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect; comply, and cause each Subsidiary to comply, with all laws, ordinances and regulations to which it is subject except where a failure to do so could not reasonably be expected to have a Material Adverse Effect; obtain all of the Governmental Approvals required in connection with such Credit Party's or Subsidiary's business and for the performance by each Credit Party of its obligations under the Credit Documents to which it is a party and the grant of a security interest to Lender in all of its property, and comply with all terms and conditions with respect to such Governmental Approvals.

SECTION 8.07 Inventory and Reserves. Each Credit Party will and will cause each Subsidiary to keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between a Credit Party and its Account Debtors shall follow such Credit Party's customary practices as they exist at the Second Amendment Effective Date. The Borrower shall promptly notify the Administrative Agent of all returns, recoveries, disputes and claims that involve more than $250,000.

SECTION 8.08 ERISA. (a) Promptly after any Credit Party or any of their respective Subsidiaries knows of the occurrence of any of the following events that, individually or in the aggregate, could be reasonably likely to have a Material Adverse Effect, the Borrower will deliver to the Agents and each Lender a certificate of an Authorized Officer of the Borrower setting forth details as to such occurrence and the action, if any, that such Credit Party, such Subsidiary or an ERISA Affiliate is required or proposes to take, together with any notices (required, proposed or otherwise) given to or filed with or by such Credit Party, such Subsidiary or ERISA Affiliate (to the extent reasonably obtainable by a Credit Party) with respect thereto: that a Reportable Event with respect to a Plan has occurred; that a failure to satisfy the minimum funding standard of Section 412 of the Code or Section 302 of ERISA (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) has occurred (or is reasonably likely to occur) with respect to a Plan or an application is to be made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including any required installment payments) or for an extension of any amortization period under Section 412 or 430 of the Code with respect to a Plan; that a Multiemployer Plan has been or is to be terminated, partitioned or declared insolvent under Title IV of ERISA; that steps will be or have been instituted to terminate any Plan (including the giving of written notice thereof); that any Credit Party, Subsidiary or ERISA Affiliate has failed to make any required contribution to a Multiemployer Plan, or that a proceeding has been instituted against a Credit Party, a Subsidiary thereof or an ERISA Affiliate pursuant to Section 515 of ERISA to collect a delinquent contribution to a Multiemployer Plan; that the PBGC has notified any Credit Party, any Subsidiary thereof or any ERISA Affiliate of its intention to appoint a trustee to administer any Plan; that any Credit Party, any Subsidiary thereof or any ERISA Affiliate has failed to make a required installment or other payment pursuant to Section 412 of the Code with respect to a Plan; that any action has occurred with respect to a Plan which would reasonably be expected to result in the requirement that any Credit Party furnish a bond or other security to the PBGC or such Plan; or that any Credit Party, any Subsidiary thereof or any ERISA Affiliate has incurred or will incur (or has been notified in writing that it will incur) any liability to or on account of a Plan or Multiemployer Plan pursuant to Section 4062, 4063, 4064, 4069 or 4201, 4204, or 4205 of ERISA.

(b) Promptly following any request by any Agent therefor, copies of any documents described in Section 101(k) of ERISA that any Credit Party or any of their respective Subsidiaries may request with respect to any Multiemployer Plan or any notices described in Section 101(l) of ERISA that any Credit Party or any of their respective Subsidiaries may request with respect to any Multiemployer Plan; provided, that if any Credit Party or any of their respective Subsidiaries has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, the applicable Credit Party or the applicable Subsidiary(ies), upon the request therefor by any Agent, shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof; provided, further, that this paragraph (b) shall also apply to all documents and notices described in Section 101(k) or 101(l) of ERISA with respect to a Multiemployer Plan to which an ERISA Affiliate contributes or has any obligation, actual or contingent, to make any contribution or payment, if any Credit Party or any of their respective Subsidiaries could reasonably be expected to have a Material Adverse Effect under such Multiemployer Plan.

SECTION 8.09 Maintenance of Properties. Each Credit Party will, and will cause its Subsidiaries to, (i) maintain, preserve, protect and keep its properties and assets in good repair, working order and condition (ordinary wear and tear excepted and subject to transactions permitted pursuant to Section 9.03 or Section 9.04), and make necessary repairs, renewals and replacements thereof, (ii) maintain and renew all Intellectual Property (subject to the transactions and actions permitted pursuant to Section 9.03 or Section 9.04) and (iii) maintain and renew as necessary all licenses, permits and other clearances necessary to use and occupy such properties and assets, in the case of each of clauses (i), (ii), and (iii), except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 8.10 Additional Guarantors and Grantors. No later than fifteen (15) days after such time as a Credit Party or any of its Subsidiaries forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Closing Date, or at any time upon the Administrative Agent's request with respect to any Subsidiary whether existing as of the Closing Date or thereafter created or acquired: the Credit Parties will (a) provide written notice to the Administrative Agent together with certified copies of the Organization Documents for such Subsidiary, and (b) take all such action as may be reasonably required by the Administrative Agent to cause the applicable Subsidiary to either: (A) provide to the Administrative Agent a joinder to this Agreement, the Guarantee Agreement and the Security Pledge Agreement pursuant to which such Subsidiary becomes a Credit Party hereunder and thereunder, or (B) guarantee the Obligations of the Credit Parties under the Credit Documents and grant a security interest in and to the collateral of such Subsidiary in form and substance reasonably satisfactory to the Administrative Agent, in each case together with such Control Agreements and other documents, instruments and agreements reasonably requested by the Administrative Agent, all in form and substance reasonably satisfactory to the Administrative Agent (including being sufficient to grant the Collateral Agent a first priority Lien, subject to Permitted Liens) in and to the assets of such Subsidiary and to pledge all of the direct or beneficial Capital Stock in such Subsidiary. Any document, agreement, or instrument executed or issued pursuant to this Section 8.10 shall be a Credit Document. Notwithstanding the foregoing, a Foreign Subsidiary shall be exempt from the foregoing requirement to provide a guaranty and collateral security, and the pledge of the Capital Stock of such Foreign Subsidiary shall be limited to 65% of the voting stock (and 100% of the non-voting stock) thereof that is held by the Credit Parties.

SECTION 8.11 Intellectual Property (a) . (a) Each Credit Party will and will cause each of its Subsidiaries to (i) protect, defend and maintain the validity and enforceability of its Intellectual Property material to its business; (ii) promptly advise the Administrative Agent in writing of material infringements or any other event that could reasonably be expected to materially and adversely affect the value of its Intellectual Property material to its business; and (iii) not allow any Intellectual Property material to the Credit Parties' business to be abandoned, forfeited or dedicated to the public without the Administrative Agent's written consent.

(b) To the extent not already disclosed to the Administrative Agent, if any Credit Party (i) obtains any Patent, registered Trademark, registered Copyright, registered mask work, or any pending application for any of the foregoing, whether as owner or licensee, or (ii) applies for any Patent or the registration of any Trademark, then the Borrower shall promptly provide written notice thereof to the Administrative Agent and shall execute such intellectual property security agreements and other documents and take such other actions as the Administrative Agent may reasonably request to perfect and maintain a first priority perfected security interest in favor of the Administrative Agent in such property. If a Credit Party decides to register any Copyrights or mask works in the United States Copyright Office, the Borrower shall: (x) provide the Administrative Agent with at least fifteen (15) days prior written notice of such Credit Party's intent to register such Copyrights or mask works together with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (y) execute an intellectual property security agreement and such other documents and take such other actions as the Administrative Agent may reasonably request to perfect and maintain a first priority perfected security interest in favor of the Administrative Agent in the Copyrights or mask works intended to be registered with the United States Copyright Office; and (z) record such intellectual property security agreement with the United States Copyright Office contemporaneously with filing the Copyright or mask work application(s) with the United States Copyright Office. The Borrower shall promptly provide to the Administrative Agent copies of all applications that it files for Patents or for the registration of Trademarks, Copyrights or mask works, together with evidence of the recording of the intellectual property security agreement required for the Administrative Agent to perfect and maintain a first priority perfected security interest in such property.

(c) Each Credit Party will provide written notice to Administrative Agent within ten (10) days of any Credit Party entering or becoming bound by any Restricted License (other than off the shelf software and services that are commercially available to the public or open source licenses). The Borrower shall, and shall cause each Credit Party to, take such commercially reasonable steps as the Administrative Agent reasonably requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for the Administrative Agent to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Administrative Agent to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with the Administrative Agent's rights and remedies under this Agreement and the other Credit Documents.

SECTION 8.12 Use of Proceeds. (a) The proceeds of the Term Loan Facility will be used to refinance certain existing debt of the Credit Parties to fund certain fees and expenses associated with the Transactions and for other general business purposes of the Borrower and its Subsidiaries, (b) the proceeds of the Delayed Draw Term Loan Facility will be used for working capital purposes, and for other general business purposes of the Borrower and its Subsidiaries, including the funding of Permitted Acquisitions, (c) the proceeds of the Revolving Loan Facility will be used for working capital purposes, and for other general business purposes of the Borrower and its Subsidiaries and (d) the proceeds of any Incremental Term Loan Facility will be used solely for Permitted Acquisitions.

