TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Information Systems Manager, Inc.		06/30/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	Allen Systems Group, Inc.
Street Address:	708 Goodlette Road North
City:	Naples
State/Country:	FLORIDA
Postal Code:	34102
Entity Type:	CORPORATION: ~~FLORIDA~~ DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2115679	PERFMAN
Registration Number:	3862943	PERFMAN
Registration Number:	3928419	PERFMAN 2020
Registration Number:	3496691	PERFMAN POINTVIEW

CH $115.00 2115679

CORRESPONDENCE DATA

Fax Number: 2392133505

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: jennifer.sheffield@asg.com
Correspondent Name: Jennifer T. Sheffield
Address Line 1: 708 Goodlette Road North
Address Line 4: Naples, FLORIDA 34102

NAME OF SUBMITTER:	Jennifer T. Sheffield
SIGNATURE:	/Jennifer T. Sheffield/
DATE SIGNED:	02/19/2015

Total Attachments: 50
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AGREEMENT AND PLAN OF MERGER

by and among

Allen Systems Group, Inc.,

ASG M&A (PA), Inc.,

The Information Systems Manager, Inc.

and

James M. VanArtsdalen,
as the Shareholder Representative

Dated as of June 30, 2011

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Exhibit B - Form of Affidavit of Loss and Indemnity Agreement
Exhibit C - Company's Standard Software License Forms

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of June 30, 2011, is entered into by and among Allen Systems Group, Inc., a Delaware corporation ("Purchaser"), ASG M&A (PA), Inc., a Pennsylvania corporation and wholly-owned subsidiary of Purchaser ("Merger Subsidiary"), The Information Systems Manager, Inc., a corporation duly organized and existing under the laws of Pennsylvania (the "Company"), and James M. VanArtsdalen as Shareholder Representative.

WHEREAS, the respective boards of directors of the Company and Merger Subsidiary deem it advisable and in the best interests of the Company, Merger Subsidiary and their respective stockholders that Merger Subsidiary merge with and into the Company (the "Merger") pursuant to this Agreement and the applicable provisions of the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Purchaser, Merger Subsidiary and the Company desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, Purchaser, Merger Subsidiary and the Company agree as follows:

ARTICLE I

DEFINED TERMS

1.1 Defined Terms. The following terms, not defined elsewhere in this Agreement, shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person; "control" means the ownership, directly or indirectly, of voting securities representing the right generally to elect a majority of the directors (or similar officials) of a Person.

"Agreement" has the meaning specified in the preamble hereto.

"Ancillary Documents" shall have the meaning specified in Section 3.1(b).

"Articles of incorporation" shall mean, when used with respect to the Company, the articles of incorporation, including any amendments, restatements or supplements thereto in effect on the date of this Agreement.

"Articles of Merger" means the articles of merger in form and substance satisfactory to the Company and Purchaser complying with the provisions of Section 1926 of the PABCL.

"Base Merger Consideration" shall mean an aggregate amount of $3,953,204 plus the amount of Cash of the Company as of the close of business on the date that is immediately prior to the Closing Date.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks are authorized to be closed in New York City.

"Bundled Product" shall have the meaning specified in Schedule 2.4.

"Cash" means cash, short-term investments, marketable securities and other cash equivalents.

"Certificates" shall have the meaning specified in Section 2.6(a).

"Change in Control" shall have the meaning specified in Schedule 2.4.

"Claim Notice" shall have the meaning specified in Section 6.5(a).

"Claim Response" shall have the meaning specified in Section 6.5(a).

"Closing" shall have the meaning specified in Section 2.9.

"Closing Date" shall have the meaning specified in Section 2.9.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Common Stock" means the Company's common stock, no par value per share.

"Company" shall have the meaning specified in the preamble hereto.

"Company Disclosure Schedules" shall have the meaning specified in the first paragraph of ARTICLE III.

"Company Party" and "Company Parties" shall have the meanings specified in Section 4.7.

"Company Plan" and "Company Plans" shall have the meanings specified in Section 3.14(a).

"Company Products" shall have the meaning specified in Section 3.10(e).

"Company Shares" shall mean the shares of the Company's capital stock.

"Contingent Payments" shall have the meaning specified in Section 2.4(b).

"Contract" shall mean any note, bond, mortgage, indenture, deed of trust, lease, rental agreement, insurance policy, sales order, license, agreement, permit, purchase order, commitment and any other contract or binding arrangement, and all amendments, modifications

or supplements thereof, and all addenda, work orders or other similar documents attached thereto.

"Conversion Product" shall have the meaning specified in Schedule 2.4.

"Customer License Agreements" shall have the meaning specified in Section 3.24(b).

"Deferred Merger Consideration" shall mean an aggregate amount of $3,953,204.

"Derivative Product" shall have the meaning specified in Schedule 2.4.

"Dissenting Shares" shall have the meaning specified in Section 2.5(a).

"Effective Time" means the later of the time at which the Articles of Merger are filed with the Department of State of the Commonwealth of Pennsylvania and the effective time specified in the Articles of Merger.

"Encumbrances" shall mean, to the extent applicable, all liens (including liens for Taxes), mortgages, security interests, leases, licenses, assignments, options, charges, rights of first refusal or first offer, easements or other similar encumbrances, but not including Permitted Encumbrances.

"Environmental Requirements" shall mean all federal, state, local, and foreign statutes, regulations, and ordinances concerning pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any Hazardous Materials, substances or wastes, in each case as amended and now in effect.

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

"Financial Statements" shall have the meaning specified in Section 3.6(a).

"Foreign Official" shall mean: (i) any elected or appointed official of a Foreign Government (e.g., a member of a ministry of health), (ii) any employee or person acting for or on behalf of a Foreign Government official, Foreign Government agency, or enterprise performing a function of a Foreign Government, (iii) any non−U.S. political party officer, employee or person acting for or on behalf of a non−U.S. political party, or candidate for non−U.S. political office, (iv) any employee or person acting for or on behalf of a public international organization, and (v) any person otherwise categorized as an official of a Foreign Government under local Law. For purposes of this definition, "Foreign Government" includes all levels and subdivisions of non−U.S. governments (i.e., local, regional, or national and administrative, legislative, or executive). Without limiting the generality of the foregoing and for the avoidance of doubt, for purposes of this Agreement, all Foreign Government employees and employees of enterprises owned or controlled by Foreign Governments (e.g., doctors employed in hospitals owned or controlled by Foreign Governments, researchers employed by universities owned or controlled

by Foreign Governments, and Foreign Government ministers, civil servants, and regulators) are considered Foreign Officials.

"GAAP" shall mean generally accepted accounting principles in effect in the United States from time to time.

"Governmental Entity" shall mean any foreign, domestic, multinational, federal, territorial, state or local governmental authority, quasi-governmental authority, regulatory body, court, tribunal, commission, board, bureau, agency or instrumentality, or any regulatory, administrative or other department, agency or any political or other subdivision, department or branch of any of the foregoing, or any arbitral or similar forum.

"Governmental Order" shall mean, as to any Person, any Order entered, issued, made or rendered by any Governmental Entity, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, and any award in any arbitration proceeding.

"Hazardous Material" shall mean any substance, material or waste which is regulated by or forms the basis of liability under any Environmental Requirements, including (a) any material or substance which is defined as a "solid waste," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "contaminant," "hazardous constituent," "special waste," "toxic substance" or other similar term or phrase under any Environmental Requirements, (b) polychlorinated biphenyls (PCB's) or (c) any radioactive substance.

"Indebtedness" shall mean, with respect to the Company, (i) all indebtedness for borrowed money, (ii) any other indebtedness owed by the Company under any credit agreement or facility, or evidenced by any note, bond, debenture or other debt security or instrument made or issued by the Company or otherwise, (iii) all letters of credit, performance bonds or bankers acceptances, (iv) all indebtedness for the deferred purchase price of property or services with respect to which the Company is liable, contingently or otherwise, as obligor or otherwise (but shall not include any purchase order commitments for which the Company is liable, contingently or otherwise), (v) all indebtedness secured by a security interest, pledge or mortgage on the Company's assets, rights or properties (including Intellectual Property), (vi) all capitalized lease obligations, synthetic lease obligations and sale leaseback obligations, whether secured or unsecured, (vii) all obligations under interest rate cap, swap, collar or similar transactions or currency hedging transactions, (viii) all direct or indirect guarantees of any of the foregoing for the benefit of any Person, (ix) any unfunded amounts under any deferred compensation plans of the Company and (x) all interest, premium and prepayment penalties payable in respect of any of the foregoing.

"Indemnified Party" shall have the meaning specified in Section 6.5(a).

"Indemnifying Party" shall have the meaning specified in Section 6.5(a).

"Infringe" shall have the meaning specified in Section 3.10(b).

"Insurance Policies" shall have the meaning specified in Section 3.17.

"Intellectual Property" shall mean all worldwide intellectual property, industrial property and proprietary rights, including without limitation: (i) patents, inventions, processes, technology and know-how; (ii) trademarks, service marks, trade names, URLs, Internet domain names, slogans, logos, trade dresses and other source indicators, together with all goodwill related to the foregoing; (iii) copyrights and copyrighted works (including Software and Systems and related documentation); (iv) trade secrets and confidential, proprietary or non-public information or content; and (v) all registrations, applications, renewals, continuations, continuations-in-part, divisions, reissues, reexaminations, foreign counterparts, and equivalents related thereto.

"Intellectual Property Office Action" shall mean any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any other similar office, court or tribunal in any other country.

"IRS" shall have the meaning specified in Section 3.14(b).

"Knowledge" shall mean, with respect to the Company, the actual knowledge, of James M. VanArtsdalen, Pete Weilnau or Peggy Harp.

"Law" shall mean any foreign, domestic, multinational, federal, territorial, state and local laws, statutes, regulations, treaties, rules, codes, or ordinances enacted, adopted, issued or promulgated by any Governmental Entity or common law.

"Leased Real Property" shall have the meaning specified in Section 3.8.

"Leases" shall have the meaning specified in Section 3.8.

"Liability" or "Liabilities" shall mean any liability or liabilities (whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Litigation" shall mean any action, claim, suit, proceeding, litigation, mediation, arbitration, charge, Intellectual Property Office Action, or similar proceeding, hearing or any known investigation.

"Losses" shall mean any and all claims, Liabilities, damages, losses, awards, settlements, judgments, charges, expenses and costs (including reasonable attorneys' fees).

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the Company to timely perform its obligations under this Agreement or the Ancillary Documents or (b) the consolidated results of operations, the business, assets, rights or properties (including Intellectual Property), condition (financial or otherwise) or liabilities (contingent or otherwise) of the Company, taken as a whole, other than, in the case of clause (b), any change, occurrence, development, fact, condition, effect or circumstance resulting from (i) events affecting the United States or global economy or capital or financial markets generally, (ii) changes in Law or GAAP or any interpretation thereof, (iii) any act of God or natural disaster, or (iv) war, conflicts, any acts of terrorism or change in geopolitical condition, except, in the cases of clauses (i), (ii), (iii) and (iv), to the extent the Company is materially and disproportionately

affected by such effect as compared to other businesses engaged in the business in which the Company operates.

"Material Contract" shall have the meaning specified in Section 3.12(a).

"Material Customer" shall have the meaning specified in Section 3.24(a).

"Material Vendor" shall have the meaning specified in Section 3.24(a).

"Merger" has the meaning specified in the recitals.

"Merger Consideration" means an amount equal to the sum of the Base Merger Consideration, the Deferred Merger Consideration and the Contingent Payments, if any.

"Merger Consideration Schedule" means Schedule 1 attached hereto, which sets forth the following: (i) the amount of Base Merger Consideration plus Deferred Merger Consideration to be received by each Shareholder of the Company, and (ii) each Shareholder's Pro Rata Share.

"Merger Subsidiary" has the meaning specified in the preamble.

"Notice Period" shall have the meaning specified in Section 6.5(a).

"OFAC" shall have the meaning specified in Section 3.23(b).

"Order" shall have the meaning specified in Section 3.11.

"Other Real Property Agreements" shall have the meaning specified in Section 3.8.

"Other Real Property Interests" shall mean all easements, rights of access, appurtenances and other interests in real property that are held for use or used in connection with the business of the Company and in which the Company has, or acquired prior to Closing in compliance with this Agreement, any right, title or interest (excluding interests in Leased Real Property).

"PABCL" means the Pennsylvania Business Corporation Law.

