TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Softshare, Inc.		08/13/2010	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Liaison Technologies, Inc.
Street Address:	3157 Royal Drive
Internal Address:	Suite 200
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3251253	EDI NOTEPAD
Registration Number:	2662612	SOFTSHARE ISEARCH

OP $65.00 3251253

CORRESPONDENCE DATA

Fax Number: 7702174071
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 678-743-1125
Email: trademark@fisherbroyles.com
Correspondent Name: FisherBroyles, LLP
Address Line 1: 885 Woodstock Road
Address Line 2: Suite 430-383
Address Line 4: Roswell, GEORGIA 30075

NAME OF SUBMITTER:	Anthony J. DoVale
Signature:	/Anthony J DoVale/

Date:	11/09/2012

Total Attachments: 43
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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("**Agreement**") is entered into as of August 13, 2010, by and among Liaison Technologies, Inc., a Delaware corporation, including its wholly-owned subsidiaries ("**Buyer**"), Danielle C. Koornwinder and Frank Gott, as Trustees under the Koornwinder/Gott Family Trust ("**Seller**"), Softshare, Inc., a Delaware corporation, including its wholly-owned subsidiaries ("**Company**"), Danielle C. Koornwinder, an individual resident of California ("**Koornwinder**"), and Frank Gott, an individual resident of California ("**Gott**" and collectively with Koornwinder, the "**Founders**").

BACKGROUND

The Company is in the business of providing Internet-focused electronic commerce software and network services. The Founders originally purchased a predecessor business in 1988, organized the Company in 2000, and transferred ownership of the Company to Seller in 2004. Seller currently owns all of the issued and outstanding shares of Company. This Agreement contemplates a transaction in which Buyer will purchase from Seller, and Seller will sell to Buyer, all of the issued and outstanding shares of Company in exchange for cash, at the price and upon the terms and conditions set forth in this Agreement. The intention of the parties to this Agreement is to combine Buyer and Company in accordance with the terms of this Agreement, the end result being that Company will become a wholly-owned subsidiary of Buyer (with the Company's wholly-owned subsidiary, Softshare B.V., remaining as a subsidiary of Company).

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

1. DEFINITIONS. Unless expressly provided otherwise herein, all capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A.

2. SALE AND PURCHASE OF STOCK.

2.1. Sale and Purchase of Stock. In exchange for the Purchase Price specified in Section 2.2 and the representations, warranties, undertakings, covenants and agreements contained in this Agreement, and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, 500,000 common shares of Company's capital stock, and 482,527 Series A preferred shares of Company's capital stock, collectively constituting all of Company's outstanding shares of capital stock (the "**Shares**").

2.2. Purchase Price; Payment of Purchase Price.

(a) Calculation. The aggregate purchase price (the "**Purchase Price**") for Seller's Shares shall be determined by applying the formula indicated below (such formula, the "**Softshare Market Value**"), potentially adjusted as provided in Section 2.2(a)(iv) and in Article 9 below:

(i) The Purchase Price will be an amount determined using the following formula:

Purchase Price = 1.25 x [AAR] + [EC – ID + NWC] - TP, where:

AAR = Average Annual Revenue of the Company;

EC = Excess Cash of the Company as of July 31, 2010;

ID = Included Debt of the Company as of July 31, 2010;

NWC = Net Working Capital of the Company as of July 31, 2010, provided that NWC is included only if it is a negative number (thereby reducing the total Purchase Price); and

TP = Tax Payment of the Company, which is, for purposes of this Purchase Price calculation, three hundred fifty thousand dollars ($350,000.00).

(ii) Definitions. For purposes of applying the formula in Section 2.2(a)(i), the following terms have the following meanings:

"**Accounts Payable**" means accounts payable incurred but not yet paid, as determined on an Accrual Accounting Basis.

"**Accrual Accounting Basis**" means a standard accrual-based accounting method under which receipts are recorded consistently during the period in which they are earned, and expenses are recorded consistently during the period when incurred, as generally recognized in the United States.

"**Accrued Expenses**" means Company expenses incurred but not yet paid, as determined on an Accrual Accounting Basis.

"**Adjusted Accounts Receivable**" means the net realizable value of accounts receivable as determined by total value of accounts receivable (determined on an Accrual Accounting Basis) less any receivable amounts that are more than ninety (90) days outstanding. For the purposes of this definition, the number of days outstanding is the number of calendar days that have elapsed since the invoice has been issued and the payment has not been received by the Company.

"**Average Annual Revenue**" means the sum of the Company's cumulative Revenues over a continuous thirty-six (36) month period, beginning on July 1, 2007 and ending on June 30, 2010, then divided by three (3). The terms "Average Annual Revenue" and "Revenues" specifically (a) exclude all Revenue attributable to OutreachSystems.com, a separate corporate entity from Company, owned and operated by Seller ("OutreachSystems"), and (b) include all Revenue attributable to the Company's Subsidiary, provided that to the extent the Subsidiary uses the euro rather than the U.S. dollar, the Subsidiary will determine its Revenue and Average Annual Revenue using the euro, and the parties will convert such amounts to a U.S. dollar equivalent using a foreign currency exchange rates of one dollar thirty five cents to one euro ($1.35 to €1).

"**Average Net Working Capital**" means the Company's average monthly Net Working Capital for the twelve (12) month period beginning July 1, 2009 and ending June 30, 2010, calculated as the sum of the Company's Net Working Capital on the last day of each month during such period, divided by twelve.

"**Cash Accounting Basis**" means a standard cash-based accounting method under which receipts are recorded consistently during the period in which they are

received, and expenses are recorded consistently in the period in which they are actually paid, as generally recognized in the United States.

"**Excess Cash**" means an amount equal to the sum of all cash and cash equivalents, including any deposits in transit and excluding any checks that have been written by Company but not yet cleared the bank, reduced by (1) if the Company's Net Working Capital as of July 31, 2010, is negative, the amount by which the Average Net Working Capital exceeds zero, or (2) if Company's Net Working Capital as of July 31, 2010, is positive but still less than the Average Net Working Capital, the amount of the difference between the Net Working Capital as of July 31, 2010, and the Average Net Working Capital. For the avoidance of doubt, if Company's Net Working Capital as of July 31, 2010, is greater than or equal to the Average Net Working Capital, then Excess Cash shall mean the full amount of all cash and cash equivalents, including any deposits in transit and excluding any checks that have been written by Company but not yet cleared the bank. In addition, Excess Cash will not be less than zero (i.e., negative Excess Cash shall be treated as zero Excess Cash).

"**Included Debt**" means all outstanding loans and obligations of Company with a term longer than one (1) year, usually accompanied by interest payments, to the extent such loans and obligations will not be satisfied and paid in full on or before Closing by Seller or the Company.

"**Net Working Capital**" means Company's Adjusted Accounts Receivable balance, plus Prepaid Expenses, less any Accounts Payable and Accrued Expenses. For the avoidance of doubt, "Net Working Capital" will not include any Liability relating to income taxes payable with respect to the Company's taxable year ending June 30, 2010 or Taxes payable by Seller or Founders under Section 10.1(c) with respect to changes in the Company's accounting methods.

"**Prepaid Expenses**" means prepaid expenses as determined on an Accrual Accounting Basis.

"**Revenue**" means revenue determined on a Cash Accounting Basis, which is anticipated to be materially equivalent to gross income reported by the Company for U.S. tax purposes (except for the fiscal year ended June 30, 2010, for which the Company converted to an Accrual Accounting Basis, and also acknowledging that some differences may exist from gross income reported for U.S. tax purposes because the parties have agreed to convert all foreign currency to a U.S. dollar equivalent using a fixed exchange rate of one dollar thirty five cents to one euro [$1.35 to €1]).

"**Tax Payment**" means a mutually agreed reserve of the Tax amounts owed by the Company for the Tax described in Sections 10.1(b) and 10.1(c), which for purposes of this Purchase Price calculation is three hundred fifty thousand dollars ($350,000.00).

(iii) Purchase Price Certificate. No later than three (3) days before Closing, Company shall deliver to Buyer a written estimate of the Purchase Price calculated as provided above, such calculation to be substantially in the form set forth as Exhibit B (the "**Purchase Price Certificate**"). For the purposes of illustration, also attached as part of Exhibit B is a completed pro forma Purchase Price Certificate showing the calculation of the Purchase Price assuming that the Closing Date had occurred on June 30, 2010. The Company and Seller shall prepare its estimate of the Purchase Price for the Purchase Price Certificate in good faith, based on

information reasonably available prior to Closing, and using the accounting methods specified for each component.

(iv) Purchase Price Adjustment. The Purchase Price payable at Closing will be as set forth in the Purchase Price Certificate. However, the Purchase Price is subject to adjustment after Closing as provided in this section:

(1) Separation Plan Benefits. The Purchase Price may be reduced by all payments made under the Separation Plan established in accordance with Section 6.10 of this Agreement, up to a maximum reduction of $800,000 (the "**Separation Pay Maximum**"). Any reduction in the Purchase Price for payments made under the Separation Plan will occur in the following order and priority: (a) first, to offset and reduce the October Payment, (b) second, to offset and reduce the December Payment, and (c) third, to offset and reduce the Final Payment. If the reduction to the Purchase Price under this Section exceeds the sum of the October Payment, December Payment, and Final Payment, then Seller shall be obligated to return such excess to Buyer from the portion of the Purchase Price received at Closing no later than five (5) days after expiration of the period required to resolve any dispute in the Purchase Price adjustment under Section 12.5 below. If and to the extent payments under the Separation Plan do not reach the $800,000 Separation Pay Maximum, then Buyer shall be entitled to reduce the Purchase Price by an amount equal to thirty-five percent (35%) of any unused portion of the Separation Pay Maximum. For illustration purposes only, if the total payments under the Separation Plan equaled only $650,000, then Buyer also would be entitled to reduce the Purchase Price by an additional $52,500 (i.e., 35% times $150,000) as part of the adjustment under this Section.

(2) Differences in Final Amounts. The Purchase Price shall be adjusted for any difference between (i) the Company's Average Annual Revenue, together with the Company's Excess Cash, Included Debt, Net Working Capital, and Average Net Working Capital, as calculated by Seller and set forth in the Purchase Price Certificate, and (ii) the actual results for these items determined after Closing as provided in this Section.

(a) During the ninety (90) day period beginning the day after the Closing Date, the parties shall review and determine whether the actual Revenue, Average Annual Revenue, Excess Cash, Net Working Capital, Average Net Working Capital and Included Debt as of the Closing Date differ from the amounts set forth in the Purchase Price Certificate. If the actual amounts for items at Closing differ from the amounts set forth in the Purchase Price Certificate, then either party (the "**Adjusting Party**") shall have the right, after delivery of written notice to the other party (the "**Receiving Party**") and after expiration of the Objection Period (as defined below), to either increase or decrease the Purchase Price to equal the Purchase Price determined using actual amounts received by Buyer at Closing.

(b) Prior to any adjustment of the Purchase Price described in Section 2.2(a)(iv)(2) above, the Adjusting Party shall deliver written notice to the Receiving Party of the proposed change in Purchase Price (such notice, a "**Purchase Price Adjustment Notice**"). The Purchase Price Adjustment Notice will state in reasonable detail any adjustment of the Purchase Price, the Adjusting Party's basis for such adjustment, and include any supporting documentation reasonably necessary for the Receiving Party to evaluate such adjustment in the Purchase Price. Upon receipt of the

Purchase Price Adjustment Notice, the Receiving Party shall have twenty (20) days (the "**Objection Period**") to deliver to the Adjusting Party written notice of any reasonable objection to the proposed adjustment of the Purchase Price (the "**Objection Notice**"). If the Receiving Party fails or elects not to deliver an Objection Notice within the Objection Period, the Receiving Party shall be deemed to accept the Adjusting Party's Purchase Price Adjustment Notice, and the Purchase Price shall be adjusted as provided in Section 2.2(a)(iv)(4) as of the Closing Date. If the Receiving Party delivers an Objection Notice to the Adjusting Party within the Objection Period, then Buyer and Seller shall resolve any differences in accordance with Section 12.5 below as if the Objection Notice were a "Dispute Notice" as defined in Section 12.5.

(c) Unless otherwise agreed in writing by Buyer and Seller, any reduction to the Purchase Price under this Section will be applied before any adjustment required under Section 2.2(a)(iv)(1) in the following order and priority: (a) first, to offset and reduce the October Payment, (b) second, to offset and reduce the December Payment, and (c) third, to offset and reduce the Final Payment. If the reduction to the Purchase Price under this Section exceeds the sum of the October Payment, December Payment, and Final Payment, then Seller shall be obligated to return such excess to Buyer from the portion of the Purchase Price received at Closing no later than five (5) days after the later of (1) expiration of the Objection Period, if no objection is raised or received from Seller, or (2) expiration of the period required to resolve any dispute in the Purchase Price adjustment under Section 12.5 below. If the Purchase Price is to be increased under this Section, then Buyer shall pay Seller seventy percent (70%) of the total increase no later than five (5) days after the later of (1) expiration of the Objection Period, if no objection is raised or received from Buyer, or (2) expiration of the period required to resolve any dispute in the Purchase Price adjustment under Section 12.5 below, with the remaining thirty percent (30%) of the Purchase Price adjustment divided and payable in equal installments with the October Payment, the December Payment, and the Final Payment.

(3) No Threshold. Any adjustment to the Purchase Price made in accordance with this Section 2.2(a)(iv) is separate and distinct from, and not subject to, the threshold provided in Section 9.6(a), below.

(b) Payment. The Purchase Price as determined in Section 2.2(a) will be paid by Buyer to Seller by wire transfer of immediately available funds denominated in U.S. dollars according to the instructions provided in Exhibit C (the "**Closing Statement**"), in accordance with the following schedule:

(i) Seventy percent (70%) of the Purchase Price will be paid at Closing;

(ii) Ten percent (10%) of the Purchase Price will be paid on or before October 5, 2010 ("**October Payment**");

(iii) Ten percent (10%) of the Purchase Price will be paid on or before December 31, 2010 ("**December Payment**"); and

(iv) The remaining balance of the Purchase Price shall be payable on the date that is twelve (12) months after Closing ("**Final Payment**").

The October Payment, December Payment and Final Payment are subject to adjustment as provided in Section 2.2(a)(iv) and are subject to reduction or offset in accordance with Article 9.

2.3. **Ancillary Transactions**. At the Closing, Buyer, Seller and Company shall enter into the agreements and otherwise deliver the items described in Sections 8.2 and 8.3, as applicable.

