TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement and Plan of Merger

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Distil Networks, Inc.		06/03/2019	Corporation: DELAWARE
Distil Acquisition Sub, Inc.		06/03/2019	Corporation: DELAWARE
Shareholder Representative Services LLC		06/03/2019	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Imperva, Inc.
Street Address:	3400 Bridge Parkway
City:	Redwood Shores
State/Country:	CALIFORNIA
Postal Code:	94065
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5275551	DISTIL NETWORKS
Registration Number:	5275537	DISTIL NETWORKS
Registration Number:	4687395	
Registration Number:	4687394	ARE YOU A HUMAN

CH $115.00 5275551

CORRESPONDENCE DATA

Fax Number: 6509385200

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.

Phone: (650) 988-8500
Email: trademarks@fenwick.com
Correspondent Name: Connie L. Ellerbach, Esq.
Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041-1990

ATTORNEY DOCKET NUMBER:	28950-00070
NAME OF SUBMITTER:	Erin E. Giacoppo
SIGNATURE:	/erin e. giacoppo/

DATE SIGNED:	06/14/2019

Total Attachments: 161

source=Project Duckhorn - Merger Agreement (Final Form)#page1.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page2.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page3.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page4.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page5.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page6.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page7.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page8.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page9.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page10.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page11.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page12.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page13.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page14.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page15.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page16.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page17.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page18.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page19.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page20.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page21.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page22.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page23.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page24.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page25.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page26.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page27.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page28.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page29.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page30.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page31.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page32.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page33.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page34.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page35.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page36.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page37.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page38.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page39.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page40.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page41.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page42.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page43.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page44.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page45.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page46.tif

source=Project Duckhorn - Merger Agreement (Final Form)#page47.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page48.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page49.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page50.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page51.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page52.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page53.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page54.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page55.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page56.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page57.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page58.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page59.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page60.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page61.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page62.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page63.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page64.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page65.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page66.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page67.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page68.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page69.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page70.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page71.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page72.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page73.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page74.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page75.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page76.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page77.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page78.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page79.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page80.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page81.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page82.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page83.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page84.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page85.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page86.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page87.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page88.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page89.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page90.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page91.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page92.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page93.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page94.tif

source=Project Duckhorn - Merger Agreement (Final Form)#page95.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page96.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page97.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page98.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page99.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page100.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page101.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page102.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page103.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page104.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page105.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page106.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page107.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page108.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page109.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page110.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page111.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page112.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page113.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page114.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page115.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page116.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page117.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page118.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page119.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page120.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page121.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page122.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page123.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page124.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page125.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page126.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page127.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page128.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page129.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page130.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page131.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page132.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page133.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page134.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page135.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page136.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page137.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page138.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page139.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page140.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page141.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page142.tif

source=Project Duckhorn - Merger Agreement (Final Form)#page143.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page144.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page145.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page146.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page147.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page148.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page149.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page150.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page151.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page152.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page153.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page154.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page155.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page156.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page157.tif
source=Project Duckhorn - Merger Agreement (Final Form)#page158.tif
source=Distil IP Schedules#page1.tif
source=Distil IP Schedules#page2.tif
source=Distil IP Schedules#page3.tif

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

IMPERVA, INC.,

DISTIL ACQUISITION SUB, INC.,

DISTIL NETWORKS, INC.,

and

SHAREHOLDER REPRESENTATIVE SERVICES LLC, AS SELLER REPRESENTATIVE

Dated as of June 3, 2019

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of June 3, 2019, by and among Imperva, Inc. a Delaware corporation ("Parent"), Distil Acquisition Sub, Inc., a Delaware corporation ("Merger Sub"), Distil Networks, Inc., a Delaware corporation (the "Company"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative, agent and attorney-in-fact of the Securityholders (the "Seller Representative").

WHEREAS, the board of directors of Parent, Merger Sub and the Company have unanimously approved and declared advisable this Agreement, the merger of Merger Sub with and into the Company (the "Merger") and the other Contemplated Transactions, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Parent, as the sole stockholder of Merger Sub, has approved this Agreement, the Merger and the other Contemplated Transactions;

WHEREAS, the Company shall receive, and shall deliver to Parent, within 24 hours after the execution and delivery of this Agreement, the written consent of Stockholders required to adopt and approve this Agreement, the Merger and the other Contemplated Transactions in accordance with the Company's Organizational Documents and the DGCL (as applicable) (the "Stockholder Approval"); and

WHEREAS, prior to or concurrently with the execution and delivery of this Agreement, and as a condition and material inducement to Parent's willingness to enter into this Agreement, the Company has delivered to Parent a fully executed support agreement in the form attached hereto as Exhibit A (each, a "Stockholder Support Agreement") from each of the individuals set forth on Schedule 1.1(a).

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. For the purposes of this Agreement, each of the following terms shall have the following respective meanings:

"280G Approval" has the meaning set forth in Section 6.8(b).

"Acquired Companies" shall mean the Company and each of its Subsidiaries, collectively, and "Acquired Company" shall mean the foregoing individually.

"Action" means any claim, action, charge, complaint, audit, investigation, arbitration, lawsuit, litigation, opposition, interference or other legal proceeding (whether sounding in contract, tort or otherwise, whether civil or criminal and whether brought at law or in equity).

"Adjustment Escrow Amount" means $750,000.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such specified Person.

"Aggregate Consideration Amount" means the cash amount that is equal to (a) the Enterprise Value, plus (b) the total amount of Closing Cash, plus (c) the amount, if any, by which the Closing Net Working Capital Amount is greater than the Upper Target, plus (d) the Aggregate Exercise Amount, minus (e) the

amount, if any, by which the Closing Net Working Capital Amount is less than the Lower Target, minus (f) the total amount of Closing Indebtedness, minus (g) the total amount of Company Transaction Expenses, minus (h) the Escrow Amount, minus (i) the Reserve Amount. For the avoidance of doubt, to the extent the Closing Net Working Capital Amount is less than the Upper Target and greater than the Lower Target, no adjustment shall be made to the Aggregate Consideration Amount with respect to the Closing Net Working Capital Amount.

"Aggregate Exercise Amount" means the aggregate exercise price of all Outstanding Company Options and Company Warrants outstanding as of immediately prior to the Effective Time, in each case with a per share exercise price less than the Common Per Share Amount, as set forth on the Payment Statement.

"Agreement" has the meaning set forth in the preamble.

"Ancillary Agreements" means the Escrow Agreement, the Paying Agent Agreement, the Option Cancellation Agreements, the Warrant Cancellation Agreements, the Stockholder Support Agreements, the Restrictive Covenant Agreements, the Letters of Transmittal, the Company Certificate, and the Parent Certificate and all other agreements, instruments and certificates contemplated hereby or thereby to which any Party is a party.

"Anti-Corruption Laws" means all U.S. and non-U.S. laws, regulations, statutes, rules, Governmental Orders, or other similar requirement (collectively "Legal Requirements") relating to the prevention of corruption and bribery, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010.

"Applicable Law" means any federal, state or local (or any foreign) law (including common law), statute, act, standard, ordinance, code, rule, constitution, administrative requirement, treatise or regulation.

"Applicable Per Share Amount" shall mean the Applicable Preferred Per Share Amount and the Common Per Share Amount, as applicable.

"Applicable Preferred Per Share Amount" shall mean each of the Series Seed Preferred Per Share Amount, the Series A Preferred Per Share Amount, the Series B Preferred Per Share Amount and the Series C Preferred Per Share Amount, as applicable.

"Appraisal Share" has the meaning set forth in Section 3.1(e).

"Assets" means all properties, assets and rights of every kind, nature and description whatsoever whether tangible or intangible, real, personal or mixed, wherever located.

"Borrowed Money Indebtedness" means, with respect to any Person and without duplication, all principal, accrued interest, penalties (including any penalties related to pre-payment), fees and premiums of such Person (a) for borrowed money (including amounts outstanding under overdraft facilities), and (b) evidenced by notes, bonds, debentures or other similar Contractual Obligations.

"Business" means the business activities conducted by the Acquired Companies as of the date of this Agreement and as of the Closing Date.

"Business Day" means any day other than a Saturday, Sunday or other day on which banks in Red Wood City, California or New York, New York are required to be closed.

"Cash" means the aggregate amount of all cash and cash equivalents required or permitted to be reflected as cash and cash equivalents on a consolidated balance sheet of the Company and its Subsidiaries as of a given date prepared in accordance with GAAP, including cash and checks received by the Company or any of its Subsidiaries or their respective banks prior to such date whether or not cleared and less any checks written by, or wires issued by or on behalf of, the Company or any of its Subsidiaries prior to such date but not yet cleared; provided that Cash will exclude any Restricted Cash.

"Closing" has the meaning set forth in Section 2.2.

"Closing Cash" means the Cash of the Acquired Companies at the Reference Time.

"Closing Date" has the meaning set forth in Section 2.2.

"Closing Indebtedness" means the Indebtedness of the Acquired Companies at the Effective Time.

"Closing Net Working Capital Amount" means (a) the current assets of the Acquired Companies, excluding Cash, all current and deferred Tax assets (other than VAT receivables) and Restricted Cash less (b) the current liabilities of the Acquired Companies, excluding Indebtedness, intercompany indebtedness, Company Transaction Expenses, Transaction Payroll Taxes, deferred revenue, and all other current and deferred Tax liabilities, in each case determined as of the Reference Time in accordance with GAAP in accordance with the Company's past practices and calculated in accordance with the Sample Net Working Capital Calculation attached to this Agreement as Exhibit F.

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

"Common Per Share Amount" shall mean $0.3036 per share.

"Company" has the meaning set forth in the preamble.

"Company Associates" means the current and former directors, managers, officers, employees, contractors, individual independent contractors and individual consultants of the Acquired Companies.

"Company Common Stock" means common stock, par value $0.0001 per share, of the Company.

"Company Equity Plans" means the Distil, Inc. 2012 Stock Incentive Plan (as amended) and any other option or incentive equity plan of the Company or any of its Subsidiaries.

"Company Intellectual Property Rights" means all Owned IP and all Intellectual Property Rights, used or held for use, or incorporated or embodied in the Company Products, including all Intellectual Property Rights in and to Company Technology.

"Company Option" means all Contractual Obligations of the Company pursuant to which any Person may acquire any Equity Interest in exchange for an exercise price, whether pursuant to a Company Equity Plan or otherwise.

"Company Optionholder" means each holder of an Outstanding Company Option.

"Company Preferred Stock" means the Company Series A Stock, the Company Series B Stock, the Company Series C Stock and the Company Series Seed Stock.

"Company Products" means the Software and other products and services, including any of the foregoing currently in development, (a) that the Acquired Companies sell, offer for sale, market, distribute,

license or otherwise make commercially available, or (b) from which the Acquired Companies have derived within the three years preceding the date hereof, are currently deriving or are scheduled to derive, revenue from the sale, license, maintenance or provision thereof.

"Company Registrations" has the meaning set forth in Section 4.11(a).

"Company Securities" means the Company Stock, Company Options and Company Warrants.

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

"Company Series B Stock" means Series B Preferred Stock, par value $0.001 per share, of the Company.

"Company Series C Stock" means Series C Preferred Stock, par value $0.001 per share, of the Company.

"Company Series Seed Stock" means Series Seed Preferred Stock, par value $0.001 per share, of the Company.

"Company Stock" means the issued and outstanding shares of Company Common Stock and Company Preferred Stock.

"Company Systems" means all of the following used by or for, or otherwise relied on by, any Acquired Company (whether owned by such Acquired Company or a third party) for the transmission, storage, maintenance, organization, processing or analysis of electronic or other data or information: computers, computer systems, servers, hardware, Software, firmware, middleware, websites, interfaces, databases, networks, servers, workstations, routers, hubs, switches, data communication equipment and lines, telecommunications equipment and lines, co-location facilities and equipment, and all other information technology equipment, including any outsourced systems and processes (*e.g.*, hosting locations) and all associated documentation. Company Systems shall include the Company Products.

"Company Technology" means any and all Technology owned or purported to be owned, or incorporated or embodied in the Company Products.

"Company Transaction Expenses" means (a) all legal, accounting, investment banking, advisory and other similar costs, fees and expenses of the Acquired Companies incurred at or prior to the Effective Time in connection with or in anticipation of the negotiation, execution and delivery of this Agreement and the Ancillary Agreements or the consummation of the Contemplated Transactions that remain unpaid as of the Effective Time, (b) all fees and expenses payable by the Company or any of its Subsidiaries pursuant to management, advisory or consulting arrangements with any stockholders or Affiliate of the Company entered into by the Acquired Companies prior to the Effective Time other than fees and expenses pursuant to those arrangements listed on Schedule 1.1(c), (c) 50% of the fees of the Escrow Agent pursuant to the Escrow Agreement, (d) all of the premiums associated with the D&O Insurance "tail" policy, (e) 50% of all Transfer Taxes, if any, arising from the Contemplated Transactions, (f) obligations of the Acquired Companies under agreements entered into by the Acquired Companies prior to the Effective Time, as required by Applicable Law, or pursuant to the Employee Retention Carveout that remain unpaid as of the Effective Time in respect of severance, change of control payments, stay bonuses, retention bonuses, and transaction bonuses due or triggered (either alone or in combination with any other event) as a result of the Merger; provided, however, for the avoidance of doubt, that any obligations (other than the unpaid portion (if any) of the Employee Retention Carveout) under agreements entered into at the request or instruction of

Parent in connection with the Contemplated Transactions shall be expressly excluded, and (g) all Transaction Payroll Taxes, but excluding in the case of each of the foregoing clauses any amount taken into account in the determination of Closing Net Working Capital Amount or Closing Indebtedness.