"Party" shall mean any of Purchaser, the Merger Subsidiary, the Company and the Shareholder Representative.

"Per Share Base Merger Consideration" means for each share of Common Stock, the Base Merger Consideration payable for such share as set forth on the Merger Consideration Schedule.

"Per Share Deferred Merger Consideration" means for each share of Common Stock, the Deferred Merger Consideration payable for such share as set forth on the Merger Consideration Schedule.

"Permit" and "Permits" shall have the meanings specified in Section 3.18.

"Permitted Encumbrances" shall mean, to the extent applicable, Encumbrances which (a) are statutory liens for Taxes or other assessments or charges by Governmental Entities that are not yet due and payable and for which adequate reserves have been established in accordance with GAAP, or (b) are mechanics', carriers', materialmen's, landlords', workers' or other similar liens incurred in the ordinary course of business that are for sums not yet due and payable, in each case that do not, individually or in the aggregate, materially detract from the value of the assets, rights or properties (including Intellectual Property) to which they attach.

"Person" shall mean any natural person, corporation, limited liability company, trust, unincorporated association, partnership, joint venture or other entity.

"Post-Closing Period" means any taxable period or portion thereof beginning after the Closing Date. If a taxable period begins on or prior to the Closing Date and ends after the Closing Date, then the portion of the taxable period that begins on the day following the Closing Date shall constitute a Post-Closing Period.

"Pre-Closing Period" means any taxable period or portion thereof that is not a Post-Closing Period.

"Pro Rata Share" means, for each Shareholder, a fraction, the numerator of which is equal to the Base Merger Consideration plus the Deferred Merger Consideration payable to such Shareholder, and the denominator of which is equal to the aggregate of the Base Merger Consideration plus the Deferred Merger Consideration payable to all Shareholders.

"Prohibited Action" shall have the meaning specified in Section 6.7(c).

"Purchaser" shall have the meaning specified in the preamble hereto.

"Purchaser Basket" shall have the meaning specified in Section 6.4(a).

"Purchaser Covered Losses" shall have the meaning specified in Section 6.4(a).

"Purchaser Disclosure Schedules" shall have the meaning specified in the first paragraph of ARTICLE IV.

"Purchaser Indemnified Parties" shall have the meaning specified in Section 6.2.

"Real Property Agreements" shall have the meaning specified in Section 3.8.

"Requisite Company Board Approval" shall have the meaning specified in Section 3.26(a).

"Residential Equipment" shall have the meaning specified in Section 3.9.

"Shares" shall mean all of the issued and outstanding shares of capital stock of the Company.

"Shareholder Basket" shall have the meaning specified in Section 6.4(b).

"Shareholder Indemnified Parties" is defined in Section 6.3.

"Shareholder Party Documents" is defined in Section 2.6(a).

"Shareholder Representative" is defined in Section 8.1(a).

"Shareholders" shall mean each Person holding the Shares of the Company immediately prior to the Closing.

"Software" shall mean all computer programs, software (including object and source code), firmware, middleware, applications, API's, web widgets, code and related algorithms, models and methodologies, files, documentation and all other tangible embodiments thereof.

"Surviving Corporation" means the Company, as the surviving corporation in the Merger.

"Systems" means servers, hardware, systems, websites, databases, circuits, networks and other computer and telecommunications assets and equipment.

"Tax" or "Taxes" shall mean all United States federal, state, local or foreign taxes, charges, fees, levies or other assessments, including, without limitation, income, gross receipts, excise, real and personal property, profits, estimated, severance, occupation, production, capital gains, capital stock, goods and services, environmental, employment, withholding, stamp, value added, alternative or add-on minimum, license, payroll and franchise taxes or any other tax, custom, duty or governmental fee, or other like assessment or charge of any kind whatsoever, imposed by any Governmental Entity, and such term shall include any interest, penalties, fines, related liabilities or additions to tax attributable to such taxes, charges, fees, levies or other assessments.

"Tax Return" shall mean any return, declaration, report, estimate or other information required to be supplied to any Governmental Entity in connection with Taxes (including any schedules or attachments thereto), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

"Third Party Claim" shall have the meaning specified in Section 6.5(a).

"Transfer Taxes" shall means sales, use, transfer, real property transfer, recording, documentary, stock transfer, stamp, registration and stock transfer taxes and fees. For the avoidance of doubt, Transfer Taxes do not include any capital gains Taxes.

"Voting Debt" shall have the meaning specified in Section 3.3(c).

ARTICLE II

THE MERGER; CLOSING

2.1 The Merger. Upon and subject to the terms and conditions of this Agreement, and in accordance with the relevant provisions of the PABCL, Merger Subsidiary shall be merged with and into the Company at the Effective Time. At the Closing, the Company and Merger Subsidiary shall cause the Articles of Merger to be executed, acknowledged and filed with the Department of State of the Commonwealth of Pennsylvania, and make all other filings or recordings required by the PABCL in connection with the Merger. From and after the Effective Time, the separate corporate existence of Merger Subsidiary shall cease and the Company shall continue as the Surviving Corporation. The Merger shall have the effects set forth in Section 1929 of the PABCL.

2.2 Articles of Incorporation and By-laws; Directors and Officers.

(a) The articles of incorporation of the Surviving Corporation immediately following the Effective Time shall be the articles of incorporation of the Company immediately prior to the Effective Time, except that the articles of incorporation of the Company shall be amended in their entirety to read in the form of the articles of incorporation of the Merger Subsidiary, except that the name of the Surviving Corporation shall be "The Information Systems Manager, Inc." and, as amended, shall be the articles of incorporation of the Surviving Corporation following the Merger until, thereafter amended and restated in accordance with applicable Law.

(b) The parties hereto shall take all actions necessary so that the by-laws of the Merger Subsidiary in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable Law, except that references to the Merger Subsidiary's name shall be replaced with references to "The Information Systems Manager, Inc.".

(c) The directors of Merger Subsidiary immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, and the officers of Merger Subsidiary immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case to hold office in accordance with the organizational documents of the Surviving Corporation.

2.3 Conversion of Shares.

(a) Each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares), shall, by virtue of the Merger and without any action on the part of Purchaser, the Company or the holder thereof, be converted into the right to receive (i) a cash payment equal to the Per Share Base Merger Consideration for a share of Common Stock, (ii) a cash payment equal to the Per Share Deferred Merger Consideration and (iii) the Pro Rata Share of any Contingent Payments, in each case in accordance with Section 2.4.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of any Party or the holder of any of the following securities, (i) each of the Company

Shares held in the Company's treasury immediately prior to the Effective Time shall be cancelled and retired without payment of any consideration thereto, (ii) all Company Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate representing any such share of Common Stock shall cease to have any rights with respect thereto, except the right to receive such holder's share of the Merger Consideration pursuant to this Section 2.3 upon the surrender of such certificate in accordance with this Agreement, and (iii) each share of common stock, $0.01 par value per share, of Merger Subsidiary issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter evidence one share of common stock, $0.01 par value per share, of the Surviving Corporation.

(c) Prior to the Effective Time, the board of directors of the Company (or the appropriate committee thereof) shall, and such board of directors (or the appropriate committee thereof) shall cause the Company to, use its commercially reasonable efforts to take all actions reasonably required to effectuate the provisions of this Section 2.3.

2.4 Merger Consideration.

(a) Base Merger Consideration. The Base Merger Consideration shall be payable, at the Closing, to the Shareholder Representative, and Purchaser shall deliver to the Shareholder Representative in cash the aggregate amount of the Base Merger Consideration, consisting of all amounts set forth opposite each Shareholder's name on the Merger Consideration Schedule, which shall be equal to the product obtained by multiplying (x) the number of shares of Common Stock held by such Shareholder as of the Effective Time, by (y) the Per Share Base Merger Consideration with respect to a share of Common Stock.

(b) Deferred Merger Consideration. The Deferred Merger Consideration shall be payable, on July 1, 2011, to the Shareholder Representative, and Purchaser shall deliver to the Shareholder Representative in cash the aggregate amount of the Deferred Merger Consideration, consisting of all amounts set forth opposite each Shareholder's name on the Merger Consideration Schedule, which shall be equal to the product obtained by multiplying (x) the number of shares of Common Stock held by such Shareholder as of the Effective Time, by (y) the Per Share Deferred Merger Consideration with respect to a share of Common Stock. If Purchaser fails to deliver the Deferred Merger Consideration in accordance with this Agreement, the Parties agree that (i) the Merger shall be rescinded and deemed void ab initio, (ii) this Agreement shall be mutually terminated, and (iii) the Parties shall be restored to their positions as of immediately prior to the Closing.

(c) Contingent Payments. Following the Closing, and pursuant to the terms set forth on Schedule 2.4 attached hereto, Purchaser shall pay to the Shareholder Representative, on behalf of each Shareholder entitled to receive such Merger Consideration, the contingent payments set forth on Schedule 2.4 (the "Contingent Payments"). Within five (5) Business Days of the Shareholder Representative's receipt of any such Contingent Payment amounts, such amounts shall be paid to each Shareholder or its designee (by wire transfer using the wire information on file with the Shareholder Representative) in a percentage equal to each Shareholder's Pro Rata Share.

2.5 Dissenting Shares.

(a) Notwithstanding anything in this Agreement to the contrary, any Company Shares that are issued and outstanding as of the Effective Time and that are held by a Shareholder who has not voted in favor of the Merger or consented thereto in writing and who has properly exercised such holder's dissenters rights under Section 1930 of the PABCL (the "Dissenting Shares"), shall not be converted into the right to receive the respective portion of the Merger Consideration determined pursuant to this Agreement, unless and until such holder shall have failed to perfect, or shall have effectively withdrawn or lost, such holder's right to dissent from the Merger under the PABCL and to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to and subject to the requirements of the PABCL. If, after the Effective Time, any such holder shall have failed to perfect or shall have effectively withdrawn or lost such right, each of such holder's Company Shares shall thereupon be deemed to have been converted into and to have become, as of the Effective Time, the right to receive, without interest or dividends thereon and net of withholding Taxes, the respective portion of the Merger Consideration determined pursuant to this Agreement.

(b) The Company shall give Purchaser (i) prompt notice of any written demands for dissenters rights on any Company Shares, withdrawals of such demands, and any other instruments that relate to such demands received by the Company and (ii) the opportunity to direct all negotiations and proceedings with respect to demands for dissenters rights under the PABCL. The Company shall not, except with the prior written consent of Purchaser, make any payment with respect to any demands for dissenters rights of Company Shares or offer to settle or settle any such demands.

2.6 Exchange of Shares.

(a) At or as soon as practicable after the Effective Time, each Shareholder that is a record holder as of the Effective Time of an outstanding certificate or certificates that immediately prior to the Effective Time represented Company Shares (the "Certificates") shall deliver to the Purchaser the Certificates representing the Company Shares pursuant to the terms and instructions contained in a letter of transmittal, in the form attached hereto as Exhibit A, sent to each Shareholder (the "Shareholder Party Documents").

(b) Within two (2) Business Days of a Shareholder's surrender to the Purchaser of such Shareholder's applicable Shareholder Party Documents, or on the Closing Date in the event such surrender is on or before such date, the Purchaser shall notify the Shareholder Representative of such surrender and the consideration, if any, to be paid in respect thereof pursuant to the terms of Section 2.4 shall be distributed to such Shareholder or its designee (by wire transfer, if requested). All surrendered Certificates shall be cancelled upon their delivery.

(c) Except as otherwise provided in this Agreement, no interest will be paid or accrued on the amounts payable upon the surrender of the Shareholder Party Documents. Until the appropriate Shareholder Party Documents are surrendered in accordance with the provisions of this Section 2.6, each Certificate shall represent for all purposes, only the right to receive the applicable Merger Consideration, if any, pursuant to the terms of this Agreement.

(d) If payment of cash in respect of applicable Shareholder Party Documents is to be made to a Person other than the Person in whose name a surrendered Certificate is registered, it shall be a condition to such payment that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the Person requesting such payment shall have paid any transfer and other Taxes required by reason of such payment in a name other than that of the registered holder of the Certificate surrendered or shall have established to the reasonable satisfaction of Purchaser or the exchange agent, if any, that such Tax either has been paid or is not payable.

(e) In the event any Certificates shall have been lost, stolen or destroyed, the Shareholder Representative shall make such payment in accordance with Section 2.3 in exchange for such lost, stolen or destroyed Certificates upon the holder thereof delivering to the Shareholder Representative a duly executed affidavit of loss and indemnity agreement, in the form attached hereto as Exhibit B.