3. REPRESENTATIONS AND WARRANTIES REGARDING COMPANY. Seller and Founders jointly and severally represent and warrant to Buyer that the statements contained in this Section 3 regarding the Company and its Subsidiary are true and correct as of the execution date of this Agreement, unless otherwise provided in the Company's disclosure schedules attached hereto (the "**Company Disclosure Schedules**"). Company Disclosure Schedules shall be arranged by numbered Schedules corresponding to the numbered and lettered sections and paragraphs contained in this Section 3. Any disclosure with respect to one Section of this Agreement shall constitute disclosure with respect to other Sections of this Agreement, even without an explicit cross-reference, to the extent that such disclosure would reasonably be expected to be pertinent to such other Sections in light of the disclosure made. Except as otherwise provided in the Company Disclosure Schedules:

3.1. **Organization and Standing.**

(a) Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and has the full corporate power and authority to (1) own, operate and lease its Assets, (2) lease, operate, or otherwise use any property other than its Assets necessary for conduct of the Company's business, and (3) carry on its Business as currently conducted. Company has all requisite corporate power and authority, including shareholder approval, to execute and deliver this Agreement and all other Documents to be executed and delivered by Company as provided herein and to carry out the transactions contemplated hereby and thereby. Company is duly qualified or licensed to do business and is in good standing in the jurisdictions listed on Schedule 3.1(a). Company is not qualified to conduct business in any other jurisdiction, and neither the nature of the business conducted by Company nor the character of the Assets owned, leased or otherwise held by it makes any such qualification necessary, except for where the failure to be so qualified would not have a Material Adverse Effect upon the Business.

(b) Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the Netherlands, and has the full corporate power and authority to (1) own, operate and lease its Assets, (2) lease, operate, or otherwise use any property other than its Assets necessary for conduct of the Subsidiary's business, and (3) carry on its Business as currently conducted. Subsidiary is not qualified to conduct business in any other jurisdiction, and neither the nature of the business conducted by Subsidiary nor the character of the Assets owned, leased or otherwise held by it makes any such qualification necessary, except for where the failure to be so qualified would not have a Material Adverse Effect upon the Business or Buyer

3.2. **No Subsidiaries.** Except for ownership of all outstanding securities (and all rights to acquire additional securities) of Softshare B.V., a Dutch corporation, Company has no direct or indirect Subsidiaries and no equity investment or other interest in any Person.

3.3. **Articles of Incorporation.** Seller has provided to Buyer a true and complete copy of the Company's and its Subsidiary's Certificate of Incorporation and Bylaws, as currently in effect. Neither Company nor its Subsidiary is in default under or in violation of any provision of its Certificate of Incorporation.

3.4. **Authorization.** The execution, delivery and performance by the Company of this Agreement and the Documents to be executed, delivered and performed by the Company as provided herein and therein, the fulfillment of and compliance with the respective terms and provisions hereof and thereof, and the consummation by the Company of the transactions contemplated hereby and thereby have

been duly authorized by all necessary corporate action on the part of the Company (which authorization has not been modified or rescinded and is in full force and effect).

3.5. Binding Obligation. This Agreement and each Document to be executed and delivered by Company as provided herein, when executed and delivered in accordance with the provisions hereof, shall be a valid and binding obligation of Company, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

3.6. No Conflicts. Neither the execution, delivery or performance by Company of the Agreement or the Documents to be executed, delivered and performed by Company as provided for herein, nor the consummation of the transactions contemplated therein, will, with or without the giving of notice or the passage of time or both, (a) conflict with or violate any provision of the certificate of incorporation or bylaws of Company or its Subsidiary, (b) require any filing with, or any permit, authorization, consent or approval of, any Governmental Authority, (c) conflict with, result in a breach of, constitute (with or without notice or lapse of time or both) a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any lease, sublease, license, sublicense, franchise, permit, indenture, mortgage, promissory note or other instrument of indebtedness, security interest or other arrangement or agreement to which Company or its Subsidiary is a party or by which Company or its Subsidiary is bound or to which any of the Company or the Subsidiary's Assets are subject, or (d) violate any Laws, judgments, injunctions, writs, awards, decrees or orders, applicable to Company or its Subsidiary. There are no Agreements or Laws applicable to Company or its Subsidiary that reasonably could be interpreted or expected to require the consent of any Governmental Authority or Person not party to this Agreement with respect to any aspect of the execution, delivery or performance of this Agreement by Company or its Subsidiary or any Document to be executed by Company pursuant hereto.

3.7. Capitalization.

(a) The Company's authorized capital stock consists of ten million (10,000,000) common shares, $0.001 par value per share (the "**Common Stock**"), five hundred thousand (500,000) of which are issued, outstanding and owned by Seller, and five million (5,000,000) preferred shares, $0.001 par value per share (the "**Preferred Stock**"), one million (1,000,000) of which are designated as "**Series A Preferred**" and four hundred eighty-two, five hundred twenty-seven (482,527) of which Series A Preferred are issued, outstanding and owned by Seller (the "**Series A Preferred Stock**") (collectively, the Common Stock, Preferred Stock and Series A Preferred Stock are referred to as "**Company Stock**"). All issued and outstanding shares of Company Stock have been duly authorized, are validly issued, fully paid, and nonassessable, and are held beneficially and of record by the Seller. All outstanding shares of Company Stock were issued in compliance with applicable federal and state securities Laws. In addition, (a) all shares of Company Stock are free of any and all preemptive rights, (b) no Company Stock is held in the Company's treasury or reserved for any purpose, (c) other than rights under this Agreement, there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments pursuant to which any Person could acquire any Company Stock, (d) Company is not subject to any mandatory obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its Company Stock, (e) there are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to Company Stock or calculated based on the value of Company Stock, and (f) with the exception of this Agreement, there are no voting trusts, proxies, or other agreements or understandings with respect to the voting of the Company Stock.

(b) The Subsidiary's authorized capital stock consists of nine hundred (900) shares with a face value of €100 per share for a total capitalization of €90,000 ("**Subsidiary Stock**"). All issued and outstanding shares of Subsidiary Stock have been duly authorized, are validly issued, fully paid, and nonassessable, and are held beneficially and of record by Company. Other than rights under this Agreement, there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments pursuant to which any Person could acquire any Subsidiary Stock. All outstanding shares of Subsidiary Stock were issued in compliance with applicable (1) U.S. federal and state securities Laws and (2) all applicable Dutch securities Laws.

3.8. Financial Statements.

(a) Attached as Schedule 3.8 are: (i) unaudited balance sheets and statements of income for the fiscal years ended June 30, 2008 and June 30, 2009 (**"Company Annual Financial Statements"**), and (ii) an unaudited balance sheet and statements of income for the fiscal year ended June 30, 2010 (the **"Company 2010 Financial Statements,"** and together with Company Annual Financial Statements, the **"Company Financial Statements"**).

(b) All of Company Financial Statements: (i) have been prepared in good faith and consistent with the past practices of the Business; and (ii) present fairly Company's financial condition and operating results as of the dates and during the periods indicated therein, in all material respects, subject in the case of Company 2010 Financial Statements to normal fiscal year-end adjustments. The Company Financial Statements are on an Accrual Accounting Basis. However, the Company Financial Statements have not been prepared in accordance with generally accepted accounting principles and do not present certain items, including deferred revenues, that would be required to be presented under generally accepted accounting principles. Schedule 3.8 sets forth the basis on which Euros have been converted to U.S. Dollars in the Company Financial Statements.

3.9. No Liabilities. The Company and its Subsidiary have no material Liabilities other than (a) the Liabilities reflected in Company Financial Statements, (b) the Liabilities of Company arising under, or otherwise contemplated by, this Agreement or the other Documents, (c) Liabilities arising in the Ordinary Course of Business after the date of the Company 2010 Financial Statements, (d) deferred revenues and (e) obligations to perform under ongoing contracts in the Ordinary Course of Business.

3.10. Accounts Receivable. The Company's and its Subsidiary's uncollected accounts receivable reflected in Company 2010 Financial Statements as of June 30, 2010 have arisen from bona fide transactions in the Ordinary Course of Business, are valid and genuine, and are not subject to valid counterclaims or setoffs, other than refunds, waivers, discounts or write-offs of customer receivables in the Ordinary Course of Business. Substantially all the Company's and its Subsidiary's outstanding accounts receivable should be collected within ninety (90) days after the Closing provided the Company and its Subsidiary follows historic procedures and practices with respect to their accounts receivable.

3.11. Taxes.

(a) Company and its Subsidiary have filed all federal income Tax Returns and all other material Tax Returns required to be filed by the Company or its Subsidiary under applicable Law. All such Tax Returns are true, correct and complete in all respects.

(b) All Taxes due and owing by Company and its Subsidiary (whether or not shown on any Tax Return of the Company or its Subsidiary) have been paid, or adequate reserve for payment has been established and reflected on the Company Financial Statements.

(c) All Taxes required to have been withheld and paid in connection with amounts paid by the Company or its Subsidiary to any employee, independent contractor, director, shareholder, or other Person have been withheld and paid by the Company or its Subsidiary, as the case may be.

(d) No claim has been made, or to Seller's Knowledge threatened, by any Governmental Authority or other Person in a jurisdiction where Company or its Subsidiary does not file Tax Returns that the Company or its Subsidiary is or may be subject to taxation by that jurisdiction. There is no action, suit, proceeding, audit, examination, investigation, or claim pending or, to Seller's Knowledge, threatened in respect of any Tax Return filed by or on behalf of the Company or its Subsidiary, or for Taxes for which Company or its Subsidiary is or may become liable. No penalties or other charges are (or to Seller's Knowledge, will become) due with respect to any Tax Return filed by or on behalf of the Company or its Subsidiary or any Tax amount paid (or owed) by the Company or its Subsidiary. No liens for Taxes (other than Taxes not yet due and payable) encumber the Company's or its Subsidiary's Assets.

(f) There is no agreement, waiver, or consent providing for an extension of time with respect to the filing of any Tax Return or the assessment or collection of any Taxes against Company or its Subsidiary, and no power of attorney granted by Company or its Subsidiary with respect to any Tax matters is currently in force.

(g) Company and its Subsidiary have delivered to Buyer correct and complete copies of all their respective income Tax Returns and all written communications relating to any such Tax Return received from any Governmental Authority, irrespective of the outcome of such matter, but only to the extent such items relate to tax years (A) that are subject to an audit, investigation, examination, or other proceeding, or (B) with respect to which the applicable statute of limitations has not expired. Company and Subsidiary also have delivered to Buyer a detailed, written explanation of all methods used in converting non-U.S. currency to the U.S. dollar for all income Tax Returns provided to Buyer, including a statement of all gains or losses from the exchange of foreign currency to the extent not included in such income Tax Returns.

(h) Neither Company nor its Subsidiary are a party to any agreement relating to the sharing, allocating, payment of, or indemnity for, income Taxes of any other Person. Neither the Company nor its Subsidiary have been a member of an affiliated group filing a consolidated income Tax Return. For United States tax purposes, Subsidiary has been treated as a disregarded entity and its activities combined with those of Company for reporting purposes.

(i) Neither the Company nor its Subsidiary have made any payments or are obligated to make any payments that would be nondeductible under Section 280G of the Code. No bonus or other payment of compensation will be paid by Company or its Subsidiary to any individual that is contingent on the change in ownership of Company contemplated in this Agreement. Company has not been a United States real property holding corporation within the meaning of Section 897(c) of the Code during the last five years. The Company does not have any beneficial ownership in, or signature authority over, any non-U.S. bank account or other non-U.S. financial accounts having an average annual balance equaling or exceeding ten thousand U.S. dollars ($10,000) that has not been validly disclosed on the Company's Tax Returns and in Treasury Department Form TD 90-22.1.

(j) The Company has never made an election to be treated as an "S corporation" within the meaning of Section 1361(a) and 1362 of the Code. The Company is not liable for, nor will the transactions contemplated under this Agreement cause the Company to be liable for, any Tax under Section 1374 of the Code (relating to net recognized built-in gains).

(k) Except with respect to the Company's conversion from the Cash Accounting Basis to the Accrual Accounting Basis for the fiscal year beginning July 1, 2009 and ending June 30, 2010, neither the Company nor any Subsidiary is required to include any item of income in, or exclude any item of deduction from, Taxable income as a result of any change in method of accounting for a Tax period (or portion thereof) beginning with July 1, 2005 and ending on or prior to the Closing Date.

3.12. Conduct of Business; Absence of Material Adverse Change. Since January 1, 2010, there has been no Material Adverse Change affecting the Company or its Subsidiary. Since January 1, 2010, the Company and its Subsidiary have conducted their respective Business in the Ordinary Course of Business (with the exception of the conduct of the sale process to which this Agreement relates), and Company and its Subsidiary have not (a) declared or made payment of, or set aside for payment, any dividends or distributions of any Assets, (b) purchased, redeemed or otherwise acquired any of the Company Stock, Subsidiary Stock, or any securities convertible into, exercisable for or exchangeable for Company Stock or Subsidiary Stock, (c) mortgaged, pledged or subjected to any Encumbrance (other than Permitted Encumbrances) any of their respective Assets, (d) sold, exchanged, transferred or otherwise disposed of any of their respective Assets, except in each case in the Ordinary Course of Business, (e) written down the value of any Assets or written off as uncollectible any notes or accounts receivable, except write-downs and write-offs in the Ordinary Course of Business, none of which, individually or in the aggregate, are material, (f) increased the rate of compensation payable, or to become payable, by it to any of its officers, employees, agents or independent contractors over the rate being paid to them on December 31, 2009, (g) made any accrual or arrangement for or payment of bonuses or special compensation of any kind to any director, officer or employee outside of the Ordinary Course of Business, (h) directly or indirectly paid any severance or termination pay to any officer or employee, (i) made any change in any method of accounting or accounting practice, (j) entered into any transaction of the type described in Section 3.26, or (k) made an agreement to do any of the foregoing.

3.13. Assets. Other than with respect to Assets consisting of or relating to Intellectual Property, such items being the subject of Section 3.15: (a) Company and its Subsidiary have good, valid and marketable title to all Assets owned by them, including, without limitation, all Assets reflected in the balance sheets included in the Company Financial Statements; and (b) all material Company and Subsidiary Assets are in good operating condition and repair, reasonable wear and tear excepted, and are suitable and adequate for the uses for which such Asset are being used. The Company's and its Subsidiary's Assets comprise all assets required or necessary for conducting the Company's or the Subsidiary's operations in the Ordinary Course of Business, as conducted as of the date hereof.