"Company Warrantholder" means each holder of an Outstanding Company Warrant.

"Company Warrants" means each of the warrants to acquire Company Stock issued by the Company, including those identified on Section 4.6(b) of the Disclosure Schedule (and specifically excluding any Company Options).

"Company's Knowledge," "Knowledge of the Company" and similar formulations mean that one or more of the individuals identified in Section 1.1 of the Disclosure Schedule has actual knowledge (after reasonable inquiry) of the fact or other matter at issue; it being understood and agreed that a reasonable review of one's files, or an inquiry involving an employee of the Company that is a direct report to such individual and who would be reasonably likely to have actual knowledge of the subject matter of such inquiry, shall constitute reasonable inquiry.

"Compensation" means, with respect to any Company Associate, all salaries, compensation, remuneration, bonuses or benefits (including issuances or grants of Equity Interests), made by an Acquired Company to or for the benefit of such Company Associate.

"Confidentiality Agreement" means that certain mutual nondisclosure agreement between Imperva, Inc. and the Company, dated as of April 2, 2018.

"Consent" means any approval, consent, ratification, waiver, clearance or other authorization of, notice to or registration, qualification, designation, declaration or filing with any Person.

"Contemplated Transactions" means the transactions contemplated by this Agreement, including (a) the Merger and (b) the execution, delivery and performance of the Ancillary Agreements.

"Contractual Obligation" means, with respect to any Person, any contract, agreement, lease, sublease, license, sublicense or other legally enforceable promise, whether written or oral, to which or by which such Person is a party that is in effect.

"Controlled Affiliates" means, with respect to any Person, any Affiliates of such Person that are controlled by such Person, directly or indirectly, whether through Contractual Obligations or ownership of Equity Interests.

"DGCL" means the General Corporation Law of the State of Delaware, as amended.

"Disclosed Contractual Obligations" has the meaning set forth in Section 4.15(b).

"Dissenter Costs" means the amount, if any, (i) by which (a) the amount paid as a result of holders of Appraisal Shares having perfected (and not waived, withdrawn or otherwise lost) their rights pursuant to the DGCL exceeds (b) the consideration that would have been paid to such holders pursuant to the terms of this Agreement with respect to such Appraisal Shares if no demand for appraisal or dissenters' rights had been made by the holders of such Appraisal Shares and (ii) of any litigation or settlement costs or reasonable attorneys' fees arising out of any demand for appraisal (whether or not perfected) or quasi appraisal.

"Effective Time" has the meaning set forth in Section 2.3.

"Employee Option" means each Outstanding Company Option granted to the holder in the holder's capacity as an employee of an Acquired Company.

"Employee Plan" means any (a) "welfare plan" within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (b) "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (c) stock bonus, stock purchase, stock option, restricted stock, stock purchase, phantom interest, stock appreciation right or similar equity or equity-based plan, program, agreement or arrangement or (d) other deferred-compensation, retirement, pension, savings, severance, change in control, retention, health or welfare benefit, reimbursement, bonus or incentive, profit-sharing, incentive, paid time off, post-service or retiree health or welfare, fringe-benefit, employment, individual service provider or other benefit or compensation plan, program, policy, contract, agreement or arrangement. In the case of an Employee Plan funded through a trust described in Section 401(a) of the Code or an organization described in Section 501(c)(9) of the Code, or any other funding vehicle, each reference to such Employee Plan shall include a reference to such trust, organization or other vehicle.

"Employee Retention Carveout" means an amount equal to $2,500,000.00 payable by the Acquired Companies for employee retention in connection with the Contemplated Transactions.

"Encumbrance" means any lien (statutory or otherwise), license, option, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, servitude, restriction, hypothecation, right of first offer or first refusal, buy/sell agreement or other similar restriction or covenant (other than, in the case of a security, any restriction on the transfer of such security arising solely under Applicable Law).

"Enforceable" means, with respect to any Contractual Obligation stated to be enforceable by or against any Person, that such Contractual Obligation is a legal, valid and binding obligation enforceable by or against such Person in accordance with its terms, except to the extent that enforcement of the rights and remedies created thereby is subject to bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting the rights and remedies of creditors or to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

"Enterprise Value" means $82,500,000.

"Environmental Law" means any Applicable Law, Contractual Obligation or Governmental Order concerning pollution, protection of the environment, or public or worker health or safety.

"Equity Interest" means, with respect to any Person, (a) any capital stock, partnership or membership interest, unit of participation or other similar interest (however designated) in such Person and (b) any option, warrant, purchase right, conversion right, exchange right, equity appreciation right, profits interest or phantom stock or equity right or other Contractual Obligation which would entitle any other Person to acquire any such interest in such Person.

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

"ERISA Affiliate" means any Person that would, at any relevant time, be considered a single employer with an Acquired Company under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

"Escrow Account" has the meaning set forth in Section 3.2(c).

"Escrow Agent" has the meaning set forth in Section 3.2(c).

"Escrow Agreement" means the Escrow Agreement among Parent, the Seller Representative and the Escrow Agent substantially in the form of Exhibit G.

"Escrow Amount" has the meaning set forth in Section 3.2(c).

"Estimated Aggregate Consideration Amount" means the cash amount that is equal to (a) the Enterprise Value, plus (b) the total amount of Estimated Closing Cash, plus (c) the amount, if any, by which the Estimated Net Working Capital Amount is greater than the Upper Target, plus (d) the Aggregate Exercise Amount, minus (e) the amount, if any, by which the Estimated Net Working Capital Amount is less than the Lower Target, minus (f) the total amount of Estimated Closing Indebtedness, minus (g) the total amount of Estimated Company Transaction Expenses, minus (h) the Escrow Amount, minus (i) the Reserve Amount. For the avoidance of doubt, to the extent the Estimated Net Working Capital Amount is less than the Upper Target and greater than the Lower Target, no adjustment shall be made to the Aggregate Consideration Amount with respect to the Estimated Net Working Capital Amount.

"Estimated Closing Cash" has the meaning set forth in Section 3.4(a).

"Estimated Closing Indebtedness" has the meaning set forth in Section 3.4(a).

"Estimated Company Transaction Expenses" has the meaning set forth in Section 3.4(a).

"Estimated Net Working Capital Amount" has the meaning set forth in Section 3.4(a).

"Ex-Im Laws" means all U.S. and non-U.S. Legal Requirements relating to export, reexport, transfer, and import controls, including the Export Administration Regulations, the customs and import Legal Requirements administered by U.S. Customs and Border Protection, and the EU Dual Use Regulation.

"Excess Amount" has the meaning set forth in Section 3.4(d).

"Fraud" means a willful and knowing common law fraud with the specific intent to deceive in the making of any representation or warranty (i) set forth in ARTICLE IV of this Agreement as of the date of this Agreement or (ii) pursuant to the Company Certificate, as of the date of the Closing (and, in each case, not a constructive fraud, equitable fraud or promissory fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence).

"Fundamental Representations" means the Company's representations and warranties set forth in Section 4.1 (Organization), Section 4.2 (Power and Authorization), Section 4.3 (Authorization of Governmental Authorities), Sections 4.4(a) and 4.4(b)(ii) (Non-Contravention), Section 4.5 (Subsidiaries), Section 4.6 (Capitalization of the Company), Section 4.13 (Tax Matters) and Section 4.21 (No Brokers).

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Governmental Authority" means any United States federal, state, provincial, local or non-United States government, or any governmental, regulatory, administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body (public or private), department, political subdivision, tribunal or other instrumentality thereof.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, ruling, decision, verdict, determination or award made, issued or entered by or with any Governmental Authority

(including, any judicial or administrative interpretations, guidance, directives, policy statements or opinions).

"Guarantee" means, with respect to any Person, (a) any guarantee of the payment or performance of any Indebtedness or other Liability of any other Person, (b) any other arrangement whereby credit is extended to any obligor (other than such Person) on the basis of any promise or undertaking of such Person (i) to pay the Indebtedness or other Liability of such obligor, (ii) to purchase any obligation owed by such obligor, (iii) to purchase or lease assets under circumstances that are designed to enable such obligor to discharge one or more of its obligations or (iv) to maintain the capital, working capital, solvency or general financial condition of such obligor and (c) any liability as a general partner of a partnership or as a venturer in a joint venture in respect of Indebtedness or other Liabilities of such partnership or venture.

"Hazardous Material" means any waste, substance or material regulated by, or which may give rise to liability or standards of conduct pursuant to, Environmental Law, including petroleum or petroleum by-products, asbestos, pesticides, polychlorinated biphenyls, lead, noise, odor, toxic mold or radiation.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Illustrative Allocation Waterfall" shall mean the spreadsheet attached hereto on the date hereof as Exhibit E, setting forth the Company's good faith estimates of the following: (i) Estimated Aggregate Consideration Amount and (ii) for each class and series of Company Stock, the Applicable Per Share Amount, each determined on a *pro forma* basis as if the Closing occurred on the date of this Agreement.

"Inbound IP Contractual Obligations" has the meaning set forth in Section 4.11(c).

"Indebtedness" means, with respect to any Person, and without duplication, all Liabilities, whether or not contingent, with respect to any of the following: (a) all Borrowed Money Indebtedness and indebtedness in the forms of surety bonds or performance bonds, (b) all Liabilities in respect of "earn-out" or contingent payment obligations and other obligations (including "Seller Notes") for the deferred purchase price of property, goods or services (other than trade payables or accruals incurred in the Ordinary Course of Business), (c) letters of credit and bankers' acceptances, (d) the unpaid amount of Taxes and related interest and penalties for all Pre-Closing Tax Periods, including any liability for Taxes under Code Section 965(h), from all jurisdictions in which there is a cash Liability for Taxes regardless of when payable (which amount in this clause (d) shall not be less than zero and which shall not include any offsets or reductions with respect to Tax refunds or overpayments of Tax) and, for purposes of this clause (d), treating the taxable year of any Subsidiary that is a "controlled foreign corporation" (within the meaning of Code Section 957) as ending as of the Closing Date to compute any taxable income resulting from the application of Code Section 951 and Code Section 951A, and, without duplication, including any liability with respect to unpaid sales Taxes of the Acquired Companies for a Pre-Closing Tax Period, (e) all lease obligations that are required to be classified as capitalized lease obligations in accordance with GAAP, (f) obligations arising out of interest rate and currency swap arrangements or any other arrangements designed to provide protection against fluctuations in interest or currency rates, (g) accrued but unpaid obligations with respect to sales commissions (for which the Company has received annual upfront payment on invoices prior to the Closing), annual bonuses, severance and deferred compensation payable to current or former employees, directors, consultants or other service providers accrued as of the Closing Date and the employer portion of any Taxes related thereto to the extent not included in Transaction Payroll Taxes, (h) Guarantees of any of the foregoing or (i) all accrued interest, fees, premiums, penalties (including pre-payment penalties), costs (including breakage costs), expenses and/or other amounts due in respect of any of the foregoing. Notwithstanding the foregoing, with respect to the Acquired Companies, "Indebtedness" shall not include (i) any letters of credit to the extent not drawn (including the Lease Letters of Credit) or (ii) any

intercompany indebtedness among the Acquired Companies, or (iii) any amount actually taken into account in the determination of Closing Net Working Capital Amount or Company Transaction Expenses.

"Indemnified Parties" has the meaning set forth in Section 10.2.

"Indemnified Taxes" means (i) all Taxes (or the non-payment thereof) of the Acquired Companies for all Pre-Closing Tax Periods, (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Acquired Companies (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local or other law or regulation, (iii) any and all Taxes of any Person imposed on the Acquired Companies as a transferee or successor, by contract (other than commercial contracts entered into in the ordinary course of business and that do not primarily relate to Taxes) or pursuant to any law, rule, or regulation as the result of transactions or events occurring prior to the Closing Date, (iv) any and all payroll and employment Taxes with respect to any compensatory payments made pursuant to or in accordance with this Agreement, and (v) all Taxes attributable to any inclusion under Code Section 951 and 951A by Parent or its Affiliates (including any of the Acquired Companies) at the end of the taxable year of any Subsidiary of the Company that includes, but does not end on, the Closing Date, arising out of income accrued or transactions undertaken by such Subsidiary on or prior to the Closing Date.

"Indemnity Escrow Amount" means $5,775,000.

"Indemnity Escrow Funds" means the aggregate amounts held in the Escrow Account in respect of the Indemnity Escrow Amount, together with all interest accrued thereon.