(f) Subject to Section 2.6(d), in the event that the Shareholder Representative receives any Shareholder Party Documents from a Person that is not a holder of Company Shares, it shall be entitled to disregard such Shareholder Party Documents.

2.7 No Further Rights. From and after the Effective Time, no Company Shares shall be deemed to be outstanding, and holders of Certificates formerly representing Company Shares shall cease to have any rights with respect thereto, except as provided herein or by Law.

2.8 Closing of Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed and no transfer of Company Shares shall thereafter be made. If, after the Effective Time, certificates formerly representing Company Shares are presented to Purchaser or the Surviving Corporation, they shall be cancelled and exchanged for the Merger Consideration in accordance with Sections 2.3 through 2.6, subject to applicable Law in the case of Dissenting Shares.

2.9 Closing. Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated by this Agreement and the Ancillary Documents (the "Closing") shall take place at the offices of Purchaser located at 1333 Third Avenue South, Naples, Florida, USA, on the date hereof (the "Closing Date"), unless another time, date or place or method of Closing is agreed to in writing by the Parties. The transactions at Closing, when effective, will be deemed to be effective as of the opening of business on the Closing Date, except as otherwise specifically provided at the time of Closing. All actions to be taken at Closing will be considered to be taken simultaneously and no documents will be considered to be delivered until all documents to be delivered at the Closing have been executed and delivered.

2.10 Closing Deliverables; Payment of Expenses.

(a) The Company Deliveries at Closing. At the Closing, the Company will deliver or cause to be delivered to Purchaser:

(i) a certificate of good standing of the Company issued by the Secretary of State of the Commonwealth of Pennsylvania, dated as of a date within five (5) Business Days of the Closing Date; and

(ii) executed resignations, effective as of the Closing Date, of each director and officer of the Company.

(b) Purchaser Deliveries at Closing. At the Closing, Purchaser will deliver or cause to be delivered to the Company, unless otherwise specified below:

(i) the Base Merger Consideration to the Shareholder Representative, which shall be paid by wire transfer of immediately available funds to the bank account set forth on Schedule 2.11(b); and

(ii) a certificate of good standing of the Merger Subsidiary issued by the Secretary of State of Delaware, dated as of a date within five (5) Business Days of the Closing Date.

(c) Other Deliveries at Closing. Each party will execute and deliver, at the Closing, all other documents necessary to effectuate the transactions contemplated by, and the terms of, this Agreement.

(d) Payment of Expenses. The Company shall deliver or cause to be delivered, by wire transfer of immediately available funds to the bank accounts provided to the Company at least three (3) Business Days prior to the Closing, the transaction expense payments to the third parties entitled to receive such payments in connection with the Merger pursuant to a summary invoice provided by each such third party (which shall come out of the Company's deemed Cash as of the date immediately prior to the Closing).

ARTICLE III

REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

The Company represents and warrants to Purchaser as follows, except as set forth on the Company Disclosure Schedules delivered by the Company to Purchaser prior to the execution of this Agreement (the "Company Disclosure Schedules"). The Company Disclosure Schedules have been arranged for purposes of convenience only, in sections corresponding to the Sections of this ARTICLE III. Each section of the Company Disclosure Schedules shall be deemed to incorporate by reference all information disclosed in any other section of the Company Disclosure Schedules to the extent that it is reasonably apparent that such disclosure is applicable to another section of the Company Disclosure Schedules.

3.1 Organization and Qualification of the Company; Authorization.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. The Company has full power and authority to use its corporate name and to own, lease or otherwise hold its assets, rights or properties (including Intellectual Property) that are necessary to carry on its business as presently conducted. The Company is duly qualified, registered, licensed and in good standing to do business in each jurisdiction in which the nature of its business or the ownership, leasing or holding of its properties makes such qualification, registration or license necessary, except, in each case, where the failure to be so qualified, registered, licensed or in good standing would not,

individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has made available to Purchaser true and complete copies of the Company's certificate of incorporation and bylaws, as amended and restated to date and such certificate of incorporation and bylaws are in full force and effect.

(b) The Company has all requisite corporate power and authority to execute and deliver this Agreement or other instrument (if any) executed or to be executed in connection with this Agreement (the "Ancillary Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, and the execution, delivery and performance by the Company of this Agreement and of each Ancillary Document (if any) to which it is a party has been duly and validly authorized and approved by the board of directors of the Company, and no other corporate proceeding on the part of the Company is necessary to authorize this Agreement. This Agreement has been duly executed and validly delivered by the Company and constitutes, and such other Ancillary Documents when duly executed and validly delivered by the Company will constitute, legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights, general equitable principles and an implied covenant of good faith and fair dealing.

3.2 Subsidiaries and Affiliates. The Company does not own, directly or indirectly, any capital stock or other equity securities of any Person or have any direct or indirect equity interest in any business and is not a member or a participant in any partnership, joint venture or similar Person.

3.3 Capital Stock of the Company.

(a) The authorized capital stock of the Company consists of 3,000,000 shares of Common Stock.

(b) As of the date hereof, there are 2,015,000 shares of Common Stock outstanding. As of the date hereof, the outstanding Shares are held by the Shareholders set forth on Schedule 3.3(b). All outstanding Shares are free and clear of all Encumbrances, preemptive rights, and of any other material limitation or restriction, and are validly issued, fully paid and nonassessable, and there are no outstanding options, rights or agreements of any kind relating to the issuance, sale or transfer, or voting of, any capital stock of the Company to any Person except the Shareholders set forth on Schedule 3.3(b).

(c) There is no indebtedness having general voting rights (or convertible into securities having such rights) ("Voting Debt") of the Company issued and outstanding.

(d) There are not any outstanding options, rights, "phantom" stock rights, warrants, agreements, convertible or exchangeable securities or other commitments (other than this Agreement) (i) pursuant to which the Company is or could be obligated to issue, sell, purchase, return or redeem any shares of capital stock of the Company, and there are no equity securities of the Company reserved for issuance for any purpose or (ii) that give any person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders

of shares of capital stock of the Company. There are no equity securities of the Company reserved for issuance for any purpose. There are no plans or programs the Company maintains under which stock options, restricted shares, restricted share units, stock appreciation rights, performance shares or other compensatory equity-based awards have been granted and remain outstanding. There are no stockholders' agreements or voting trusts, proxies or other agreements or understandings to which the Company is a party or by which the Company is bound with respect to the voting, transfer or other disposition of its shares of capital stock or otherwise related to any equity interest or voting securities of the Company.

3.4 No Violations. Except as set forth on Schedule 3.4, the execution, delivery and performance of this Agreement by the Company and the Ancillary Documents do not, and the consummation of the transactions contemplated hereby or thereby will not, result in (a) a violation of or conflict with any provision of the certificate of incorporation of the Company or bylaws or other similar governing documents of the Company, (b) a violation of any judgment, Governmental Order or Law, to which the Company is subject, (c) a breach of, or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under any provision of any Material Contract (including those set forth or required to be set forth in the Schedules) to which the Company is a party or by which any of its assets, rights or properties (including Intellectual Property) are bound, in the case of any of the foregoing in any material respect or (d) the creation of any Encumbrance upon any of the material assets, rights or properties (including Intellectual Property) of the Company.

3.5 Consents and Approvals. Except for the filing of the Articles of Merger, no approval, authorization, consent or other Order or action of or filing, notification, declaration or registration with, any Governmental Entity is necessary for the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby.

3.6 Financial Statements; No Undisclosed Liabilities.

(a) Schedule 3.6(a) sets forth the following financial statements (collectively, the "Financial Statements") of the Company: (i) audited balance sheets of the Company as of December 31, 2009 and 2008, the unaudited reviewed balance sheet of the Company as of December 31, 2010, and the unaudited balance sheet of the Company as of March 31, 2011, and (ii) audited statements of income and retained earnings and statements of cash flows of the Company for the years ending December 31, 2009 and 2008, the unaudited reviewed statements of income and retained earnings and statements of cash flows of the Company as of December 31, 2010, and the unaudited statements of income and retained earnings and statement of cash flows of the Company for the calendar quarter ended March 31, 2011. The Financial Statements have been prepared in accordance with the books and records of the Company in all material respects and in accordance with GAAP consistently applied during the periods involved, and all Financial Statements fairly present in all material respects the consolidated financial position of the Company, and the consolidated results of operations and cash flows of the Company as of the indicated dates and for the indicated periods. The Company has no off-balance sheet transactions, arrangements or obligations (including any such contingent obligations).

(b) Except to the extent reflected or reserved against in the Financial Statements and except for obligations and Liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2010, the Company has no material obligations (including any obligations to provide professional services, development deliverables or similar products or services to any Person) or material liabilities of a type required to be disclosed by GAAP.

(c) The Company has total assets (excluding goodwill and intangible assets) in excess of total liabilities (excluding deferred revenue), as determined in accordance with GAAP which is consistent with the method in which the Company prepared the Financial Statements.

(d) Except as set forth on Schedule 3.6(d), the Company has no Indebtedness.

3.7 Absence of Certain Changes and Actions.

(a) Since December 31, 2010, the Company has operated in all material respects in the ordinary course of business consistent with past practices. Since December 31, 2010, there has not been, individually or in the aggregate, a Material Adverse Effect on the Company.

(b) Since December 31, 2010, the Company has not made any material change to its accounting principles, except as may be appropriate to conform to changes in statutory or regulatory accounting rules or GAAP or regulatory requirements with respect thereto.

(c) Except in the Company's ordinary course of business, since December 31, 2010, there has not been:

(i) any damage, destruction, or loss (whether covered by insurance) which has, or may reasonably be expected to have, a Material Adverse Effect;

(ii) any declaration, setting aside, or payment of any dividend or other distribution in respect to the Shares of the Company;

(iii) any material increase in the compensation payable or to become payable by the Company to any of its officers, directors, employees, consultants, or agents;

(iv) any issuance of Shares of the Company, or any grant of any bonds to purchase, issuance of bonds convertible or exchangeable for, or other rights to acquire, Shares of the Company;

(v) any material amendment or termination by the Company of any Material Contract;

(vi) any Indebtedness incurred by the Company, any commitment to borrow money or any guarantee by the Company of any third party obligation;

(vii) any increases to the authorized capital of the Company; or

(viii) any amendment to the articles of incorporation or any other organizational document of the Company.

3.8 Real Property. The Company does not own any real property or interests in real property. Schedule 3.8 contains a list of all real property and interests in real property leased by the Company (the "Leased Real Property") and lists the terms of such leases, any extension or expansion options and the rent payable thereunder. The Company has made available to Purchaser true and complete copies of the lease agreements (collectively, the "Leases") covering the Leased Real Property identified on Schedule 3.8, and all agreements pursuant to which the Company holds any right, title or interest in and to the Other Real Property Interests (the "Other Real Property Agreements", together with the Leases, the "Real Property Agreements"). The Company has valid and enforceable leasehold interests in all of the Leased Real Property. The Company has valid and enforceable rights to use all material Other Real Property Interests. All of the Real Property Agreements are valid and binding in accordance with their respective terms, and there is not under any such Real Property Agreements any material default by the Company or, to the Knowledge of the Company, any other party thereto, or any event which with notice or lapse of time or both would constitute such a default, and, in the case of leased premises, the Company quietly enjoys the use of the premises provided for in such lease. The Leased Real Property and the Other Real Property Interests constitute all of the material real property used by the Company in the operation of its business as presently conducted.

3.9 Personal Property.

(a) The Company has good and valid title to the machinery, equipment and other tangible personal property reflected in the most recent Financial Statements as being owned by it, free and clear of all Encumbrances, other than Permitted Encumbrances, and the Company is the lessee of all the leasehold estates pertaining to the machinery, equipment and other tangible personal property purported to be granted by the capitalized leases reflected in the most recent Financial Statements, if any, and all material operating equipment of the Company is in normal operating condition, subject to ordinary wear and tear.

(b) Prior to the date hereof, certain Company machinery, equipment and other personal property (collectively, the "Residential Equipment") has been situated within the residential office of Mr. James M. VanArtsdalen, and identified on Schedule 3.9, along with all corresponding serial and model numbers relating thereto, to the extent available.