SECTION 8.13 Further Assurances. (a) Subject to any applicable limitations set forth herein, the Guarantee Agreement, the Security Pledge Agreement or any other Credit Document, the Credit Parties will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any Applicable Law, or which the Collateral Agent may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the Security Pledge Agreement, any Mortgage or any other Security Document, all at the sole cost and expense of the Borrower.

(b) Subject to any applicable limitations set forth in any applicable Security Document, if any fee simple interest in Real Property with a fair market value in excess of $500,000 is acquired by any Credit Party after the Closing Date, or held by any Person which becomes a Credit Party after the Closing Date, the Borrower will notify the Collateral Agent and the Lenders thereof and will cause such assets to be subjected to a Lien securing the applicable Obligations and will take, and cause the other Credit Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent to grant and/or perfect such Liens consistent with the applicable requirements of the Security Documents, including actions described in Section 8.13(a), all at the sole cost and expense of the Borrower. Any Mortgage delivered to the Collateral Agent in accordance with the preceding sentence shall be accompanied by (A) a policy or policies (or unconditional binding commitment thereof) of title insurance issued by a nationally recognized title insurance company insuring the Lien of each Mortgage as a valid Lien (with the priority described therein) on the mortgaged property described therein, free of any other Liens except as expressly permitted by Section 9.02, together with, to the extent available in the applicable jurisdictions, such endorsements and reinsurance as the Collateral Agent may reasonably request and (B) if requested by the Collateral Agent, an opinion of local counsel to the applicable Credit Parties in form and substance reasonably satisfactory to the Collateral Agent.

SECTION 8.14 Lenders' Meetings. Not more than once per fiscal quarter, a representative of the Administrative Agent or any Lender shall have the right to meet with management and officers of the Borrower to discuss the books of account and records of Topco and its Subsidiaries. In addition, the Administrative Agents and the Lenders shall be entitled at reasonable times and intervals to consult with and advise the management and officers of the Borrower concerning significant business issues affecting Topco and its Subsidiaries.

SECTION 8.15 Bank Accounts.

(a) The Credit Parties will deliver to the Collateral Agent, within ninety (90) days after the Second Amendment Effective Date (or such longer period as the Collateral Agent may agree to in its reasonable discretion), a Control Agreement with respect to each of their respective securities accounts, deposit accounts and investment property set forth on Schedule 7.26 other than those accounts which (A) are used solely to fund payroll, payroll taxes, or employee wage and benefits payments, (B) are trust accounts maintained exclusively for the purpose of holding funds in trust for third parties, (C) are at all times maintained on a "zero balance" basis and swept to an account that is subject to a Control Agreement at least once a week, (D) are used as escrow accounts or otherwise with third parties to the extent such deposits or securities therein constitute Liens permitted hereunder, in each case, in the ordinary course of business, (E) are foreign accounts of Credit Parties, (F) have an average daily balance of less than $250,000 in the aggregate or (G) hold in aggregate less than 20% of the Credit Parties' unrestricted cash and Cash Equivalents (each such account described in the foregoing clauses (A) through (E), an "***Excluded Account***"). The Credit Parties shall not allow any collections to be deposited to any accounts other than those listed on Schedule 7.26; provided, that, so long as no Event of Default has occurred and is continuing, the Credit Parties may establish new deposit accounts or securities accounts so long as: (i) the Credit Parties have promptly delivered to the Agents an amended Schedule 7.26 including such account and (ii) the Credit Parties have delivered to Collateral Agent a Control Agreement with respect to such account within ninety (90) days (or such longer period as the Collateral Agent may agree in its sole discretion) after the creation of such account, except to the extent such account is an Excluded Account.

(b) Each Control Agreement shall provide, among other things, unless otherwise agreed to by the Collateral Agent, that (i) upon notice from the Collateral Agent (a "***Notice of Control***"), the bank, securities intermediary or other financial institution party thereto will comply with instructions of the Collateral Agent directing the disposition of funds without further consent by the applicable Credit Party; provided, that, Collateral Agent agrees not to issue a Notice of Control unless an Event of Default has occurred and is then continuing, and (ii) the bank, securities intermediary or other financial institution party thereto has no rights of setoff or recoupment or any other claim against the account subject thereto, other than for payment of its service fees and other charges directly related to the administration of such account and for returned checks or other items of payment. In the event Collateral Agent issues a Notice of Control under any Control Agreement, all Collections or other amounts subject to such Control Agreement shall be transferred as directed by the Collateral Agent and may be used to pay the Obligations in the manner set forth in Section 4.02(b).

(c) If, notwithstanding the provisions of this Section 8.15, after the occurrence and during the continuance of an Event of Default, the Credit Parties receive or otherwise have dominion over or control of any collections or other amounts, the Credit Parties shall hold such collections and amounts in trust for the Collateral Agent and shall not commingle such collections with any other funds of any Credit Party or other Person or deposit such Collections in any account other than those accounts set forth on Schedule 7.26 (unless otherwise instructed by the Collateral Agent).

(d) With respect to any foreign accounts of any Credit Party or Subsidiary, if as of the last day of any calendar month, the balance of cash and Cash Equivalents in such accounts (calculated in the aggregate for all such accounts of all Credit Parties) for such month is in excess of $5,000,000 plus amounts required to pay trade payables and payroll for each applicable Credit Party and Subsidiary due and payable within the subsequent sixty (60) days, then, on the first Business Day after the end of any such calendar month, such Credit Party, shall (or shall cause such Subsidiary to) transfer such excess amount to the Borrower to be held by the Borrower in a deposit account that is subject to a Control Agreement

SECTION 8.16 Data Security and Privacy.

(a) Each Credit Party and its Subsidiaries will maintain compliance in all material respects with (i) all applicable Data Protection Laws, including but not limited to the GDPR and those relating to cross-border transfers; (ii) all applicable contractual obligations concerning data privacy and security relating to Personal Data in the possession or control of a Credit Party or a Subsidiary or maintained by third parties on behalf of such Credit Party or Subsidiary and having access to such information under contracts (or portions thereof) to which a Credit Party or a Subsidiary is a party; and (iii) the Privacy Agreements.

(b) Each Credit Party and its Subsidiaries will maintain compliance in all material respects with all Privacy Policies consistent with the actual practices of each Credit Party and its Subsidiaries. In connection with the Credit Parties' and their Subsidiaries' uses of the Personal Data as permitted by the Privacy Policies, each Credit Party and its Subsidiaries will obtain the appropriate consent from the applicable data subject necessary for such uses, to the extent required under applicable Data Protection Laws. All Privacy Policies in place will make all disclosures to users, customers, employees, or other individuals as required by Data Protection Laws.

(c) Each Credit Party and its Subsidiaries will maintain and comply with its Security Program. Any Security Program of the Credit Parties or their Subsidiaries will at all times (i) comply in all material respects with all applicable Data Protection Laws, applicable Privacy Policies, and applicable Privacy Agreements, and (ii) include and incorporate commercially reasonable administrative, technical, organization, and physical security procedures and measures designed to preserve the security, integrity and confidentiality of all Personal Data or Company Sensitive Information in such Credit Party's or Subsidiary's possession or control and each Credit Party and its respective Subsidiaries will protect such Company Sensitive Information against unauthorized or unlawful processing, access, acquisition, use, theft, interruption, modification, disclosure, loss, destruction or damage.

(d) The Credit Parties shall take commercially reasonable steps designed to ensure that no material (i) incidents of unauthorized access, use, intrusion, disclosure or breach of the security of any information technology systems operated in connection with a Credit Party or a Subsidiary or any of their contractors or (ii) incidents of unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Company Sensitive Information shall occur.

(e) Each Credit Party and its Subsidiaries will have a valid and legal right (whether contractually, by Applicable Law or otherwise) to access or use all Personal Data that is accessed and used by or on behalf of a Credit Party or a Subsidiary in connection with the sale, use and/or operation of their products, services and businesses.

(f) The Borrower will promptly give notice to the Administrative Agent upon any Credit Party becoming aware of any pending, written or oral complaints, claims, demands, inquiries, proceedings, or other notices, including any notices of any investigation or other legal proceedings, regarding a Credit Party or a Subsidiary and of which it becomes aware, initiated by (i) any Person; (ii) any Governmental Authority, including the United States Federal Trade Commission, a state attorney general, data protection authority or similar state official, or a supervisory authority; or (iii) any self-regulatory authority or entity, alleging that any activity of a Credit Party or a Subsidiary: (1) is in violation of any applicable Data Protection Laws, (2) is in violation of any Privacy Agreements, (3) is in violation of any Privacy Policies, (4) is otherwise in violation of any person's privacy, personal or confidentiality rights, or (5) otherwise constitutes an unfair, deceptive, or misleading trade practice.

ARTICLE IX
Negative Covenants

The Credit Parties hereby covenant and agree that on the Closing Date and thereafter, until the Total Commitments have terminated and the Loans, together with interest, fees and all other Obligations incurred hereunder (other than Unasserted Contingent Obligations and, for the avoidance of doubt, Obligations under Specified Hedging Agreements to the extent cash collateralized or backstopped in a manner reasonably satisfactory to the applicable Qualified Counterparty) are paid in full in cash in accordance with the terms of this Agreement:

SECTION 9.01 Limitation on Indebtedness. Each Credit Party will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee, suffer to exist or otherwise become directly or indirectly liable, contingently or otherwise with respect to any Indebtedness, except for Permitted Indebtedness.