"Intellectual Property Rights" means all right, title, and interests in and to all intellectual property or proprietary rights of every kind and nature however denominated, throughout the world, including:

(a) patents, copyrights, works of authorship, mask work rights, confidential or proprietary information, trade secrets, data, database rights, and all other proprietary rights in Technology;

(b) trademarks, trade names, service marks, service names, brands, business names, trade dress, logos, slogans and other indicia of origin, and the goodwill and activities associated therewith;

(c) domain names, social media accounts, usernames, keywords, tags, rights of privacy and publicity, and moral rights;

(d) any and all registrations, applications, recordings, licenses, common-law rights, statutory rights, and contractual rights relating to any of the foregoing; and

(e) all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

"IP Contractual Obligations" has the meaning set forth in Section 4.11(c).

"Lease Letters of Credit" means those certain letters of credit issued in connection with the Company's lease of the properties located at (i) 555 Fayetteville Street, Raleigh, North Carolina 27601, (ii) 4501 North Fairfax Street, Suite 200, Arlington VA 22203, and (iii) 49 Stevenson Street, San Francisco CA 94105.

"Lease Security Deposit" means that certain security deposit in connection with the Company's lease of the property located at Folkungagatan 122 11630 Stockholm Sweden.

"Letter of Transmittal" means the Letter of Transmittal substantially in the form attached hereto as Exhibit D.

"Liability" or "liability" means, with respect to any Person, any liability or obligation of such Person of any kind or nature whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated, unliquidated or otherwise, and whether due or to become due, and regardless of when or by whom asserted.

"Lower Target" means $3,048,000.

"Material Adverse Effect" means any event, circumstance, change, effect or occurrence (collectively, "Events") that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on (a) the results of operations, assets, properties, liabilities, business or financial condition of the Acquired Companies, taken as a whole, or (b) the ability of the Company to consummate the Contemplated Transactions; provided that, solely with respect to the foregoing clause (a), none of the following may be taken into account in determining whether a Material Adverse Effect has occurred, except that with respect to any of the following clauses (i), (ii), (iii), (iv), or (v), if an Event has or would be reasonably expected to have a disproportionate effect on the Acquired Companies, taken as a whole, relative to other businesses operating in the industry in which the Acquired Companies operate then such Event may be taken into account in determining whether a Material Adverse Effect has occurred): (i) Events generally affecting the industry or competitive landscape in which the Business is conducted, (ii) Events generally affecting the economy or the debt, credit or securities markets (including any decline in the price of any security or any market index), (iii) any acts of God, national disaster, outbreak or escalation of hostilities or declared or undeclared acts of war or terrorism, (iv) changes in Applicable Law (or interpretations thereof) after the date hereof, (v) changes in GAAP (or interpretations thereof) after the date hereof, (vi) any failure of the Acquired Companies to meet projections, forecasts or revenue or earning predictions for any period (it being understood that any Events underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred), (vii) any Events resulting from the announcement of the Contemplated Transactions or consummation of the Merger, including any disruption in (or loss of) supplier, service provider, partner or similar relationships or any loss of employees due to such announcement or consummation, (viii) any action referred to in Section 6.2 taken by the Acquired Companies with Parent's express written consent, or (ix) any action expressly required to be taken pursuant to this Agreement.

"Materiality Exceptions" means the terms "material" or "materially", any clause or phrase containing "material," "materially," "material respects," "Material Adverse Effect," "except where the failure to … has not and would not, individually or in the aggregate, have a Material Adverse Effect," or "except as has not and would not, individually or in the aggregate, have a Material Adverse Effect," or "has not had and would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect" or any similar terms, clauses or phrases (including any reference to the Company).

"Merger" has the meaning set forth in the recitals.

"Merger Sub" has the meaning set forth in the preamble.

"Non-Employee Option" means each Outstanding Company Option granted to the holder in the holder's capacity as a non-employee service provider to an Acquired Company.

"Off-The-Shelf Software" means unmodified, off-the-shelf, commercially available software licensed or otherwise obtained from a third party which obligates an Acquired Company to pay continuing royalties or annual maintenance fees of less than $50,000 per year to such third party.

"Option Cancellation Agreement" has the meaning set forth in Section 3.1(c).

"Ordinary Course of Business" means an action taken by any Person in the ordinary course of such Person's business, consistent with past practices.

"Organizational Documents" means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any limited liability company, operating or partnership agreement adopted or filed in connection with the creation, formation or organization of such Person and (b) all by-laws and equity holders agreements to which such Person is a party relating to the organization or governance of such Person, in each case, as amended or supplemented.

"Outbound IP Contractual Obligations" has the meaning set forth in Section 4.11(c).

"Outstanding Company Options" means all Company Options that are outstanding and unexercised immediately prior to the Effective Time.

"Outstanding Company Warrants" means all Company Warrants that are outstanding and unexercised immediately prior to the Effective Time.

"Owned IP" means all Intellectual Property Rights owned or purported to be owned by any of the Acquired Companies, including the Company Registrations and the proprietary Software and Technology of the Acquired Companies.

"Parent" has the meaning set forth in the preamble.

"Parent Material Adverse Effect" means, with respect to Parent, an Event that has or would reasonably expected to have a material adverse effect on the ability of Parent or Merger Sub to consummate the Contemplated Transactions.

"Participating Securityholder" means (a) each Stockholder (other than any such Stockholder who holds Appraisal Shares) and each Company Warrantholder, in each case who has duly delivered the applicable Payment Documents, (b) each Company Optionholder that has duly delivered an Option Cancellation Agreement and (c) each Participant under the Company's Management Carveout Plan.

"Party" means each of Parent, Merger Sub, the Company and the Seller Representative.

"Paying Agent" has the meaning set forth in Section 3.3(a).

"Paying Agent Agreement" means the Paying Agent Agreement among Parent, the Seller Representative and the Paying Agent, substantially in the form of Exhibit C.

"Payment Documents" has the meaning set forth in Section 3.3(b)(i).

"Payment Schedule" has the meaning set forth in Section 3.3(b)(iii).

"Payoff Letters" has the meaning set forth in Section 6.7.

"Permits" means, with respect to any Person, any license, franchise, permit, approval or other similar authorization issued by, or otherwise granted by, any Governmental Authority to which or by which such Person is subject or bound.

"Permitted Encumbrance" means (a) statutory liens for Taxes not yet due and delinquent or the amount or validity of which is being contested in good faith in appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (b) mechanics', materialmen's, carriers', workers', repairers' and similar statutory liens arising or incurred in the Ordinary Course of Business, (c) liens to secure the interests of landlords, lessors, renters, or licensors of real property under leases or rental agreements (to the extent the applicable company is not in default under such lease or rental agreement) (d) Encumbrances and other similar matters of record affecting title to but not adversely affecting the value of, or the current occupancy or use of, any real property in any material respect, and (e) any other lien (other than with respect to Intellectual Property Rights) that does not materially impair the value or current use of any Asset.

"Person" means any individual or any corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

"Personal Data" means (a) any piece of information that directly or indirectly allows the identification or location of a natural person, account, machine or device, (b) all data and content uploaded or otherwise provided by or for customers of the Acquired Companies (or their respective privileged users and end users) to, or stored by customers of the Acquired Companies (or their respective privileged users and end users) on, the Company Systems that directly or indirectly allows the identification, or location of a natural person, and (c) any other piece of information considered "personally identifiable information", "personal information", "individually identifiable health information" or "personal data" under Applicable Law.

"Post-Closing Merger Consideration" means an amount equal to the sum of (a) the amount, if any, of the Reserve Amount that the Seller Representative authorizes to be released from the Reserve Amount for payment to the Participating Securityholders pursuant to the terms of this Agreement, (b) the amount, if any, of the Escrow Amount released from the balance of the Escrow Amount from the Escrow Account to the Participating Securityholders pursuant to the terms of this Agreement and the Escrow Agreement and (c) the Excess Amount, that is payable to the Participating Securityholders pursuant to the terms of this Agreement.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date; and, with respect to a Straddle Period, the portion of such Tax period beginning after the Closing Date.

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

"Privacy Laws" means each Applicable Law applicable to the protection and/or Processing of Personal Data.

"Pro Rata Portion" means, with respect to each Participating Securityholder, the percentage set forth on the Payment Schedule under the column labeled "Pro Rata Portion" as updated from time to time by the Seller Representative, which is calculated based on the amounts payable to each Participating Securityholder pursuant to Section 3.1 of this Agreement and the Company's Management Carveout Plan and which percentage is set forth in the spreadsheet used to derive the Payment Schedule.

"Process" or "Processing" means, with respect to data, the use, collection, treatment, processing, storage, hosting, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, disposal, dissemination or combination of such data.

"Reference Time" means 11:59 p.m., Eastern time, on the day immediately prior to the Closing Date.

"Representative" means, with respect to any Person, any director, officer, employee, agent, manager, consultant, advisor, or other representative of such Person, including legal counsel, accountants and financial advisors.

"Reserve Account" has the meaning set forth in Section 7.5(e).

"Reserve Amount" means an amount up to $250,000, to be determined by the Company prior to the Closing, and as designated for the Reserve Account.

"Residual Amount" shall mean the portion of the Aggregate Consideration Amount available for payment to the holders of Company Series A Stock, Company Series B Stock and Company Series C Stock, assuming the prior payment of a portion of the Aggregate Consideration Amount to holders of Company Series Seed Stock, Company Common Stock, Company Warrants and Company Options based on the Common Per Share Amount.

"Residual Preferred Preference Amount" shall mean the sum of (i) the Series A Preferred Preference Amount, (ii) the Series B Preferred Preference Amount and (iii) the Series C Preferred Preference Amount.

"Residual Preferred Stock" shall mean the Company Series A Stock, the Company Series B Stock and the Company Series C Stock.

"Restricted Cash" means any cash which is not freely usable by Parent or, from and after the Closing, the Acquired Companies because it is subject to restrictions or limitations on use, repatriation or distribution by Law or Contractual Obligation, including the Lease Security Deposit and any cash underlying the Lease Letters of Credit; provided, however, that Restricted Cash shall not include any cash held the bank accounts listed on Schedule 1.2.

"Restrictive Covenant Agreement" has the meaning set forth in the recitals.

"Sanctioned Country" means any country or region that is, or has been in the last five years, the subject or target of a comprehensive embargo under Sanctions Laws (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine).

"Sanctioned Person" means any Person that is the subject or target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (a) any Person listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including the U.S. Department of the Treasury Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and Blocked Persons List and the EU Consolidated List; (b) any entity that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clause (a); or (c) any national of a Sanctioned Country.

"Sanctions Laws" means all U.S. and non-U.S. Legal Requirements relating to economic or trade sanctions, including the Legal Requirements administered or enforced by the United States (including by

OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, the United Kingdom, and all other applicable EU member states.

"Securityholder" means, collectively, the Stockholders, the Company Optionholders and the Company Warrantholders.

"Seller Representative" has the meaning set forth in the preamble.

"Series A Allocation Percentage" shall mean (i) the Series A Preference Amount divided by (ii) the Residual Preferred Preference Amount.

"Series B Allocation Percentage" shall mean (i) the Series B Preference Amount divided by (ii) the Residual Preferred Preference Amount.

"Series C Allocation Percentage" shall mean (i) the Series C Preference Amount divided by (ii) the Residual Preferred Preference Amount.

"Series A Preference Amount" shall mean (i) the number of outstanding shares of Company Series A Stock multiplied by (ii) $0.51842.

"Series B Preference Amount" shall mean (i) the number of outstanding shares of Company Series B Stock multiplied by (ii) $1.03457.

"Series C Preference Amount" shall mean (i) the number of outstanding shares of Company Series C Stock multiplied by (ii) $1.52933.

"Series A Preferred Per Share Amount" shall mean an amount per share equal to (i) (x) the Residual Amount multiplied by (y) the Series A Allocation Percentage, divided by (ii) the number of outstanding shares of Company Series A Stock.

"Series B Preferred Per Share Amount" shall mean an amount per share equal to (i) (x) the Residual Amount multiplied by (y) the Series B Allocation Percentage, divided by (ii) the number of outstanding shares of Company Series B Stock.

"Series C Preferred Per Share Amount" shall an amount per share equal to the (i) (x) Residual Amount multiplied by (y) the Series C Allocation Percentage, divided by (ii) the number of outstanding shares of Company Series C Stock.

"Series Seed Preferred Per Share Amount" shall mean $0.3036 per share.

"Shortfall Amount" has the meaning set forth in Section 3.4(e).

"Software" means software and computer programs, whether in source code or object code form, and including (a) data, databases, and collections of data, (b) software implementations of algorithms, models, and methodologies, firmware and application programming interfaces, (c) descriptions, schematics, specifications, flow charts and other work product used to design, plan, organize and develop any of the foregoing, and (d) documentation, including user documentation, user manuals and training materials, files, and records relating to any of the foregoing.

"Special Representations" means the Fundamental Representations and the Company's representations and warranties set forth in Section 4.16 (Related Party Transactions).

"Stockholder Approval" has the meaning set forth in the recitals.

"Stockholder Support Agreement" has the meaning set forth in the recitals.

"Stockholders" means each holder of Company Stock as of immediately prior to the Effective Time.