Notwithstanding anything to the contrary contained in this Agreement, the Company shall assign all rights, title and interest to the Residential Equipment to Mr. James M. VanArtsdalen pursuant to a Transfer and Assignment Agreement by and between the Company, as assignor, and Mr. James M. VanArtsdalen, as assignee, which shall be fully executed at, and in connection with, the Closing, and the Company hereby represents and warrants the following to Purchaser:

(i) Prior to the Closing, all Residential Equipment shall be removed from any asset or liability list within the Financial Statements or any other Company asset or liability list, and such revised list shall be delivered to Purchaser upon its request;

(ii) Neither Purchaser, Merger Subsidiary nor the Surviving Corporation shall be legally, financially or otherwise obligated, liable or responsible to any extent for any license or agreement relating to the Residential Equipment after the Closing has occurred; and

(iii) Prior to the Closing, any agreements relating to the Residential Equipment, including, without limitation, any cell phone service agreements, WLAN agreements or other service or maintenance agreements, shall be terminated, and the Company shall pay any cancellation, termination or other penalty fees arising from such termination.

3.10 Intellectual Property.

(a) Schedule 3.10(a) sets forth all Intellectual Property registrations and pending applications owned or exclusively licensed by the Company that are currently used by the Company. All of the items in Schedule 3.10(a) that are not designated as exclusively licensed are owned exclusively by the Company, free and clear of all Encumbrances, other than Permitted Encumbrances, and all of the items in Schedule 3.10(a) are subsisting and unexpired, with no actions due within ninety (90) days after Closing, and to the Knowledge of the Company, are valid and enforceable.

(b) The Company owns or has the valid right to use all the Intellectual Property used in the conduct of its business as currently conducted. All Persons who have created, invented or improved any material proprietary Intellectual Property (or any portion thereof) and have provided services to the Company have assigned all of their rights and interests therein to the Company in writing. To the knowledge of the Company, the conduct of the Company's business as currently conducted and its use of Intellectual Property does not infringe, misappropriate, violate or impair ("Infringe") any Intellectual Property of any Person, and, to the Knowledge of the Company, no Intellectual Property owned or exclusively licensed by the Company is being Infringed by any Person. For three years prior to the date hereof, the Company has not received written notice of any pending or threatened claim or allegation (including "cease and desist" letters or invitations to take a patent license) with respect to Intellectual Property. Notwithstanding any other provision contained in this Agreement to the contrary, the preceding two sentences constitute the sole representations and warranties of the Company related to any Infringement matters related to its Intellectual Property.

(c) The Company takes commercially reasonable actions to maintain and protect (i) its material Intellectual Property, including any that is confidential in nature, and (ii) the confidentiality, integrity and security of their Software and Systems and all information and transactions stored or contained therein or transmitted thereby against any unauthorized or improper use, access, transmittal, interruption, modification or corruption, and to the Knowledge of the Company there have been no breaches of same since January 1, 2009. Except as set forth on Schedule 3.10(c), no Person has or has had access to or possession of any material source code of the Company, except for independent contractors and employees as required in the course of their employment duties or services to the Company and subject to obligations of confidentiality.

(d) The Company has preserved sufficient written documentation to enable highly trained and experienced programmers employed by other Persons to maintain, support and modify their material proprietary Software in all material respects. No material Software owned or used by the Company incorporates or is derived from any Software subject to an "open source" or similar license that requires the licensing or distribution of its source code to others.

(e) The Company is the owner or licensee of, and to, the source code and the Intellectual Property of all its software products described in the software product list which is attached hereto as incorporated herein as Schedule 3.10(e) (the "Company Products").

3.11 Litigation. There is no Litigation, action, suit, proceeding, arbitration, mediation or investigation pending or, to the Knowledge of the Company, pending and not served or threatened against the Company or any of their respective assets, rights or properties (including Intellectual Property), at law or at equity in any court or before any Governmental Entity. There is no pending or expected judgment, settlement agreement, stipulation, award, order, injunction, decree, writ or restriction (an "Order") imposed upon or binding the Company or any of its assets, rights or properties (including Intellectual Property). The Company does not intend to initiate any Litigation against any person, and to the Company's Knowledge does not have any reasonable basis to do so. The Company is not a party or subject to or in material default under any Order of any Governmental Entity.

3.12 Contracts.

(a) Schedule 3.12(a) sets forth a complete list as of the date hereof of each of the following Contracts to which the Company is a party or bound to the extent such Contract was active since January 1, 2010 (each agreement required to be set forth on Schedule 3.12(a), a "Material Contract"):

(i) any Contract concerning the license or disposition of Intellectual Property, including all (A) open source, copyleft, shareware or similar licenses or (B) agreements that give any person a current or contingent right to use, possess or access any source code, but excluding off-the-shelf, commercially available, non-exclusive software licenses with annual fees less than $25,000;

(ii) any Contract concerning a partnership or joint venture with any Person, or sharing profits or losses, costs or liabilities;

(iii) any leases from or to any Person of any real or personal property that provides for payments to or performance by the Company in an amount equal to or in excess of $25,000 per annum;

(iv) any Contract to acquire equipment or commitment to make capital expenditures by the Company in excess of $25,000;

(v) any Contract that is a loan or credit agreement, indenture, note or other instrument relating to or evidencing Indebtedness for borrowed money (including any guarantee thereto);

(vi) any Contract relating to interest rate swaps or hedging agreements, sale and leaseback transactions or other similar financing transactions;

(vii) any Contract under which the Company has an obligation to make an investment in or loan to any Person;

(viii) any employment or consulting agreement with any current or former officer, director, employee, agent or independent contractor that provides for annual compensation payments in excess of $75,000;

(ix) any Contract limiting the freedom of the Company or any of its respective Affiliates (including Purchaser or any of its Affiliates from and after the Closing) to engage in any line of business or to compete with any other Person in any geographic area or during any period of time and/or any Contract that provides for exclusivity provisions restricting the Company or any of its respective Affiliates or "most favored nation" provisions for the benefit of any other Person or otherwise materially restricts the Company or any of its respective Affiliates from carrying on such Person's business as now conducted;

(x) any Contract that provides for payment obligations of the Company (whether contingent or otherwise) in respect of earn-outs, deferred purchase price arrangements or similar arrangements that have arisen in connection with investments in or acquisitions of any Person or the assets, rights or properties (including Intellectual Property) of any Person;

(xi) any Contract containing any "change of control" or similar provision applicable to the Company;

(xii) any Contract governing how any shares of capital stock of the Company shall be voted;

(xiii) any Contract relating to advertising or marketing and agreements (excluding purchase orders) with any sales agents or dealers, distributors and/or manufacturer's representatives with a value in excess of $25,000 on an annual basis;

(xiv) any Contract or group of related Contracts with the same party for the furnishing or receipt of services or, Systems or Software which involve a sum in excess of $25,000 on an annual basis or over the term of the Contract;

(xv) any Contract pursuant to which the Company has disclosed or is obligated to disclose the source code of any Software to any third party;

(xvi) any Contract settlement agreements of any nature;

(xvii) any Contract which is a stock purchase agreement, asset purchase agreement or other acquisition or divestiture agreement entered into by the Company currently in effect on the date hereof;

(xviii) any Contract that provides for the indemnification of any Person by the Company, except for Customer License Agreements and other customer and vendor agreements entered into in the ordinary course of business consistent with past practice;

(xix) any Contract between the Company and any Governmental Entity, including any amendments and binding correspondence incorporated therein; and

(xx) any Contract not otherwise required to be disclosed by the foregoing subsections of this Section 3.12, requiring payments after the date hereof to or by the Company of more than $25,000 over the life of the Contract unless terminable by the Company on less than 30 days' notice without payment or penalty.

(b) True and complete copies of all Material Contracts have been made available to Purchaser prior to the date hereof. Each Material Contract is in full force and effect and constitutes the valid, legal, and binding obligation of the Company, and will continue to bind or inure to the benefit of the Company after the Closing Date, and, to the Knowledge of the Company, of the counterparties thereto and is enforceable in accordance with its terms, except in each case where enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights and (ii) general rules of equity. Neither the Company nor, to the Knowledge of the Company, any other party to any Material Contract is or is alleged to be in breach or default of any terms or conditions of any Material Contract. No counterparty to any Material Contract has canceled, terminated, accelerated or modified or, to Knowledge of the Company, has threatened to cancel, terminate, accelerate or modify any such Material Contract. Except in the ordinary course of business, there are no renegotiations of, attempts or requests to renegotiate or outstanding rights to renegotiate any Material Contract with any Person.

3.13 Certain Employees; Labor.

(a) The Company has previously provided to the Purchaser a schedule that sets forth the name, title and current annual salary or compensation rate of each director, officer, employee or consultant of the Company, together with a summary of the bonuses, if any, paid or payable to such person for 2010 or 2011. Except as set forth on Schedule 3.13, the Company is not subject to any obligation (absolute or contingent) to make any severance, change in control or similar payment to any current or former directors, officers, employees or consultants of the Company as a result of the consummation of the transactions contemplated by this Agreement and the Ancillary Documents (whether or not in conjunction with any other event), other than such payments set forth on Schedule 3.13.

(b) The Company is not party to, or bound by, any collective bargaining agreement, contract or other arrangement or understanding with a labor union or a labor organization. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there are no (i) current strikes, work stoppages, work slowdowns, lockouts or other material labor disputes pending or, to the Knowledge of the Company, threatened against the Company and no such disputes have occurred within the past three (3) years, or (ii) unfair labor practice charges or complaints pending as of the date of this

Agreement or, to the Knowledge of the Company, threatened as of the date of this Agreement by or on behalf of any employee or group of employees of the Company or any of its Subsidiaries. As of the date of this Agreement, to the Knowledge of the Company, no union organizing or decertification activities are underway with respect to the Company or any of its Subsidiaries and no such activities have occurred within the past five (5) years. Within the past three (3) years, the Company has not implemented any employee layoffs implicating the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar foreign, state or local Law.

3.14 Employee Benefit Plans.

(a) Except as set forth on Schedule 3.14(a), the Company does not maintain or contribute to or have any obligation to maintain or contribute to, any material plan, program, arrangement or agreement that is a pension, profit-sharing, deferred compensation, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change-in-control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance or fringe benefit plan, program, arrangement or agreement, whether written or oral, including, without limitation, any (i) "employee benefit plan" within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plans, agreements, programs, policies, arrangements or payroll practices, whether or not subject to ERISA (including any funding mechanism therefor now in effect) under which any current or former employee, manager, director or individual consultant of the Company has any present or future right to benefits (individually, a "Company Plan," and collectively the "Company Plans"). The Company has no current obligations to make severance payments, and the Company is not making any severance payments to any former employee.

(b) Except to the extent that any breach of the representations set forth in this sentence would not result in material liability to the Company: (i) each Company Plan is in compliance with applicable law and has been administered and operated in all respects in accordance with its terms; (ii) each Company Plan which is intended to be "qualified" within the meaning of Section 401(a) of the Code, has received a favorable determination letter from the Internal Revenue Service ("IRS") or is comprised of a master or prototype plan that has received a favorable opinion letter from the IRS, and, to the knowledge of the Company, no event has occurred and no condition exists which could reasonably be expected to result in the revocation of any such determination letter or opinion letter; (iii) no Company Plan is covered by Title IV of ERISA or subject to Section 412 of the Code or Section 302 of ERISA; (iv) the Company does not have any material liability to any "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) subject to Section 412 of the Code or Section 302 or Title IV of ERISA that is maintained or contributed to by any employer that would be considered a single employer with the Company under Sections 414(b) or (c) of the Code; (v) neither the Company nor, to the Knowledge of the Company, any other "disqualified person" or "party in interest" (as defined in Section 4975(e)(2) of the Code and Section 3(14) of ERISA, respectively) has engaged in any transactions in connection with any Company Plan that could reasonably be expected to result in the imposition of a penalty pursuant to Section 502 of ERISA, damages pursuant to Section 409 of ERISA or a tax pursuant to Section 4975 of the Code; (vi) no Company Plan provides for

post-employment or retiree welfare benefits, except as required by applicable Laws or for death benefits or retirement benefits under any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA); (vii) no liability, claim, action or litigation, has been made, commenced or, to the Knowledge of the Company, threatened in writing with respect to any Company Plan (other than routine claims for benefits payable in the ordinary course, and appeals of denied such claims); and (viii) the Company has not filed an application under the IRS Employee Plans Compliance Resolution System with respect to any Company Plan.