3.14. Insurance. Schedule 3.14 lists all policies of title, fire, hazard, casualty, liability, life, worker's compensation and other forms of insurance of any kind insuring the Company, its Subsidiary, or their respective Assets and employees, or otherwise owned or maintained by or on behalf of Company or its Subsidiary, and provides the following summary information with respect to each (as applicable): type of policy, policy number and insurer, coverage dates, named insured, limit of liability, and premium and deductible amounts. All such policies: (a) are in full force and effect, and (b) are sufficient for compliance by Company or Subsidiary, as the case may be, with all applicable requirements of Law and all Material Contracts to which Company or Subsidiary is a party.

3.15. Intellectual Property. For the purposes of this Section, the following terms have the following definitions:

"**Intellectual Property**" means all of the following, together with any associated rights: (i) all United States and foreign patents and patent applications and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part ("**Patents**"); (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information,

proprietary processes or formulae, franchises, licenses, know how, technology, technical data and customer lists and all documentation regarding the foregoing; (iii) all copyrights, copyright registrations and copyright applications; (iv) all industrial designs and any registrations and applications for industrial designs; (v) all trade names, logos, domain names, URLs, common law trademarks and service marks; trademark and service mark registrations and applications and all goodwill associated therewith; (vi) all databases and data collections and all rights therein; (vii) Software (as defined below); (viii) all internet addresses, sites and domain names; and (ix) any similar, corresponding or equivalent rights to any of the foregoing.

"**Company Intellectual Property**" shall mean any Intellectual Property that is owned by Company or its Subsidiary, licensed to the Company or its Subsidiary, or used by Company or its Subsidiary in their respective Businesses, including without limitation any Patents, whether or not still used in or useful to the Business, owned by the Company or its Subsidiary Without in any way limiting the generality of the foregoing, the Company Intellectual Property includes all Intellectual Property owned, licensed or used by the Company related to the Company Software Products (as defined below).

"**Registered Intellectual Property**" shall mean all United States and all foreign: (i) Patents; (ii) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks; (iii) registered copyrights and applications for copyright registration; and (iv) other Company Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any Governmental Authority or other Person.

"**Company Registered Intellectual Property**" means all of the Registered Intellectual Property owned by, or filed in the name of, Company or its Subsidiary, or used in or useful to the Business, as well as any Patents, whether or not still used in or useful to the Business.

"**Software**" means all computer software including all source code, object code, algorithms, display screens, layouts, firmware, development tools, files, records and data, and all documentation related to the foregoing.

"**Company Software Products**" means all Software and Software products (1) currently offered by the Company or its Subsidiary in its Business, (2) offered by the Company or its subsidiary since January 1, 2000 in its Business, (3) that the Company or its Subsidiary presently intends to offer in the future, including Software under development, or (4) created or developed by or through the efforts of the Company (other than Software developed by the Company as a work made for hire for a third party). Company Software Products includes Software created or developed by a third party only to the extent that the Company modified or revised the Software such that it is a derivative work.

(a) Schedule 3.15(a) contains a complete and accurate list of all Company Registered Intellectual Property. The Company does not own any Patents.

(b) Schedule 3.15 (b) is a complete and accurate list of Company Software Products (including, for purposes of this Schedule only, general product descriptions and product labels of the Company Software Products, and excluding lists of source code, object code, algorithms, display screens, layouts, and related materials).

(c) No Company Intellectual Property or Company Software Product is subject to any proceeding or outstanding decree, order, judgment, contract, license, agreement, or stipulation, other than written license agreements (including "clickwrap" agreements) entered into in the Ordinary Course of Business, restricting in any manner the use, transfer, or licensing thereof by Company or its Subsidiary,

or which may affect the validity, use or enforceability of such Company Intellectual Property or Company Software Product. No Company Intellectual Property is based upon, derived from, or uses Open Source Technology. No Company Software Products available for distribution or use are based upon or derived from Open Source Technology.

(d) Each Company Registered Intellectual Property registered within the United States is valid and subsisting, all necessary registration, maintenance and renewal fees currently due in connection with such Company Registered Intellectual Property have been made and all necessary documents, recordations and certificates in connection with such Company Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States for the purposes of maintaining such Company Registered Intellectual Property. There are no actions within the United States that must be taken by the Company or its Subsidiary within sixty (60) days after the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates for the purposes of maintaining, perfecting or preserving or renewing any material items of Company Registered Intellectual Property. For the avoidance of doubt, no representation is made with respect to foregoing items in jurisdictions outside the United States. In each case in which Company or its Subsidiary has acquired any Intellectual Property rights from any Person since the effective date of Company's or such Subsidiary's incorporation, the Company or its Subsidiary, as the case may be, has obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in such Intellectual Property to Company or its Subsidiary and, to the extent required by, and in accordance with, applicable Laws, Company and its Subsidiary have recorded each such assignment with the relevant Governmental Authority, including the U.S. Patent and Trademark Office or the U.S. Copyright Office.

(e) The Company Intellectual Property constitutes all Intellectual Property used in, and to the Seller's Knowledge necessary to, the conduct of the Company's and the Subsidiary's Business as it currently is conducted, including, without limitation, the design, development, manufacture, use, sale, distribution, and support of Company Software Products. The Company and its Subsidiary own and have good and exclusive title to, or have a valid license to use, each item of Company Intellectual Property free and clear of any lien or encumbrance (excluding non-exclusive licenses and related restrictions granted in the Ordinary Course of Business) other than Permitted Liens. With respect to any license of Company Intellectual Property, the Company, the Subsidiary, and (to Seller's Knowledge) all other parties to such license have materially complied with terms of such license. Without limiting the foregoing: (i) Company is the exclusive owner of all registered trademarks used in connection with the operation or conduct of its Business or the Business of its Subsidiary; (ii) Company owns exclusively, and has good title to, all copyrighted works that are Company Software Products or which the Company or its Subsidiary otherwise purport to own; and (iii) Company and its Subsidiary have obtained valid, written Intellectual Property assignments and releases from its officers, directors, shareholders, employees, and contractors that have contributed to, or assisted in the design, development, manufacture, modification, or improvement of, any Company Intellectual Property, except with respect to Intellectual Property automatically assigned to Company as a work made for hire. A true and accurate copy of each agreement referenced in the foregoing section 3.15(e)(iii) has been provided to Buyer.

(f) To the extent any Company Intellectual Property material to the Business has been developed or created exclusively by another Person or jointly with another Person, Company has a written agreement with such Person with respect thereto, and Company either (i) has obtained ownership of, and is the exclusive owner of, or (ii) has obtained a perpetual, royalty-free, transferable license (sufficient for the conduct of its Business as currently conducted and as proposed to be conducted) to such Person's Intellectual Property in such work, material or invention by operation of Law (including the work made for hire doctrine) or by valid assignment. True and accurate copies of all such agreements have been provided to Buyer.

(g) The Company and its Subsidiary have not transferred ownership or granted any exclusive license of any Company Intellectual Property used in the Business to any Person, or permitted the Company's or the Subsidiary's rights in any Company Intellectual Property to lapse or enter the public domain. The Company and its Subsidiary are not in violation of any obligation to escrow the Company Software Products or any other Company Intellectual Property.

(h) Schedule 3.15(h) lists all contracts, licenses and agreements to which the Company or the Subsidiary is a party that are material to the operation of the Business: (i) with respect to Company Intellectual Property licensed or transferred to any third party (including without limitation reseller or distributor agreements, but excluding end-user licenses in the Ordinary Course of Business); or (ii) pursuant to which a third party has licensed or transferred any Intellectual Property to Company or its Subsidiary (other than off-the-shelf software products) (collectively, the "**Material IP Agreements**"). True and accurate copies of each Material IP Agreement have been provided to Buyer.

(i) Each Material IP Agreement is a valid agreement and in full force and effect. The consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination or suspension of any Material IP Agreement or cause the forfeiture, modification or termination or give right of forfeiture, modification or termination of any Company Intellectual Property or in any way impair the right of the Company or its Subsidiary to use, sell, license or dispose of or to bring any action for the infringement of any Company Intellectual Property or portion thereof. The Company and its Subsidiary are in material compliance with, and have not materially breached any term of any of the Material IP Agreements and, to the Seller's Knowledge, all other parties to such contracts, licenses and agreements are in compliance with, and have not materially breached any term of, such Material IP Agreements. Following the Closing Date, the Company and its Subsidiary will be permitted to exercise all of the Company's and the Subsidiary's rights under the Material IP Agreements to the same extent the Company and Subsidiary would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which Company or its Subsidiary otherwise would be required to pay prior to the Closing.

(j) With respect to Company Software Products, neither the Company nor its Subsidiary have infringed upon, misappropriated, or otherwise used without valid permission another Person's Intellectual Property. With respect to the Company's Registered Intellectual Property, neither the Company nor its Subsidiary have infringed upon, misappropriated, or otherwise used without valid permission another Person's Intellectual Property in any of the following jurisdictions: the United States, Canada, Mexico, the Netherlands, the United Kingdom, Belgium, France, or Australia. Neither the Company nor its Subsidiary are aware, have received written notice from another Person, nor to Seller's Knowledge has any other Person threatened or asserted, that the operation of the Business or any act, product or service of the Company or its Subsidiary infringes or misappropriates the Intellectual Property of another Person, constitutes unfair competition or trade practices under the laws of any jurisdiction, or violates any license or agreement between the Company or the Subsidiary and any other Person.

(k) Neither the development, manufacture, marketing, license, sale nor use of any product, technology or service currently licensed, sold or used by Company or its Subsidiary violates any license or agreement with any third party or, to Seller's Knowledge, infringes any Intellectual Property of any other Person which would have a Material Adverse Effect on Company or Subsidiary. There is no pending or threatened claim or litigation contesting the validity, ownership or right to use, sell, license or dispose of any Company Intellectual Property nor, to the Seller's Knowledge, is there any basis for any such claim.

(l) To the Seller's Knowledge, no Person has infringed or misappropriated, or is infringing or misappropriating, any Company Intellectual Property.

(m) The Company and its Subsidiary have taken reasonable steps to protect their rights in the confidential information and trade secrets that each wishes to protect or any trade secrets or confidential information of third parties provided to Company or Subsidiary, and, without limiting the foregoing, both Company and its Subsidiary have and enforce a policy requiring each employee and contractor to execute a proprietary information/confidentiality agreement substantially in the form set forth in Schedule 3.15(m) and all current and former employees and contractors of Company and its Subsidiary have executed such an agreement, except where the failure to do so is not reasonably expected to have a Material Adverse Effect on the Company and its Subsidiary.

3.16. Debt Instruments/Guarantees. Schedule 3.16 lists all mortgages, indentures, promissory notes, lines of credit, guarantees and other agreements for or relating to borrowed money (including, without limitation, conditional sales agreements and capital leases), and all other guarantees (other than endorsements of negotiable instruments for collection in the Ordinary Course of Business) of any other liabilities or obligations of any Person, to which Company or its Subsidiary is a party or which have been assumed by Company or its Subsidiary or to which any Assets of Company or its Subsidiary are subject. Company and its Subsidiary have performed, in all material respects, all the obligations required to be performed by it as of the date hereof and are not in material default in any respect under any of the foregoing, and, to Seller's Knowledge, there has not occurred any event that (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute such a default.

3.17. Real Property.

(a) Company and its Subsidiary have not in the five (5) years preceding the date of this Agreement owned, and do not presently own, any real property.

(b) Schedule 3.17 lists all leases or other agreements under which Company or its Subsidiary is lessee or lessor of, or occupies, any real property. Company or its Subsidiary has good and marketable leasehold interests in, and enjoys peaceful and quiet possession of, all of the real property described in each lease set forth on Schedule 3.17, and, to Seller's Knowledge, there has been no threatened cancellations thereof and are no outstanding disputes thereunder. Each lease and other agreement set forth on Schedule 3.17 is in full force and effect and constitutes a legal, valid and binding obligation of, and is legally enforceable against Company or its Subsidiary, and, assuming the due authorization, execution and delivery thereof by the other party or parties thereto, constitutes a legal, valid and binding obligation, and is enforceable against such party or parties. Company and its Subsidiary are not in default in any material respect under any of the foregoing, nor, to Seller's Knowledge, (a) is any other party thereto in default in any respect under any of the foregoing, and (b) has any event occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute such a default. All necessary approvals of Governmental Authorities with respect to the foregoing leases have been obtained, all necessary filings or registrations therefore have been made, and, to Seller's Knowledge, there have been no threatened cancellations thereof and there are no outstanding disputes thereunder. Company and its Subsidiary have in all material respects performed all obligations required to be performed by it under such leases and other agreements as of the date hereof. All of such leased real property, and all equipment and fixtures on or serving such leased real property, are in good operating condition and repair, reasonable wear and tear excepted. With respect to the California Office Lease (as that term is defined in Section 6.7 below), all modifications, changes and improvements made to the leased premises directly or indirectly by the Company during the term of such lease and prior to

Closing have been authorized and approved by the landlord and such improvements do not constitute a default or other violation of the lease agreement.

3.18. Material Contracts and Agreements. For purposes of this Section, a "**Material Contract**" means any contract, agreement, arrangement, or obligation (whether written or oral) to which Company or its Subsidiary is a party or which relates to the Business and that (a) involves an expenditure by Company or its Subsidiary of Twenty-Five Thousand Dollars ($25,000) or more annually, (b) provides gross income to Company or its Subsidiary of Twenty-Five Thousand Dollars ($25,000) or more annually, (c) is not transferable in connection with sale of all the Company Stock without prior written consent of the other party or parties to such contract or otherwise requires payment of a fee or other charge in connection with sale of the Company Stock, (d) is material to operation of the Business, or (e) is outside the Ordinary Course of Business (other than this Agreement and the Documents). A list of each Material Contract, including all parties thereto, is set forth on Schedule 3.18. Complete, up-to-date, true and accurate copies of all written Material Contracts and a written summary of material terms for all oral Material Contracts have been made available to Buyer. Schedule 3.18 also includes a list of all forms of the Company's end-user license agreements. In addition, Company has provided to Buyer any other existing agreement or arrangement currently in effect that:

(i) is in the nature of a partnership, joint venture, or other arrangement for the sharing of Revenues, profits, or commissions (other than sharing of license fees to the extent addressed in a Material IP Agreements provided under Section 3.15 above);

(ii) is a contract or other agreement of the Company or its Subsidiary that is of a long-term nature (i.e., unlikely to have been fully performed, in accordance with its terms, more than twelve (12) months after the date on which it was entered), and for which performance by the Company or its Subsidiary is still outstanding as of the date of this Agreement;

(iii) is incapable of termination in accordance with its terms by Company or its Subsidiary on 90 days' notice or less;

(iv) is of a loss-making nature, i.e., known by Company or its Subsidiary to likely result in a loss in excess of Twenty-Five Thousand Dollars ($25,000) on completion of performance or that cannot readily be fulfilled or performed by Company or its Subsidiary in accordance with its terms without undue or unusual expenditure or effort;

(v) limits or excludes the right of Company or its Subsidiary to do business and/or to compete in any geographic area, in any field of practice, or with any Person;

(vi) establishes any agency, distributorship, reseller, marketing, purchasing or manufacturing agreement or arrangement to which Company or its Subsidiary is a party, or any that allows any Person to trade or act as an agent of Company, its Subsidiary, or the Business (except to the extent included as a Material IP Agreement in Section 3.15); or

(vii) is an agreement or contract pursuant to which an independent contractor has been or may be engaged to provide services to or on behalf of the Company or its Subsidiary where obligations remain to be performed as of Closing.