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

"Subsidiary" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns at least fifty percent (50%) of the outstanding Equity Interests entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to direct the business and policies of that other Person as a general partner, managing member, manager or in similar capacity.

"Surviving Corporation" has the meaning set forth in Section 2.1.

"Tax" or "Taxes" means any and all United States federal, state, local, or non-U.S. income, gross receipts, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital stock, franchise, profits, withholding, social security (or similar, including FICA), national insurance, unemployment, disability, real property, escheat, abandoned or unclaimed property, or personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, or other tax imposed by any Governmental Authority, including any interest, penalty, or addition thereto.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes filed or required to be filed with a Governmental Authority, including any schedule or attachment thereto, and including any amendment thereof.

"Technology" means all inventions, works, discoveries, innovations, know-how, information (including ideas, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), Software, hardware, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, works in process, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

"Transaction Deductions" means all items of deduction for U.S. federal income, state and non U.S. local tax purposes resulting from or attributable to amounts that are included in Indebtedness or Company Transaction Expenses or as a liability in Closing Net Working Capital; *provided, that*, to the extent applicable, the parties agree to make the safe harbor election set forth in IRS Revenue Procedure 2011-29 to determine the amount of deductions attributable to the payment of any success based fees within the scope of such revenue procedure.

"Transaction Documents" means this Agreement and the Ancillary Agreements.

"Transaction Payroll Taxes" means the employer's share of any employment or payroll Taxes with respect to any severance, change of control payments, stay bonuses, retention bonuses, or transaction bonuses due or triggered (either alone or in combination with any other event) as a result of the Contemplated Transactions under agreements entered into by the Acquired Companies prior to the Effective Time, as required by Applicable Law or related to amounts paid on the date of Closing from the Employee

Retention Carveout and any other compensatory payments (including payments made pursuant to Section 3.1(c) in respect of the Company Options) made in connection with the Contemplated Transactions; provided, however, for the avoidance of doubt, that the employer's share of any employment or payroll Taxes with respect to any payments under agreements entered into at the request or instruction of Parent in connection with the Contemplated Transactions (other than the portion of the Employee Retention Carveout paid on the date of Closing) shall be expressly excluded.

"Treasury Regulations" means the regulations promulgated under the Code.

"Upper Target" means $3,726,000.

"Warrant Cancellation Agreement" has the meaning set forth in Section 3.1(d).

Section 1.2 Interpretation.

(a) The words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or paragraph hereof. All instances of the words "include," "includes" or "including" in this Agreement shall be deemed to mean "including without limitation". Any reference to any Applicable Law will be deemed also to refer to such Applicable Law and all rules and regulations promulgated thereunder, in each case as amended, modified, codified, replaced or reenacted, in whole or in part. Any reference to an Article, Section, Exhibit, Appendix or Schedule is to the articles, sections, exhibits, appendices or schedules, if any, of and to this Agreement unless otherwise specified.

(b) Unless the context of this Agreement otherwise requires, words of any gender include each other gender and words using the singular or plural number also include the plural or singular number, respectively.

(c) References to $ will be references to United States Dollars, and with respect to any Contractual Obligation, Liability or document that is contemplated by this Agreement but denominated in currency other than United States Dollars, the amounts described in such Contractual Obligation, Liability or document will be deemed to be converted into United States Dollars for purposes of this Agreement as of the applicable date of determination.

(d) A reference to any Person in this Agreement or any other agreement or document shall include such Person's predecessors-in-interest, successors and permitted assigns.

(e) Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP.

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

(g) Unless expressly provided otherwise, the measure of a period of one month or one year for purposes of this Agreement shall be that date of the following month or year corresponding to the starting date; provided, that, if no corresponding date exists, the measure shall be that date of the following month or year corresponding to the next day following the starting date.

(h) The Parties are each represented by legal counsel and have participated jointly in the negotiation and drafting of the Transaction Documents. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(i) All references to materials being "made available" by the Company means documents (x) actually provided directly to Parent or its Representatives via electronic mail or (y) posted and accessible to Parent and its advisors in the electronic data room for "Project Duckhorn" hosted by Merrill Datasite at or prior to 8:00 pm Eastern on the date of the execution of this Agreement and remaining so posted and accessible at the Closing.

(j) Unless otherwise noted therein, the principles of interpretation set forth in this Section 1.2 shall apply equally to all Transaction Documents.

ARTICLE II
THE MERGER; CLOSING

Section 2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, Merger Sub shall be merged with and into the Company at the Effective Time. As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation"). The Merger shall have the effects set forth herein and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.2 Closing. The closing of the Merger (the "Closing") shall occur on the later of (a) the third (3rd) Business Day after the fulfillment or waiver of all conditions set forth in Article VIII (other than those conditions which by their terms are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or (b) the date which is the earlier of (x) 30 days after the date hereof or (y) the date that is three (3) Business Days after such time as the holders of at least 93% of the issued and outstanding shares of Company Stock shall have executed and delivered to Parent a Stockholder Support Agreement (such later date, the "Closing Date") or at such other time as Parent and the Company may mutually agree in writing, and shall be conducted remotely via the electronic exchange of documents and signatures.

Section 2.3 Effective Time. Subject to the provisions of this Agreement, as promptly as practicable on the Closing Date, the Company and Parent shall file a certificate of merger (the "Certificate of Merger") in such form as is required by, and executed and acknowledged in accordance with, the relevant provisions of the DGCL, and the Parties shall make all other filings and recordings required under the DGCL. The Merger shall become effective at such date and time as the Certificate of Merger is filed with the Secretary of State of the State of Delaware or at such subsequent date and time as the Company and Merger Sub shall agree and specify in the Certificate of Merger. The date and time at which the Merger becomes effective is referred to in this Agreement as the "Effective Time."

Section 2.4 Certificate of Incorporation, Bylaws and Officers and Directors of the Surviving Corporation.

(a) The certificate of incorporation of the Company shall be the certificate of incorporation of the Surviving Corporation and shall be amended immediately after the Effective Time to reflect the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time

(with the name of the Company as the Surviving Corporation's name) until thereafter amended as provided by Applicable Law and such certificate of incorporation.

(b) The bylaws of Merger Sub as in effect immediately prior to the Effective Time (with the name of the Company as the Surviving Corporation's name) shall be the bylaws of the Surviving Corporation until thereafter amended as provided by Applicable Law, the certificate of incorporation of the Surviving Corporation and such bylaws.

(c) The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until their respective successors are duly elected and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

(d) The officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, until their respective successors are duly elected and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

ARTICLE III
EFFECT OF THE MERGER ON SHARES; EXCHANGE AND PAYMENT

Section 3.1 Effect on Capital Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of Parent, Merger Sub or the Company, each issued and outstanding share of capital stock of Merger Sub, par value $0.0001 per share ("Merger Sub Shares") shall be converted into and become one fully paid and non-assessable common share, par value $0.0001 per share, of the Surviving Corporation ("Surviving Corporation Common Shares"). Each certificate representing Merger Sub Shares shall at the Effective Time represent an equal number of shares of Surviving Corporation Common Shares.

(a) Cancellation of Treasury Shares of the Company. All shares of capital stock of the Company that are owned by the Company as treasury shares automatically shall be cancelled and shall cease to exist and no consideration shall be delivered in exchange therefor. Each share of Company Capital Stock owned by Parent, Merger Sub or any direct or indirect parent entity or Subsidiary of Parent or Merger Sub, as of the Effective Time shall be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto.

(b) Conversion of Company Stock. Each share of Company Stock that is issued and outstanding immediately prior to the Effective Time (other than any shares of Company Stock to be cancelled pursuant to Section 3.1(a) and any Appraisal Shares) shall be cancelled and extinguished and be converted into the right of the holder thereof to receive (i) an amount in cash, without interest, equal to the Applicable Per Share Amount, subject to the execution and delivery of a Letter of Transmittal by such Stockholder, and (ii) payment of such holder's Pro Rata Portion of the Post-Closing Merger Consideration, if and to the extent that any Post-Closing Merger Consideration is payable to the Participating Securityholders pursuant to this Agreement.

(c) Treatment of Outstanding Company Options. As of the Effective Time, each Outstanding Company Option (whether vested or unvested) shall, automatically and without any further action required on the part of any Person, be terminated, cancelled and converted into, and represent only, the right to receive an amount in cash, without interest, equal to (i) (A) the number of shares of Company Stock subject to such Outstanding Company Option, multiplied by (B) the excess of the Common Per Share Amount over the exercise price per share thereof, subject to the execution and delivery of an option

cancellation agreement, in substantially the form attached hereto as Exhibit H (an "Option Cancellation Agreement") by such Company Optionholder (the aggregate amount payable in respect of each such Outstanding Company Option, the "Closing Option Consideration") (such payment to be net of applicable withholding Taxes) and (ii) payment of such holder's Pro Rata Portion of the Post-Closing Merger Consideration, if and to the extent that any Post-Closing Merger Consideration is payable to the Participating Securityholders pursuant to this Agreement. The Company (including the board of directors or any committee thereof which governs or administers the Company Options and/or the Company Equity Plan) shall, prior to the Effective Time take or cause to be taken all actions, obtain all consents and provide all notices that may be reasonably necessary (whether under a Company Equity Plan or otherwise) to effectuate the provisions of this Section 3.1(c) and to terminate the Company Equity Plan and Company Options effective as of the Effective Time so that, following the Effective Time, there shall be no outstanding Company Options (whether or not such Company Options are vested) or obligations or Liabilities to any Company Optionholder, other than payment of the Closing Option Consideration and Post-Closing Merger Consideration as set forth in this Section 3.1(c). Notwithstanding anything to the contrary in this Agreement, with respect to Company Options for which the exercise price per share attributable to such Company Options is equal to or greater than the Common Per Share Amount, such Company Options will be cancelled without any cash payment being made in respect thereof.

(d) Treatment of Company Warrants. As of the Effective Time, each Outstanding Company Warrant (whether vested or unvested) shall, automatically and without any further action required on the part of any Person, be terminated and cancelled and converted into, and represent only, the right to receive an amount in cash, without interest, equal to (i)(A) the number of shares of Company Stock subject to such Company Warrant, multiplied by (B) the excess, if any, of the Applicable Per Share Amount of the Company Stock underlying such Company Warrant over the exercise price per share thereof, subject to the execution and delivery of a Warrant Cancellation Agreement, in substantially the form attached hereto as Exhibit I (a "Warrant Cancellation Agreement") by the Company Warrantholder (the "Closing Warrant Consideration") and (ii) payment of the Company Warrantholder's Pro Rata Portion of the Post-Closing Merger Consideration, if and to the extent that any Post-Closing Merger Consideration is payable to the Participating Securityholders pursuant to this Agreement. The Company shall, prior to the Effective Time take or cause to be taken all actions, obtain all consents and provide all notices that may be reasonably necessary to effectuate the provisions of this Section 3.1(d) and to terminate the Outstanding Company Warrants effective as of the Effective Time so that, following the Effective Time, there shall be no Outstanding Company Warrants (whether or not vested) or obligations or Liabilities to any Company Warrantholder, other than payment of the Closing Warrant Consideration and any applicable Post-Closing Merger Consideration as set forth in this Section 3.1(d).

(e) Appraisal Shares. Notwithstanding any provision of this Agreement to the contrary, each outstanding share of Company Stock held by a Stockholder who has not voted in favor of the Merger or consented thereto in writing and who has properly demanded appraisal for such shares in accordance with all of the relevant provisions of the DGCL (each share an "Appraisal Share"), shall not be converted into or represent a right to receive payments under Section 3.1(b). Holders of Appraisal Shares shall be entitled only to such rights as are granted by the applicable provisions of the DGCL; provided, however, that any holder of Appraisal Shares who, after the Effective Time, withdraws the demand for appraisal or loses the right of appraisal shall be deemed to be entitled, as of the Effective Time, to receive the amounts payable with respect to such Appraisal Shares under Section 3.1(b), as applicable, subject to the terms of this ARTICLE III. Prior to the Effective Time, the Company shall provide Parent prompt notice of any written demands for appraisal or payment of the fair value of any shares of Company Stock, the withdrawal of such demands and any other related instruments served pursuant to the DGCL and received by the Company. The Company shall provide Parent the opportunity to reasonably participate in, but not control, all negotiations and proceedings with respect to demands for appraisal under the DGCL. The Company shall not make any payment with respect to, or settle or offer to settle, any demand for

appraisal with respect to Appraisal Shares without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed). The Company will use its reasonable best efforts to enforce any contractual waivers that stockholders of the Company have granted regarding appraisal rights that would apply to the Contemplated Transactions.

Section 3.2 Payment at Closing; Escrow; Transaction Expenses and Indebtedness.

(a) At the Closing, Parent shall pay (or cause to be paid) to the Paying Agent a cash amount, by wire transfer of immediately available funds to an account designated by the Paying Agent prior to Closing, equal to the Estimated Aggregate Consideration Amount (less (i) the Closing Option Consideration payable in respect of Employee Options pursuant to Section 3.1(c), and (ii) the amount owed on account of Appraisal Shares), for distribution in accordance with Section 3.3 to the Participating Securityholders (other than Company Optionholders in respect of Employee Options).