SECTION 9.02 Limitation on Liens. Each Credit Party will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of any such Person (including its Capital Stock), whether now owned or hereafter acquired, except for Permitted Liens.

SECTION 9.03 Consolidation, Merger, etc. Each Credit Party will not, and will not permit any of its Subsidiaries, to (i) merge or consolidate to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person (including, without limitation, by the formation of any Subsidiary); *provided* that (w) a Subsidiary may merge or consolidate into another Subsidiary; provided that if a Credit Party is involved, a Credit Party shall be the surviving entity, (x) a Subsidiary may merge or consolidate into the Borrower (as long as the Borrower is the surviving entity), (y) a Subsidiary may merge or consolidated into a third-party entity to consummate a Permitted Acquisition so long as (I) such Subsidiary is the surviving entity and (ii) to the extent such Subsidiary is a Credit Party, the surviving entity is a Credit Party and (z) the Borrower may dissolve Amelia Holding I LLC, to the extent such Person does not have any assets or revenues (as certified to the Administrative Agent by the Borrower in writing, in advance of such action) or (ii) enter into any binding agreement with respect to the foregoing.

SECTION 9.04 Permitted Dispositions. Each Credit Party will not, and will not permit any of its Subsidiaries, to dispose of all or any part of its business or property, except (collectively, "***Permitted Transfers***") (a) sales of Inventory by a Credit Party or any of its Subsidiaries in the Ordinary Course of Business, (b) non-exclusive licenses and similar arrangements for the use of Intellectual Property of a Credit Party or any of its Subsidiaries in the Ordinary Course of Business, (c) Dispositions of worn-out, obsolete or surplus Equipment in the Ordinary Course of Business that is, in the reasonable judgment of such Credit Party or Subsidiary, no longer economically practicable to maintain or useful, (d) Dispositions consisting of the granting of Permitted Liens and the making of Permitted Investments, (e) the use or transfer of money or Cash Equivalents in the Ordinary Course of Business in a manner that is not prohibited by the Credit Documents, (f) other Dispositions of assets (other than Capital Stock) having a fair market value of not more than $250,000 per fiscal year of Topco, (g)(i) Dispositions of assets or property from any Credit Party or any of its Subsidiaries to any Credit Party (other than Topco) or (ii) Dispositions of assets or property from any Subsidiary of any Credit Party that is not a Credit Party to any other Subsidiary of any Credit Party that is not a Credit Party and (h) the Digital First Disposition pursuant to the Digital First Agreements, in an amount not to exceed a fair market value equal to $1,000,000.

Notwithstanding anything to the contrary herein, no Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, make any Restricted Payment, Investment or other disposition if the effect of such transaction is to, directly or indirectly, dispose or transfer any Intellectual Property to any person who is not a Credit Party.

SECTION 9.05 Restricted Payments, Investments etc.

(a) Each Credit Party will not, and will not permit any of its Subsidiaries, to make a Restricted Payment, provided that (i) Topco may convert any of its convertible Capital Stock (including warrants) into other Capital Stock (other than Disqualified Capital Stock) issued by Topco pursuant to the terms of such convertible securities or otherwise in exchange thereof, (ii) the Borrower or Subsidiary thereof may pay dividends solely in kind (including through adjustment in the stated value of such Capital Stock) or in Capital Stock (other than Disqualified Capital Stock) of the Borrower or such Subsidiary; (iii) the Borrower may make cash payments in lieu of fractional shares; (iv) Topco may repurchase the Capital Stock issued by Topco pursuant to stock repurchase agreements approved by Topco's Board of Directors, provided that the aggregate amount of all such repurchases does not exceed $250,000 during the term of this Agreement and the Borrower may distribute cash to Topco to make such repurchases; (v) [reserved], and (vi) provided that no Event of Default shall have occurred and is continuing or would result therefrom, Topco may make Restricted Payments in an amount not to exceed $10,000,000, within five (5) Business Days of the Closing Date.

(b) Notwithstanding the foregoing, Credit Parties shall be permitted to make the repurchases, payments or distributions expressly permitted by clause (a) above only if, at such time, and immediately after giving effect thereto: (i) no Default or Event of Default exists, would result from repurchase, payment or distribution or could reasonably be expected to occur, (ii) each Credit Party is Solvent, and (iii) such payment or distribution is permitted under and is made in compliance with all Applicable Laws.

(c) Directly or indirectly make any Investment (including, without limitation, by the formation of any Subsidiary), other than Permitted Investments.

Notwithstanding anything to the contrary herein, no Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, make any Restricted Payment, Investment or other disposition if the effect of such transaction is to, directly or indirectly, dispose or transfer any Intellectual Property to any person who is not a Credit Party.

SECTION 9.06 Collateral Accounts. Each Credit Party will not, and will not permit any of its Subsidiaries, to maintain any Collateral Account except pursuant to the terms of Section 8.15.

SECTION 9.07 Compliance. Each Credit Party will not, and will not permit any of its Subsidiaries, to become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Credit Extension for that purpose; fail to comply with the Federal Fair Labor Standards Act or any other law or regulation, in each case, if the failure could reasonably be expected to have a Material Adverse Effect.

SECTION 9.08 Transactions with Affiliates. Each Credit Party will not, and will not permit any of its Subsidiaries, directly or indirectly enter into or permit to exist any transaction with any Affiliate of a Credit Party, except for (a) transactions that are in the Ordinary Course of Business and on fair and reasonable terms that are no less favorable to such Person than would be obtained in an arm's length transaction with a non-affiliated Person, (b) advances in respect of transfer pricing and cost-sharing arrangements (i.e. "cost-plus" arrangements) that are in the ordinary course of business, consistent with the Borrower's historical practices and on arm's length terms), (c) [reserved] and, (d) reasonable and customary director, officer and employee compensation and other customary benefits including retirement, health, stock option and other benefit plans and indemnification arrangements approved by the Topco's Board of Directors.

SECTION 9.09 Subordinated Debt. Each Credit Party will not, and will not permit any of its Subsidiaries, to (a) make or permit any payment on any Subordinated Debt, except under the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject, or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof, provide for earlier or greater principal, interest, or other payments thereon, or adversely affect the subordination thereof to Obligations owed to the Secured Parties.

SECTION 9.10 Restrictive Agreements, etc. Each Credit Party will not, and will not permit any of its Subsidiaries, to enter into any agreement (other than a Credit Document) prohibiting:

(a) the creation or assumption of any Lien upon its properties, revenues or assets, whether now owned or hereafter acquired;

(b) the ability of such Person to amend or otherwise modify any Credit Document; or

(c) the ability of such Person to make any payments, directly or indirectly, to the Borrower, including by way of dividends, advances, repayments of loans, reimbursements of management and other intercompany charges, expenses and accruals or other returns on investments.

The foregoing prohibitions shall not apply to customary restrictions of the type described in clause (a) above (which do not prohibit the Credit Parties from complying with or performing the terms of this Agreement and the other Credit Documents) which are contained in any agreement, (i) governing any Indebtedness permitted by clause (f) of the definition of Permitted Indebtedness as to the transfer of assets financed with the proceeds of such Indebtedness, (ii) for the creation or assumption of any Lien on the sublet or assignment of any leasehold interest of any Credit Party or any of their respective Subsidiaries entered into in the Ordinary Course of Business, (iii) for the assignment of any contract entered into by any Credit Party or any of their respective Subsidiaries in the Ordinary Course of Business, (iv) for the transfer of any asset pending the close of the sale of such asset pursuant to a Disposition permitted under this Agreement, (v) customary restrictions in leases, subleases, licenses and sublicenses or (vi) with respect to Investments in joint ventures not constituting Subsidiaries, customary provisions restricting the pledge or transfer of Capital Stock issued by such joint ventures set forth in the applicable joint venture agreements and other similar agreements applicable to joint ventures permitted hereunder and applicable solely to such joint venture.

SECTION 9.11 Changes in Business; Fundamental Changes.

Engage in any business other than the businesses currently engaged in by such Person, as applicable, or reasonably related or ancillary thereto; (b) cease doing business, or liquidate or dissolve; (c) [reserved]; (d) permit or suffer a Change of Control, (e) without at least thirty (30) days' prior written notice to the Administrative Agent (i) change its jurisdiction of organization, (ii) change its organizational structure or type, (iii) change its legal name, or (iv) change its organizational number (if any) assigned by its jurisdiction of organization, or (f) change its fiscal year. Each of the Credit Parties will not, and will not permit any of its Subsidiaries to amend or otherwise modify (or permit to be amended or modified) its Organization Documents or take any action that would impair its rights under its Organization Documents, in each case, in a manner that would be adverse to such Credit Party or the Lenders in any material respect or affects any transfer or voting provisions applicable to the Lenders or their Affiliates.

SECTION 9.12 Financial Covenants

. The Credit Parties will not permit:

(a) [Reserved]

(b) [Reserved]L.

(c) [Reserved]:

SECTION 9.13 SoundHound Delisting. A SoundHound Delisting occurs.