Neither the Company, its Subsidiary, nor to the Seller's Knowledge, any other party is in material breach, violation or default under any of the terms or conditions of any Material Contract or of any other contract, agreement, arrangement, or obligation (whether written or oral) to which the Company or its Subsidiary is a party in such a manner as would permit any other party to cancel or terminate such

contract, agreement, arrangement or obligation, or seek damages or other remedies against the Company or its Subsidiary (for any or all of such breaches, violations or defaults, in the aggregate).

3.19. Certain Payments. Neither the Company, the Subsidiary, the Seller, nor any director, officer, agent, or employee of the foregoing or any other Person or entity associated with or acting for or on behalf of the Company or its Subsidiary, has directly or indirectly taken any of the following actions: (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person or entity, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company or its Subsidiary, or (iv) in violation of any federal, state, local, municipal, foreign or other constitution, ordinance, regulation, statute, treaty, or other law; or (b) established or maintained any fund or Asset that has not been recorded in the books and records of the Company or its Subsidiary.

3.20. Books and Records. Company and its Subsidiary have provided Buyer with access to the Company's and its Subsidiary's books of account, stock records, shareholder and Board of Director minute books and other records, which (a) are correct and complete in all material respects, and (b) have been maintained in the Ordinary Course of Business.

3.21. Product Warranties. The Company Software Products sold, licensed, or delivered by the Company have conformed in all material respects with all express and implied warranties if and to the extent such warranties have not been validly waived under applicable Law or express written agreement. Neither the Company nor its Subsidiary has any material liability for replacement or repair of Company Software Products (other than debugging and upgrades incurred in the Ordinary Course of Business) or for damages in connection therewith.

3.22. Litigation. There are no actions, suits, claims, arbitrations, proceedings or investigations pending or, to Seller's Knowledge, threatened against, affecting or involving Company, the Subsidiary, or their Business or Assets (including without limitation the Company Software Products and Company Intellectual Property), or the transactions contemplated by this Agreement, at law or in equity, or before or by any arbitrator or Governmental Authority, domestic or foreign. Company and its Subsidiary are not operating under, subject to or in default with respect to any order, award, writ, injunction, decree or judgment of any arbitrator or Governmental Authority.

3.23. Directors, Officers and Employees. Schedule 3.23 lists the Company's and its Subsidiary's current directors, officers and employees (including all full and part time employees), showing beside each such individual's name his or her position(s), annual base salary or wages for the fiscal year beginning July 1, 2009, and any bonuses payable to the extent such bonus is determined on such Person's performance, the Company's performance, or any other measure attributable to all or any portion of the period beginning on July 1, 2009 and ending on June 30, 2010 (regardless of when such bonus might be due and payable).

3.24. Labor Relations; Employee Matters. With respect to the Company and its Subsidiary, (a) there are no disputes, controversies, claims, litigation, actions, suits, arbitrations or proceedings affecting or involving any current or former employees, officers, independent contractors, or other agents of the Company or its Subsidiary pending or, to Seller's Knowledge, threatened against Company or its Subsidiary, (b) to Seller's Knowledge, no reasonable grounds exist for any claims, actions, or damages against the Company or its Subsidiary by any current or former employees, officers, independent contractors, or other agents of the Company, (c) there are no strikes, work stoppages, grievance proceedings, union organization efforts or other controversies pending, or to Seller's

Knowledge, threatened between Company, its Subsidiary, and (i) any current or former employees of Company or its Subsidiary, or (ii) any union or other collective bargaining unit representing such employees, (d) Company and its Subsidiary are in material compliance with all Laws relating to employment or the workplace, including, without limitation, provisions relating to wages, hours, exempt and non-exempt status, collective bargaining, safety and health, work authorization, equal employment opportunity, immigration, withholding, unemployment compensation, worker's compensation and employee privacy, and (e) there are no collective bargaining agreements, employment agreements, or professional service agreements that are not terminable at will by Company and its Subsidiary. As of the date hereof, neither Company nor Subsidiary has received any notice from any employee, other than the Founders, earning in excess of $80,000 annually (a **"Key Employee"**), whether oral or written, that such Key Employee terminated, or will terminate, his or her employment with Company or its Subsidiary, or has substantially reduced, or intends to substantially reduce, his or her hours of employment or seek any material change in the terms or conditions of his or her employment.

3.25. Pension and Benefit Plans.

(a) Schedule 3.25 contains a correct and complete list of each Company Benefit Plan.

(b) (i) each of Company Benefit Plans presently complies, and has been operated in compliance, in each case in all material respects, with its terms and all applicable Laws, including without limitation Section 409A of the Code;

(ii) no Company Benefit Plan, individually or in the aggregate, provides for any payment by Company to any employee or independent contractor that is not Tax deductible or that, as a result of this transaction (alone or in connection with any subsequent event), is an "excess parachute payment;" and

(iii) other than as required by applicable Law, no Company Benefit Plan promises or provides post-retirement medical or life insurance benefits due now or in the future to current, former or retired employees of Company.

3.26. Related Party Transactions. Except for employment agreements entered in the Ordinary Course of Business with full-time employees, neither any present or former shareholder, officer, director, or employee of Company or its Subsidiary, is currently, or within the last twelve (12) months has been, a party to any transaction with Company or its Subsidiary, including, without limitation, any furnishing of services by, rental of Assets from or to, loans from or to, or otherwise requiring payments to, any such officer, director, or shareholder. Schedule 3.26 describes any ongoing agreements, transactions or relationships between Seller and any officer of Company or its Subsidiary, including any related to stock ownership or payment of any bonuses or other forms of remuneration, that will remain in effect after Closing.

3.27. Environmental Matters. To Seller's Knowledge, (a) Company and its Subsidiary are and, at all time since their organization, have been in compliance with all applicable Environmental Laws in all material respects, (b) there has been no release or threatened release of any pollutant, contaminant or toxic or hazardous material, substance or waste, or petroleum or any fraction thereof (each, a "**Hazardous Substance**") on, upon, into or from any site currently leased or otherwise used by Company or its Subsidiary, and (c) there have been no Hazardous Substances generated by Company or its Subsidiary that have been disposed of or come to rest at any site other than sites permitted under applicable Environmental Laws.

3.28. Permits. Schedule 3.28 lists all material Permits required for Company and its Subsidiary to conduct the Business as presently conducted. Each such Permit is in full force and effect and, to Seller's Knowledge, (a) no suspension or cancellation of such Permit is threatened, and (b) there is no basis for believing that such Permit will not be renewable upon expiration.

3.29. No Brokers. Company and its Subsidiary do not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

3.30. Disclosure. The representations and warranties of Seller and the Founders contained in Section 3 and Section 4 and in the Company Disclosure Schedules, when taken together as a whole, do not contain any untrue statement of a material fact or omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. Anything in this Agreement or the Company Disclosure Schedules to the contrary notwithstanding, the Seller and Founders make no representations or warranties with respect to any projections, forecasts or other similar forward-looking statements or the operation of the business of the Company after the Closing.

3.31. Legal Compliance. Company and its Subsidiary have complied with all applicable Laws, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Company or its Subsidiary alleging any failure to comply with any applicable Law, except where the failure to comply would not have a Material Adverse Effect on Company, its Subsidiary, or their respective Business. There is no remedial or other corrective action that Company or its Subsidiary is required to take to remain in compliance with any judgment, order, writ, injunction, or decree of any Governmental Authority or to maintain any material permits, approvals, or licenses granted by any Governmental Authority in full force and effect.

4. REPRESENTATIONS AND WARRANTIES REGARDING SELLER. Seller and Founders jointly and severally represent and warrant to Buyer that the statements contained in this Section 4 are true and correct as of the execution of this Agreement.

4.1. Title to Common Stock; Transfer of Title. Seller is, and on the Closing Date will be, the lawful, beneficial and record owner of the Shares (which Shares collectively are, and on the Closing Date will be, all of the outstanding shares of Company Stock). Seller has, and on the Closing Date will have, good, valid and marketable title, free and clear of all Encumbrances, to all the Shares, with full right and lawful authority to sell and transfer the Shares to Buyer pursuant to this Agreement. Upon Closing pursuant to the terms of this Agreement, Buyer will acquire good, valid and marketable title to the Shares free and clear of all Encumbrances.

4.2. Organization. Seller (a) is a properly-constituted trust in full force and effect, (b) has the full power and authority to own and manage its own assets, via its Trustees, Danielle C. Koornwinder and Frank Gott, and (c) as of the date of this Agreement, is not subject to the order or direction of a judicial or administrative receiver or trustee, whether as a result of the application of the laws of bankruptcy or other judicial, administrative, or governmental proceeding.

4.3. Authority. The individuals executing this Agreement and any Documents on behalf of the Seller are the only duly appointed and currently acting trustees of the Seller and, acting alone, such individuals have full power and authority to execute and deliver, and perform the Seller's obligations under this Agreement and each Document to which it Seller is a party. This Agreement has been duly executed and delivered by Seller. This Agreement constitutes, and all other Documents to be entered into and undertaken in connection with the transactions contemplated hereby or thereby to which

Seller is a party will constitute, the valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

4.4. Binding Obligation. This Agreement and each Document to be executed and delivered by Seller as provided herein, when executed and delivered in accordance with the provisions hereof, shall be a valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

4.5. No Conflicts. Neither the execution, delivery or performance by Seller of this Agreement or any of the Agreements provided for herein, nor the consummation by Seller of the transactions contemplated hereby or thereby, will, with or without the giving of notice or the passage of time or both, (a) conflict with or violate any provision of the terms of Seller, (b) require any filing with, or any permit, authorization, consent or approval of, any Governmental Authority, (c) except as set forth on Schedule 4.5, conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any agreement, lease, sublease, license, sublicense, franchise, permit, indenture, mortgage, instrument of indebtedness, security interest or other arrangement to which Seller is a party or by which Seller is bound or to which any of its Assets are subject, (d) result in the imposition of any Encumbrance on the Shares, Company, the Business or any of Company's Assets or (e) violate any Laws applicable to the Business, Seller or Company, or any of the Assets of either Seller or Company.

4.6. California Office Lease. Neither Seller nor Founders have any interest in, or any right or claim to, any security deposit held by the landlord in connection with the California Office Lease (as that term is defined in Section 6.7 below). Neither Seller nor Founders will, directly or indirectly, seek to recover all or any portion of the security deposit held by the landlord in connection with the California Office Lease.

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that the statements contained in this Section 5 regarding Buyer are true and correct as of the execution date of this Agreement.

5.1. Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the full corporate power and authority to (a) own, operate and lease its Assets, (b) own or lease the property it operates, and (c) carry on its Business as currently conducted. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and all other Documents to be executed and delivered by Buyer as provided herein and to carry out the transactions contemplated hereby and thereby. Buyer is duly qualified or licensed to do business and is in good standing under the laws of the jurisdiction of its incorporation.

5.2. Authorization. The execution, delivery and performance by Buyer of this Agreement and the Documents to be executed, delivered and performed by Buyer as provided herein and therein, the fulfillment of and compliance with the respective terms and provisions hereof and thereof, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Buyer (which authorization has not been modified or rescinded and is in full force and effect).

5.3. Binding Obligation. This Agreement and each Document to be executed and delivered by Buyer as provided herein, when executed and delivered in accordance with the provisions hereof, shall be a valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

5.4. Brokers and Finders All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the intervention of any Person acting on behalf of Buyer in such manner as to give rise to any valid claim against Company or any Seller for any brokerage or finder's commission, fee or similar compensation.

5.5. No Conflicts. Neither the execution, delivery or performance by Buyer of the Agreement or the Documents to be executed, delivered and performed by Buyer as provided for herein, nor the consummation of the transactions contemplated hereby or thereby, will, with or without the giving of notice or the passage of time or both, (a) conflict with or violate any provision of the certificate of incorporation or bylaws of Buyer, (b) require any filing with, or any permit, authorization, consent or approval of, any Governmental Authority or Person, (c) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any Agreement, lease, sublease, license, sublicense, franchise, permit, indenture, mortgage, instrument of indebtedness, security interest or other arrangement to which Buyer is a party or by which Buyer is bound or to which any of its Assets is subject, which conflict, breach or default would have a Material Adverse Effect on Buyer, or (d) violate any Laws, judgments, injunctions, writs, awards, decrees or orders, which are applicable to Buyer. There are no Agreements or Laws applicable to Buyer that reasonably could be interpreted or expected to require the consent of any Governmental Authority or Person not party to this Agreement with respect to any aspect of the execution, delivery or performance of this Agreement by Buyer or any Document to be executed by Buyer pursuant hereto.

5.6. Financial Statements.

(a) Attached as Schedule 5.6 are audited balance sheets and statements of income for the fiscal years ended December 31, 2008 and December 31, 2009 (**"Buyer Financial Statements"**).

(b) All Buyer Financial Statements: (i) except as noted therein, have been prepared in accordance with generally accepted accounting principles, consistently applied throughout the periods indicated; and (ii) present fairly Buyer's financial condition and operating results as of the dates and during the periods indicated therein.

5.7. No Liabilities. Buyer has no material Liabilities other than (a) the Liabilities reflected in Buyer Financial Statements, (b) Liabilities arising in the Ordinary Course of Business after the date of the Buyer Financial Statements, (c) Liabilities of Buyer arising under, or otherwise contemplated by, this Agreement or the other Documents, (d) Liabilities relating to Buyer's financing of the transactions contemplated by this Agreement, and (e) Liabilities not otherwise required to be reflected on a balance sheet under generally accepted accounting principles.