(b) At the Closing, Parent shall pay (or cause to be paid) to the Company a cash amount, by wire transfer of immediately available funds to an account designated by the Company prior to Closing, equal to the portion of the Closing Option Consideration payable to Company Optionholders in respect of all Employee Options, for distribution to the Company Optionholders in respect of Employee Options through the Company's payroll system (such payment to be net of applicable withholding Tax).

(c) At the Closing, Parent shall deposit (or cause to be deposited) with Acquiom Clearinghouse LLC, a Delaware limited liability company (the "Escrow Agent") (i) an amount equal to Adjustment Escrow Amount and (ii) an amount in cash equal to the Indemnity Escrow Amount (together with the Adjustment Escrow Amount, the "Escrow Amount"), which shall be held in trust in a separate account (the "Escrow Account") pursuant to the terms of the Escrow Agreement. To the extent any amount becomes payable out of the Escrow Account to the Participating Securityholders, the Seller Representative and Parent shall instruct the Escrow Agent to distribute (A) to the Paying Agent, for further distribution to each Participating Securityholder, with respect to the portion of the Escrow Amount to be paid in respect of shares of Company Stock, Company Warrants or Company Options (other than Employee Options), such Participating Securityholder's Pro Rata Portion of such amount and (B) to the Company, with respect to the portion of the Escrow Amount to be paid in respect of Employee Options, and Parent shall cause the Surviving Corporation to distribute to such Participating Securityholders in respect of Employee Options, the Pro Rata Portion of such amount through the Surviving Corporation's payroll system on the first normal payroll date of the Surviving Corporation following such deposit (such payment to be net of applicable withholding Taxes).

(d) At the Closing, Parent shall deposit (or cause to be deposited) with the Seller Representative (as directed in writing by the Seller Representative at least three Business Days prior to the Closing) the Reserve Amount. To the extent any amount becomes payable out of the Reserve Account to the Participating Securityholders pursuant to Section 7.5(e), the Seller Representative shall remit (A) to the Paying Agent, for further distribution to each Participating Securityholder, the portion of the Reserve Amount to be paid in respect of shares of Company Stock, Company Warrants, or Company Options (other than Employee Options), and Parent shall cause the Paying Agent to distribute such Participating Securityholder's Pro Rata Portion of such amount and (B) to the Surviving Corporation, the portion of the Reserve Amount to be paid in respect of Employee Options, and Parent shall cause the Surviving Corporation to distribute to such Participating Securityholders in respect of Employee Options, the Pro Rata Portion of such amount through the Surviving Corporation's payroll system on the first normal payroll date of the Surviving Corporation following such deposit (such payment to be net of applicable withholding Taxes).

(e) At the Effective Time, Parent will pay (or cause to be paid) the amount of the Estimated Company Transaction Expenses payable to each payee thereof by wire transfer of immediately available funds to such payee's account as specified in written instructions delivered to Parent by the Company at least three Business Days prior to the Closing; provided, however, that any Estimated Company Transaction Expenses payable to Company Associates shall be deposited with the Company and paid through the payroll system of the Surviving Corporation within five Business Days following such deposit.

(f) At the Effective Time, Parent shall repay, or cause to be repaid, on behalf of the Company, all amounts necessary to discharge fully the then-outstanding balance of the Borrowed Money Indebtedness pursuant to the Payoff Letters.

(g) To the extent that a Securityholder does not deliver duly completed and validly executed Payment Documents or an Option Cancellation Agreement, as applicable, prior to the Closing, Parent, the Paying Agent or the Surviving Corporation, shall have the right to hold the portion of the Estimated Aggregate Consideration Amount payable to such Securityholder until such Payment Documents or Option Cancellation Agreement, as applicable, are executed and delivered in accordance with Section 3.3.

Section 3.3 Paying Agent; Exchange of Certificates; Payment Procedures.

(a) Paying Agent. The Parties hereby appoint Acquiom Financial LLC, a Colorado limited liability company (in its capacity as payments administrator, the "Paying Agent") for the purpose of distributing to the Participating Securityholders (other than in respect of Employee Options), the Applicable Per Share Amounts pursuant to Section 3.1(b)(i), the aggregate Closing Option Consideration payable in respect of Non-Employee Options pursuant to Section 3.1(c)(i), and the aggregate Closing Warrant Consideration pursuant to Section 3.1(d)(i), respectively, in accordance with and subject to the terms and conditions set forth in the Paying Agent Agreement.

(b) Payment Procedures.

(i) No later than ten Business Days after the date hereof, the Company and/or Parent shall cause each Participating Securityholder (other than holders of Employee Options) to be provided with a Letter of Transmittal, including instructions for use in surrendering stock certificates (to the extent the applicable shares of Company Stock are certificated) and surrender of the Company Warrants. Upon surrender by a Participating Securityholder of a Letter of Transmittal duly executed and completed in accordance with its terms and such other documents required pursuant to the Letter of Transmittal (collectively, the "Payment Documents"), at the Closing (in the case of Payment Documents duly completed and delivered at least three Business Days prior to the Closing) or, if after the Closing, within three Business Days following receipt of any additional duly executed and completed Payment Documents, the Paying Agent shall cause each such Participating Securityholder to be paid the amounts under Section 3.1(b)(i), Section 3.1(c)(i), or Section 3.1(d)(i), as applicable, that are payable with respect to the applicable shares of Company Stock, Non-Employee Options, and Company Warrants, it being understood that any holder of Non-Employee Options shall be required to deliver an Option Cancellation Agreement prior to receiving any payment hereunder.

(ii) Upon delivery by a Company Optionholder who holds Employee Options of an Option Cancellation Agreement duly executed and completed in accordance with its terms, within five Business Days of the date of Closing (in the case of an Option Cancellation Agreement duly completed and delivered at least three Business Days prior to the Closing), Parent shall cause the Surviving Corporation to distribute the applicable portion of the Closing Option Consideration payable to Employee Optionholders through the Surviving Corporation's payroll system on the first normal payroll date of the

Surviving Corporation that occurs after the Closing (and in any event within five Business Days following the Closing) (or in the case of an Option Cancellation Agreement duly completed and delivered after the Closing, Parent shall cause the Surviving Corporation to make such distribution to the applicable Company Optionholder through the Surviving Corporation's payroll system on the first normal payroll date of the Surviving Corporation following such completion and delivery).

(iii) At least three Business Days prior to the Closing, the Company shall deliver to Parent and the Paying Agent a schedule setting forth with respect to each Securityholder (the "Payment Schedule"): (A) the name, address of record and e-mail address (if available) of such Securityholder, (B) whether such holder is a current or former employee of the Company, (C) the total number and type of shares of Company Stock held by such Securityholder as of immediately prior to the Effective Time and the Applicable Per Share Amount for each such share of Company Stock, and, with respect to any Company Options and Company Warrants, the number (and type) of shares of Company Stock subject to such Company Options and Company Warrants, the exercise price thereof (as applicable) and the Applicable Per Share Amount for each such Company Option and Company Warrant, as well as with respect to any Company Options, the portion of such Company Options which are Employee Options or Non-Employee Options, as applicable, (D) the net portion of the Estimated Aggregate Consideration Amount payable (without regard to Tax withholding) to such Securityholder at the Closing with respect to the shares of Company Stock, Company Options and/or Company Warrants held by such Securityholder, (E) the portion of such Securityholder's proceeds referenced in the preceding clause (D) that are to be delivered by Parent to the Seller Representative to fund the Reserve Amount, (F) the portion of such Securityholder's proceeds referenced in the preceding clause (D) that are to be delivered by Parent to the Escrow Agent to fund the Adjustment Escrow Amount and Indemnity Escrow Amount, respectively, and (G) each Securityholder's Pro Rata Portion. The Payment Schedule shall be prepared and determined in accordance with the certificate of incorporation of the Company (including the liquidation waterfall set forth therein), Company Options, Company Warrants and Company Equity Plans. Notwithstanding anything to the contrary in this Agreement or any knowledge possessed or acquired by or on behalf of Parent, Merger Sub or any of their respective Affiliates, Parent, Merger Sub and, following the Closing, the Surviving Corporation and their respective Affiliates shall be entitled to conclusively and definitively rely on, without any obligation to investigate or verify the accuracy, innaccuracy or correctness thereof, and without any liability, the allocation of proceeds set forth in the Payment Schedule as of the Closing, which shall be binding on and enforceable against the Securityholders.

(c) No Further Ownership Rights in Company Stock. From and after the Effective Time, the share transfer books of the Company shall be closed and there shall be no further registration of transfers on the share transfer books of the Surviving Corporation of the Company Stock that was outstanding immediately prior to the Effective Time.

(d) Withholding Rights. Parent, the Paying Agent, the Escrow Agent, the Company (including the Surviving Corporation) and its Subsidiaries, as applicable, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code and the rules and Treasury Regulations promulgated thereunder, or any provision of state, local or foreign Tax laws or other Applicable Law. To the extent that amounts are so withheld and are timely paid to the applicable taxing authority or other applicable Person in accordance with Applicable Law, such withheld and paid amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction, withholding and payment was made by Parent, the Paying Agent, the Escrow Agent or the Company, as applicable. Notwithstanding the foregoing, the parties acknowledge that payments made to Company Optionholders described in Section 3.2(b) shall be paid through the Company's payroll system, as set forth in that Section. Any Tax withholding with respect to a Securityholder's deemed receipt

at Closing of its proportionate share of the Reserve Amount shall be satisfied from such Securityholder's share of the Estimated Aggregate Consideration Amount and shall not reduce the Reserve Amount.

(e) Termination of the Payment Fund. Any portion of the amounts paid by Parent to the Paying Agent pursuant to Section 3.3 for payment to the Securityholders (the "Payment Fund") which remains undistributed to the Securityholders on the date that is one year after the Effective Time shall be delivered to Parent or the Surviving Corporation (at the direction of Parent), and any Securityholders who have not theretofore complied with this ARTICLE III shall thereafter look only to the Surviving Corporation (as general unsecured creditors thereof) for their respective portion of the Aggregate Consideration Amount and any other amounts payable under this ARTICLE III, and the Surviving Corporation shall, upon the request of any such former Securityholder after complying with the requirements set forth in this ARTICLE III, including delivery of any Payment Documents, promptly pay to such former Securityholder the portion of the Aggregate Consideration Amount to which such former Securityholder is entitled pursuant to Section 3.1. None of Parent, Merger Sub, the Company, the Surviving Corporation, Seller Representative or the Paying Agent shall be liable to any Person in respect of any Aggregate Consideration Amount and any other amounts payable under this ARTICLE III from the Payment Fund delivered to a public official pursuant to and in full compliance with any applicable abandoned property, escheat or similar Applicable Law.

Section 3.4 Purchase Price Adjustment.

(a) The Company shall deliver to Parent, at least three Business Days prior to the Closing Date, a statement of the Company (the "Company Closing Statement") certifying in reasonable detail the Company's good faith estimates of (i) the Closing Net Working Capital Amount (the "Estimated Net Working Capital Amount"), the Closing Cash (the "Estimated Closing Cash"), Closing Indebtedness (the "Estimated Closing Indebtedness") and Company Transaction Expenses (the "Estimated Company Transaction Expenses"), and (ii) the Estimated Aggregate Consideration Amount based thereon, in each case including the components thereof. The Estimated Aggregate Consideration Amount shall be subject to adjustment as set forth in this Section 3.4. The Company shall consider in good faith any of Parent's comments on the Company Closing Statement.

(b) As soon as reasonably practicable, but no later than 90 days following the Closing Date, Parent shall, at its expense, cause to be prepared and delivered to the Seller Representative a statement (the "Closing Date Schedule") setting forth in reasonable detail Parent's good faith calculation of (i) the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and Company Transaction Expenses and (ii) the Aggregate Consideration Amount based thereon, including in each case the components thereof. If Parent does not deliver the Closing Date Schedule to Seller Representative prior to the expiration of such 90 day period, the Company's calculation of the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and Company Transaction Expenses and the Estimated Aggregate Consideration Amount based thereon, in each case as set forth in the Company Closing Statement, shall be deemed final and binding on Parent and the Surviving Corporation, the Seller Representative and each Securityholder for all purposes of this Agreement.

(c) Review; Disputes.

(i) From and after the Effective Time, Parent and the Surviving Corporation shall provide the Seller Representative and any accountants or advisors retained by the Seller Representative with reasonable access (during normal business hours and without material interference to the operations of the Surviving Corporation) to the books, records and personnel of the Surviving Corporation for the purpose of enabling the Seller Representative to review Parent's calculation of, the

Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and Company Transaction Expenses.

(ii) If the Seller Representative disputes the calculation of any of the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness or Company Transaction Expenses set forth in the Closing Date Schedule, then the Seller Representative shall deliver a written notice (a "Dispute Notice") to Parent at any time during the 30 day period commencing upon receipt by the Seller Representative of the Closing Date Schedule (the "Review Period"). The Dispute Notice shall set forth the basis for the dispute of any such calculation in reasonable detail and Seller Representative's calculation of each disputed amount.