SECTION 9.14 Permitted Activities. With respect to the SoundHound IPCOs, engage in any material operating or business activities or transfer, sell, dividend or otherwise dispose of all or a material portion of their assets; *provided* that SoundHound IPCOs may engage in the following and any activities incidental thereto shall be permitted in any event: (i) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance), (ii) the performance of its obligations with respect to the Credit Documents and any other documents governing Indebtedness permitted hereby, (iii) guarantee Obligations in respect of Indebtedness of the Credit Parties and their Subsidiaries, (iv) if applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group of Topco, and the Borrower, (v) providing indemnification to officers and directors and (vi) any activities incidental or reasonably related to the foregoing. SoundHound IPCO shall not at any time fail to own and/or have rights as license to the patents and other Intellectual Property of any form, including formulas, trade secrets, know-how, methods or processes, whether or not registered, which it owns or has licensed except for those rights which are not material to the business of the Credit Parties and their Subsidiaries and in the ordinary course of maintaining an Intellectual Property portfolio are not routinely renewed.

ARTICLE X
Events of Default

SECTION 10.01 Listing of Events of Default. Each of the following events or occurrences described in this Section 10.01 shall constitute an "***Event of Default***":

(a) Non-Payment of Obligations. Any Credit Party fails to pay (i) any principal amount or interest on the Loans when due and payable, or (ii) any other Obligations more than three (3) Business Days after such Obligations are due and payable.

(b) Breach of Warranty. Any Credit Party or any Person acting for such Credit Party makes any representation, warranty, or other statement now or later in this Agreement, any other Credit Document or in any writing delivered to any Agent or any Lender in connection with this Agreement or to induce any Agent or any Lender to enter this Agreement or any Credit Document (including any certificates delivered pursuant to Article V), and such representation, warranty, or other statement is incorrect in any material respect when made or deemed to have been made.

(c) Non-Performance of Certain Covenants and Obligations. Any Credit Party fails or neglects to perform any obligation in Section 6.02, 8.01, 8.03, 8.10, 8.12, 8.14, 8.15(a) or violates any covenant in Article IX or Section 5 of the Second Amendment.

(d) Non-Performance of Other Covenants and Obligations. A Credit Party fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Credit Document, and as to any default (other than those specified in Section 10.01(a), 10.01(b) or 10.01(c)) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within thirty (30) days after the occurrence thereof.

(e) Other Agreements. There is, under any agreement to which a Credit Party or any of its Subsidiaries is a party with a third party or parties, (i) any payment default or other default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness for borrowed money in an amount individually or in the aggregate in excess of $1,000,000; or (ii) any breach or default by a Credit Party or a Subsidiary of such Credit Party, the result of which could have a Material Adverse Effect.

(f) Judgments. One or more fines, penalties or final judgments, orders or decrees for the payment of money in an amount, individually or in the aggregate, of at least $1,000,000 (not covered by independent third-party insurance as to which liability has not been rejected by such insurance carrier) shall be rendered against a Credit Party or any of its Subsidiaries by any Governmental Authority, and the same are not, within ten (10) days after the entry, assessment or issuance thereof, vacated, or after execution thereof, stayed or bonded pending appeal, (provided that no Credit Extensions will be made prior to the satisfaction, vacation, stay, or bonding of such fine, penalty, judgment, order or decree).

(g) Governmental Approval. Any Governmental Approval shall have been revoked, rescinded, suspended, modified in an adverse manner or not renewed for a full term, and such revocation, rescission, suspension, modification or non-renewal has had a Material Adverse Effect.

(h) Bankruptcy, Insolvency, etc. (i) A Credit Party or any of its Subsidiaries, as a whole, is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent, the realizable value of the Credit Parties' assets is less than the aggregate sum of its liabilities, or the Credit Parties; (ii) a Credit Party or any of its Subsidiaries begins an Insolvency Proceeding; or (iii) an Insolvency Proceeding is begun against a Credit Party or any of its Subsidiaries and is not dismissed or stayed within forty five (45) days (but no Credit Extensions shall be made while any of the conditions described in this Section 10.01(h) exist and/or until any Insolvency Proceeding is dismissed).

(i) Plans. Any of the following events shall occur with respect to any Plan or Multiemployer Plan:

(i) the institution of any steps by any Credit Party, any Subsidiary of a Credit Party, any ERISA Affiliate or any other Person to terminate a Plan if, as a result of such termination, the Credit Parties or the Subsidiaries would reasonably be expected to incur a liability or obligation to such Plan in excess of $1,000,000 in the aggregate;

(ii) except as could not reasonably be expected to have a Material Adverse Effect, a contribution failure or termination occurs with respect to any Plan: (A) to which Plan a Credit Party or any of its Subsidiaries contributes or has or has had an obligation to contribute, and such contribution failure is sufficient to give rise to a Lien under Sections 303(k) or Section 430(k) of the Code or such Plan termination is reasonably expected to result in the imposition of Lien under Section 4068 of ERISA on the assets of a Credit Party or any of its Subsidiaries, or (b) to which an ERISA Affiliate contributes or has or has had an obligation to contribute and a Lien (except for any Liens which do not prime or have priority over the Liens securing the Obligations) arises under Sections 303(k) or 4068 of ERISA or Section 430(k) of the Code on the assets of a Credit Party or any of its Subsidiaries; or

(iii) any event or events described in Section 8.08(b) for which notice is required thereunder occurs, that alone or together with any other such event that occurs or has occurred could reasonably be expected to result in a Material Adverse Effect.

(j) Impairment of Security, Guaranty, etc.

(i) (1) The service of process seeking to attach, by trustee or similar process, any funds of a Credit Party or of any of its Subsidiaries, or (2) a notice of Lien or levy is filed against the assets of any Credit Party or any of its Subsidiaries by any Governmental Authority, and the same under clauses (1) and (2) hereof are not, within thirty (30) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); provided, however, no Credit Extensions shall be made during any such thirty (30) day cure period; or

(ii) (1) any material portion of the assets of a Credit Party or any of its Subsidiaries is attached, seized, levied on, or comes into possession of a trustee or receiver, or (2) any court order enjoins, restrains, or prevents a Credit Party or any of its Subsidiaries from conducting all or any material part of its business; or

(iii) Any guaranty of any Obligations terminates or ceases for any reason to be in full force and effect.

(k) Subordination. Any subordination or intercreditor agreement relating to any Subordinated Debt shall for any reason be revoked or invalidated or otherwise cease to be in full force and effect, any party thereto shall be in breach thereof or contest in any manner the validity or enforceability thereof or deny that it has any further obligation thereunder, or the Obligations shall for any reason not have the priority contemplated by this Agreement.

SECTION 10.02 Remedies Upon Event of Default. If any Event of Default shall occur for any reason, whether voluntary or involuntary, and be continuing, the Administrative Agent may, and upon the direction of the Required Lenders shall, by notice to the Borrower (a) terminate or reduce the Delayed Draw Term Loan Commitment, Revolving Loan Commitments or Incremental Term Loan Commitments or (b) declare all or any portion of the outstanding principal amount of the Loans and other Obligations to be due and payable and the Delayed Draw Term Loan Commitments, the Revolving Loan Commitments and the Incremental Term Loan Commitments (if not theretofore terminated) to be terminated, whereupon the full unpaid amount of such Loans and other Obligations which shall be so declared due and payable shall be and become immediately due and payable, without further notice, demand or presentment, and the Delayed Draw Term Loan Commitments, the Revolving Loan Commitments and the Incremental Term Loan Commitments shall terminate. The Lenders and the Collateral Agent shall have all other rights and remedies available at law or in equity or pursuant to any Credit Documents.

ARTICLE XI
The Agents

SECTION 11.01 Appointment. Each Lender (and, if applicable, each other Secured Party) hereby appoints Monroe as its Collateral Agent under and for purposes of each Credit Document, and hereby authorizes the Collateral Agent to act on behalf of such Lender (or if applicable, each other Secured Party) under each Credit Document and, in the absence of other written instructions from the Lenders pursuant to the terms of the Credit Documents received from time to time by the Collateral Agent, to exercise such powers hereunder and thereunder as are specifically delegated to or required of the Collateral Agent by the terms hereof and thereof, together with such powers as may be incidental thereto. Each Lender (and, if applicable, each other Secured Party) hereby appoints Monroe as its Administrative Agent under and for purposes of each Credit Document and hereby authorizes the Administrative Agent to act on behalf of such Lender (or, if applicable, each other Secured Party) under each Credit Document and, in the absence of other written instructions from the Lenders pursuant to the terms of the Credit Documents received from time to time by the Administrative Agent, to exercise such powers hereunder and thereunder as are specifically delegated to or required of the Administrative Agent by the terms hereof and thereof, together with such powers as may be incidental thereto. Each Lender (and, if applicable, each other Secured Party) hereby irrevocably designates and appoints each Agent as the agent of such Lender. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender or other Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against any Agent.

SECTION 11.02 Delegation of Duties. Each Agent may execute any of its duties under this Agreement and the other Credit Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 11.03 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys in fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Credit Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Lenders or any other Secured Party for any recitals, statements, representations or warranties made by any Credit Party or any officer thereof contained in this Agreement or any other Credit Document or any Specified Hedging Agreement or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Credit Document or any Specified Hedging Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Credit Document or any Specified Hedging Agreement or for any failure of any Credit Party or other Person to perform its obligations hereunder or thereunder. None of the Agents shall be required to take any action that, in its reasonable opinion or the reasonable opinion of its counsel, may expose such Agent to liability or that is contrary to any Credit Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any bankruptcy or insolvency law or other similar law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any bankruptcy or insolvency law or other similar law. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Credit Document or any Specified Hedging Agreement, or to inspect the properties, books or records of any Credit Party.