5.8. Litigation. There are no actions, suits, claims, arbitrations, proceedings or investigations pending or, to Buyer's Knowledge, threatened against, affecting or involving Buyer or its Business or Assets, or the transactions contemplated by this Agreement, at law or in equity, or before or by any arbitrator or Governmental Authority, domestic or foreign. Buyer is not operating under, subject

to or in default with respect to any order, award, writ, injunction, decree or judgment of any arbitrator or Governmental Authority.

5.9. Disclosure. No representation or warranty by Buyer in this Section 5 contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made and taken as a whole, not misleading.

6. ADDITIONAL UNDERTAKINGS AND COVENANTS. Buyer, Seller, and Founders hereby covenant and agree with each other as follows (it being understood that Founders and Seller shall cause Company and its Subsidiary to comply with all pre-Closing obligations of Company and its Subsidiary under this Article 6):

6.1. Consents, Approvals, and Further Cooperation.

(a) Buyer shall use commercially reasonable efforts to secure on or prior to Closing such consents, authorizations and approvals of Governmental Authorities and of private Persons with respect to the transactions contemplated herein as may be required by Law or by agreement for the performance by Buyer of its obligations under this Agreement and the transactions contemplated herein.

(b) Seller and Company shall use commercially reasonable efforts to secure on or prior to Closing such consents, authorizations and approvals of Governmental Authorities and of private Persons with respect to the transactions contemplated herein as may be required by Law or by Agreement for the performance by Seller, Company, or its Subsidiary of their and its obligations under this Agreement and the transactions contemplated herein.

(c) Prior to Closing, Buyer, Seller, Founders, and Company shall cooperate in good faith in the filing of all forms, notifications, reports and information, if any, required or reasonably deemed advisable pursuant to Law or Agreement in connection with the transactions contemplated herein.

Buyer, Seller, and Company shall cooperate in good faith and take commercially reasonable efforts, both before and after Closing, to provide notice to, and obtain the consent or approval of, any lender set forth on Schedule 3.16 of Company's Disclosure Schedules having the right to notice or approval of a change of control or change of ownership of Company, to confirm that such indebtedness shall be carried on by Company and its Subsidiary on materially equivalent terms as that held by Company and its Subsidiary immediately prior to Closing, without acceleration of payment or incurring of additional cost or expense as a result of consummation of the transactions contemplated by this Agreement.

6.2. Access and Investigations by Buyer.

(a) From the date of this Agreement until the earlier of (i) termination of this Agreement in accordance with Section 11 or the (ii) Closing, Seller shall afford the officers, attorneys, accountants and other authorized representatives of Buyer access, upon reasonable notice and during normal business hours, and in such manner as will not interfere with the conduct of the Business, to the Company, its Subsidiary, and their respective management personnel, offices, properties and books and records (including, without limitation, Company Tax Returns and correspondence with accountants) of the Business, so that Buyer may make such reasonable investigation as it shall desire to make of the management, business, properties and affairs of the Business, and Buyer shall be permitted to make abstracts from, or copies of, all such books and records. Company and Seller shall furnish to Buyer such financial and operating data and other information of the Business as Buyer shall reasonably request.

(b) Between the date of this Agreement and the earlier of (i) termination of this Agreement in accordance with Section 11 or (ii) the Closing, Buyer shall not contact, communicate with and/or visit any of the customers of Company, its Subsidiary, or the Business, nor discuss with one or more officers, directors, employees, stockholders or representatives of such customers, the relationship such customer has with Company or its Subsidiary, without the prior consent of Seller.

(c) Buyer's investigation of the financial and operating data, Assets, and other information with respect to the Business and Assets of Company and its Subsidiary shall in no way affect the obligations of Seller and Company with respect to the representations, warranties, undertakings, agreements, covenants and indemnification provisions set forth in this Agreement.

6.3. Operation of Business Prior to Closing.

(a) Until the earlier of (i) termination of this Agreement in accordance with Section 11 or (ii) the Closing Date, Seller and Company shall take commercially reasonable actions to: (A) preserve intact Company's and its Subsidiary's present relationships with customers, vendors, lessors, licensors, licensees, suppliers, distributors, consultants, contractors, officers, employees and any other Persons having business relations with Company or its Subsidiary, as the case may be; and (B) maintain all of the Company's Assets and its Subsidiary's Assets in usual and customary repair and condition.

(b) Except as contemplated by this Agreement or as reasonably required to carry out its obligations hereunder through the earlier of (i) termination of this Agreement in accordance with Section 11 or (ii) the Closing Date, Company and its Subsidiary shall conduct the Business only in the Ordinary Course of Business. Notwithstanding the foregoing, Company and its Subsidiary shall not approve or undertake any of the following actions between June 30, 2010, and the earlier of termination of this Agreement or Closing without approval of Buyer: (1) issue any Company Stock or Subsidiary Stock (other than pursuant to the exercise of any options, warrants or purchase rights outstanding prior to the date of this Agreement) or any options, warrants or other rights to subscribe for or purchase any Company Stock, Subsidiary Stock, or securities convertible into or exchangeable for Company Stock or Subsidiary Stock; (2) declare, set aside or pay any dividend or distribution with respect to Company Stock to shareholders; (3) directly or indirectly redeem, purchase or otherwise acquire any Company Stock or Subsidiary Stock; (4) effect a split, reclassification or other change in or of any Company Stock or Subsidiary Stock; (5) make any other change in employment terms for any of its directors, officers, and employees (except with regard to the promotion and increase in salary of Victoria O'Dean as of July 15, 2010, and other than resignations, voluntary terminations or terminations for cause of Company employees), including granting any increase in the annual compensation payable or to become payable to directors, officers, or employees, entering into any bonus, pension, or other benefit plan or arrangements for or with any such directors, officers, or employees, or paying or agreeing to pay any compensation, bonus, pension or other benefit to any such directors, officers or employees in excess of their base annual compensation and ordinary benefit plans in place as of June 30, 2010; (6) borrow or agree to borrow any funds, or directly or indirectly guarantee or agree to guarantee the obligations of others; (7) enter into any Agreement which is reasonably likely to have a Material Adverse Effect on the Company's Business or that of its Subsidiary; (8) place, or allow to be placed, an Encumbrance on any Assets of Company or its Subsidiary (except for Permitted Encumbrances); (9) cancel any indebtedness owed to Company or its Subsidiary, or any claims that Company or its Subsidiary may possess; (10) sell, assign or transfer (other than license in the Ordinary Course of Business) any Company Intellectual Property; (11) sell or otherwise dispose of any interest in any Company or Subsidiary Asset (other than in the Ordinary Course of Business); (12) violate any Law applicable to Company or its Subsidiary; (13) commit any act or omit to do any act, or engage in any activity or transaction or incur any obligation (by conduct or otherwise), which (individually or in the aggregate) reasonably could be expected to have a Material Adverse Effect on Company or its Subsidiary; (14) make any loan or advance to any stockholder, director, officer or

employee of Company or its Subsidiary, or to any other Person; (15) pay any attorney's fees, legal fees or other expenses associated with this Agreement and/or the sale of Shares by Sellers to Buyer; (16) make expenditures on new capital assets; or (17) delay or postpone the payment of Accounts Payable and other Liabilities (outside the Ordinary Course of Business).

(c) From the date of this Agreement until the earlier of (i) termination of this Agreement in accordance with Section 11 or (ii) the Closing Date, Company shall notify Buyer promptly of any change in the operations, prospects, condition (financial or otherwise), Assets or liabilities of Company or its Subsidiary that could reasonably be expected to have a Material Adverse Effect on Company or its Subsidiary, including, without limitation, information concerning all claims instituted, threatened or asserted against or affecting Company, its Subsidiary, or their Assets and capital stock at law or in equity, before or by any Governmental Authority.

(d) From the date of this Agreement until the earlier of (i) termination of this Agreement in accordance with Section 11 or (ii) the Closing Date, Company and its Subsidiary shall pay as and when due, all Taxes payable by Company or its Subsidiary with respect to the Business for all periods up to and including the Closing Date.

6.4. Control of Operations. Nothing in this Agreement gives Buyer, directly or indirectly, rights to control or direct the operations of Company or its Subsidiary prior to the Closing nor does anything in this Agreement give Company or its Subsidiary any right, directly or indirectly, to control or direct the operations of Buyer prior to Closing. Prior to Closing, each party shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision of its Assets, personnel and operations.

6.5. No Inconsistent Negotiations.

(a) Prior to Closing or the termination of this Agreement under Section 11 hereof, Seller shall not, and shall not cause Company, nor shall either of them permit or authorize any director, officer, employee, agent, broker or representative of Company or Seller, directly or indirectly, to:

(i) take any action to solicit, initiate or encourage the submission of a Proposal; or

(ii) participate in any conversations, discussions or negotiations regarding a Proposal, or deliver to any Person (other than Buyer and its representatives) any non-public information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by such Person to do or seek any of the foregoing.

(b) Company and Seller shall immediately cease and cause to be terminated any existing conversations, discussions or negotiations with respect to any Proposal conducted heretofore with respect to the matters set forth in the foregoing clause 6.4(a). Company and Seller shall notify Buyer promptly if any Proposal, or any inquiry or contact with any Person with respect thereto, is made and shall, in any such notice, indicate in reasonable detail the terms and conditions of the Proposal to the extent available.

6.6. Notification of Subsequent Events Prior to Closing. Seller, Company, and Buyer shall notify the other parties promptly in writing of the occurrence of any event, or the failure of any event to occur (a "**Subsequent Event**"), prior to the Closing that results in an omission from, or breach of, any of the representations, warranties, covenants, or Agreements made by or on behalf of Company, Seller, or Buyer in this Agreement. A party may supplement its disclosure schedules to reflect

a Subsequent Event; provided, however, that any such supplement will not be taken into account for purposes of Section 7 or Section 11 hereof.

6.7. Consent to California Office Lease. With respect the Company's commercial office lease for the premises located at 911 Olive Street and 901 Olive Street, Santa Barbara, California 93101 (the "**California Office Lease**"), on or before Closing the Seller and the Company shall deliver to Buyer: (1) written consent of the landlord approving sale of the Company to Buyer, confirming the lease agreement will remain in full force and effect without change or modification after Closing, and confirming that the lease expires on May 31, 2011 in accordance with the lease terms, and (2) written consent of the landlord authorizing and approving the Article IV ("Obligations Regarding Sharing of Premise") of the OutreachSystems Expense Sharing Agreement (as that term is defined in Section 6.15 below). Buyer shall reasonably cooperate with Seller and Company to obtain the foregoing consents and approvals. However, Buyer shall have the right, in its sole discretion, to approve any terms or conditions imposed on Buyer or the Company by landlord solely as a requirement to landlord's approval of the Company's sale to Buyer.

6.8. Consent to Amsterdam Office Lease. With respect the Company's and its Subsidiary's commercial office lease for the premises located at Brouwersgracht 136, 1013 HA Amsterdam, The Netherlands (the "**Amsterdam Office Lease**"), on or before Closing the Seller and the Company shall deliver to Buyer: (1) written consent of the landlord approving transfer and assignment of the Amsterdam Office Lease from the Subsidiary to either the Seller or the Founders (or any entity formed by Seller or Founders for this purpose), (2) the landlord's written release and waiver of all obligations owed by the Company and its Subsidiary to the landlord (except for those sublease obligations noted in (3) below), and (3) written consent of the landlord authorizing and approving sublease of the Amsterdam Office Lease by Seller or Founders (or any entity formed by Seller or Founders for this purpose) to the Company and its Subsidiary for a period from Closing until January 31, 2011 (the "**Amsterdam Sublease**"). The Amsterdam Sublease shall be on such terms and subject to such conditions as mutually agreed by the Seller, the Company, the Buyer, and the landlord but in no event will the Amsterdam Sublease be on terms less favorable than the Amsterdam Office Lease. After Closing, Buyer shall cause the Company to pay or perform the Company's obligations under the Amsterdam Sublease.

6.9. Reseller Waivers.

(a) Within sixty (60) calendar days after Closing, Seller and Founders will take commercially reasonable efforts to obtain from the resellers of the Company Software Products and related services a written waiver, substantially in the form set forth in Exhibit G (the "**Reseller Waivers**"), of such reseller's right to terminate the reseller agreement solely in connection with sale of the Company's Shares to Buyer. After Closing, Buyer and Company shall reasonably cooperate with Seller and Founders in obtaining the Reseller Waivers.

(b) The parties agree that if Seller and Founders timely deliver to Buyer Reseller Waivers from resellers representing at least seventy percent (70%) of the total gross revenue earned from all the Company's resellers for the fiscal year ended June 30, 2010, net of any commissions retained by the resellers and/or credits issued to the resellers ("**TGRR**"), Seller and Founders will have fulfilled their obligation with respect to Reseller Waivers.

(c) Otherwise, the parties agree that if Seller and Founder do not deliver timely Reseller Waivers to Buyer (unless due solely to the Company's and Buyer's refusal to cooperate reasonably after Closing), there shall be a penalty (deemed a "Damage" for purposes of Article 9

[Indemnification]), entitling Buyer to indemnification. The parties also agree that such penalty will be calculated using the following formula:

Penalty = (70%- PRWR) x TGRR/3 x 1.25,

where "**PRWR**" is the percentage of fiscal year 2010 revenue earned from those resellers delivering Reseller Waivers, net of any commissions retained by those resellers and/or credits issued to those resellers, on or before the 60th day after Closing ("**Reseller Waiver Revenue**" or "**RWR**") to TGRR.

For illustration purposes only, if TGRR is $1,200,0000 and RWR is $600,000 (i.e., Seller and Founders deliver Reseller Waivers representing $600,000 of gross reseller revenue), then Buyer would be entitled to indemnification for the shortfall in the amount of $100,000:

PRWR = RWR/TGRR = $600,000/$1,200,000 = 50%

Penalty = (70% - 50%) x (1,200,000/3) x 1.25 = $100,000.

The parties agree that the foregoing formula is a reflection of the importance and value of the reseller agreements and a reasonable quantification for the inability to deliver all of the Reseller Waivers required under this Section. Additionally, the parties agree that they will determine and agree to TGRR within sixty (60) calendar days after Closing and that any dispute regarding TGRR or RWR will be resolved as part of the indemnification process of Article 9.