(iii) If the Seller Representative does not deliver a Dispute Notice to Parent prior to the expiration of the Review Period, Parent's calculation of Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses set forth in the Closing Date Schedule shall be deemed final and binding on Parent and the Surviving Corporation, the Seller Representative and each Securityholder for all purposes of this Agreement.

(iv) If the Seller Representative delivers a Dispute Notice to Parent prior to the expiration of the Review Period, then the Seller Representative and Parent shall use commercially reasonable efforts to reach agreement on the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses that are in dispute. If the Seller Representative and Parent are unable to reach agreement on the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses that are in dispute within 20 days after the end of the Review Period, either party shall have the right to refer such dispute to Duff & Phelps (such firm, or any successor thereto, being referred to herein as the "Designated Accounting Firm"). In connection with the resolution of any such dispute by the Designated Accounting Firm: (A) each of the Seller Representative and Parent shall have a reasonable opportunity to meet with the Designated Accounting Firm to provide its views as to any disputed issues with respect to the calculation of any of the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses; provided, that none of Seller Representative, Parent, or any of their respective Affiliates or Representatives shall have any *ex parte* communications or meetings with the Designated Accounting Firm regarding the subject matter hereof without the other party's prior written consent; (B) each of the Seller Representative and Parent shall promptly provide, or cause to be provided, to the Designated Accounting Firm all information and make available as are reasonably necessary to permit the Designated Accounting Firm to resolve such disputes; (C) the Designated Accounting Firm shall determine the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses in accordance with the terms of this Agreement within 30 days after such referral, and upon reaching such determination shall deliver a copy of its calculations (the "Expert Calculations") to the Seller Representative and Parent; and (D) the determination made by the Designated Accounting Firm of the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses that are in dispute shall be conclusive, binding upon the Parties, nonappealable, and not be subject to further review, and shall be considered a final arbitration award that is enforceable pursuant to the terms of the Federal Arbitration Act. In calculating the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and Company Transaction Expenses, the Designated Accounting Firm: (1) shall be limited to addressing only those particular disputed items referred to in the Dispute Notice and will have no authority to make any adjustments to any financial statements or amounts other than any items on the Dispute Notice which Parent and the Seller Representative dispute; and (2) such calculation shall, with respect to any disputed item, be no greater than the higher amount calculated by Parent or the Seller Representative, as the case may be, and no lower than the lower amount calculated by Parent or the Seller Representative, as the case may be. The Expert Calculations shall reflect in detail the differences, if any, between the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses reflected therein and

the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and/or Company Transaction Expenses set forth in the Closing Date Schedule. The fees and expenses of the Designated Accounting Firm shall be allocated between Parent, on the one hand, and the Participating Securityholders, on the other hand, based upon the percentage which the portion of the contested amount not awarded to each party bears to the amount actually contested by such party. If the Participating Securityholders shall be required to pay any such fees or expenses, such fees or expenses shall be paid out of the Reserve Amount.

(d) If (x) the Aggregate Consideration Amount based on the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and Company Transaction Expenses, each as finally determined pursuant to this Section 3.4, exceeds (y) the Estimated Aggregate Consideration Amount (such excess, the "Excess Amount"), then:

(i) Parent shall, no later than five Business Days after such determination, cause to be paid to (A) the Paying Agent for distribution to each Participating Securityholder (other than in respect of Employee Options), such Participating Securityholder's Pro Rata Portion of such Excess Amount and (B) the Company, for distribution, with respect to the portion of the Excess Amount to be paid in respect of Employee Options, to the Participating Securityholders that are holders of Employee Options, their Pro Rata Portion of such Excess Amount, in each case, by delivery of immediately available funds; and

(ii) Parent and the Seller Representative shall instruct the Escrow Agent to distribute the entire Adjustment Escrow Amount for the benefit of the Participating Securityholders in accordance with Section 3.2(c).

(e) If (x) the Aggregate Consideration Amount based on the Closing Net Working Capital Amount, Closing Cash, Closing Indebtedness and Company Transaction Expenses, each as finally determined pursuant to this Section 3.4 is less than (y) the Estimated Aggregate Consideration Amount (such difference, the "Shortfall Amount"), then Parent and the Seller Representative shall, no later than five Business Days after such determination, instruct the Escrow Agent to pay to Parent, out of the balance of the Escrow Account attributable to the Adjustment Escrow Amount, an amount equal to such Shortfall Amount (provided that, at Parent's election, the excess (if any) of such Shortfall Amount over the Adjustment Escrow Amount may be paid out of the balance of the Indemnity Escrow Amount). In the event that the Shortfall Amount is less than the Adjustment Escrow Amount, Parent and the Seller Representative shall instruct the Escrow Agent to distribute from the balance of the Escrow Account an amount that is equal to the Adjustment Escrow Amount minus the Shortfall Amount in accordance with Section 3.2(c). For the avoidance of doubt, recovery by Parent out of the Escrow Account pursuant to this Section 3.4 shall be the sole and exclusive remedy of the Indemnified Parties for any Shortfall Amount.

(f) Any payments made pursuant to Section 3.4 shall constitute an adjustment of the Aggregate Consideration Amount for Tax purposes and shall be treated as such by the Parties on their Tax Returns to the extent permitted by Applicable Law.

Section 3.5 Deliveries at the Closing.

(a) Deliveries by the Company. At or prior to the Closing, the Company shall deliver, or caused to be delivered, to Parent, the following:

(i) a certificate dated as of the Closing Date, duly executed by the Secretary of the Company, certifying as to an attached copy of (A) the resolutions of the board of directors of the Company authorizing and approving the execution, delivery and performance of, and the consummation of the Contemplated Transactions and (B) the executed stockholder consent evidencing the Stockholder

Approval, and stating that such resolutions and Stockholder Approval have not been amended, modified, revoked or rescinded;

(ii) a statement from the Company, signed by an authorized officer of the Company, that the Company is not, and has not been on any determination date (as specified in Treasury Regulations Section 1.897-2(c)) during the five years preceding the date of such statement, a "United States real property holding corporation", as defined in Section 897(c)(2) of the Code, such statement in form and substance reasonably satisfactory to Parent and conforming to the requirements of Treasury Regulations Section 1.1445-2(c)(3) and 1.897-2(h), and a notice of such statement to be delivered by Parent to the IRS on behalf of the Company in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2);

(iii) the Payment Schedule pursuant to Section 3.3(b);

(iv) the Company Closing Statement pursuant to Section 3.4(a);

(v) the Payoff Letters in accordance with Section 6.7;

(vi) the resignations of the directors and officers of the Acquired Companies set forth on Section 3.5(a)(vi) of the Disclosure Schedule, effective as of the Effective Time; and

(vii) each of the Escrow Agreement and the Paying Agent Agreement duly executed by the Seller Representative.

(b) Deliveries by Parent. At or prior to the Closing, Parent shall deliver, or caused to be delivered the following:

(i) each of the Escrow Agreement and the Paying Agent Agreement duly executed by Parent and the Escrow Agreement and the Paying Agent, as applicable.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANY

The Company hereby represents and warrants to Parent, in each case except as set forth on the Disclosure Schedule, as follows.

Section 4.1 Organization. The Company is duly incorporated, validly existing and in good standing under the Applicable Law of its jurisdiction of organization. The Company is duly qualified to do business and in good standing (or its equivalent) in each jurisdiction in which it conducts Business and is required to so qualify, except where the failure to so qualify does not constitute a Material Adverse Effect. The Company has all requisite power and authority necessary to own, lease, operate and use its Assets and carry on the Business. The Company has provided Parent with true and correct copies of the Organizational Documents of the Company (including all amendments thereto). The Company is not in breach or violation of any provision of its Organizational Documents.

Section 4.2 Power and Authorization The Company has all requisite corporate power and authority necessary for the execution, delivery and performance by it of this Agreement and each Ancillary Agreement to which the Company is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party and to consummate the Contemplated Transactions, subject only to the delivery of the Stockholder Approval. The Stockholder Approval is the only vote of any class or series of the Company Stock required to approve this Agreement and consummate the Contemplated Transactions, including the Merger. The Company has duly authorized by all necessary action the execution, delivery

and performance of this Agreement and each such Ancillary Agreement and the consummation of the Contemplated Transactions (subject only to the delivery of the Stockholder Approval). This Agreement and each Ancillary Agreement to which the Company is a party (a) have been (or, in the case of such Ancillary Agreements to be entered into at Closing, will be when executed and delivered) duly executed and delivered by the Company and (b) is (or in the case of such Ancillary Agreements to be entered into at the Closing, will be when executed and delivered) a legal, valid and binding obligation of the Company, Enforceable against the Company in accordance with their respective terms.

Section 4.3 Authorization of Governmental Authorities. No action by (including any Consent of), or in respect of, or filing with, any Governmental Authority is required by or on behalf of any Acquired Company or in respect of any Acquired Company, the Business or any Assets of the Acquired Companies for, or in connection with, (a) the valid and lawful authorization, execution, delivery and performance by the Company of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party or (b) the consummation of the Contemplated Transactions, except for filing of the Certificate of Merger, and such actions or filings that the failure to take or make, as the case may be, would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Companies, taken as a whole.

Section 4.4 Noncontravention. None of the authorization, execution, delivery or performance by the Company of this Agreement or any Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party, nor the consummation of the Contemplated Transactions, will:

(a) assuming the taking of each action by (including the obtaining of each necessary Consent), or in respect of, and the making of all necessary filings with, Governmental Authorities, result in any material respect in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any Applicable Law applicable to any Acquired Company, the Business or any Assets of the Acquired Companies;

(b) conflict with, result in any material respect in a breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in termination of, or accelerate the performance required by, any of the terms, conditions or provisions of (i) any Disclosed Contractual Obligation or (ii) the Organizational Documents of any Acquired Company; or

(c) result in the creation of any Encumbrance (other than Permitted Encumbrances) on any Assets of an Acquired Company.

Section 4.5 Subsidiaries. Section 4.5 of the Disclosure Schedule sets forth the name of each Subsidiary of the Company, such Subsidiary's jurisdiction of incorporation or formation and the record ownership as of the date hereof of all Equity Interests issued by such Subsidiary. All of the Company's Subsidiaries are wholly owned by the Company, duly organized, validly existing and in good standing under the laws of the jurisdiction in which such Subsidiary is formed (to the extent such concept in recognized in such jurisdiction) and are duly qualified to conduct business under the Applicable Laws of each jurisdiction listed on Section 4.5 of the Disclosure Schedule. Each of the Subsidiaries is qualified to do business as a foreign corporation (or equivalent) under the laws of all jurisdictions where the nature of its business requires such qualification, except where the failure to so qualify would not constitute a Material Adverse Effect. No Subsidiary of the Company is in default under or in violation of any provision of its Organizational Documents.

Section 4.6 Capitalization of the Company.

(a) Authorized and Outstanding Equity Interests. The authorized capital stock of the Company consists of (i) 120,000,000 shares of Company Common Stock, of which 17,598,347 shares are issued and outstanding as of the date of this Agreement and (ii) 75,475,255 shares of Company Preferred Stock, of which (A) 20,944,196 shares are designated as Company Series A Stock, 20,943,850 of which are issued and outstanding as of the date of this Agreement, (B) 19,331,701 shares are designated as Company Series B Stock, all of which are issued and outstanding as of the date of this Agreement, (C) 26,408,168 shares are designated as Company Series C Stock, 25,664,827 of which are issued and outstanding as of the date of this Agreement and (D) 8,791,190 shares are designated as Company Series Seed Stock, all of which are issued and outstanding as of the date of this Agreement. As of the date hereof, the Company has reserved (i) 6,224,658 shares of Company Common Stock, 346 shares of Company Series A Stock and 320,000 shares of Company Series C Stock for issuance upon exercise of the Company Warrants and (ii) 12,671,699 shares of Company Common Stock for issuance pursuant to the exercise of outstanding Company Options, all of which were granted pursuant to and in accordance with a Company Equity Plan. The Company does not hold shares of its capital stock (or other Equity Interests) in its treasury. All of the outstanding shares of capital stock of the Company have been duly authorized, validly issued and are fully paid and non-assessable. The outstanding shares of the Company Preferred Stock and Company Common Stock are held of record by the Persons, and in the amounts, set forth on Section 4.6(a)(i) of the Disclosure Schedule. Section 4.6(a)(ii) of the Disclosure Schedule sets forth all of the Company Options and Company Warrants and the vesting dates, amounts and holders thereof.

(b) Encumbrances on Equity Interests, etc. Except as set forth on Section 4.6(b) of the Disclosure Schedule (i) there are no preemptive rights or other similar rights in respect of any Equity Interests in the Company, (ii) there are no Encumbrances on, or other Contractual Obligations of the Company (including options, warrants, subscriptions, calls, rights, convertible securities, commitments or agreements of any character) relating to, the ownership, disposition, redemption, repurchase, transfer or voting of any Equity Interests in the Company or obligating the Company to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any Equity Interests of the Company, (iii) except for the Contemplated Transactions, there is no Contractual Obligation of the Company which obligates the Company to purchase, redeem or otherwise acquire or make any payment (including any dividend or distribution) in respect of, any Equity Interest in the Company, (iv) there are no existing rights with respect to registration under the Securities Act of 1933, as amended, of any Equity Interests in the Company and (v) the Company has not violated any securities Laws in connection with the offer, sale or issuance of its shares of capital stock or other Equity Interests.