SECTION 11.04 Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Credit Parties), independent accountants and other experts selected by such Agent. The Agents may deem and treat the payee of any note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agents. As to any matters not clearly and expressly provided for by the Credit Documents, each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Credit Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other requisite Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Credit Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans and all other Secured Parties.

SECTION 11.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder, except with respect to any Default or Event of Default in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders unless the Administrative Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Collateral Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that an Agent receives such a notice, such Agent shall give notice thereof to the other Agent and the Lenders. Each Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or any other instructing group of Lenders specified by this Agreement); provided, that unless and until each Agent shall have received such directions, the Agents may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as such Agent shall deem advisable in the best interests of the Secured Parties.

SECTION 11.06 Non Reliance on Agents and Other Lenders. Each Lender (and, if applicable, each other Secured Party) expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys in fact or Affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Credit Party or any Affiliate of a Credit Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender or any other Secured Party. Each Lender (and, if applicable, each other Secured Party) represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into, the business, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Affiliates and made its own decision to make its Loans hereunder and enter into this Agreement or any Specified Hedging Agreement. Each Lender (and, if applicable, each other Secured Party) also represents that it will, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Credit Documents or any Specified Hedging Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent hereunder, the Agents shall not have any duty or responsibility to provide any Lender or any other Secured Party with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Credit Party or any Affiliate of a Credit Party that may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 11.07 Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective Total Credit Exposure in effect on the date on which indemnification is sought under this Section 11.07 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Total Credit Exposure immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Credit Documents, any Specified Hedging Agreement or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. The agreements in this Section 11.07 shall survive the payment of the Loans and all other amounts payable hereunder.

SECTION 11.08 Agent in Its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Credit Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Credit Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender", "Lenders", "Secured Party" and "Secured Parties" shall include each Agent in its individual capacity.

SECTION 11.09 Successor Agents. Either Agent may resign as Agent upon thirty (30) days' notice to the Lenders, such other Agent and the Borrower. If either Agent shall resign as such Agent in its applicable capacity under this Agreement and the other Credit Documents, then the Required Lenders shall appoint from among the Lenders a successor agent, which successor agent shall (unless an Event of Default shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of such Agent in its applicable capacity, and the term "Administrative Agent" or "Collateral Agent", as the case may be, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent in its applicable capacity shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. If no applicable successor agent has accepted appointment as such Agent in its applicable capacity by the date that is thirty (30) days following such retiring Agent's notice of resignation, such retiring Agent's resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of such Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Agent's resignation as the Administrative Agent or the Collateral Agent, as applicable, the provisions of this Article XI shall inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement and the other Credit Documents.

SECTION 11.10 Agents Generally. Except as expressly set forth herein, no Agent shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 11.11 Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each of the Lenders agrees that it shall not, without the express written consent of the Collateral Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Collateral Agent, set off against the Obligations, any amounts owing by such Lender to any Credit Party or any of their respective Subsidiaries or any deposit accounts of any Credit Party or any of their respective Subsidiaries now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Collateral Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Credit Document against any Credit Party or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) Subject to Section 12.09, if, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from the Agents pursuant to the terms of this Agreement, or (ii) payments from the Agents in excess of such Lender's pro rata share of all such distributions by Agents, such Lender promptly shall (A) turn the same over to the Collateral Agent, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their pro rata shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

SECTION 11.12 Agency for Perfection. Collateral Agent hereby appoints each other Secured Party as its agent (and each Secured Party hereby accepts such appointment) for the purpose of perfecting the Collateral Agent's Liens in assets which, in accordance with Article VII or Article VIII, as applicable, of the Uniform Commercial Code of any applicable state can be perfected only by possession or control. Should any Secured Party obtain possession or control of any such Collateral, such Secured Party shall notify Collateral Agent thereof, and, promptly upon Collateral Agent's request therefor shall deliver possession or control of such Collateral to Collateral Agent or in accordance with Collateral Agent's instructions.

SECTION 11.13 Sole Lead Arranger and Sole Bookrunner. Anything herein to the contrary notwithstanding, the sole lead arranger (the "***Sole Lead Arranger***") and the sole bookrunner shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, except in their respective capacities, if applicable, as an Agent or a Lender hereunder.

ARTICLE XII
Miscellaneous

SECTION 12.01 Amendments and Waivers. (a) Neither this Agreement nor any other Credit Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this Section 12.01. The Required Lenders may, or, with the consent of the Required Lenders, the Collateral Agent or Administrative Agent, as applicable, may, from time to time, (1) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or the Credit Parties hereunder or thereunder or (2) waive, on such terms and conditions as the Required Lenders or the Collateral Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, that, in lieu of the foregoing requirement, no such waiver, amendment, supplement or modification shall directly:

(i) (A) reduce or forgive any portion of any Loan or extend the final expiration date of any Lender's Commitment or extend the final scheduled maturity date of any Loan or reduce the stated interest rate (it being understood that any change to the definition of Total Net Leverage Ratio, or in the component definitions thereof shall not constitute a reduction in the stated interest rate and only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay interest at the "default rate" or amend Section 2.08(c)), or (B) reduce or forgive any portion or extend the date for the payment, of any interest or fee payable hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates and other than as a result of a waiver or amendment of any mandatory prepayment of Term Loans (which shall not constitute an extension, forgiveness or postponement of any date for payment of principal, interest or fees)), or (C) amend or modify any provisions of Section 12.09(b) or any other provision that provides for the *pro rata* nature of disbursements by or payments to Lenders, in each case without the written consent of each Lender directly and adversely affected thereby;

(ii) (x) amend, modify or waive any provision of this Section 12.01, (y) change, amend, modify or supplement the definition of "Required Lenders" or any provision requiring the vote of all of the Lenders or (z) consent to the assignment or transfer by any Credit Party of its rights and obligations under any Credit Document to which it is a party (except as permitted pursuant to Section 9.03, Section 12.19, the Guarantee Agreement, the IPSoft Guarantee Agreement and the Security Documents), in each case without the written consent of each Lender directly and adversely affected thereby;

(iii) increase the aggregate amount of any Commitment of any Lender without the consent of such Lender;

(iv) amend, modify or waive any provision of Article XI without the written consent of the then-current Collateral Agent and Administrative Agent;

(v) change any Commitment to a Commitment of a different Class in each case without the prior written consent of each Lender directly and adversely affected thereby; or

(vi) release all or substantially all of the Guarantors or the IPSoft Guarantors under the Guarantee Agreement or the IPSoft Guarantee Agreement (except as expressly permitted by the Guarantee Agreement and the IPSoft Guarantee Agreement), subordinate the Obligations, or release or subordinate all or substantially all of the Collateral under the Security Documents (except as expressly permitted thereby and in Section 12.19), in each case without the prior written consent of each Lender;

provided, further, that any waiver, amendment or modification of this Agreement that by its terms affects the rights or duties under this Agreement of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section 12.01 if such Class of Lenders were the only Class of Lenders hereunder at the time.

(b) Notwithstanding the foregoing or anything to the contrary herein:

(i) except to the extent otherwise set forth in this Agreement, this Agreement may be amended (or amended and restated) with the written consent of the Administrative Agent and the Borrower to give effect to the transactions contemplated by Section 2.01(d);

(ii) the consent of the Required Lenders shall not be required to make any such changes necessary to be made in connection with any borrowing of Incremental Term Loans as set forth in Section 2.01(c);

(iii) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (x) the Commitments of such Lender may not be increased or extended without the consent of such Lender, (y) the principal of, rate of interest on or any fees owing to such Defaulting Lender may not be reduced or such principal, interest or fees may not be forgiven, or (z) the date fixed for any payment of principal, interest or fees owing to such Defaulting Lender may not be postponed or waived or the date of termination of the commitment of any such Defaulting Lender hereunder may not be postponed, in each case, without the prior written consent of such Defaulting Lender;

(iv) schedules to this Agreement and the Security Pledge Agreement may be amended or supplemented by the delivery of a Compliance Certificate in accordance with, and solely to the extent set forth in, Section 8.01(d);

(v) this Agreement and any other Credit Document may be amended solely with the consent of the Administrative Agent and the Borrower without the need to obtain the consent of any other Lender if such amendment is delivered in order to correct or cure (x) ambiguities, errors, omissions, defects, (y) to effect administrative changes of a technical or immaterial nature or (z) incorrect cross references or similar inaccuracies in this Agreement or the applicable Credit Document. Guarantees, collateral documents, security documents, intercreditor agreements, and related documents executed in connection with this Agreement may be in a form reasonably determined by the Administrative Agent or Collateral Agent, as applicable, and may be amended, modified, terminated or waived, and consent to any departure therefrom may be given, without the consent of any Lender if such amendment, modification, waiver or consent is given in order to (x) comply with local law or advice of counsel or (y) cause such guarantee, collateral document, security document or related document to be consistent with this Agreement and the other Credit Documents. Any such amendment shall become effective without any further consent of any other party to such Credit Document; and