6.10. Separation Plan. Subject to Closing of the transactions contemplated by this Agreement, the Company shall have authorized and implemented a written employee severance plan (the "**Separation Plan**"), addressing the benefits payable to any Company employee (other than the Founders) whose employment is terminated on the Closing Date or at any time within ninety (90) days after the Closing Date. The Separation Plan will be substantially in the form set forth in Exhibit H and will include the following minimum requirements:

(a) The Separation Plan will expire on the date ninety (90) after the Closing Date (the "**Plan Termination Date**");

(b) only employees (other than the Founders) whose services for the Company are terminated prior to expiration of the Plan Termination Date will qualify for benefits under the Separation Plan;

(c) as a condition to receipt of benefits under the Separation Plan, each participant must execute and deliver to the Company and Buyer a written separation agreement (a "**Separation Agreement**") substantially in the form set forth in Exhibit I, which agreement will include customary restrictions on recruiting or soliciting Company employees, customers and resellers, confidentiality obligations, a requirement that such participant assign all rights to Intellectual Property created while working in their capacity as an employee of Company or otherwise derived from any Company Intellectual Property, and an unconditional release and waiver of all claims against the Company and its Subsidiaries, shareholders, officers, directors, and employees; and

(d) payment to the terminated employee of a sum equal to (i) two (2) weeks base pay, plus (ii) three (3) weeks base pay for each full year of service with the Company, payable in accordance with the Company's ordinary payroll practices, less all applicable federal and state withholding taxes.

In addition, the parties intend that the gross amounts payable under this Separation Plan (without reduction for applicable Taxes or other withholdings), up to a maximum of $800,000 U.S. dollars, will reduce the Purchase Price payable to Seller as provided in Section 2.2(a)(iv).

6.11. Integration Services. During the 180 calendar days after the Closing Date, Buyer may in its sole discretion request that Seller or Founders assist the Company with the knowledge transfer and integration process until expiration of such 180-day period and Seller or Founders, as the case may be, will undertake their best efforts to assist the Company with such knowledge transfer and post-closing integration efforts. To the extent that either or both Founders assist the Company with such knowledge transfer and post-closing integration efforts, Buyer will pay the Founder(s) providing such services $75/hour for actual services rendered.

6.12. News Releases. Neither Buyer, on the one hand, nor Company, Seller, or Founders, on the other hand, shall issue or approve any news release or other public announcement concerning the transactions contemplated by this Agreement without the prior approval of the other parties (which approval shall not be unreasonably withheld or delayed after Closing).

6.13. Confidentiality. The parties acknowledge that Buyer and Company previously executed that certain Liaison Confidential Disclosure Agreement (Mutual) dated February 2, 2010 (the "Nondisclosure Agreement"), which will continue in full force and effect until Closing in accordance with its terms, except as modified by this Section 6.13. Buyer and Company subsequently executed a Preliminary Non-Binding Term Sheet dated as of May 17, 2010 (the "Term Sheet"); the provisions of Section 9 of the Term Sheet relating to confidentiality will also continue in full force and effect until Closing in accordance with its terms, except as modified by this Section 6.13. For a period of three years after the Closing, Seller and Founders agree to hold in strict confidence, and not knowingly use to the detriment of Buyer or Company, any Confidential Information with respect to Buyer or Company. Notwithstanding the foregoing, Seller or Founders may disclose or use such information (a) as they may be compelled to disclose by judicial or administrative process or by other requirements of Law (but subject to the following provisions of this Section 6.13); (b) as hereafter is in the public domain through no fault of Seller or Founders; (c) as is later acquired by Seller or Founders from another source and neither Seller nor Founder is aware that such source is under an obligation to another Person to keep such information confidential; or (d) in any action or proceeding for the enforcement of this Agreement or any related Document. If Seller or Founder is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any such information, Seller or Founder, as the case may be, shall provide Buyer with prompt written notice of any such request or requirement so that Buyer may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 6.13. If, in the absence of a protective order or other remedy or the receipt of a waiver by Buyer, Seller or Founder nonetheless, based on the advice of counsel, is required to disclose such information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Seller, without liability hereunder, may disclose that portion of such information which such counsel advises Seller it is legally required to disclose.

6.14. Restrictive Covenants. For the period beginning on the Closing Date and ending on the date five (5) years after the Closing Date (the "**Non-Solicitation Period**"), Founders and Seller shall not, directly or indirectly, for their own benefit or for the benefit of any Person other than Buyer:

(a) except as set forth on Schedule 6.14, recruit, induce, solicit, or assist any Person to recruit, induce or solicit, any then present officer, director, or employee of Buyer, Company, or their respective subsidiary companies to leave his or her employment with Buyer, Company, or any of their respective subsidiary companies; or

(b) hire or cause to be hired, or engage or cause to be engaged, as a contractor, sub-contractor, employee, partner, shareholder, or consultant, any then present officer, director, or employee of Buyer, Company, or any of their respective subsidiary companies, for the purpose of conducting any business activities that are competitive with the Business of Buyer, Company, or any of their respective subsidiary companies, as then conducted; or

(c) directly or indirectly solicit any customer, reseller, or distributor of the Buyer, the Company, or their respective subsidiary companies for purposes of providing any goods or services competitive with the Business of the Buyer, the Company or the Subsidiary acquired by Buyer as contemplated by this Agreement. For purposes of this Section, "customer" means any Person to whom the Company or its Subsidiary has sold products or services, or solicited to sell products or services, during the two (2) year period immediately preceding the Closing Date (including without limitation resellers and distributors).

Founders and Seller agree that the terms and the time periods contained in this Section are necessary and reasonable in order to protect Buyer with respect to acquisition and operation of the Company's Business and use of its Assets. Nothing herein shall be deemed to prevent the Founders from assisting or consulting with, on a charitable basis without payment or other remuneration, any non-profit entity or organization that is not a customer of Buyer, Company, or their respective subsidiaries.

If Buyer fails to make a payment required of it under Section 2.2 of this Agreement (other than (i) a payment offset permitted by Section 2.2(a)(iv), or (ii) a payment disputed by Buyer, but only to the extent that, and only so long as, the payment is disputed by Buyer in good faith and with a reasonable basis), and does not cure such failure within twenty (20) days after written notice thereof by Founders or Seller, the obligations of Founders and Seller under this Section 6.14 shall terminate.

6.15. Separation of OutreachSystems.

(a) Expense Sharing Agreement. On or before Closing, the Buyer and OutreachSystems shall have entered a written agreement providing for the sharing of certain office space, equipment, hardware, and services of Company (such agreement, the "**OutreachSystems Expense Sharing Agreement**"), such agreement to be substantially in the form set forth as Exhibit E and to include mutual non-disclosure obligations with respect to confidential or proprietary information and such other terms as mutually agreed by Buyer and OutreachSystems.

(b) No Other Liabilities. For the avoidance of doubt, Buyer does not intend to assume, and expressly excludes from Buyer's liabilities under this Agreement, any wages, salary, or other compensation, withholding Taxes or other Taxes, or any other amount or liability payable to any employee, independent contractor, or other agent of OutreachSystems, any Accounts Payable to OutreachSystems (other than Accounts Payable incurred by the Company in the Ordinary Course of Business and in exchange for valid services performed by OutreachSystems), or any other Liability, cost or expense associated with OutreachSystems. In addition, the Seller and Founders agree that those individuals set forth on Exhibit F will be employees solely of OutreachSystems from and after the Closing, and not employees of the Company, whether they may have been employees of the Company, or co-employees of the Company and OutreachSystems, at any time in the past. OutreachSystems, Seller, and Founders assume all liability for payment and reporting of Paid Time Off associated with such individuals.

6.16. Waiver of Paid Time Off. Founders release the Company and Buyer from any and all liability for payment and reporting of Paid Time Off arising out of or otherwise associated with

their employment by the Company, and Founders waive any right that may currently exist, or which may exist in the future, to payment of Paid Time Off either by Company or Buyer.

6.17. Further Assurances. Each party shall, from time to time, both before and after Closing as applicable, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby.

7. CONDITIONS PRECEDENT TO CLOSING.

7.1. Conditions to Each Party's Obligations. No party to this Agreement shall be obligated to consummate the transactions contemplated herein if (a) consummation has been restrained, enjoined or otherwise prohibited by any Law, including any order, injunction, decree or judgment of any Governmental Authority, or (b) any Governmental Authority shall have determined that any Law makes illegal the consummation of the transactions contemplated hereby.

7.2. Conditions to Seller's Obligations. The Seller's obligations under this Agreement are subject to the fulfillment (or waiver by Seller), at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties made by Buyer in Section 5 of this Agreement that are not qualified by materiality or Material Adverse Effect shall be true, complete and correct in all material respects as of the date hereof and as of the Closing as if made as of the Closing (except that those representations and warranties which address matters only as of another particular date shall remain true, complete and correct as of such date), and the representations and warranties made by Buyer in Section 5 of this Agreement that are qualified by materiality or Material Adverse Effect shall be true, complete and correct in all respects as so qualified at and as of the Closing (except that those representations and warranties which address matters only as of another particular date shall remain true, complete and correct as of such date).

(b) Performance. Buyer shall have performed and complied with all agreements, covenants, and conditions and made all deliveries required by this Agreement to be performed, provided or complied with by Buyer on or prior to Closing including delivery all consents and authorizations of Governmental Authorities, Buyer or other Persons.

(c) Officer's Certificate. Buyer shall have delivered to Company and to Seller a certificate dated as of the Closing Date, signed by Buyer's Chief Executive Officer, and certifying (i) that the representations and warranties of Buyer are true and correct as set forth above, (ii) that the covenants, duties, and obligations of Buyer set forth in this Agreement have been performed and complied with in all respects, and (iii) the conditions to Closing provided in this Agreement have been satisfied or waived.

7.3. Conditions to Buyer's Obligations. The obligations of Buyer to consummate the transactions contemplated hereby shall be subject to the fulfillment (or waiver by Buyer), at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties made by Seller and Founders in Sections 3 and 4 of this Agreement that are not qualified by materiality or Material Adverse Effect shall be true, complete and correct in all material respects as of the date hereof and as of the Closing as if made as of the Closing (except that those representations and warranties which address matters only as of another particular date shall remain true, complete and correct as of such date), and the

representations and warranties made by Seller and Founders in Sections 3 and 4 of this Agreement that are qualified by materiality or Material Adverse Effect shall be true, complete and correct in all respects as so qualified at and as of the Closing as if made as of the Closing (except that those representations and warranties which address matters only as of another particular date shall remain true, complete and correct as of such date).

(b) Performance. Seller, Founders, the Company and its Subsidiary shall have performed and complied with all agreements, covenants, and conditions and made all deliveries required by this Agreement to be performed, provided or complied with by it on or prior to Closing including delivery of all consents or authorizations of Governmental Authorities, Company or other Persons.

(c) Seller's Certificate. Seller shall deliver to Buyer a certificate dated as of the Closing Date, signed by the trustees of Seller, and certifying (i) that the representations and warranties of such Seller under Sections 3 and 4 are true and correct as set forth above, (ii) that the covenants, duties, and obligations of such Seller set forth in this Agreement have been performed and complied with in all respects, (iii) that all Assets of the Company and its Subsidiary, including without limitation all Company Intellectual Property, and all books and records of the Company and its Subsidiary, are located either at the Company's principal place of business in Santa Barbara, California or the Subsidiary's principal place of business in Amsterdam, The Netherlands, and such Assets, books and records will, upon Closing, transfer with the Company and the Subsidiary to Buyer by operation of this Agreement; and (iv) the conditions to Closing provided in this Agreement have been satisfied or waived.

8. CLOSING.

8.1. Closing of Sale and Purchase. Subject to the terms and conditions of this Agreement, the Closing shall take place concurrently at the offices of Buyer's counsel and Seller's counsel, with closing deliveries to be made by wire transfer, facsimile or electronic mail, where appropriate, with originals to follow via overnight courier, or in such other manner as Buyer and Seller may mutually agree.

8.2. Deliveries by Seller. At the Closing, the Seller, for itself and for Company as provided in this Agreement, shall deliver to Buyer the following:

(a) the Shares, duly endorsed for transfer to Buyer;

(b) Resignation letters from all directors of Company at the Closing, effective as of Closing;

(c) an executed certificate as required under Section 7.3(c), above;

(d) an executed legal opinion from Seller's counsel, in substantially the form set forth in Exhibit D;

(e) written consent of the landlord for the California Office Lease in accordance with Section 6.7;

(f) written consent of the landlord for the Amsterdam Office Lease in accordance with Section 6.8;

(g) the executed Amsterdam Sublease;

(h) a true and correct copy of the Separation Plan to be implemented and in effect as of Closing;

(i) the executed OutreachSystems Expense Sharing Agreement; and

(j) such other Documents as Buyer may reasonably request.

8.3. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following:

(a) the portion of the Purchase Price payable at Closing under Section 2.2(b)(i);

(b) an executed officers' certificate as required under Section 7.2(c), above;

(c) the executed Amsterdam Sublease;

(d) the executed OutreachSystems Expense Sharing Agreement; and

(e) such other Documents as Seller may reasonably request.

9. INDEMNIFICATION; SURVIVAL; REMEDIES.

9.1. Indemnification by Seller and Founders. After the Closing and subject to the provisions of this Section 9, Seller and Founders jointly and severally shall indemnify Buyer and its directors, officers, employees, stockholders, agents and representatives (the "**Buyer Indemnified Persons**") in respect of, and hold the Buyer Indemnified Persons harmless against, any and all actual damages, costs, amounts paid in settlement, obligations, court costs, and reasonable and necessary experts', accountants', attorneys' and other professional fees and expenses, but excluding any punitive damages, consequential damages, incidental damages, lost profits, diminutions in value or other indirect losses (collectively, "**Damages**"), incurred or suffered by the Buyer Indemnified Persons resulting from or arising out of (a) any breach of any representation or warranty of Seller or Founders pursuant to Sections 3 or 4, (b) any failure by Seller or Founders to perform any covenant or agreement applicable to such Person contained in this Agreement to be performed after the Closing, and (c) any liability for Taxes as provided in Section 10. Seller and Founders shall not be required to indemnify any Buyer Indemnified Person for any amount to the extent such amount previously reduced the Purchase Price under Section 2.2(a)(iv).