(c) Equity Participation. Except for the Company Equity Plans and the Company Warrants, the Company does not sponsor or maintain any stock option plan, equity plan, restricted stock plan or any other plan or agreement providing for equity compensation or profit participation features (whether contingent or otherwise) to any Person. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, contingent value or other similar rights with respect to the Company or any of its Subsidiaries.

(d) Payment Schedule. The Payment Schedule when delivered to Parent will be, prepared in accordance with the payment priorities and economic rights set forth in (i) the liquidation waterfall set forth in the Company's Organizational Documents, (ii) the Company Equity Plans and (iii) the contractual terms of the Company Options and the Company Warrants.

Section 4.7 Financial Matters.

(a) Financial Statements. Attached to Section 4.7(a) of the Disclosure Schedule is each of the following (the "Financials"): (i) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2017 and December 31, 2018 and the related unaudited consolidated

statements of income and cash flows for the fiscal years then ended; and (ii) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of March 31, 2019 (the "Balance Sheet Date"), and the related unaudited consolidated statements of income and cash flows for the three months then ended (the "Interim Financial Statements"). The Acquired Companies have maintained systems of internal accounting controls sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of their financial statements. The Acquired Companies have implemented disclosure controls and procedures designed to ensure that material information is made known to the management of the Company. The books and records of the Acquired Companies have been maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements and reflect only actual transactions.

(b) Compliance with GAAP. The Financials (including any notes thereto) have been prepared in accordance with the books and records of the Acquired Companies and GAAP, consistently applied and fairly present, in all material respects, the financial position and results of the operations of the Company and its Subsidiaries as of the times and for the periods referred to therein in accordance with GAAP (subject, in each case, in the case of the Interim Financial Statements, to the absence of footnotes and to normal year-end adjustments, none of which are or would be material if included).

(c) Undisclosed Liabilities. Except as set forth in Section 4.7(c) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries has any Liabilities, except for Liabilities (i) accrued or specifically reserved against as Liabilities on the Financials, (ii) that have arisen since the Balance Sheet Date in the Ordinary Course of Business, (iii) incurred in connection with the Contemplated Transactions that constitute Company Transaction Expenses, and (iv) any executory contractual obligations under the Disclosed Contractual Obligations or other Contracts that have been made available to Parent or entered into in the Ordinary Course of Business.

Section 4.8 Absence of Certain Developments. Since the Balance Sheet Date (a) there has not been any change, development, condition or event that constitutes a Material Adverse Effect and (b) the Company has not taken any actions that, had such actions been taken after the date of this Agreement, would have required the written consent of Parent pursuant to Section 6.2(b).

Section 4.9 Assets. The Acquired Companies have good and valid title to, or, in the case of property held under a lease or other Contractual Obligation, an Enforceable leasehold interest in, or adequate rights to use, all of the material tangible properties, tangible rights and tangible Assets, whether real or personal, that are used in the operation of the Business. None of such material owned Assets is subject to any material Encumbrance other than a Permitted Encumbrance.

Section 4.10 Real Property.

(a) Section 4.10(a) of the Disclosure Schedule sets forth a list of the addresses of all real property leased, subleased or licensed by an Acquired Company (the "Leased Real Property"). Section 4.10(a) of the Disclosure Schedule also identifies, with respect to each Leased Real Property, each lease, sublease, or other Contractual Obligation under which such Leased Real Property is occupied or used, including all amendments, modifications and guarantees related thereto (collectively, the "Leases").

(b) The Company has made available to Parent accurate and complete copies of each Lease listed on Section 4.10(a) of the Disclosure Schedule, in each case, as amended or otherwise modified and in effect. Each Lease required to be disclosed on Section 4.10(a) of the Disclosure Schedule is Enforceable against the Acquired Company party thereof and, to the Company's Knowledge, each other party to such Lease. Neither the Acquired Company party thereto nor, to the Company's Knowledge, any other party to any such Lease is, in any material respect, in breach or violation of, or default under, or has

repudiated any material provision of, any such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under any such Lease. No Acquired Company has subleased, licensed or otherwise granted any Person the right to use or occupy all or any portion of the leased real property subject to the Leases. The Leased Real Property is in good operating condition and sufficient for the operation of the Business as conducted thereon.

(c) The Leased Real Property comprises all of the real property used in the operation of the Business.

Section 4.11 Intellectual Property.

(a) Scheduled Intellectual Property Rights. Section 4.11(a) of the Disclosure Schedule identifies all (i) patents, patent applications, registered trademarks and copyrights, applications for trademark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor, owned by, or registered with a Governmental Authority in the name of, an Acquired Company (collectively, the "Company Registrations"), the jurisdiction(s) in which any of the foregoing has been issued or registered or in which any application for such issuance and registration has been filed or the jurisdiction in which any other filing or recordation has been made, and (ii) a description of all material Software owned or purported to be owned by an Acquired Company. Each of the Company Registrations is valid, subsisting and enforceable. The Acquired Companies solely and exclusively own all rights, title, and interests in and to each Company Registration and all other Intellectual Property Rights used in or necessary for the conduct of the Business, or incorporated or embedded into the Company Products, free and clear of any Encumbrance other than Permitted Encumbrances, except with respect to Intellectual Property Rights licensed to the Acquired Companies, all of which is licensed pursuant to a valid and enforceable written agreement.

(b) Infringement. (i) None of the Acquired Companies has received any written charge, complaint, claim, demand, or notice (x) alleging infringement, misappropriation, dilution or other violation of the Intellectual Property Rights of any Person, or (y) challenging the ownership by the Acquired Companies of or the validity or enforceability of any Owned IP; and (ii) neither the conduct of the Business nor any of the Acquired Companies are infringing, misappropriating, diluting or otherwise violating, or in the past three years, have infringed, misappropriated or otherwise violated, the Intellectual Property Rights of any Person. To the Company's Knowledge, no Person has infringed, misappropriated, diluted or otherwise violated, and, to the Company's Knowledge, no Person is infringing, misappropriating, diluting or otherwise violating any Company Intellectual Property Rights. Except as set forth on Section 4.11(b) of the Disclosure Schedule, none of the Acquired Companies has sent any charge, complaint, claim, demand, or notice alleging interference, infringement, dilution, misappropriation, or violation of any Owned IP.

(c) IP Contractual Obligations. Section 4.11(c) of the Disclosure Schedule identifies each Contractual Obligation (i) pursuant to which any Intellectual Property Rights are licensed, sold, assigned, or otherwise conveyed or provided to an Acquired Company, where such right is still in effect, other than (A) non-disclosure agreements entered into in the Ordinary Course of Business, (B) agreements between an Acquired Company and its employees that are on the Acquired Company's standard form of employee proprietary information and inventions assignment agreement, (C) non-exclusive licenses to Off-The-Shelf Software and (D) Open Source Materials identified on Section 4.11(e) of the Disclosure Schedule (item (i), the "Inbound IP Contractual Obligations") and (ii) under which an Acquired Company has granted to any Person any right, title or interest in any Company Intellectual Property Rights (including any right to use any item of Company Technology as a service, settlement agreements and covenants not to sue), other than any non-disclosure agreements entered into in the Ordinary Course of Business and non-exclusive licenses granted to customers in the Ordinary Course Of Business (item (ii), the "Outbound IP

Contractual Obligations," and, together with the Inbound IP Contractual Obligations, the "IP Contractual Obligations").

(d) Employees and Contractors. Each of the Acquired Companies has used commercially reasonable efforts to enforce, protect and maintain the Company Intellectual Property Rights, including to maintain the confidentiality of all trade secrets, know-how and other confidential and proprietary information included in the Owned IP. An Acquired Company has entered into written confidentiality agreements and written proprietary rights agreements with each of the Company Associates who have participated in the development of Owned IP providing for the Acquired Companies' ownership of all Technology, inventions and other Intellectual Property Rights created or developed by Company Associates who have been involved in the development of such Owned IP within the scope of their employment or engagement. No current or former Company Associate has breached any such Contractual Obligation or has any claim, right or interest to or in any Owned IP.

(e) Open Source. (i) Section 4.11(e) of the Disclosure Schedule identifies all Software (in source or object code form) licensed under a license commonly referred to as an open source, free software, copyleft or community source code license (including any library or code licensed under the GNU General Public License, GNU Lesser General Public License, GNU Affero GPL (AGPL), Apache Software License, or any other public source code license arrangement) ("Open Source Materials") and contained in or distributed with the Company Products or Company Intellectual Property Rights. The Acquired Companies are in material compliance with the terms and conditions of all licenses for the Open Source Materials disclosed under Section 4.11(e) of the Disclosure Schedule. (ii) No Open Source Materials are contained in, distributed or made available with, or used in the development of the Company Products in a manner that (A) requires the Acquired Companies to license, redistribute, disclose or otherwise make generally available any material portion of Software (apart from such Open Source Materials in their unmodified form); (B) except as set forth on the Disclosure Schedule through a reference to the applicable license, creates obligations for the Acquired Companies to grant, or purport to grant, to any third party any rights or immunities under any Intellectual Property Rights (including any patent non-asserts or patent licenses); (C) imposes any present economic limitations on the commercial exploitation of any Company Products; (D) imposes a requirement that any other licensee of a Company Product be permitted to modify, make derivative works of, or reverse-engineer any material part of a Company Product (apart from such Open Source Materials in their unmodified form); or (E) creates or imposes a material restriction or restraint on the Acquired Company's ability to use, distribute, or make available any of the Company Products (apart from such Open Source Materials in their unmodified form).

(f) Software and Systems. The Company Systems function in accordance with their specifications without material defects or errors when used in accordance with such specifications and related documentation. The Company Products and the Software that is currently offered for license by the Company as a generally available product that were developed by or on behalf of and owned by the Acquired Companies function in all material respects as necessary for the operation of the conduct of the Business and offerings of the Company, as marketed by the Company, and as required by any Contractual Obligations of the Acquired Companies to customers. None of the Company Systems contain any (i) virus, Trojan Horse, worm or other software routines or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, (ii) back door, time bomb, drop dead device or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than the user of the program, or (iii) other malicious code that is intended to disrupt or disable the software or any information technology system used in connection therewith. The Acquired Companies have taken reasonable precautions to protect the confidentiality, integrity and security of the Company Systems and all information stored or contained therein or transmitted thereby from any theft, corruption, loss or unauthorized use, access, interruption or modification by any Person, including maintaining commercially reasonable business continuity and

disaster recovery plans. There have been no failures, outages, breakdowns or continued substandard performance of any Company Systems which have caused the substantial disruption or interruption in or to the use of the Company Systems or the operation of the Business.

(g) Company Source Code. Except as set forth on Section 4.11(g) of the Disclosure Schedule, (i) no Acquired Company has disclosed, delivered, licensed, granted any right, made available or provided to any Person, or obligated themselves to disclose, deliver or license to any Person (including any escrow agent) or allowed any Person to access or use, any source code for any Software owned by the Acquired Companies or used in connection with the Company Products, other than Company Associates that have confidentiality obligations to the Acquired Companies with respect to such source code; (ii) no source code for any Software owned by the Acquired Companies has been placed in escrow; and (iii) no third Person owns, controls or has any right, title or interest in or to any source code of all Software included within the Owned IP. No event has occurred that (with or without notice or lapse of time) will, or would reasonably be expected to, result in the disclosure or delivery by any Acquired Company or any Person acting on their behalf to any third Person of any such source code.

(h) Privacy and Data Protection. The Acquired Companies comply and have complied, in all material respects, with (i) the Acquired Companies' own written data privacy and security policies, and applicable Privacy Laws, (ii) any privacy choices (including opt-out preferences) communicated to the Acquired Companies, and (iii) any Contractual Obligations to which an Acquired Company has entered or by which an Acquired Company is otherwise bound, including obligations relating to Personal Data contained in any written agreements,(the foregoing, collectively, the "Data Requirements"). The Acquired Companies have taken commercially reasonable measures to ensure that Personal Data Processed by or on behalf of the Acquired Companies is protected against loss, damage, and unauthorized access, use or modification. There has been no (A) material unauthorized use, disclosure, loss, destruction, compromise or modification of, or access to, any Personal Data, confidential or proprietary data, or any payment card data in any Acquired Company's possession or control, (B) actual or alleged material security breaches or intrusions into any Company Systems, or (C) action or circumstance requiring an Acquired Company to notify a Governmental Authority of a data security breach or violation of any Data Requirements. In the past three years, there has not been any written notice to, complaint against or audit, proceeding or investigation conducted or claim asserted with respect to, and no Person (including any Governmental Authority) has commenced any proceeding with respect to, loss, damage, or unauthorized access, use or modification of any Personal Data by or on behalf of the Acquired Companies, or compliance with, or violation of, any Data Requirements.

Section 4.12 Legal Compliance; Permits.