(c) Each Company Plan has been established and administered in all material respects in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code and all other applicable Laws.

(d) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due, or increase the amount of any compensation due, to any current or former employee, manager, director or individual consultant of the Company; (ii) increase any benefits otherwise payable under any Company Plan; (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits; (iv) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in Section 280G(b)(1) of the Code; (v) limit or restrict the right of the Company to merge, amend or terminate any of the Company Plans; or (vi) cause the Company or the Company Subsidiaries to record additional compensation expense on its consolidated income statement with respect to any outstanding stock option or other equity-based award.

(e) The Company has no direct or indirect material Liability, whether absolute or contingent, with respect to any misclassification of any person as an independent contractor rather than as an employee, or with respect to any employee leased from another employer.

(f) The Company has made available or delivered to Purchaser with respect to each Company Plan, a true, correct and complete copy (or, to the extent no such copy exists, an accurate description) thereof, including all amendments, and, to the extent applicable: (i) any related trust agreement or other funding instrument; (ii) the most recent IRS determination letter; (iii) the most recent summary plan description, summary of material modifications and any other material written communication by the Company to its employees concerning the extent of the benefits provided under a Company Plan; (iv) the most recent (A) Form 5500 and attached schedules, and (B) audited financial statements; and (v) for the last three years, all material correspondence with the IRS, the United States Department of Labor and any other Governmental Entity regarding the operation or the administration of any Company Plan.

3.15 Taxes

(a) All material Tax Returns required to be filed by or with respect to the Company have been timely filed, and all such Tax Returns are complete and correct in all material respects. The Company has paid in full all Taxes shown on such Tax Returns, and, with respect to material Taxes not yet due and payable, have made adequate provision for such Taxes on the most recent Financial Statements.

(b) There are no Tax liens upon any of the assets, rights or properties (including Intellectual Property) of the Company, other than Permitted Encumbrances.

(c) No examination or audit of any Tax Return relating to any material Taxes of the Company or with respect to any Taxes due from or with respect to the Company by any Governmental Entity is currently in progress or, to the Knowledge of the Company, threatened or contemplated. No assessment of material Taxes has been proposed in writing against the Company or any of their assets, rights or properties (including Intellectual Property) and the Company knows of no grounds for any such assessment. There are no outstanding agreements, waivers or arrangements extending the statutory period of limitation applicable to any claim for, or the period for the collection or assessment of, Taxes due from or with respect to the Company for any taxable period.

(d) The Company has duly and timely withheld and paid over to the appropriate Governmental Entities all material Taxes required to be so withheld and paid over for all periods under all applicable laws and regulations.

(e) The Company has collected all material sales, use and value added Taxes required to be collected, and have remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Entities, or have been furnished properly completed exemption certificates and have maintained all such records and supporting documents in the manner required by all applicable sales, use and value added Tax statutes and regulations.

(f) The Company is not a party to, or bound by, or have any obligation under, any Tax allocation or sharing agreement or similar contract or arrangement or any agreement that obligates it to make any payment computed by reference to the Taxes, taxable income or taxable losses of any other Person.

(g) No written, or to the Knowledge of the Company, oral claim for material Taxes has ever been made by any Governmental Entity in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Tax in that jurisdiction.

(h) The Company has not participated in or does not have any liability or obligation with respect to any "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4 (or any similar provision of any state, local, or foreign Law).

3.16 Environmental. To the Knowledge of the Company, the Company is in material compliance with the Environmental Requirements applicable to it. To the Knowledge of the Company, no property (including soils, groundwater, surface water, buildings or other structures) currently or formerly owned or operated by the Company has been contaminated with any material amount of Hazardous Material during or prior to the Company's ownership or operation. The Company has not disposed of, or arranged to dispose of, Hazardous Materials in a manner or to a location that could reasonably be expected to result in a Material Adverse Effect and is not, to the Company's Knowledge, subject to written claims for Hazardous Material disposal or continuation on any third-party property. The Company has not received any written notice, report or other information regarding any actual or alleged violation of Environmental Requirements applicable to it, or any Liabilities or potential Liabilities (whether accrued,

absolute, contingent, unliquidated or otherwise), including any investigatory, remedial or corrective obligations, relating to the Company or any of its facilities, past or present, arising under Environmental Requirements applicable to it.

3.17 Insurance. Schedule 3.17 sets forth a complete list of all policies for any and all insurance coverage maintained by and on behalf of the Company including, but not limited to, insurance for fire, liability, workers' compensation, property, casualty and/or other forms of insurance and all performance bonds held by or applicable to the Company (collectively, the "Insurance Policies"). The Company has not received any notice of cancellation or intent to cancel any of the Insurance Policies. The Company has paid all premiums when due and payable with respect to each of the Insurance Policies. There are no outstanding material claims and no actual Losses under any Insurance Policy. The Company and the Company Subsidiaries have satisfied all material obligations to third parties with respect to the maintenance of insurance under Material Contracts.

3.18 Compliance with Laws; Permits. The Company is, and since December 31, 2008 has been, in compliance, in all material respects, with all applicable Laws and Governmental Orders applicable to its business or operations, which compliance includes the possession by the Company of, and compliance with, in all material respects, authorizations, licenses, permits, exemptions, certificates and approvals of any Governmental Entity (each a "Permit" and collectively, "Permits") necessary for the conduct of their business as presently conducted. The Company has not received, since December 31, 2008, a written notice or other written communication alleging a material violation by the Company of any applicable Law or Governmental Order.

3.19 Transactions with Affiliates. Except as disclosed on Schedule 3.19, there are no agreements, Contracts, plans, arrangements or other transactions between the Company, on the one hand, and any (a) officer or director of the Company, (b) Shareholder, (c) Affiliate or family member of any such officer, director or Shareholder or (d) any other Affiliate of the Company, on the other hand. None of the Shareholders nor any other respective Affiliate (other than the Company) of any Shareholder(i) owns or has any interest in any property (real or personal, tangible or intangible), Intellectual Property Right or Contract used in or pertaining to the business of, the Company, or (ii) has any claim or cause of action against the Company.

3.20 Books and Records. The books of account, minute books, stock record books, and other records of the Company, all of which have been made available to Purchaser, are maintained in all material respects in accordance with customary business practice and all applicable Laws.

3.21 Bank Accounts. Schedule 3.21 lists all banks or other financial institutions with which the Company has an account or maintain a safe deposit box or other custodial arrangement, showing the type and account number of each such account, safe deposit box and other custodial arrangement and the names of the individual employees, officers, or directors authorized as signatories thereon or to act or deal or have access in connection therewith.

3.22 Brokers' Fees; Payments to Others. The Company has not engaged, or caused to be incurred any Liability to any investment banker, finder, broker, or sales agent or any other

Person in connection with the origin, negotiation, execution, delivery, or performance of this Agreement or the transactions contemplated hereby for which the Company or Purchaser could be liable.

3.23 Foreign Corrupt Practices and International Trade Practices.

(a) To the Company's Knowledge, neither the Company nor any of its directors, officers, employees, agents, or representatives has (i) directly or indirectly offered or paid anything of value to a Foreign Official for the purpose of obtaining or retaining business or securing an improper advantage, (ii) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or for the business of the Company or (iii) made any unlawful payments.

(b) To the Company's Knowledge, neither the Company nor any of its directors, officers, employees, agents, or representatives has directly or indirectly taken any action in violation of any export restrictions, anti−boycott regulations, embargo regulations or other similar U.S. or foreign Laws. To the Company's Knowledge, none of the Company's directors, officers, employees, agents or representatives is a "specially designated national" or blocked Person under U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"). The Company has not, to the Company's Knowledge, engaged in any business with any person or in any country that it is prohibited for a U.S. Person to engage in any business with or in under U.S. sanctions administered by OFAC.

3.24 Vendors and Customers.

(a) Schedule 3.24 lists the fifty largest customers of the Company by dollar revenue for the fiscal year ended December 31, 2010, and year to date through April 30, 2011 (each a "Material Customer"), and all vendors of the Company (including vendors for customer reimbursable items) to which the Company paid at least $25,000 in the last fiscal year or expects to pay such amount in the current fiscal year (but not less than the top twenty vendors) (each a "Material Vendor"). Except as disclosed in Schedule 3.24, during the last twelve (12) months, the Company has not received any notices of termination from any of the vendors or customers listed on Schedule 3.24, whether as a result of the Merger or otherwise, and to the Knowledge of the Company, no such vendor or customer has a current intention to terminate. There are no material credits owed to any customers for failure to perform the service level required under the Company's agreements with such customers, and, to the Knowledge of the Company, no events have occurred or facts exist which could reasonably be expected to require the Company to provide any such credits.

(b) The Company routinely licenses its computer software to its licensee customers pursuant to written license agreements ("Customer License Agreements") substantially in the forms of Company's standard software license agreement attached hereto as Exhibit C.

3.25 Non-Compete. The Company is not subject to any agreement, covenant or understanding that restricts the Company from entering into or conducting any line of business in any location at any time.

3.26 Board Approval; Shareholder Vote.

(a) The board of directors of the Company, by resolutions duly adopted by unanimous vote of the entire board of directors at a meeting duly called and held or by unanimous written consent in lieu thereof (the "Requisite Company Board Approval") has (i) determined that this Agreement, the Merger and the other transactions contemplated hereby are fair to and in the best interests of the Company and the Shareholders and declared the Merger to be advisable, (ii) approved this Agreement, the Merger and the other transactions contemplated hereby, and (iii) recommended that the stockholders of the Company adopt this Agreement and directed that such matter be submitted for consideration by the Shareholders.

(b) At least a majority of the Shareholders have voted (by written consent in lieu of a meeting) to approve and adopt this Agreement and the transactions contemplated hereby (including the Merger) and such vote is the only vote of the holders of any class or series of the Company capital stock necessary to approve and adopt this Agreement and the transactions contemplated hereby (including the Merger).

3.27 Takeover Statutes. No "fair price," "moratorium," "control share acquisition" or other similar anti-takeover statute or regulation enacted under the PABCL or other federal or provincial laws applicable to the Company is applicable to the Merger (each, a "Takeover Statute"), including any takeover provision in the Company's articles of incorporation or bylaws. The Company has taken all necessary actions so that any Takeover Statute is not, and will not be, applicable to this Agreement, the Merger and the other transactions contemplated by this Agreement, and this Agreement, the Merger and the other transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER AND MERGER SUBSIDIARY

Purchaser and Merger Subsidiary hereby jointly and severally represent and warrant to the Company as follows, except as set forth on the Purchaser Disclosure Schedules delivered by Purchaser and Merger Subsidiary to the Company prior to the execution of this Agreement (the "Purchaser Disclosure Schedules"). The Purchaser Disclosure Schedules have been arranged for purposes of convenience only, in sections corresponding to the Sections of this ARTICLE IV. Each section of the Purchaser Disclosure Schedules shall be deemed to incorporate by reference all information disclosed in any other section of the Purchaser Disclosure Schedules to the extent that it is reasonably apparent that such disclosure is applicable to another section of the Purchaser Disclosure Schedules:

4.1 Organization of Purchaser; Authorization. Each of Purchaser and Merger Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware in the case of Purchaser and the laws of the Commonwealth of Pennsylvania in the case of Merger Subsidiary. Each of Purchaser and Merger Subsidiary has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Documents, to perform its obligations hereunder and thereunder and to consummate the

transactions contemplated hereby and thereby, and the execution, delivery and performance by each of Purchaser and Merger Subsidiary of this Agreement and of each Ancillary Document (if any) to which it is a party has been duly authorized by all necessary corporate action on the part of Purchaser and Merger Subsidiary. This Agreement has been duly executed and validly delivered by Purchaser and Merger Subsidiary and constitutes, and such other Ancillary Documents when duly executed and validly delivered by Purchaser and Merger Subsidiary will constitute, legal, valid and binding obligations of Purchaser and Merger Subsidiary enforceable against Purchaser and Merger Subsidiary in accordance with their terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights, general equitable principles and an implied covenant of good faith and fair dealing.

4.2 Non-Contravention. The execution and the delivery of this Agreement and the Ancillary Documents to which Purchaser and Merger Subsidiary are parties do not, and the consummation of the transactions contemplated hereby or thereby will not, conflict with or result in (a) a violation of or conflict with any provision of the certificate of incorporation or by-laws of Purchaser or Merger Subsidiary or (b) a violation of any Governmental Order applicable to Purchaser or Merger Subsidiary.