9.2. Indemnification by Buyer. After the Closing and subject to the provisions of this Section 9, Buyer shall indemnify Founders, Seller, and Seller's employees, agents and representatives (the "**Seller Indemnified Persons**," and together with the Buyer Indemnified Persons, the "**Indemnified Persons**") in respect of, and hold Seller Indemnified Persons harmless against, any and all Damages incurred or suffered by the Seller Indemnified Persons resulting from or arising out of (a) any breach of any representation or warranty of Buyer pursuant to Article 5, (b) any failure by Buyer to perform any covenant or agreement of Buyer contained in this Agreement to be performed after the Closing, and (c) liability for Taxes as provided in Section 10.

9.3. Method of Asserting Claims.

(a) If an Indemnified Person has incurred or suffered Damages for which it is entitled to indemnification under this Section 9, such Indemnified Person shall, prior to the expiration of the representation, warranty, covenant or agreement to which such claim relates, give written notice of such claim (a "**Claim Notice**") to the Person or Persons responsible for indemnification with respect

thereto (collectively, the "**Indemnifying Party**"). Each Claim Notice shall state the amount of claimed Damages (the "**Claimed Amount**"), if known, and the factual background and basis for such claim in reasonably sufficient detail so as to enable the Indemnifying Party to understand and respond to the Claim Notice as provided below.

(b) If the Claims Notice does not relate to a Third-Party Claim, then except as set forth in clause (iv) herein, within twenty (20) Business Days after delivery of a Claim Notice, the Indemnifying Party shall provide to the Indemnified Person a written response (the "**Response Notice**") in which the Indemnifying Party shall: (i) agree that all of the Claimed Amount is owed to the Indemnified Person, (ii) agree that part, but not all, of the Claimed Amount (the "**Agreed Amount**") is owed to the Indemnified Person, (iii) contest that any of the Claimed Amount is owed to the Indemnified Person, or (iv) request additional information that the Indemnifying Party believes in good faith it needs to respond to the Claim Notice, which request must be made within ten (10) Business Days after the Indemnifying Party's receipt of the Claim Notice. If the Indemnifying Party requests further information pursuant to the foregoing clause (iv), the Indemnified Person shall provide the additional information, if any, within ten (10) Business Days, and the Indemnifying Party shall then respond as provided in the foregoing clauses (i), (ii) or (ii) within ten (10) Business Days after receipt of such additional information or notice from the Indemnified Person that no further information exists. The Indemnifying Party may contest the payment of all or a portion of the Claimed Amount only based upon a good faith belief that all or such portion of the Claimed Amount does not constitute Damages for which the Indemnified Person is entitled to indemnification under this Section 9. If no Response Notice is delivered by the Indemnifying Party within such twenty (20) Business Day period (extended as provided above for request and receipt of additional information), the Indemnifying Party shall be deemed to have agreed that all of the Claimed Amount is owed to the Indemnified Person. Buyer agrees to seek recovery of all Claimed Amounts approved (or deemed approved) under this Section 9.3(b) first by offsetting that portion of the Purchase Price payable after Closing, and second (to the extent necessary), from that portion of the Purchase Price paid to Seller at Closing.

(c) If the Indemnifying Party in the Response Notice agrees (or is deemed to have agreed) that all of the Claimed Amount is owed to the Indemnified Person, the Indemnifying Party shall promptly (and in any event within ten (10) Business Days) deliver to the Indemnified Person the Claimed Amount. If the Indemnifying Party in the Response Notice agrees that part, but not all, of the Claimed Amount is owed to the Indemnified Person, the Indemnifying Party shall promptly (and in any event within ten (10) Business Days) deliver to the Indemnified Person the Agreed Amount set forth in such Response Notice. Acceptance by the Indemnified Person of part payment of any Claimed Amount shall be without waiver to that Indemnified Person's right to claim and the Indemnifying Party's obligation to pay the balance of any such Claimed Amount that is due the Indemnified Person. If the Indemnifying Party in the Response Notice contests all or part of the Claimed Amount (the "**Contested Amount**"), the Indemnifying Party and the Indemnified Person shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations within twenty (20) days, either may commence alternative dispute resolution, pursuant to Section 12.5.

(d) If the Claims Notice relates to any action, suit or proceeding brought by a third party for which indemnification pursuant to this Section 9 may be sought (a "**Third-Party Claim**"), the Indemnified Person shall give prompt written notification to the Indemnifying Party of the commencement of such Third-Party Claim; provided, however, that no delay on the part of the Indemnified Person in notifying the Indemnifying Party shall relieve the Indemnifying Party of any liability for Damages hereunder except to the extent of any Damage or material prejudice caused by or arising out of such delay. Within ten (10) Business Days after delivery of such Claims Notice, the Indemnifying Party may, upon written notice thereof to the Indemnified Person, assume control of the defense of such action, suit or proceeding with counsel reasonably satisfactory to the Indemnified Person,

provided (i) the Indemnifying Party acknowledges in writing to the Indemnified Person that any Damages that may be assessed against the Indemnified Person in connection with such action, suit or proceeding constitute Damages for which the Indemnified Person shall be entitled to indemnification pursuant to this Section 9 (subject to all limitations contained herein), and (ii) either (x) the third party seeks monetary damages only or (y) an adverse resolution of the third party's claim would not be reasonably likely to have a Material Adverse Effect on the business, operations or future conduct of the Indemnified Person. If the Indemnifying Party does not so assume control of such defense, the Indemnified Person shall control such defense, and shall mount such defense in a commercially reasonable manner. If the Indemnifying Party assumes the defense notwithstanding that the Indemnified Person believes that the foregoing conditions have not been satisfied, the Indemnified Person may object in writing within three (3) Business Days, and in the event of such objection the parties shall negotiate in good faith which party will control the defense. In the absence of agreement as to which party controls the defense within three (3) Business Days from the Indemnifying Party's receipt of an objection, the Indemnified Person shall assume control of the defense, provided that the Indemnifying Party may reserve all of its rights with respect to the issue. The party not controlling such defense may participate therein at its own expense; provided that if the Indemnifying Party assumes control of such defense and the Indemnified Person reasonably concludes that the Indemnifying Party and the Indemnified Person have conflicting interests or different defenses available with respect to such Third-Party Claim, the reasonable and necessary fees and expenses of counsel to the Indemnified Person shall be considered "Damages" for purposes of this Agreement. The party controlling such defense shall keep the other party advised of the status of such Third-Party Claim and the defense thereof and shall consider in good faith recommendations made by the other party with respect thereto. The Indemnified Person shall not agree to any settlement of such Third-Party Claim without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall not agree to any settlement of or the entry of a judgment in any Third-Party Claim without the prior written consent of the Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed (it being understood that it is reasonable to withhold, condition or delay such consent if, among other things, the settlement or the entry of a judgment (A) lacks a complete release of the Indemnified Person for all liability with respect thereto or (B) imposes any material liability or obligation on the Indemnified Person).

9.4. Exclusive Remedy. Each party acknowledges and agrees that, should the Closing occur, the indemnification provisions of this Section 9 (subject to the limitations set forth herein) shall be the sole and exclusive remedies for breaches of representations and warranties, the failure or non-performance by Seller or Buyer of any covenants or agreements, or any other claim in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Section 9 shall be deemed to prohibit or limit any party's right at any time on or after the Closing Date to seek injunctive or equitable relief for the failure of any party to perform any covenant or agreement contained in this Agreement.

9.5. Survival.

(a) Unless otherwise specified in this Section 9.5 or elsewhere in this Agreement, all obligations in this Agreement which, by their terms, are to be performed after the Closing shall survive the Closing and the consummation of the transactions contemplated hereby and shall continue in full force and effect in accordance with their stated terms.

(b) Except for claims based on fraud (which shall survive in accordance with the appropriate statute of limitations), the representations and warranties of Seller and Founders set forth in Articles 3 and 4 shall survive the Closing and the consummation of the transactions contemplated hereby and continue until twelve (12) months following the Closing, and shall then terminate. Notwithstanding the foregoing, (1) the representations and warranties contained in Sections 3.4 (Authorization) and 4.1

(Title to Common Stock; Transfer of Title) shall survive indefinitely, (2) the representations and warranties contained in Sections 3.11 (Taxes) and 3.27 (Environmental Matters) shall survive until expiration of the applicable statute of limitations and shall then terminate, and (3) the representations and warranties contained in Sections 3.15 (Intellectual Property) shall survive until three (3) years after the Closing Date and shall then terminate.

(c) Except for claims based on fraud (which shall survive in accordance with the appropriate statute of limitations) or on Section 5.2 (Authorization) (which shall survive indefinitely), the representations and warranties of Buyer set forth in Article 5 shall survive the Closing and the consummation of the transactions contemplated hereby and continue until twelve (12) months following the Closing, and shall then terminate.

(d) The date on which any particular representation, warranty or obligation of Buyer or Seller terminates shall be referred to herein as the "**Termination Date**." From and after their relevant Termination Dates, the representations, warranties, and obligations of the parties contained in this Agreement (including the schedules attached hereto) shall expire for all purposes and shall not provide the basis for any claim thereafter. If Claims Notice is given in accordance with the notice provisions of this Agreement before the Termination Date, then (notwithstanding the occurrence of the Termination Date) the representation, warranty or obligation applicable to such claim shall survive until, but only for purposes of, the resolution of such claim.

9.6. Limitations on Certain Indemnification Obligations.

(a) Threshold for Indemnification Claims. An Indemnified Person shall not assert any indemnification claim under Section 9.3(a), and the Indemnifying Party shall have no obligation to indemnify therefore, until the aggregate amount of all claims for Damages by the Indemnified Person exceeds $25,000 (the "**Threshold**"), after which event the Indemnifying Party will be responsible for the entire amount of the Damages (excluding the Threshold), subject to the Cap.

(b) Indemnification Cap. The (1) Seller's and Founders' aggregate liability, and (2) the Buyer's liability, for any Damages arising in connection with this Agreement including Section 9 shall not exceed seventy percent (70%) of the Purchase Price (the "**Cap**"). Claims based on fraud or willful misconduct by either party and for any breaches of representations or warranties of the Seller related to Sections 3.4 (Authorization), 3.11 (Taxes), 3.27 (Environmental Matters), or 4.1 (Title to Common Stock; Transfer of Title), or any breaches by the Buyer related to Section 5.2 (Authorization) shall not be subject to the Cap; provided, however, that in no event will Seller's and Founders' aggregate liability and Buyer's liability for any Damages arising in connection with this Agreement including Section 9 exceed one hundred percent (100%) of the Purchase Price.

(c) Insurance Effect. For purposes of determining the amount of any Damages, such amount shall be reduced by (i) any insurance proceeds received by the Indemnified Person in respect thereof and (ii) amounts received under indemnities from third parties or in the case of a third-party action, by any amount actually recovered by the Indemnified Person pursuant to counterclaims made by the Indemnified Person directly relating to the facts giving rise to such third-party action. Each Indemnified Person shall use commercially reasonable efforts to pursue all legal rights and remedies available in order to mitigate the Damages for which indemnification is provided to it under this Section 9.

9.7. Treatment of Indemnification Payments. Seller and Buyer agree to treat (and cause their Affiliates to treat) any payments received pursuant to Section 9 as adjustments to the Purchase Price for all Tax purposes, to the maximum extent permitted by applicable Law.

10. TAX MATTERS. The following provisions shall govern the allocation of responsibility as between Buyer and Seller for certain Tax matters following the Closing Date:

10.1. Tax Returns and Payments.

(a) Preparation of Tax Returns. Buyer shall cause Company to prepare and timely file any Tax Returns of Company and its Subsidiary for Tax periods that end on or before the Closing Date but for which such Tax Returns were not filed (or were not due) until after the Closing Date. The parties agree that Berti Spechler Sarmiento McKay & Co. LLP shall prepare all such Tax Returns on behalf of the Company, subject to Buyer's approval of applicable fees and costs for such Tax Returns, such approval not to be unreasonably withheld. Such Tax Returns shall be prepared in a manner consistent with Company's and its Subsidiary's prior practice to the extent consistent with applicable Law. Notwithstanding the foregoing, the parties acknowledge and agree that for the Tax year beginning July 1, 2009 and ending June 30, 2010, the Company is required under Section 448 of the Code to change its accounting method from the cash basis method to the accrual method, and such change in accounting method may result in additional Tax Liability to the Company that differs from prior practice. At least thirty (30) days prior to the filing of each Tax Return under this Section, Buyer shall cause Company and its Subsidiary to provide a copy of such Tax Return to Seller for Seller's review and comment. The copy of such Tax Return also shall reasonably identify (either in the Tax Return or in a separate written statement) those Tax amounts incurred solely as a result of the change in accounting method. During the thirty (30) days prior to filing of each such Tax Return under this Section, Buyer shall cause Company and its Subsidiary to make such revisions to such Tax Returns as are reasonably requested by Seller and approved by Buyer.

(b) Seller's Payment of Tax for Current Fiscal Year. To the extent not covered and paid in full by the Tax Payment, Seller and Founders shall remain liable for, and shall pay to Buyer or to Company within ten (10) days after receipt of any written request from Buyer, the amount of all federal, state, or local income Taxes owed by Company and its Subsidiary for the fiscal year beginning July 1, 2009 and ending June 30, 2010 as shown on the Tax Return for such period. Upon any failure of Seller or Founder to pay such Tax, Buyer shall be entitled to seek indemnification under Article 9 of this Agreement.

(c) Tax Liability Associated with Change in Accounting Method. Notwithstanding anything to the contrary in this Agreement (including without limitation any applicable survival periods for Taxes or any Termination Date for Taxes), to the extent not covered and paid in full by the Tax Payment, Seller and Founders shall remain liable for, and shall pay to Buyer or Company any and all Taxes associated solely with the change in accounting method resulting from the Company's conversion from the Cash Accounting Basis to the Accrual Accounting Basis relating to the 2010 Tax year described in Section 10.1(a). For the avoidance of doubt, any Taxes associated with the change in accounting method resulting from the Company's conversion from the Cash Accounting Basis to the Accrual Accounting Basis relating to the 2010 Tax year shall be computed using a combined federal and state tax rate of 40%. Seller and Founders acknowledge and agree that payment of the entire amount of this Tax to Company and Buyer will be due on the same date that any Taxes payable to Buyer under Section 10.1(b) above are due. Seller and Founders also acknowledge that the Tax associated with the change in accounting method shall not be reduced by favorable Tax attributes of Buyer or the Company arising after Closing, including without limitation, post-Closing net operating losses of either Buyer or Company. Notwithstanding the foregoing, Seller and Founders shall not be liable to Buyer for any additional Tax, interest, or penalty imposed solely as a result of Buyer's election to pay Taxes associated with the change in accounting method in installments rather than in a single, lump sum payment.