(vi) no amendment or waiver shall, unless signed by Administrative Agent and Required Revolving Lenders (or by Administrative Agent with the consent of Required Revolving Lenders) in addition to the Required Lenders (or by Administrative Agent with the consent of the Required Lenders): (i) amend or waive compliance with the conditions precedent to the obligations of Lenders to make any Revolving Loan in Section 6.01; or (ii) waive any Default or Event of Default for the purpose of satisfying the conditions precedent to the obligations of Lenders to make any Delayed Draw Term Loan in Section 6.01. No amendment shall: (x) amend or waive this Section 12.01(b)(vi) or the definitions of the terms used in this Section 12.01(b)(vi) insofar as the definitions affect the substance of this Section 12.01(b)(vi); (y) change the definition of the term Required Revolving Lenders; or (z) change the percentage of Lenders which shall be required for Revolving Lenders to take any action hereunder, in each case, without the consent of all Revolving Lenders; and

(vii) no amendment or waiver shall, unless signed by Administrative Agent and Required Delayed Draw Term Loan Lenders (or by Administrative Agent with the consent of Required Delayed Draw Term Loan Lenders) in addition to the Required Lenders (or by Administrative Agent with the consent of the Required Delayed Draw Term Loan Lenders): (i) amend or waive compliance with the conditions precedent to the obligations of Lenders to make any Delayed Draw Term Loan in Section 6.01; or (ii) waive any Default or Event of Default for the purpose of satisfying the conditions precedent to the obligations of Lenders to make any Delayed Draw Term Loan in Section 6.01. No amendment shall: (x) amend or waive this Section 12.01(b)(vii) or the definitions of the terms used in this Section 12.01(b)(vii) insofar as the definitions affect the substance of this Section 12.01(b)(vii); (y) change the definition of the term Required Delayed Draw Term Loan Lenders; or (z) change the percentage of Lenders which shall be required for Delayed Draw Term Loan Lenders to take any action hereunder, in each case, without the consent of all Delayed Draw Term Loan Lenders.

SECTION 12.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Credit Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Credit Parties or the Agents, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 12.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Borrower and the Agents.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three (3) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 12.02(c)), when delivered; provided, that notices and other communications to the Agents pursuant to Article II shall not be effective until actually received by such Person.

(b) Effectiveness of Facsimile Documents and Signatures. Credit Documents may be transmitted and/or signed by facsimile or other electronic communication. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all Credit Parties, the Agents and the Lenders.

(c) Reliance by Agents and Lenders. The Agents and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of any Credit Party even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof.

SECTION 12.03 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Credit Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

SECTION 12.04 Survival of Representations and Warranties. All representations and warranties made hereunder and in the other Credit Documents shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

SECTION 12.05 Payment of Expenses and Taxes; Indemnification. Other than with respect to Excluded Taxes, the Borrower agrees, within ten (10) days after initial written presentment or demand therefor (or immediately upon demand during the continuance of an Event of Default of the type set forth in Section 10.01(a) or Section 10.01(h)), (a) to pay or reimburse the Agents for all their reasonable and documented (to the extent available) out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees, disbursements and other charges of counsel (limited to one lead counsel for the Agents, and if necessary, one local counsel in each material relevant jurisdiction, (b) to pay or reimburse each Lender and the Agents for all their reasonable and documented (to the extent available) out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Credit Documents and any such other documents, including the reasonable fees, disbursements and other charges of one lead counsel (selected by the Administrative Agent) for the Agents and the Lenders, collectively, and if necessary, one local counsel (selected by the Administrative Agent) in each material relevant jurisdiction, plus, in the case of one or more actual or potential conflicts of interest, one or more additional counsel for each class of similarly situated Persons, (c) to pay, indemnify, and hold harmless each Lender and the Agents from any and all Other Taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Credit Documents and any such other documents, (d) to pay or reimburse Collateral Agent for all reasonable fees and expenses incurred in exercising its rights under Section 8.14, and (e) to pay, indemnify and hold harmless each Lender and the Agents, their transferees, and their respective Related Parties (collectively, the "***Indemnified Parties***") from and against any and all other from and against any and all other claims, liabilities, obligations, losses, damages, penalties, actions, litigation, judgments, suits, of any kind or nature whatsoever, whether based on contract, tort or any other theory, whether brought by a third party or by Topco, the Borrower or any of their Subsidiaries, and regardless of whether any Indemnified Party is a party thereto, including payment of reasonable and documented (to the extent available) out-of-pocket costs, expenses or disbursements, including reasonable and documented (to the extent available) fees, disbursements and other charges of counsel (limited to one lead counsel (selected by the Administrative Agent) for the Agents and the Lenders, and if necessary, one local counsel (selected by the Administrative Agent) in each material relevant jurisdiction, and, in the case of any actual or perceived conflict of interest, one conflicts counsel for each class of similarly situated Indemnified parties), with respect to the enforcement, preservation or protection of its rights under, this Agreement (and the execution, delivery, performance and administration of this Agreement, the other Credit Documents and any such other documents solely with respect to the Agents), the other Credit Documents and any such other documents, including all such costs and expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law or any actual or alleged presence of Hazardous Materials applicable to the operations of each Credit Party, any of their respective Subsidiaries or any of their Real Property (all the foregoing in this clause (e), collectively, the "***indemnified liabilities***"); provided, that the Credit Parties shall have no obligation hereunder to the applicable Indemnified Party with respect to indemnified liabilities to the extent determined in a final judgment of a court of competent jurisdiction to have arisen from (i) the bad faith, gross negligence or willful misconduct of such Indemnified Party, (ii) a material breach by such Indemnified Party of its funding obligations under any Credit Document or (iii) disputes among the Indemnified Parties for actions by one or more of the Indemnified Parties which is outside of the scope of any such Indemnified Party's capacity as an Indemnified Party hereunder and that does not involve any act or omission by Topco, the Borrower or its Affiliates. The agreements in this Section 12.05 shall survive repayment of the Loans and all other amounts payable hereunder and termination of this Agreement. To the fullest extent permitted by Applicable Law, no Credit Party shall assert, and each Credit Party hereby waives, any claim against any of the Indemnified Parties, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby or any Loan or the use of the proceeds thereof. Except with respect to matters involving fraud on the party of any Credit Party, to the fullest extent permitted by Applicable Law, no Indemnified Party shall assert, and each Indemnified Party hereby waives, any claim against any of the Credit Parties, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby or any Loan or the use of the proceeds thereof. None of the Indemnified Parties shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby.

SECTION 12.06 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as set forth in Section 9.03, no Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Credit Party without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.06. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section 12.06) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement. Notwithstanding anything to the contrary herein, (a) any Lender shall be permitted to pledge or grant a security interest in all or any portion of such Lender's rights hereunder including, but not limited to any Loans (without the consent of, or notice to or any other action by, any other party hereto) to secure the obligations of such Lender or any of its Affiliates to any Person providing any loan, letter of credit or other extension of credit to or for the account of such Lender or any of its Affiliates and any agent, trustee or representative of such Person and (b) the Agents shall be permitted to pledge or grant a security interest in all or any portion of their respective rights hereunder or under the other Credit Documents, including, but not limited to, rights to payment (without the consent of, or notice to or any other action by, any other party hereto), to secure the obligations of such Agent or any of its Affiliates to any Person providing any loan, letter of credit or other extension of credit to or for the account of such Agent or any of its Affiliates and any agent, trustee or representative of such Person.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (other than to a Defaulting Lender or to the Borrower or to any of the Borrower's Affiliates or Subsidiaries) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (which consent in each case shall not be unreasonably withheld or delayed) of:

(A) the Borrower; provided, that (1) no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, and (2) the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof;

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, to the extent such assignment complies with the requirements in Section 12.06(b)(ii)(A).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans of any Class, the amount of the Loans or Commitments of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall be at least $2,500,000 and in multiples of $500,000, unless each of the Borrower and the Administrative Agent otherwise consents, which consent, in each case, shall not be unreasonably withheld or delayed; provided, however, that no such consent of the Borrower shall be required if a Default or Event of Default has occurred and is continuing; and provided further, that contemporaneous assignments to a single assignee made by affiliated Lenders or related Approved Funds and contemporaneous assignments by a single assignor to affiliated Lenders or related Approved Funds shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the applicable Class of Loans or Commitments; provided, that this paragraph shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of $3,500; provided, that no such fee shall be payable for any assignment to a Lender, an Affiliate of a Lender or an Approved Fund; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to such assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee (by its execution and delivery of the applicable Assignment and Acceptance to the Administrative Agent) and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Delayed Draw Term Loan Commitment Percentage and/or Revolving Loan Commitment Percentage, as applicable. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section 12.06, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of (and be subject to the obligations of) Sections 2.10, 2.11, 4.04 and 12.05); provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.06 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 12.06.