4.3 Consents and Approvals. No approval, authorization, consent or other Order or action of or filing, notification, declaration or registration with, any Governmental Entity is necessary for the execution, delivery and performance of this Agreement by Purchaser and Merger Subsidiary as contemplated hereby and the consummation of the other transactions contemplated by this Agreement and the Ancillary Documents.

4.4 Availability of Funds. Purchaser has, and will have prior to the Effective Time, sufficient cash or other sources of immediately available funds to enable it to pay the Merger Consideration in accordance with Section 2.3, consummate the Merger and fulfill its other obligations contemplated hereby.

4.5 Brokers. Neither Purchaser nor Merger Subsidiary has engaged, or caused to be incurred any Liability or obligation to any investment banker, finder, broker, or sales agent or any other Person in connection with the origin, negotiation, execution, delivery, or performance of this Agreement or the transactions contemplated hereby for which the Company of the Shareholders could be liable.

4.6 Operations of Merger Subsidiary. Merger Subsidiary has been formed solely for the purpose of engaging in the transactions contemplated hereby and prior to the Effective Time will have engaged in no other business activities and will have incurred no Liabilities or obligations other than as contemplated herein. The authorized share capital of Merger Subsidiary consists of 1,000 shares, par value $0.01 per share, all of which are validly issued and outstanding. All of the issued and outstanding share capital of Merger Subsidiary is, and at the Effective Time will be, owned by Purchaser.

4.7 Acknowledgement by Purchaser and Merger Subsidiary. Neither Purchaser nor Merger Subsidiary has been induced by or has relied upon any representations, warranties or statements, whether express or implied, made by the Company, the Shareholders or their

respective Affiliates, officers, directors, employees, agents or representatives (individually, a "Company Party" and, collectively, the "Company Parties" that are not expressly set forth in ARTICLE III, whether or not any such representations, warranties or statements were made in writing or orally. No Company Party has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Company except as expressly set forth in ARTICLE III. Each of Purchaser and Merger Subsidiary acknowledged that it has conducted, to its satisfaction, its own independent investigation of the Company and, in making the determination to proceed with the transactions contemplated hereby, has relied only on the results of its own independent investigation and the representations and warranties contained in ARTICLE III. Each of Purchaser and Merger Subsidiary acknowledges that none of the Company Parties makes, will make or has made any representation or warranty, express or implied, as to the prospects of the Company or its profitability for Purchaser or Merger Subsidiary, or with respect to any forecasts, projections or business plans made available to Purchaser or its Affiliates, officers, directors, employees, agents or representatives in connection with their review of the Company.

ARTICLE V

FURTHER COVENANTS AND AGREEMENTS

5.1 Public Disclosure. The Company and the Purchaser shall jointly issue a press release regarding this Agreement and the transactions contemplated hereby, which press release shall be mutually satisfactory to Purchaser and the Shareholder Representative. The Purchaser shall not, nor shall any of its Affiliates, without the approval of the Shareholder Representative, and the Shareholder Representative and the Shareholders shall not, nor shall any of their Affiliates, without the approval of the Purchaser, issue any press releases or otherwise make any public statements with respect to the transactions contemplated by this Agreement, except for the foregoing press release and except as may be required (i) by applicable Law, (ii) by obligations pursuant to any listing agreement with any national securities exchange or stock market, or (iii) to enforce the terms of this Agreement, and in the case of (i) and (ii) the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

5.2 Further Assurances. In case at any time after the Closing any further action is necessary or reasonably desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party reasonably may request. The Company and Purchaser acknowledge and agree that from and after the Closing, the Company will continue in possession of all documents, books, records, agreements, and financial data of any sort relating to the Company.

5.3 Employees.

(a) Following the Closing Date, (i) Purchaser shall use reasonable efforts to ensure that no waiting periods, exclusions or limitations with respect to pre-existing conditions, evidence of insurability or good health or actively-at-work exclusions are applicable to any employees of the Company or their dependents or beneficiaries under any welfare benefit

plans in which such employees may be eligible to participate; and (ii) Purchaser shall use reasonable efforts to provide or cause to be provided that any costs or expenses incurred by employees of the Company (and its dependents or beneficiaries) up to (and including) the Closing Date shall be taken into account for purposes of satisfying applicable deducible, co-payment, coinsurance, maximum out-of-pocket provisions and like adjustments or limitations on coverage under any such welfare benefit plans. Purchaser shall be solely responsible for compliance with the requirements of Section 4980B of the Code and part 6 of subtitle B of Title I of ERISA ("COBRA"), including, without limitation, the provisions of continuation coverage with respect to all employees of the Company, and their spouses and dependents, for whom a qualifying event occurs on or after the Closing Date. (For these purposes, the terms "continuation coverage' and "qualifying event" shall have the meanings ascribed to them in COBRA.) Without limitation of the foregoing, neither Purchaser nor any of its Affiliates shall terminate, or take any action to terminate, any Company Plan until such time as all employees of the Company who remain employees of the Company following the Closing or become employees of the Purchaser at the Closing are transitioned onto the Purchaser's welfare benefit plans as provided for above.

(b) With respect to each employee benefit plan, policy or practice, including, without limitation, severance, vacation and paid time off plans, policies or practices, sponsored or maintained by Purchaser or its Affiliates, Purchaser shall grant, or cause to be granted to, all employees of the Company from and after the Closing Date credit for all service with the Company and its predecessors, prior to the Closing Date for purposes of eligibility to participate, vesting credit, eligibility to commence benefits, and severance.

5.4 D&O Insurance.

(a) From and after the Closing, Purchaser and the Surviving Corporation, jointly and severally, shall (to the fullest extent permitted under applicable Law) pay, discharge and perform all of the Surviving Corporation's obligations with respect to all rights to indemnification and exculpation from liabilities, including advancement of expenses, for acts or omissions occurring at or prior to the Closing now existing in favor of the current or former directors or officers of the Company as provided in the organizational documents of the Company or any indemnification agreement between such directors or officers and the Company (in each case, as in effect on the date hereof), without further action, as of the Closing and such obligations shall survive the Closing and shall continue in full force and effect in accordance with their terms.

(b) Purchaser or the Surviving Corporation shall purchase a six year "run-off" or "tail" directors' and officers' liability insurance policy to the current policy in effect in respect of acts or omissions occurring at or prior to the Closing, covering each person currently covered by the Company's directors' and officers' liability insurance policy, on terms with respect to such coverage and amounts no less favorable to such directors and officers than those of such policy in effect on the date hereof; provided, however, that Purchaser or the Surviving Corporation may (i) substitute therefor policies of Purchaser or the Surviving Corporation containing terms with respect to coverage (including as coverage relates to deductibles and exclusions) and amounts no less favorable to such directors and officers or (ii) request that the Company obtain such extended reporting period coverage under its existing insurance programs

(to be effective as of the Closing); provided, further, that in satisfying its obligation under this Section 5.4(b), neither the Company, Purchaser nor the Surviving Corporation shall be obligated to pay more than $40,000 in the aggregate to obtain such coverage. It is understood and agreed that in the event such coverage cannot be obtained for such amount or less in the aggregate, the Company, Purchaser and the Surviving Corporation shall only be obligated to provide such coverage as may be obtained for such aggregate amount.

(c) In connection with the purchase of the insurance policy referenced in Section 5.4(b), the Company has executed a broker of record letter with Beecher Carlson on behalf of the Purchaser.

(d) The provisions of this Section 5.3 are (i) intended to be for the benefit of, and will be enforceable by, each of the current or former directors and officers of the Company, his or her heirs and his or her representatives, and (ii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by Contract or otherwise.

ARTICLE VI

SURVIVAL AND INDEMNIFICATION

6.1 Survival. The representations and warranties in this Agreement shall survive the Closing for a period of eighteen (18) months from the Closing Date, except that (a) the representations and warranties set forth in Sections 3.14, 3.15 and 3.16 shall survive until the date that is sixty (60) days following the expiration of the applicable statute of limitations and (b) any representation or warranty that is based upon fraud shall survive until one (1) year following the discovery of such fraud or misrepresentation. All covenants and agreements that by their terms apply or are to be performed in whole or in part after the Closing will survive for the period provided in such covenants and agreements, if any, or until fully performed. Notwithstanding the foregoing, any representation, warranty or covenant (and the indemnification obligations of the Parties hereto with respect thereto) that would otherwise terminate in accordance with this Section 6.1 will continue to survive if notice for indemnification shall have been given in accordance with this ARTICLE VI on or prior to such termination date, until such claim for indemnification has been satisfied or otherwise resolved as provided herein.

6.2 Indemnification by the Shareholders. Subject to the limitations set forth in this ARTICLE VI, each Shareholder hereby agrees, following the Closing, severally and not jointly, to indemnify, defend and hold Purchaser and Purchaser's Affiliates (including the Company), and each of their respective directors, officers, employees, stockholders, partners and members and successors and assigns (collectively, the "Purchaser Indemnified Parties"), harmless from and against any and all Losses incurred or suffered by any Purchaser Indemnified Parties, arising out of or relating to or resulting from:

(a) any breach of any representation or warranty of the Company contained in this Agreement or any Ancillary Document;

(b) any breach of any covenant or other agreement of the Company or the Shareholders contained in this Agreement;

(c) Indebtedness outstanding as of Closing to the extent not set forth on Schedule 3.6(d); and

(d) Enforcement of this Section 6.2.

6.3 Indemnification by Purchaser. Purchaser hereby agrees, following the Closing, to indemnify, defend and hold the Shareholders, and each of their respective directors, officers, employees, stockholders, partners and members and successors and assigns (collectively, the "Shareholder Indemnified Parties"), harmless from and against any and all Losses incurred or suffered by any Shareholder Indemnified Parties, arising out of or relating to or resulting from:

(a) any breach of any representation or warranty of Purchaser or Merger Subsidiary contained in this Agreement or any Ancillary Document; and

(b) any breach of any covenant or other agreement of Purchaser or Merger Subsidiary contained in this Agreement.

6.4 Limitations on Indemnity.

(a) Except in the case of fraud and the representations and warranties set forth in Sections 3.14, 3.15 and 3.16, the Shareholders shall not be liable to the Purchaser Indemnified Parties for any matters contained in Section 6.2 unless and until (i) the amount of Losses incurred by the Purchaser Indemnified Parties arising from any single event or series of related events exceeds $50,000 (the "Purchaser Covered Losses") and (ii) the aggregate amount of all Purchaser Covered Losses therefrom exceeds an amount equal to $150,000 (the "Purchaser Basket"), and then only for the amount by which the Losses therefrom exceed the Purchaser Basket. Except in the case of fraud, in no event shall the Shareholders' aggregate liability to the Purchaser Indemnified Parties for Losses with respect to the matters contained in Section 6.2 (other than with respect to the representations and warranties set forth in Sections 3.14, 3.15 and 3.16) exceed an amount equal to twenty-five percent (25%) of the Merger Consideration; provided, however, that in no event shall the Shareholders' liability under this ARTICLE VI exceed the Merger Consideration.

(b) Except in the case of fraud, Purchaser shall not be liable to the Shareholder Indemnified Parties for any matters contained in Section 6.3 unless and until (i) the amount of Losses incurred by the Shareholder Indemnified Parties arising from any single event or series of related events exceeds $50,000 (the "Shareholder Covered Losses") and (ii) the aggregate amount of all Shareholder Covered Losses therefrom exceeds an amount equal to $150,000 (the "Shareholder Basket"), and then only for the amount by which the Losses therefrom exceed the Shareholder Basket. Except in the case of fraud, in no event shall the Purchaser's aggregate liability to the Shareholder Indemnified Parties for Losses with respect to the matters contained in Section 6.3 exceed the Merger Consideration.

(c) The Shareholders shall not be obligated to indemnify any Purchaser Indemnified Party with respect to any indirect, special, incidental, consequential or punitive Losses or damages.

(d) Purchaser acknowledges that (i) in no event shall a Shareholder's aggregate liability for Losses hereunder exceed such Shareholder's respective Pro Rata Share of Merger Consideration received, subject to the limitations set forth in this ARTICLE VI; and (ii) each Shareholder's liability for each Loss finally determined and payable hereunder shall not exceed such Shareholder's respective Pro Rata Share of such Loss, subject to the limitations set forth in this ARTICLE VI. Each of the Shareholders, by virtue of the adoption of this Agreement by the Shareholders of the Company (regardless of whether or not any particular shareholder of the Company has actually voted his, her or its Shares in favor of the adoption of this Agreement) and by virtue of the acceptance of the applicable portions of the Merger Consideration by the Shareholders, hereby agrees to the obligations and provisions contained in this ARTICLE VI.