(d) Adjustment of Tax Payment. The parties acknowledge and agree that the Company is being credited with, and the Purchase Price has been reduced by, the Tax Payment of three hundred fifty thousand dollars ($350,000.00), for the Taxes described in Sections 10.1(b) and 10.1(c). To the extent it is determined that the Taxes owed by the Company, the Seller and the Founders under Sections 10.1(b) and 10.1(c) exceed the Tax Payment (a "**Tax Underpayment**"), Seller and Founders agree to deliver to Buyer the amount of the Tax Underpayment within ten (10) days after receipt of notice from Buyer of the Tax Underpayment. To the extent it is determined that the Tax Payment exceeded the Taxes owed by Seller and Founder under Sections 10.1(b) and 10.1(c)(a "**Tax Overpayment**"), Buyer agrees to refund to Seller and Founders the amount of the Tax Overpayment within ten (10) days after receipt of a demand from Seller or Founders; Buyer agrees to notify Seller and Founders immediately upon any Tax Overpayment. Upon any failure of Seller or Founders to pay such Tax Underpayment, Buyer shall be entitled to seek indemnification under Article 9 of this Agreement. Upon any failure of Buyer to refund such Tax Overpayment, Seller and Founders shall be entitled to seek indemnification under Article 9 of this Agreement. Promptly after receipt of any written request from Buyer, Seller, or Founders, the other parties agree to reasonably cooperate in determining any Tax Underpayment or Tax Overpayment, including without limitation providing financial information reasonably sufficient to verify accuracy of any Tax Underpayment or Tax Overpayment.

10.2. Cooperation on Tax Matters.

(a) Buyer, Company and Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to Section 10.1 and any audit, litigation, or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information that are reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer agrees (i) to retain all books and records with respect to Tax matters pertinent to Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Seller, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (ii) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests Buyer, as the case may be, shall allow the other party to take possession of such books and records prior to such transfer, destruction or discarding.

(b) Buyer and Seller further agree, upon request, to use their reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby), provided that it does not increase such party's own Tax liability.

10.3. Tax Sharing Agreements. Except for the obligations contemplated by this Agreement, all Tax sharing agreements or similar agreements with respect to or involving Company shall be terminated as of the Closing Date and, after the Closing Date, Company and Buyer shall not be bound thereby or have any liability thereunder.

10.4. Tax Audits. Buyer shall have the sole right to represent the interests of Buyer, Company, and Subsidiary in all Tax audits or administrative or court proceedings respecting periods ending on or before Closing or any periods following Closing. Seller shall have the right to participate in any Tax audit or other proceeding relating to pre-Closing periods that may adversely affect Seller after the Closing Date. Buyer agrees not to settle any pre-Closing audit or other Tax proceeding that adversely affects Seller without the prior written consent of Seller, which consent shall not be unreasonably

withheld. Seller agrees that it will cooperate fully with Buyer and its counsel in the defense or compromise of any claims in such Tax audits or other proceedings.

10.5. Refunds and Tax Benefits. Buyer shall promptly notify Seller of any income Tax refunds that are received by Buyer, and any amounts credited against income Tax to which Buyer becomes entitled, that relate to income Tax periods or portions thereof ending on or before the Closing Date. Such refunds shall be for the account of Seller, and Buyer shall pay over to Seller any such refund or the amount of any such credit within fifteen (15) days after receipt or entitlement thereto.

11. TERMINATION

11.1. Right to Terminate. Anything to the contrary herein notwithstanding, this Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer, Company, and Seller;

(b) by prompt notice by either of Seller or Buyer if (i) the Closing shall not have occurred at or before 11:59 p.m. United States Eastern time on August 16, 2010; provided, however, that the right to terminate this Agreement under this Section 11.1(b) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or prior to the aforesaid date; (ii) there shall be a final non-appealable order of a federal or state court in effect preventing consummation of the transactions contemplated hereby; (iii) there shall be any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the consummation of the transactions contemplated hereby by any Governmental Authority that would make consummation of the transactions contemplated hereby illegal; or (iv) any of the consents or approvals required to be obtained from any Governmental Authority to permit the consummation of the transactions contemplated hereby shall be denied, or shall be granted with conditions or requirements that are materially adverse to the terminating party, and any applicable periods to appeal such decision shall have expired (provided, however, that the right to terminate this Agreement under this Section 11.1(b)(iv) shall not be available to any party whose willful failure to fulfill any obligation hereunder has been the cause of, or resulted in, the failure to obtain such consent);

(c) by Buyer if there shall be any action taken, or any Law or order enacted, promulgated or issued or deemed applicable to the consummation of the transactions contemplated hereby, by any Governmental Authority, which would: (i) prohibit Buyer's ownership of the Shares or operation of all or any material portion of the Business of Buyer; (ii) compel Buyer to dispose of or hold separate all or any portion of the Assets and properties of Buyer as a result of the consummation of the transactions contemplated hereby, or (iii) prevent or impair Buyer's ability to operate Buyer and the Business in a manner substantially similar to the operations of Buyer on the date of this Agreement;

(d) by Buyer if (i) any representation or warranty of Seller, or Seller on behalf of Company, is not true and correct either on the date of this Agreement or at the Closing such that the conditions set forth in Section 7.3 would not be satisfied at the time of such breach and, if such breach of a representation or warranty is capable of being cured, such breach shall not have been fully cured within ten (10) days following delivery by Buyer to Seller of written notice of such breach, or (ii) Seller or Company shall not have complied in full with any covenant or agreement contained in this Agreement, and if such failure to comply is capable of being cured, such non-compliance shall not have been fully cured within ten (10) days following delivery by Buyer to Seller of written notice of such non-compliance, or (iii) Company makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Company seeking to adjudicate it a bankrupt or insolvent, or seeking

liquidation, winding up or reorganization, arrangement, adjustment, protection, relief or composition of any indebtedness under any applicable Laws; or

(e) by Seller if (i) any representation or warranty of Buyer is not true and correct either on the date of this Agreement or at the Closing such that the conditions set forth in Section 7.2 would not be satisfied at the time of such breach and, if such breach of a representation or warranty is capable of being cured, such breach shall not have been fully cured within ten (10) days following delivery by Seller to Buyer of written notice of such breach, or (ii) Buyer shall not have complied in full with any covenant or agreement contained in this Agreement, and, if such failure to comply is capable of being cured, such non-compliance shall not have been fully cured within ten (10) days following delivery by Seller to Buyer of written notice of such non-compliance, or (iii) Buyer makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Buyer seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up or reorganization, arrangement, adjustment, protection, relief or composition of any indebtedness under any applicable Laws.

11.2. Effect of Termination. Each party's right of termination under Section 11.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 11.1, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 6.8 (Confidentiality) and 12.1 (Expenses) will survive; provided, however, that if this Agreement is terminated by a party because of a breach of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement are not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

12. MISCELLANEOUS.

12.1. Expenses. Subject to the provisions of this Agreement, each of Buyer, Seller, Founders, and Company shall pay its own expenses incident to this Agreement and the transactions contemplated hereunder, including all legal and accounting fees and disbursements. For the avoidance of doubt, all such legal fees and related expenses incurred by Company, Seller or Founders after June 30, 2010 through and including Closing will be paid by Seller or Founders, and not by the Company.

12.2. Assignment. Subject to the last sentence of this Section 12.2, Buyer shall have the right to designate any of its Affiliates (to the extent permitted by Law) to receive directly the Shares to be purchased hereunder. Except as otherwise expressly permitted by this Section 12.2, neither Buyer nor Seller shall assign their rights and obligations under this Agreement, in whole or in part, whether by operation of Law or otherwise, without the prior written consent of the other party hereto, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect. In no event shall the assignment by Buyer or Seller of its respective rights or obligations under this Agreement, whether before or after the Closing, release Buyer or Seller from its or their respective liabilities and obligations hereunder.

12.3. Entire Agreement; Amendment. This Agreement, including the Schedules and Exhibits referred to herein, constitutes the entire Agreement among the parties hereto with respect to the transactions contemplated herein, and (except as set forth in Section 6.8 (Confidentiality)) it supersedes all prior oral or written Agreements, commitments or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by the party against whom enforcement of the amendment, modification, or discharge is sought.

12.4. **Waiver**. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other Documents Furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

12.5. **Dispute Resolution; Consent to Jurisdiction.**

(a) Any and all disputes arising out of or relating to this Agreement (a "**Dispute**") shall be subject to the dispute resolution procedures set forth in this Section 12.5.

(b) Good Faith Negotiation. Any party to this Agreement may invoke a Dispute through the delivery of a Dispute notice that sets forth in reasonable detail the basis for the Dispute (a "**Dispute Notice**"). After initiation of a Dispute, whether by Dispute Notice or Objection Notice, the parties shall engage in a good faith negotiation to resolve the dispute for a period of not less than twenty (20) days. For purposes of this Section, a Dispute Notice shall include a Seller Objection Notice as provided in Section 2.2(a)(iv).

(c) Arbitration. If the parties are unable to resolve a Dispute within twenty-five (25) days of receipt of a Dispute Notice, the Dispute shall be decided by arbitration. The arbitration shall be before a single neutral arbitrator appointed by the American Arbitration Association pursuant to its Commercial Arbitration Rules. If the Dispute relates to Section 2.2 or any other accounting or Tax matter, either party may require that the arbitrator be a certified public accountant. The arbitration shall be held in Delaware. The decision of the arbitrator as to the validity and amount of any Dispute shall be final, binding, and conclusive upon the parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator. Within thirty (30) days of a decision of the arbitrator requiring payment by one party to another, such party shall make the payment to such other party. Any action to either confirm or challenge the arbitration award shall be in a state or federal court with appropriate jurisdiction over Delaware.

(d) Scope of Discovery. Discovery will be limited to the request for and production of documents, depositions and interrogatories. Interrogatories will be allowed only as follows: a party may request the other party to identify by name, last known address and telephone number (i) all persons having knowledge of facts relevant to the Dispute and a brief description of that person's knowledge, and (ii) any experts who may be called as an expert witness, the subject matter about which the expert is expected to testify, the mental impressions and opinions held by the expert and the facts known by the expert. All discovery will be guided by the Federal Rules of Civil Procedure. All issues concerning discovery upon which the parties cannot agree will be submitted to the arbitrator for determination.

(e) Fees and Costs. The arbitrator shall award to the prevailing party on each material issue that party's reasonable attorney's fees and costs. The term "prevailing party" shall mean the party which shall have substantially prevailed on a material issue in dispute, and the other party shall be the "losing party" with respect to such issue. As to distinct, severable issues in dispute, the arbitrator may decide which party is the prevailing party. Accordingly, the arbitrator shall have the discretion to award attorney's fees to both parties, in amounts to be determined by the arbitrator, if the arbitrator shall determine that as to separate and distinct material issues having a bearing on an entitlement to relief each of the parties shall have been a prevailing party. A party that voluntarily dismisses an action or

proceeding shall be considered a losing party for all purposes of this provision. Application for cost and expenses shall be substantiated with documentary verification. The actual cost of the arbitration itself shall be borne by the losing party or shall be allocated between the parties in such proportions as the arbitrator decides if there are distinct, severable issues in dispute and the arbitrator determines that each of the parties has, to some extent, been a losing party.

12.6. Severability. If any part of any provision of this Agreement or any other Agreement or Document given pursuant to or in connection with this Agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

12.7. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (excluding the choice of law rules thereof).

12.8. Notices. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier, mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telecopy or e-mail, addressed as follows (provided that a copy of any notice transmitted by telecopy or e-mail shall also be sent by first-class, registered or certified mail, return receipt requested, postage prepaid):

(i) If to Buyer:

Liaison Technologies, Inc.
2575 Westside Parkway
Suite 400
Alpharetta, Georgia 30004
Attn: Chief Executive Officer
Fax: 770-642-5050
E-mail: Brenner@liaison.com

with a copy at the same time (which shall not constitute notice) to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road
Atlanta, Georgia 30326-1044
Attn: William M. Winter, Esq.
Fax: (404) 365-9532
E-mail: wwinter@mmlaw.com

(ii) If to Seller:

Koornwinder/Gott Family Trust
2241 Stanwood Drive
Santa Barbara, CA 93103
Attn: Trustee
Fax: (805) 963-1964
E-mail: frankg@koogot.com

with a copy at the same time (which shall not constitute notice) to:

Seed Mackall LLP
1332 Anacapa Street
Suite 200
Santa Barbara, California 93101
Attn: Thomas N. Harding
Fax: (805) 435-1498
E-mail: tharding@seedmackall.com

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand delivered, sent, mailed, telecopied or e-mailed in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or (with respect to a telecopy or e-mail) the confirmation or return receipt being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Any notice required under this Agreement shall refer to this Agreement, including the specific section under which notice is being given.

12.9. Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

12.10. Execution in Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all Persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the Persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto. Any signature to a counterpart of the Agreement may be delivered by facsimile or other electronic means, and any facsimile or other electronic copy shall be deemed an original signature provided that the document containing the original signature is received within a reasonable period of time thereafter.

12.11. Limitation on Benefits. The covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

12.12. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

12.13. Foreign Currency Conversion.

The parties agree that for any calculation in which it necessary to convert euros to U.S. dollars, the parties will convert such amounts to a U.S. dollar equivalent using a foreign currency exchange rates of one dollar thirty five cents to one euro ($1.35 to €1).

(Signature page to Stock Purchase Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

BUYER:

LIAISON TECHNOLOGIES, INC.

By: _____
Name: Robert A. Renner
Title: Chairman and Chief Executive Officer

(Signature page to Stock Purchase Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

COMPANY:

SOFTSHARE, INC.

By: _____
Name: Frank Goff
Title: CEO

(Signature page to Stock Purchase Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

SELLER:

KOORNWINDER/GOTT FAMILY TRUST

Signature: _____
Printed Name: Danielle C. Koornwinder, Trustee
Address: 2241 Stanwood Drive
Santa Barbara, CA 93103

Signature: _____
Printed Name: Frank Gott, Trustee
Address: 2241 Stanwood Drive
Santa Barbara, CA 93103

FOUNDERS:

Signature: _____
Printed Name: Danielle C. Koornwinder, Individually
Address: 2241 Stanwood Drive
Santa Barbara, CA 93103

Signature: _____
Printed Name: Frank Gott, Individually
Address: 2241 Stanwood Drive
Santa Barbara, CA 93103