(iv) The Administrative Agent, acting for this purpose on behalf of the Borrower (but not as an agent, fiduciary or for any other purposes), shall maintain a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Total Commitments of, and principal amount of the Loans pursuant to the terms hereof from time to time (the "***Register***"). Further, the Register shall contain the name and address of the Administrative Agent and the lending office through which each such Person acts under this Agreement. The entries in the Register shall be conclusive, and the Credit Parties, the Agents and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register, as in effect at the close of business on the preceding Business Day, shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder) and accompanying "know your customer" documentation and any written consent to such assignment required by paragraph (b)(i) of this Section 12.06, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless and until it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Agents, sell participations to one or more banks or other entities (other than a natural person, a Defaulting Lender, the Borrower, any of the Borrower's Affiliates or Subsidiaries) (each, a "***Participant***") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Credit Document; provided, that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clause (i) of the first proviso to Section 12.01. Subject to paragraph (c)(ii) of this Section 12.06, the Borrower agree that each Participant shall be entitled to the benefits of (and be subject to the obligations of) Sections 2.10, 2.11 and 4.04 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 12.06. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.09(b) as though it were a Lender, provided, that such Participant agrees to be subject to Section 12.09(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10 or 2.11 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Non-U.S. Lender if it were a Lender shall not be entitled to the benefits of Section 4.04 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 4.04(b) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Credit Documents (the "***Participant Register***"); provided, that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

SECTION 12.07 Replacements of Lenders Under Certain Circumstances. (a) The Borrower, at its sole cost and expense, shall be permitted to replace any Lender (or any Participant), other than an Affiliate of any Agent, that (i) requests reimbursement for amounts owing pursuant to Section 2.10, Section 2.11, Section 2.12, or Section 4.04, (ii) is affected in the manner described in Section 2.10(a)(iii) and as a result thereof any of the actions described in such Section is required to be taken or (iii) is a Defaulting Lender, provided, that (A) such replacement does not conflict with any Applicable Law, (B) no Default or Event of Default shall have occurred and be continuing at the time of such replacement, (C) the Borrower shall repay (or the replacement bank or institution shall purchase, at par) all Loans and other amounts (other than any disputed amounts) pursuant to Section 2.10, Section 2.11, Section 2.12, or Section 4.04, as the case may be, owing to such replaced Lender prior to the date of replacement, (D) the replacement bank or institution, if not already a Lender, and the terms and conditions of such replacement, shall be reasonably satisfactory to the Administrative Agent, (E) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 12.06 (except that such replaced Lender shall not be obligated to pay any processing and recordation fee required pursuant thereto) and (F) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, any Agent or any other Lender shall have against the replaced Lender. In connection with any such replacement, if any such replaced Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Acceptance reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Acceptance to such replaced Lender, then such replaced Lender shall be deemed to have executed and delivered such Assignment and Acceptance without any action on the part of the replaced Lender.

(b) If any Lender (a "***Non-Consenting Lender***") has failed to consent to a proposed amendment, waiver, discharge or termination, which pursuant to the terms of Section 12.01 requires the consent of all of the Lenders affected and with respect to which the Required Lenders shall have granted their consent, then, provided that no Default or Event of Default then exists, the Borrower shall have the right (unless such Non-Consenting Lender grants such consent), at their own cost and expense, to replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign its Loans and Commitments to one or more assignees reasonably acceptable to the Administrative Agent, except to the extent such replacement Lender is the Administrative Agent, the Collateral Agent or any Affiliate thereof, provided, that: (i) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment, (ii) the replacement Lender or the Borrower, as the case may be, shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon and (iii) such replacement Lender shall consent to the requested amendment, waiver, discharge or termination. In connection with any such assignment, the Borrower, the Agents, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 12.06 (except that such Non-Consenting Lender shall not be obligated to pay any processing and recordation fee required pursuant thereto); provided that if any such Non-Consenting Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Acceptance reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Acceptance to such Non-Consenting Lender, then such Non-Consenting Lender shall be deemed to have executed and delivered such Assignment and Acceptance without any action on the part of the replaced Lender.

SECTION 12.08 Securitization. The Credit Parties hereby acknowledge that the Lenders and their Affiliates may securitize the Loans (a "***Securitization***") through the pledge of the Loans as collateral security for loans to the Lenders or their Affiliates or through the sale of the Loans or the issuance of direct or indirect interests in the Loans to their Controlled Affiliates, which loans to the Lenders or their Affiliates or direct or indirect interests will be rated by Moody's, S&P or one or more other rating agencies. The Credit Parties shall, to the extent commercially reasonable, cooperate with the Lenders and their Affiliates to effect any and all Securitizations. Notwithstanding the foregoing, no such Securitization shall release the Lender party thereto from any of its obligations hereunder or substitute any pledgee, secured party or any other party to such Securitization for such Lender as a party hereto and no change in ownership of the Loans may be effected except pursuant to Section 12.06.

SECTION 12.09 Adjustments; Set-off. (a) If any Lender (a "***Benefited Lender***") shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 10.01(h), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Loans or interest thereon, such Benefited Lender shall (i) notify the Administrative Agent of such fact and (ii) purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loans, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, that (i) if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest and (ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant (as to which the provisions of this Section shall apply).

Notwithstanding the foregoing, in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.14 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff.

Each Credit Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Credit Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Credit Party in the amount of such participation.

(b) After the occurrence and during the continuance of an Event of Default, to the extent consented to by Collateral Agent, in addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower or any other Credit Party, any such notice being expressly waived by the Credit Parties to the extent permitted by Applicable Law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Agents after any such set-off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such set-off and application.

SECTION 12.10 Counterparts. This Agreement and the other Credit Documents may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Collateral Agent and the Administrative Agent.

SECTION 12.11 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 12.11, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law), as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

SECTION 12.12 Integration. This Agreement and the other Credit Documents represent the agreement of the Credit Parties, the Agents and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party hereto or thereto relative to the subject matter hereof not expressly set forth or referred to herein or in the other Credit Documents.

SECTION 12.13 GOVERNING LAW. THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS (UNLESS EXPRESSLY PROVIDED OTHERWISE THEREIN) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

SECTION 12.14 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York sitting in Manhattan, New York, and of the United States District Court for the Southern District of New York sitting in Manhattan, New York, and any appellate court from any thereof, but nothing in this Agreement will be deemed or operate to preclude Administrative Agent from bringing suit or taking other legal action in any other jurisdiction;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the applicable party at its respective address set forth on Schedule 12.02 or at such other address of which the Agents shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

(e) waives, to the maximum extent not prohibited by law, all rights of rescission, setoff, counterclaims, and other defenses in connection with the repayment of the Obligations; and

(f) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 12.14 any special, exemplary, punitive or consequential damages.

SECTION 12.15 Acknowledgments. Each Credit Party hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) neither the Agents nor any Lender has any fiduciary relationship with or duty to the Credit Parties arising out of or in connection with this Agreement or any of the other Credit Documents, and the relationship between any Agent and Lenders, on one hand, and the Credit Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Credit Parties and the Lenders.

SECTION 12.16 WAIVERS OF JURY TRIAL. THE CREDIT PARTIES, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 12.17 Confidentiality

. Each Agent and Lender shall hold all information relating to any Credit Party, any Subsidiary of any Credit Party obtained pursuant to the requirements of this Agreement or in connection with such Lender's evaluation of whether to become a Lender hereunder ("***Confidential Information***") confidential in accordance with its customary procedure for handling confidential information of this nature and (in the case of a Lender that is a bank) in accordance with safe and sound banking practices; provided, that Confidential Information may be disclosed by any Agent or Lender:

(a) as required or requested by any governmental agency or representative thereof (including, without limitation, public disclosures by any Agent, Lender or any of their Related Parties to any self-regulatory authority, such as the National Association of Insurance Commissioners, as required by the SEC (including for purposes of complying with the filing requirements thereof) or any other governmental or regulatory authority);

(b) pursuant to legal process;

(c) in connection with the enforcement of any rights or exercise of any remedies by such Agent or Lender under this Agreement or any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document;

(d) to such Agent's or Lender's (i) attorneys, professional advisors, independent auditors, funding sources or Affiliates or (ii) respective partners, investors, lenders, directors, officers, employees, agents and representatives;

(e) to any examiner or rating agency;

(f) in connection with:

(i) the establishment of any special purpose funding vehicle with respect to the Loans,

(ii) any Securitization permitted under Section 12.08;

(iii) any prospective assignment of, or participation in, its rights and obligations pursuant to Section 12.06, to prospective permitted assignees or Participants, as the case may be;

(iv) any Hedging Agreement entered into or proposed to be entered into in connection with the Loans made hereunder, to actual or proposed direct or indirect contractual counterparties;

(v) any actual or proposed credit facility for loans, letters of credit or other extensions of credit to or for the account of such Agent or Lender or any of its Affiliates, to any Person providing or proposing to provide such loan, letter of credit or other extension of credit or any agent, trustee or representative of such Person; and

(vi) to the extent necessary or customary for, inclusion in league table measurements or in any tombstone or other advertising or marketing materials;

(g) otherwise to the extent consisting of general portfolio information;

(h) with the consent of the Borrower; or

(i) to the extent that such Confidential Information is or becomes publicly available other than by reason of disclosure by such Agent or Lender in violation of this Agreement;

provided, that in the case of clause (e) hereof, the Person to whom Confidential Information is so disclosed is advised of and has been directed to comply with the provisions of this Section 12.17.

Notwithstanding the foregoing, (A) each of the Agents, the Lenders and any Affiliate thereof is hereby expressly permitted by the Credit Parties to refer to any Credit Party and any of their respective Subsidiaries in connection with any promotion or marketing undertaken by such Agent, Lender or Affiliate in connection with this Agreement, the other Credit Documents, the Transaction documents or any of the Transactions, and, for such purpose, such Agent, Lender or Affiliate may utilize any trade name, trademark, logo or other distinctive symbol associated with such Credit Party or such Subsidiary or any of their businesses and (B) any information that is or becomes generally available to the public (other than as a result of prohibited disclosure by any Agent or Lender) shall not be subject to the provisions of this Section 12.17.