6.5 Procedure for Third Party Claims.

(a) In the event that any written claim or demand for which a Party hereto (the "Indemnifying Party") may have liability to any other Party hereto (the "Indemnified Party") is hereunder asserted against or sought to be collected from any Indemnified Party by a third party (a "Third Party Claim"), such Indemnified Party shall promptly, but in no event more than thirty (30) days following such Indemnified Party's receipt of a Third Party Claim, notify the Indemnifying Party in writing of such Third Party Claim and the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Third Party Claim) (a "Claim Notice"); provided, that no delay on the part of the Indemnified Party in giving any such notice of a Third Party Claim shall relieve the Indemnifying Party of any indemnification obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such delay. The Indemnifying Party shall be entitled to contest and defend such Third Party Claim. Notice of the intention to contest and defend (the "Claim Response") shall be given by the Indemnifying Party to the Indemnified Party within thirty (30) days after receipt of the Indemnified Party's Claim Notice (but, in all events, at least five (5) Business Days prior to the date that an answer to such Third Party Claim is due to be filed, provided that prompt notice has been given by the Indemnified Party) (the "Notice Period").

(b) If the Indemnifying Party fails to give a Claim Response within the Notice Period, such Indemnifying Party shall be deemed not to dispute the claim described in the related Claim Notice. If the Indemnifying Party elects not to dispute all or any portion of a claim described in a Claim Notice, whether by failing to give a timely Claim Response or otherwise, then the undisputed amount of such claim shall be conclusively deemed to be an obligation of such Indemnifying Party. If the Indemnifying Party provides notice within the Notice Period, the Indemnified Party and the Indemnifying Party shall then negotiate resolution of any claims that the Indemnifying Party did not deem to have conceded in its Claim Response for a period of thirty (30) days after such Claim Response is provided. If the Indemnifying Party and the Indemnified Party are unable to resolve any such disputed claim(s) within such time period, the Indemnified Party may thereafter pursue any legal remedies available to the Indemnified Party

against the Indemnifying Party with respect to the unresolved claim(s) in accordance with this ARTICLE VI.

(c) In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against a Third Party Claim, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings and shall have the sole power to direct and control such defense at its expense; provided that, prior to assuming such control it acknowledges in writing that it is obligated to indemnify the Indemnified Party for all Losses resulting from such Third Party Claim. Once the Indemnifying Party has duly assumed the defense of a Third Party Claim, the Indemnified Party shall have the right, but not the obligation, to participate in any such defense and to employ separate counsel of its choosing at its sole cost and expense. Notwithstanding the foregoing, an Indemnified Party shall have the right to employ separate counsel at the Indemnifying Party's expense if the named parties to any such proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by outside counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable expenses of such counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment in respect of any Third Party Claim if any Indemnified Party is a party to the applicable claim or has been actually threatened to be made a party thereto unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liability arising out of such claim and provides solely for monetary relief to be satisfied by the Indemnifying Party.

(d) If the Indemnifying Party elects not to defend the Indemnified Party against a Third Party Claim, the Indemnified Party shall have the right, but not the obligation, to assume its own defense and prosecute, appeal, negotiate, resolve, settle, compromise, arbitrate or otherwise pursue such Third Party Claim, in whole or in part, at its sole cost and expense (or, if the matter in question is one for which the Indemnified Party is entitled to indemnification pursuant to this ARTICLE VI at the cost and expense of the Indemnifying Party); provided that (i) the Indemnifying Party shall have the right to participate in the defense of such Third Party Claim at its sole cost and expense, but the Indemnified Party shall control such defense, and (ii) the Indemnifying Party shall not be obligated to indemnify the Indemnified Party hereunder for any settlement entered into or any judgment that was consented to without the Indemnifying Party's prior written consent; provided that, the Indemnifying Party shall not unreasonably withhold such consent; it being understood that the Indemnified Party's right to indemnification for a Third Party Claim shall not be adversely affected by assuming the defense of such Third Party Claim.

(e) The Indemnified Party and the Indemnifying Party shall use reasonable best efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a

Third Party Claim to be made so as to preserve any applicable attorney-client or work-product privileges.

6.6 Procedure for Non-Third Party Claims. The Indemnified Party will notify the Indemnifying Party in writing promptly of its discovery of any matter that does not involve a Third Party Claim, such notice to contain the information set forth in the following sentence. The notice shall (i) state that the Indemnified Party has paid or properly accrued Losses or anticipates that it will incur liability for Losses for which such Indemnified Party is entitled to indemnification pursuant to this Agreement, and (ii) specify in reasonable detail each individual item of Loss included in the amount so stated, the date such item was paid or properly accrued, the basis for any anticipated liability and the nature of the breach of warranty, breach of covenant or claim to which each such item is related and the computation of the amount to which such Indemnified Party claims to be entitled hereunder. In the event that the Indemnifying Party does not notify the Indemnified Party that it disputes such claim within thirty (30) days from receipt of such notice, the Indemnified Party shall send a second notice to the Indemnifying Party. If the Indemnifying Party does not acknowledge in writing its obligation to indemnify the Indemnified Party with respect to such Losses within fifteen (15) days after its receipt of the second notice, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to it under this Agreement. The Indemnified Party will reasonably cooperate and assist the Indemnifying Party in determining the validity of any claim for indemnity by the Indemnified Party and in otherwise resolving such matters. Such assistance and cooperation will include providing reasonable access to and copies of information, records and documents relating to such matters, furnishing employees to assist in the investigation, defense and resolution of such matters and providing legal and business assistance with respect to such matters.

6.7 Payments; Additional Agreements Regarding Indemnity.

(a) The Indemnified Party shall use its commercially reasonable efforts to pursue and collect on any recovery available under any insurance policies and to maintain insurance policy coverage at least as comparable in scope and protection as the Company's existing insurance policies. The amount of Losses payable under this ARTICLE VI by an Indemnifying Party shall be reduced by any and all amounts recovered by the Indemnified Party under applicable insurance policies or from any other Person alleged to be responsible therefor. If the Indemnified Party receives any amounts under applicable insurance policies or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnified Party in connection with providing such indemnification up to the amount received by the Indemnified Party, net of any expenses incurred by such Indemnified Party in collecting such amount.

(b) The amount of Losses incurred by an Indemnified Party shall be reduced by the amount of additional Taxes that would otherwise be payable for the taxable period in which the Losses are sustained but for a Tax deduction or credit resulting from such Losses.

(c) Each party agrees that, for so long as such Party has any right of indemnification under this ARTICLE VI, it will not, and agrees to use its commercially

reasonable efforts to ensure that its Affiliates do not, voluntarily or by discretionary action (including conducting any invasive sampling or testing), accelerate the timing of, or increase the cost, of any obligation of any other party under this ARTICLE VI, except to the extent that such action is taken (i) for a reasonable legitimate purpose or (ii) in response to a discovery by such Party without violation of clause (i) above, of meaningful evidence of a condition that constitutes a breach of any representation, warranty, covenant or agreement of any other Party hereunder (any such voluntary or discretionary action, other than as so excepted, a "Prohibited Action"). Notwithstanding anything to the contrary herein, an Indemnifying Party shall not be obligated to indemnify an Indemnified Party for any Loss to the extent arising from any Prohibited Action.

(d) No Losses shall be determined or increased based on any multiple of any financial measure (including earnings, sales or other benchmarks) that might have been used by Purchaser or its Affiliates or representatives in the valuation of the Company and the business and operations of the Company.

(e) Each Indemnified Party shall use its commercially reasonable efforts to mitigate the amount of Losses for which a claim for indemnification is made under this ARTICLE VI.

(f) Any Losses which are finally determined to be due and payable to any Purchaser Indemnified Party under Section 6.2 (subject to the procedures set forth in this ARTICLE VI) shall be satisfied first from the Contingent Payments then being held by Purchaser, and, to the extent the amount of Losses exceeds the Contingent Payments then being held by Purchaser, then such Losses may be satisfied from the Merger Consideration paid to the Shareholders, severally and not jointly, subject to the limitations set forth in this ARTICLE VI.

6.8 Treatment of Indemnity Payments. Unless otherwise required by applicable Law, all indemnification payments made pursuant to this Agreement shall be treated as an adjustment to the Merger Consideration for Tax purposes, and no Party shall take any position inconsistent with such characterization.

6.9 Exclusive Remedy; No Claims Against the Company. Except with respect to claims based on fraud, the Parties hereto expressly acknowledge and agree that, following the Closing, the indemnity rights set forth in this ARTICLE VI shall constitute the sole and exclusive remedies available to such party for any breach of any warranty, representation or covenant or other agreement of any other Party to this Agreement, including without limitation the Shareholders by virtue of Section 6.4(d). No Shareholder shall, after the Closing, be entitled to seek or recover by contribution or otherwise any amounts from the Company or Purchaser on account of any breach of any representation or warranty or covenant or other agreement contained in this Agreement prior to the Closing or otherwise.

ARTICLE VII

TAXES

7.1 Preparation and Filing of Tax Returns.

(a) The Shareholder Representative shall prepare or cause to be prepared and file or caused to be filed all required Tax Returns with respect to the Company for Tax periods ending before or on the Closing Date.

(b) Purchaser shall prepare and file all required Tax Returns with respect to the Company for Tax periods beginning on and ending after the Closing Date.

(c) Amended Tax Returns with respect to any Pre-Closing Period of the Company may not be filed without the prior written consent of the Shareholder Representative.

7.2 Cooperation in Filing Tax Returns. Purchaser and the Company shall, and shall each cause its Affiliates to, provide to the other party such cooperation and information, as and to the extent reasonably requested, in connection with the preparation, review and filing of any Tax Return, amended Tax Return, determining Liabilities for Taxes or a right to refund of Taxes, or in conducting any audit or other action with respect to Taxes. Such cooperation and information shall include providing copies of all relevant portions of relevant Tax Returns, together with relevant accompanying schedules and relevant work papers, relevant documents relating to rulings and other determinations by Governmental Entities relating to Taxes, and relevant records concerning the ownership and Tax basis of property, which any such party may possess. Purchaser will retain all Tax Returns, schedules, work papers, and all material records and other documents relating to Tax matters of the Company for the Tax period first ending after the Closing Date and for all prior Tax periods until the later of either (i) the expiration of the applicable statute of limitations (and, to the extent notice is provided with respect thereto, any extensions thereof) for the Tax periods to which the Tax Returns and other documents relate or (ii) eight (8) years following the due date (without extension) for such Tax Returns. Thereafter, Purchaser may dispose of them provided that Purchaser provides the Shareholder Representative with thirty (30) days prior written notice of such disposal and a reasonable opportunity to copy such Tax Returns or other documents. Purchaser shall make its employees reasonably available on a mutually convenient basis at its cost to provide explanation of any documents or information provided by Purchaser pursuant to this Section 7.2.

7.3 Apportionment of Certain Taxes.

(a) If the Company is permitted but not required under applicable state, local or foreign income Tax Laws to treat the Closing Date as the last day of a taxable period, then the parties shall take and cause their Affiliates to take, such steps as may be reasonably necessary to treat the Closing Date as the last day of a taxable period.

(b) For the purpose of applying Section 3.15(a) of this Agreement, in the case of Taxes arising in a taxable period of the Company that includes, but does not end on, the Closing Date, except as provided in Section 7.3(c), the allocation of such Taxes between the Pre-

Closing Period and the Post-Closing Period shall be made on the basis of an interim closing of the books as of the end of the Closing Date.

(c) For the purpose of applying Section 3.15(a) of this Agreement, in the case of any Taxes based on capitalization, debt or shares of stock authorized, issued or outstanding, or any real property, personal property or similar ad valorem Taxes that are payable for a taxable period that includes, but does not end on, the Closing Date, the portion of such Tax which relates to the portion of such taxable period ending on the Closing Date shall be deemed to be calculated as follows: the Purchaser shall calculate the tax based on the period January 1, 2011 through the Closing Date, which along with any requested supporting documentation will be reviewed by the Purchaser at its discretion prior to filing. This calculated tax, less estimated paid by the Company, will result in either a balance due to the Purchaser or a refund due from the Purchaser to the Shareholders.

7.4 Payment of Transfer Taxes. The Shareholders and Purchaser shall each pay fifty (50) percent of all Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement. Purchaser shall promptly file all necessary documentation and Tax Returns with respect to such Transfer Taxes and the Shareholders shall provide such cooperation in connection with the preparation and filing of such documentation and Tax Returns as may be reasonably requested by Purchaser.

7.5 No Section 338 Election. Purchaser shall not make any election under Section 338 of the Code (or any similar or corresponding election under state, local or foreign Tax Law) with respect to any transaction effected pursuant to this Agreement.

ARTICLE VIII

MISCELLANEOUS

8.1 Shareholder Representative; Advice of Counsel.

(a) Upon approval of the Merger and this Agreement by the Shareholders in accordance with the PABCL, each Shareholder will be deemed to have irrevocably appointed James M. VanArtsdalen (the "Shareholder Representative") as their agent and attorney-in-fact for purposes of this Agreement. The Shareholder Representative hereby accepts his appointment as the Shareholder Representative. Such appointment shall remain effective as to James M. VanArtsdalen or any successor appointed in accordance with this Agreement, for so long as there are any remaining rights or obligations of the Shareholder Representative under this Agreement unsatisfied or unperformed.

(b) Such appointment shall include the taking by the Shareholder Representative, for each Shareholder and for and on behalf of the Shareholders, of any and all actions and the making of any decisions required or permitted to be taken by the Shareholder Representative under this Agreement, including without limitation, the exercise of the power to do or perform the following: (i) deliver and receive notices and communications; (ii) agree to the basis for determining any and all amounts described in this Agreement, including the final Merger Consideration and the respective payments to be made with respect thereto; (iii) to

receive the Merger Consideration and disburse the same to the Shareholders; (iv) execute any amendment or waiver pursuant to this Agreement; (v) demand litigation and comply with orders and awards of courts and arbitrators with respect to claims against the Shareholders; (vi) agree to, negotiate, enter into settlements and compromises of claims against the Shareholders; (vii) cause the Merger to be consummated and any other related obligations to be fulfilled; (viii) receive and review the reports regarding any sales of the Company Products and the other products described on Schedule 2.4; and (ix) take all actions necessary or appropriate in the judgment of the Shareholder Representative for the accomplishment of the foregoing. The Shareholder Representative shall have primary authority to negotiate with respect to any claims made by the Shareholders relating to their Pro Rata Share of the Merger Consideration. Purchaser shall be entitled to deal exclusively with the Shareholder Representative on all matters relating to this Agreement and shall be entitled to rely conclusively (without further evidence of any kind whatsoever) on any document executed or purported to be executed on behalf of any of the Shareholders by the Shareholder Representative, and on any other action taken or purported to be taken on behalf of any Shareholders by the Shareholder Representative, as fully binding upon such Shareholder. Notices or communications to or from the Shareholder Representative shall constitute notice to or from each of the Shareholders.

(c) The Shareholder Representative shall not have any duties or responsibilities except those expressly set forth in this Agreement, and no implied covenants, functions, responsibilities, duties or liabilities shall be read into this Agreement or shall otherwise exist against the Shareholder Representative. By approval of the Merger, the Shareholders hereby agree (a) to reimburse the Shareholder Representative for all out-of-pocket costs and expenses incurred by the Shareholder Representative under this Agreement, including fees for any attorneys or other representatives he may employ, which reimbursement may be satisfied by the Shareholder Representative from the amounts otherwise due and payable to the Shareholders hereunder, and (b) to severally indemnify and hold harmless and defend the Shareholder Representative, his agents and assigns against all liabilities (including legal and other professional fees and expenses, and litigation costs) and actions of any kind (whether known or unknown, fixed or contingent) arising out of or in connection with (a) the Shareholder Representative's omissions to act, or actions taken, resulting from, arising out of, or incurred in connection with, or otherwise with respect to this Agreement, or (b) services taken with respect to this Agreement or reasonably believed to be in the scope of the Shareholder Representative.

(d) The Shareholder Representative may be changed by the Shareholders from time to time upon not less than sixty (60) days prior written notice to the Purchaser, the Surviving Corporation and the Shareholder Representative; provided, however, that the Shareholder Representative may not be removed unless the Shareholders in receipt of a majority of the Merger Consideration agree to such removal and to the identity of the substituted Shareholder Representative. The Shareholder Representative may resign at any time upon not less than thirty (30) days prior written notice to Purchaser, the Surviving Corporation and the Shareholders. Any vacancy in the position of Shareholder Representative may be filled by approval of the Shareholders holding a majority of the Shares as of the Closing Date.

8.2 Amendment; Waiver. Any provision of this Agreement may be amended or waived, if and only if, such amendment or waiver is in writing and signed, in the case of any amendment, by the Company, Purchaser and the Shareholder Representative, or in the case of a

waiver, by the Company, Purchaser and the Shareholder Representative or by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by personal delivery, by certified or registered mail, return receipt requested, postage prepaid, or by facsimile (upon electronic confirmation of transmission) or receipted overnight courier services on the Business Day received if received prior to 5:00 p.m. local time or on the following Business Day if received after 5:00 p.m. local time or on a non-Business Day, in each case with a copy sent via electronic mail (if an electronic mail address of the Party to whom the relevant communication is being made has been designated pursuant hereto), addressed to the respective Parties hereto as follows:

Purchaser or the Company (Following the Closing):

Allen Systems Group, Inc.
1333 Third Avenue South
Naples, Florida 34102, USA
Attn: Derek Eckelman, Executive Vice President and General Counsel
Telephone:239-435-2302
Facsimile: 239-213-3502
Email: Derek.Eckelman@asg.com

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

1333 Third Avenue South
Naples, Florida 34102, USA
Attn: Arthur L. Allen, President and Chief Executive Officer
Facsimile: (212) 455-2502
Email: art.allen@asg.com

The Company (Prior to Closing):

The Information Systems Manager, Inc.
One Bethlehem Plaza, Suite 800
Bethlehem, Pennsylvania 18018-5784
Attn: James M. VanArtsdalen
Telephone:(610) 865-0300
Email: jim@vanartsdalen.net

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

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, Pennsylvania 19103
Attn: Stephen M. Goodman, Esq.
Telephone:215-963-5086
Facsimile: 215-963-5001

Shareholder Representative:

James M. VanArtsdalen
1936 Paul Ave.
Bethlehem, PA 18018
Telephone:(610) 597-1185
Email: jim@vanartsdalen.net

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

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, Pennsylvania 19103
Attn: Stephen M. Goodman, Esq.
Telephone:215-963-5086
Facsimile: 215-963-5001

or to such other address as to any Party hereto as such Party shall designate by like notice to the other Parties hereto.

8.4 Counterparts; Facsimile Transmission. This Agreement may be executed in one or several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one (1) instrument. Signatures of a Party to this Agreement or other documents executed in connection herewith that are sent to the other Parties by facsimile transmission or electronic mail shall be binding as evidence of acceptance of the terms hereof or thereof by such signatory Party.

8.5 Costs and Expenses.

(a) Except as otherwise provided for in this Agreement, each of the parties shall pay all of their respective costs and expenses incurred or to be incurred by each of them in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement; provided, however, that the Shareholders shall incur the Company's transaction costs for fees and expenses of its legal counsel, and financial and other advisors (which shall be paid in accordance with Section 2.10(d)).

(b) If any legal action or other proceeding is brought or any dispute arising regarding the enforcement or interpretation of this Agreement or because of an alleged dispute,

breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable costs, including reasonable attorneys' fees, incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

8.6 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Company, Purchaser and the Shareholders, their heirs, representatives, successors, and permitted assigns, in accordance with the terms hereof. This Agreement shall not be assignable by the Company or the Shareholders without the prior written consent of Purchaser. This Agreement shall not be assignable by Purchaser, except to one or more Subsidiaries of Purchaser, without the prior written consent of the Company. This Agreement is not intended to confer upon any other Person other than the Parties hereto any rights, remedies, obligations or benefits hereunder, except that ARTICLE VI is intended to be for the benefit of, and may be enforced by, the Purchaser Indemnified Parties.

8.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement (or any part of a provision) shall in no way affect the validity, legality or enforceability of any other provision (or part of a provision of this Agreement). If a court or arbitrator finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the court or arbitrator shall then modify the provision to the minimum extent necessary in order to make such provision enforceable. If, however, such court or arbitrator cannot or is unwilling to do so, then the invalid or unenforceable provision shall be severed from this Agreement, the remaining provisions of this Agreement shall be interpreted to provide and shall be enforced to the maximum extent under applicable Laws, and the Parties agree that the court or arbitrator making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to its principles or rules of conflicts of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

8.9 Jurisdiction; Waiver of Jury Trial.

(a) Each of the Parties irrevocably (i) consents to submit itself to the personal jurisdiction of the courts of the State of Delaware or any court of the United States District Court for the District of Delaware in the event any controversy or claim arising out of or relating to this Agreement, the breach, termination or validity thereof, or the transactions contemplated herein, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any legal proceeding relating to any controversy or claim arising out of or relating to this Agreement, the breach, termination or validity thereof, or the transactions contemplated herein in any court other than the courts of the State of Delaware or any United States District Court located in Delaware. Each of the Company, the Shareholders and Purchaser hereby agrees that service of any process,

summons, notice or document by registered mail to the respective addresses set forth in Section 8.3 shall be effective service of process for any legal proceeding in connection with any controversy or claim arising out of or relating to this Agreement, the breach, termination or validity thereof, or the transactions contemplated herein.

(b) EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (II) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

8.10 Construction.

(a) When reference is made in this Agreement to a "Section" or "subsection" or "Article", such reference shall be to a Section or subsection or Article of this Agreement unless otherwise indicated. Whenever the words "herein", "hereof", "hereto" or "hereunder" are used in this Agreement, they will be deemed to refer to this Agreement as a whole and not to any specific Section of this Agreement. Words using the singular or plural number also include the plural or singular number, respectively.

(b) The table of contents and headings contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) The Parties to this Agreement have participated jointly in the drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provision of this Agreement.

(d) If the last day permitted for the giving of any notice or the performance of any act required or permitted under this Agreement falls on a day which is not a Business Day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding Business Day.

8.11 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, and the Ancillary Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written and oral, among the Parties with respect to the subject matter hereof.

[Signatures appear on the following pages]

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

PURCHASER:
ALLEN SYSTEMS GROUP, INC.

By: _____
Name: DEREK S. ECKELMAN
Title: EVP AND GENERAL COUNSEL

MERGER SUBSIDIARY:
ASG M&A (PA), INC.

By: _____
Name: DEREK S. ECKELMAN
Title: EVP AND GENERAL COUNSEL

COMPANY:
THE INFORMATION SYSTEMS MANAGER, INC.

By: _____
Name: _____
Title: _____

SHAREHOLDER REPRESENTATIVE:

_____
James M. VanArtsdalen

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

PURCHASER:
ALLEN SYSTEMS GROUP, INC.

By: _____
Name: _____
Title: _____

MERGER SUBSIDIARY:
ASG M&A (PA), INC.

By: _____
Name: _____
Title: _____

COMPANY:
THE INFORMATION SYSTEMS MANAGER, INC.

By: _____
Name: JAMES M. VANARTSDALEN
Title: PRESIDENT

SHAREHOLDER REPRESENTATIVE:

_____
James M. VanArtsdalen

[Signature Page to Agreement and Plan of Merger]

Schedule 3.10
Intellectual Property

(a)

See Data Room – Purchase Agreement Schedules – 3.10 Intellectual Property – (a) Copyrights and Trademarks

(b)

See Data Room – Purchase Agreement Schedules – 3.10 Intellectual Property – (b) Embedded Software

In 2002, the Company became aware of two firms that had utilized a hacked license key and were using Company products (in object code form). After such events were discovered, action was taken to bolster the Company's license key security and procedures, and no incidents have been identified since that time. (See Data Room - Purchase Agreement Schedules – 3.12(a) Contracts – (x vi) Settlement Agreements – b. Product Theft

(c)

See the events described in (b) above.

See also Data Room – Purchase Agreement Schedules – 3.10 Intellectual Property – (c) Employee and Consultant Agreements

(d)

None.

(e)

See Data Room – Purchase Agreement Schedules – 3.10 Intellectual Property – (e) Software Products

The Company utilizes certain add-on products that perform specific functions within the software products.