EACH LENDER ACKNOWLEDGES THAT CONFIDENTIAL INFORMATION (AS DEFINED IN THIS SECTION 12.17) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING EACH CREDIT PARTY AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING WAIVERS AND AMENDMENTS, FURNISHED BY THE CREDIT PARTIES OR ANY AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE CREDIT PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE CREDIT PARTIES AND THE AGENTS THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

SECTION 12.18 Press Releases, etc. Each Credit Party will not, and will not permit any of its respective Subsidiaries, directly or indirectly, to publish any press release or other similar public disclosure or announcements (including any marketing materials) regarding this Agreement, the other Credit Documents, or the transactions contemplated hereby, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

SECTION 12.19 Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Credit Document, the Collateral Agent is hereby irrevocably authorized by each Secured Party (without requirement of notice to or consent of any Secured Party except as expressly required by Section 12.01) to take, and shall take, any action requested by the Borrower having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Credit Document or that has been consented to in accordance with Section 12.01 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as (A) (i) the Loans and the other Obligations (other than Unasserted Contingent Obligations and, for the avoidance of doubt, Obligations under Specified Hedging Agreements to the extent cash collateralized or backstopped in a manner reasonably satisfactory to the applicable Qualified Counterparty) shall have been paid in full and (ii) the Commitments have been terminated or (B) any item of Collateral (including, without limitation, as a result of a Disposition of a Subsidiary that owns Collateral) is subject to a Disposition permitted under this Agreement, the Collateral Agent shall release all or such part of the Collateral from the Liens and security interests created by the Security Documents.

(c) Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release its interest in particular types or items of property, or to release any guarantee obligations pursuant to this Section 12.19. In each case as specified in this Section 12.19, the Collateral Agent will (and each Lender irrevocably authorizes the Collateral Agent to), at the Borrower's expense, execute and deliver to the applicable Credit Party such documents as such Credit Party may reasonably request to evidence the release of such item of Collateral or guarantee obligation from the assignment and security interest granted under the Security Documents, in each case, in accordance with the terms of the Credit Documents and this Section 12.19.

SECTION 12.20 USA Patriot Act. Each Lender hereby notifies each Credit Party that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "***Patriot Act***"), it is required to obtain, verify and record information that identifies the Credit Parties, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the Patriot Act. Each Credit Party agrees to provide all such information to the Lenders upon request by any Agent at any time, whether with respect to any Person who is a Credit Party on the Closing Date or who becomes a Credit Party thereafter.

SECTION 12.21 No Fiduciary Duty. Each Credit Party, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Credit Parties, their respective Subsidiaries and Affiliates, on the one hand, and the Agents, the Lenders and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents, the Lenders or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

SECTION 12.22 Authorized Officers. The execution of any certificate requirement hereunder by an Authorized Officer shall be considered to have been done solely in such Authorized Officer's capacity as an officer of the applicable Credit Party (and not individually). Notwithstanding anything to the contrary set forth herein, the Secured Parties shall be entitled to rely and act on any certificate, notice or other document delivered by or on behalf of any Person purporting to be an Authorized Officer of a Credit Party and shall have no duty to inquire as to the actual incumbency or authority of such Person.

SECTION 12.23 Currency.

(a) Currency Conversion Procedures for Judgments. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder or under any other Credit Document in any currency (the "***Original Currency***") into another currency (the "***Other Currency***"), the parties hereby agree, to the fullest extent permitted by Applicable Law, that the rate of exchange used shall be that at which, on the relevant date, in accordance with its normal banking procedures, Administrative Agent and each Lender could purchase the Original Currency with the Other Currency after any premium and costs of exchange on the Business Day preceding that on which final judgment is given.

(b) Indemnity in Certain Events. The obligation of the Borrower in respect of any sum due from the Borrower to any Secured Party hereunder shall, notwithstanding any judgment in any Other Currency, whether pursuant to a judgment or otherwise, be discharged only to the extent that, on the Business Day of receipt (if received by 1:00 p.m., and otherwise on the following Business Day) by any Secured Party of any sum adjudged to be so due in such Other Currency, such Secured Party may, on the relevant date, in accordance with its normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to such Secured Party in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding such judgment or payment, to indemnify such Secured Party against such Loss.

(c) Currency Conversion Procedures Generally. For purposes of determining compliance with any incurrence or expenditure tests set forth in Articles XII and/or IX or with Dollar-based basket levels appearing hereunder or in definitions contained in Section 1.01, any amounts so incurred, expended or utilized (to the extent incurred, expended or utilized in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on *Reuters ECB page 37* or on such other basis as is reasonably satisfactory to the Administrative Agent) as in effect on the date of such incurrence, expenditure or utilization under any provision of any such Section or definition that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence, expenditure or utilization test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on *Reuters ECB page 37* or on such other basis as is reasonably satisfactory to the Administrative Agent) as in effect on the date of any new incurrence, expenditure or utilization made under any provision of any such Section that regulates the Dollar amount outstanding at any time).

SECTION 12.24 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.

Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

SECTION 12.25 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient, a "***Payment Recipient***") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from an Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "***Erroneous Payment***") and demands the return of such Erroneous Payment (or a portion thereof) (provided, that, without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand under this clause (a) with respect to an Erroneous Payment unless such demand is made within thirty Business Days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received). A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from an Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by an Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by an Agent (or any of its Affiliates), or (z) that such Lender or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one (1) Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 12.25(b).

(c) Each Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Credit Document, or otherwise payable or distributable by an Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by Agent for any reason, after demand therefor by Agent in accordance with immediately preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "***Erroneous Payment Return Deficiency***"), upon the Administrative Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned to the Administrative Agent its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "***Erroneous Payment Impacted Class***") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "***Erroneous Payment Deficiency Assignment***") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with Borrower) deemed to execute and deliver an Assignment and Acceptance (or, to the extent applicable, an agreement incorporating an Assignment and Acceptance by reference pursuant to an approved electronic platform as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any promissory notes evidencing such Loans to Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender and (iv) the Administrative Agent may reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender or Secured Party under the Credit Documents with respect to each Erroneous Payment Return Deficiency (the "***Erroneous Payment Subrogation Rights***").

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by an Agent from the Borrower or any other Credit Party for the purpose of making a payment or prepayment of the Obligations or from proceeds of Collateral to be applied to the Obligations.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 12.25 shall survive the resignation or replacement of any Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

AMELIA HOLDING II LLC,
a Delaware limited liability company

By: _____
Name: Keyvan Mohajer
Title: Chief Executive Officer

GUARANTORS:

AMELIA HOLDINGS INC.,
a Delaware corporation

By: _____
Name: Keyvan Mohajer
Title: Chief Executive Officer

AMELIA HOLDING I LLC,
a Delaware limited liability company

By: _____
Name: Keyvan Mohajer
Title: Chief Executive Officer

AMELIA US LLC,
a Delaware limited liability company

By: _____
Name: Keyvan Mohajer
Title: Chief Executive Officer

IPSOFT GOVERNMENT SOLUTIONS LLC,
a Delaware limited liability company

By: _____
Name: Keyvan Mohajer
Title: Chief Executive Officer

ADMINISTRATIVE AGENT AND COLLATERAL AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By: _____
Name: Jonathan Weinberg
Title: Managing Director

[Signature Page to Credit Agreement]

LENDERS:

MONROE CAPITAL CORPORATION,
as a Lender

By: _____
Name: Jonathan Weinberg
Title: Managing Director

MONROE CAPITAL INCOME PLUS CORPORATION, as a Lender

By: _____
Name: Jonathan Weinberg
Title: Managing Director

MC INCOME PLUS FINANCING SPV LLC, as a Lender

By: _____
Name: Jonathan Weinberg
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT MASTER FUND IV SCSp, as a Lender

By: Monroe Capital Management Advisors LLC**,** as its Investment Manager
Name: Jonathan Weinberg
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT FUND IV FINANCING SPV II SCSp, as a Lender

By: Monroe Capital Private Credit Fund IV SPV II GP S.à r.l, as its Managing General Partner
Name: Jonathan Weinberg
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT MASTER FUND IV (UNLEVERAGED) SCSp, as a Lender

By: Monroe Capital Management Advisors LLC**,** as its Investment Manager
Name: Jonathan Weinberg
Title: Managing Director

MONROE PRIVATE CREDIT FUND A LP,
as a Lender

By: Monroe Private Credit Fund A LLC, as its General Partner
Name: Jonathan Weinberg
Title: Managing Director

MONROE PRIVATE CREDIT FUND A FINANCING SPV LLC, as a Lender

By: Monroe Private Credit Fund A LP, as its Designated Manager
Name: Jonathan Weinberg
Title: Managing Director

By: Monroe private Credit Fund A LLC,
as its General Partner
Name:
Title:

MONROE CAPITAL PRIVATE CREDIT FUND I LP, as a Lender

By: Monroe Capital Private Credit Fund I LLC**,** as its General Partner
Name: Jonathan Weinberg
Title: Managing Director

MONROE CAPITAL PRIVATE CREDIT STARR (UNLEVERAGED) MASTER FUND 1 LP, as a Lender

By: Monroe Capital Private Credit Starr Fund GP LLC, its General Partner
Name: Jonathan Weinberg
Title: Managing Director