(a) The Acquired Companies are not, and at all times during the last three years have not been, in any material respect, in breach or violation of, or default under any Applicable Law.

(b) The Acquired Companies have been duly granted all material Permits necessary for the conduct of the Business by them and the ownership use and operation of their Assets. Such Permits are in full force and effect, and the Acquired Companies are not, in any material respect, in breach or violation of any such material Permit.

Section 4.13 Tax Matters.

(a) Each of the Acquired Companies has filed, or has caused to be filed on its behalf, all income and other material Tax Returns required to be filed by it (taking into account any extensions of the due date for filing), and all such Tax Returns are true, correct and complete in all material respects. All material Taxes that are due and owing by the Acquired Companies (whether or not shown on such Tax

Returns) have been paid in full. There are no material Encumbrances with respect to Taxes upon any Asset of the Acquired Companies other than Permitted Encumbrances. The Acquired Companies have withheld or collected and reported and paid over to the appropriate Governmental Authority all Taxes required to have been withheld or collected, reported and paid in connection with any amounts paid or owing to any employee, independent contractor, customer, creditor, stockholder or other third party.

(b) The Company has made available to Parent copies of all federal, state and local income Tax Returns filed with respect to the Acquired Companies for taxable periods ending on or after December 31, 2013.

(c) There is no current or pending claim, audit, examination or Action concerning any Tax Liability of the Acquired Companies, nor has any Acquired Company received written notice from any Governmental Authority of any request for any audit or other examination. There is no Tax deficiency outstanding, assessed or proposed in writing against an Acquired Company that has not been paid in full or otherwise settled. No Acquired Company has been notified in writing by any Governmental Authority in a jurisdiction in which such Acquired Company does not file Tax Returns that such Acquired Company is or may be subject to taxation by that jurisdiction.

(d) No Acquired Company has agreed to any waiver of any statute of limitations in respect of (i) Taxes or (ii) the filing of any Tax Return, in each case, that remains in effect, in each case, other than in connection with customary extensions of time for filing Tax Returns. No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings relating to material Taxes have been entered into or issued by any Governmental Authority with or in respect of an Acquired Company.

(e) No Acquired Company has been a member of an "affiliated group" within the meaning of Code Section 1504(a) filing a consolidated federal income Tax Return (other than a group the common parent of which was the Company). No Acquired Company has any liability for the Taxes of any other Person (other than an Acquired Company): (i) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Applicable Law), (ii) as a transferee or successor, or (iii) otherwise by operation of Applicable Law.

(f) The Acquired Companies are not a party to any Tax sharing, Tax indemnification, or Tax allocation agreement with any third party relating to allocating, indemnifying, or sharing the payment of, or liability for, Taxes that is currently in effect other than this Agreement and other than commercial contracts entered into in the ordinary course of business and that do not primarily relate to Taxes.

(g) The Acquired Companies have not participated in any "listed transaction," as defined under Treasury Regulations Section 1.6011-4(b)(2).

(h) The Company has not constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Code Section 355(a)(1)(A)) in a distribution of stock qualifying for tax-free treatment under Code Section 355 (i) in the two years prior to the date of this Agreement or (ii) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Code Section 355(e)) in conjunction with the transactions contemplated by this Agreement.

(i) No Acquired Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (A) change in method of accounting for a taxable period ending on or

prior to the Closing Date; (B) "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date; (C) intercompany transactions occurring at or prior to the Closing or any excess loss account in existence at Closing described in Treasury Regulations under Code Section 1502 (or any corresponding or similar provision of state, local or foreign income Tax law); (D) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (E) installment sale or open transaction disposition made on or prior to the Closing Date; (F) prepaid amount received or deferred revenue accrued, outside the ordinary course of business on or prior to the Closing Date; (G) election by the Company or any Subsidiary under Code Section 108(i); (H) ownership of "United States property" (as defined in Code Section 956(c)) prior to the Closing by a Subsidiary that is a "controlled foreign corporation" (within the meaning of Code Section 957(a)), or (I) Subsidiary that is a "controlled foreign corporation" (within the meaning of Code Section 957(a)) having "subpart F income" (within the meaning of Code Section 952(a)) prior to the Closing.

(j) No Acquired Company is subject to Tax in any country other than the country (or political subdivision thereof) in which it was organized by virtue of having a permanent establishment or other place of business in that jurisdiction.

(k) The Company and each of its Subsidiaries has properly (i) collected and remitted sales, use, valued added and similar Taxes with respect to sales or leases made or services provided to its customers and (ii) for all sales, leases or provision of services that are exempt from sales, use, valued added and similar Taxes and that were made without charging or remitting sales, use, valued added or similar Taxes, received and retained any appropriate Tax exemption certificates and other documentation qualifying such sale, lease or provision of services as exempt.

(l) Each Employee Plan, or other agreement or arrangement of the Acquired Companies that constitutes a "nonqualified deferred compensation plan" (as defined in Code Section 409A(d)(1)) has been operated and maintained, in form and operation, in accordance in all material respects with Code Section 409A and applicable guidance of the Department of Treasury and Internal Revenue Service; no amount under any such Employee Plan or other agreement or arrangement is or has been subject to the interest and additional tax set forth under Code Section 409A(a)(1)(B). No amount that could be received (whether in cash or property or the vesting of property) as a result of the consummation of the transactions contemplated by this Agreement by any employee, officer, director, stockholder or other service provider of any Acquired Company (whether current, former or retired) pursuant to any Employee Plan or otherwise would, individually or in combination with any other such payment, be an "Excess parachute payment" within the meaning of Code Section 280G or would be subject to an excise tax under Code Section 4999. No Acquired Company has any obligation to gross-up, indemnify or otherwise reimburse any individual with respect to any Tax, including under Code Sections 409A or 4999.

(m) Notwithstanding anything herein to the contrary, Section 4.8, this Section 4.13 and Section 4.14 contain the sole representations concerning Taxes of the Company, and no representations are made concerning the ability of the Company or any other Person to utilize or otherwise benefit from Company net operating losses, capital losses, deductions, Tax credits and other similar items of the Company or any of its Subsidiaries, in each case, in a taxable period (or portion thereof) beginning after the Closing Date.

Section 4.14 Employee Benefit Plans.

(a) Section 4.14(a) of the Disclosure Schedule lists all Employee Plans which any Acquired Company sponsors or maintains, or to which any Acquired Company is a party, contributes or is obligated to contribute, or which cover the Company Associates or for which the Acquired Companies have

or may reasonably be expected to have any Liability, including by reason of being an ERISA Affiliate with any Person (each a "Company Plan"). With respect to each Company Plan, the Company has made available to Parent true and complete copies of each of the following, to the extent applicable: (i) the material current plan documents together with all amendments thereto, and any related trust agreements, (ii) the most recent summary plan description, or any other material descriptions provides to employees or participants, (iii) in the case of any plan that is intended to be qualified under Code Section 401(a), the most recent determination, advisory or opinion letter from the IRS, (iv) the most recently filed Form 5500 and (v) all non-routine material correspondence to and from any Governmental Authority with respect to a Company Plan.

(b) None of the Acquired Companies or any ERISA Affiliate of the Acquired Companies maintains, sponsors, contributes to, has any obligation to contribute to, or otherwise has any Liability under or with respect to, or has within the preceding three years maintained sponsored, contributed to, had any obligation to contribute to, or otherwise had any Liability under or with respect to (i) any "defined benefit plan" as defined in Section 3(35) of ERISA or a plan subject to Title IV of ERISA or Code Section 412; (ii) any "multiemployer plan" as defined in Section 4001(a)(3) or 3(37) of ERISA; (iii) any "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code); or (iv) any "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA). None of the Acquired Companies has any Liability by reason of at any time being considered a single employer under Section 414 of the Code with any other Person. No Company Plan provides or promises, and no Acquired Company has any obligation to provide, any health or other welfare benefits to any Person after their employment or service terminates other than as required by Section 4980B of the Code or other Applicable Law ("COBRA") for which the recipient pays the full premium cost. The Acquired Companies and their ERISA Affiliates have complied and are in compliance in all material respects with the requirements of COBRA and the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended and including the regulations and guidance issued thereunder, and none of the Acquired Companies has incurred and is not reasonably expected to incur any material Tax, penalty or other Liability imposed or assessed thereunder.

(c) Each Company Plan has been established, maintained, funded, operated and administered in all material respects in accordance with its terms and in material compliance with Applicable Law. There is no pending or, to the Company's Knowledge, threatened Action relating to, or against, a Company Plan (including any such Action of any Governmental Authority), other than routine claims for benefits provided for by the Company Plans and routine appeals of such claims. Each Company Plan intended to be qualified under Section 401(a) of the Code is, to the Knowledge of the Company, so qualified, and has timely received a favorable determination letter, or is entitled to rely upon a favorable advisory or opinion letter, from the IRS, and, to the Knowledge of the Company, nothing has occurred that could reasonably be expected to adversely affect the qualification of such Company Plan. All required contributions, assessments, reimbursements, distributions, and premium and benefit payments that are due with respect to each Company Plan have been timely made, and all contributions, assessments, reimbursements, distributions, and premium and benefit payments that are not yet due have been properly accrued in accordance with GAAP and Applicable Law. With respect to any Company Plan, there has occurred no nonexempt "prohibited transaction," as defined in Section 406 of ERISA or Section 4975 of the Code, or breach of any fiduciary duty under ERISA or other Applicable Law which could result in any material Taxes, penalties, or other Liability to any of the Acquired Companies.

(d) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, alone, or in combination with any other event, will: (i) entitle any current or former employee, officer, director or individual service provider of any Acquired Company to any benefits or compensation; (iii) increase any compensation or benefits otherwise payable under any Company Plan, or (iii) result in any acceleration of the time of payment, funding or vesting, or increase the

amount of compensation or benefits due to any Person under or with respect to any Company Plan, or otherwise.

(e) Without limiting the generality of the foregoing sections of this Section 4.14, with respect to each Company Plan that is subject to the Laws of a jurisdiction other than the United States (whether or not United States Law also applies) (a "Foreign Plan"): (i) each Foreign Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities, (ii) each Foreign Plan intended to receive favorable tax treatment under applicable tax Laws has been qualified or similarly determined to satisfy the requirements of such tax Laws, and (iii) no Foreign Plan is a "defined benefit plan" (as defined in ERISA, whether or not subject to ERISA) or has any unfunded or underfunded Liabilities.

Section 4.15 Contractual Obligations.

(a) Contractual Obligations. Section 4.15(a) of the Disclosure Schedule lists each of the following Contractual Obligations that are currently in effect and to which an Acquired Company is bound as of the date of this Agreement:

(i) any Contractual Obligation (or group of related Contractual Obligations) for the sale of services to a customer listed on Section 4.17 of the Disclosure Schedule;

(ii) any Contractual Obligation (or group of related Contractual Obligations) for the purchase of products or services from a vendor listed on Section 4.17 of the Disclosure Schedule;

(iii) any Contractual Obligation with respect to the incurrence of any Indebtedness by an Acquired Company (other than intercompany Indebtedness or endorsements for the purpose of collection), in each case having an outstanding principal amount in excess of $25,000;

(iv) any Contractual Obligation with respect to any lease (including any capital lease) or other agreement pursuant to which an Acquired Company is a lessor or a lessee of any tangible personal property, or holds or operates any tangible personal property owned by another Person, except for any leases of personal property under which the aggregate annual rent or lease payments do not exceed $25,000;

(v) any IP Contractual Obligation;

(vi) any Contractual Obligation under which an Acquired Company has permitted any material Asset to become subject to an Encumbrance (other than by a Permitted Encumbrance);

(vii) any Contractual Obligation which imposes a material restriction on (A) the geographies or businesses in which an Acquired Company may operate its Business or (B) the solicitation of employment of or hiring any individual by the Acquired Companies, in each case, except for customary employee non-solicitation covenants in customer agreements entered into in the Ordinary Course of Business and that would not materially affect the ability of the Company to conduct the Business;

(viii) any Contractual Obligation (A) providing for an Acquired Company to be the exclusive provider of any product or service to any Person or the exclusive recipient of any product or service of any Person or (B) containing preferred pricing provisions or restrictions on the ability of any of the Acquired Companies to change or increase the pricing of any of its products or services, including

provisions of the type commonly referred to as "most favored nation" provisions or (C) containing "take-or-pay," minimum order or purchase or similar commitments;

(ix) any collective bargaining agreement or other similar Contract with any labor union, works council or other employee representative;

(x) any Contractual Obligation under which an Acquired Company is, or may become, obligated to incur any severance pay that would become payable by reason of the Contemplated Transactions;

(xi) any Contractual Obligation providing for the employment or consultancy of any Person on a full-time, part-time, consulting or other basis, the performance of which mandates payment of Compensation in excess of $100,000 annually;

(xii) any Contractual Obligation providing for the disposition or acquisition of material assets, equity interests or businesses, except for the disposition of assets in the Ordinary Course of Business;

(xiii) any Contractual Obligation evidencing any (A) obligations with respect to the issuance, sale, repurchase or redemption of any equity securities (other than Contractual Obligations related to the issuance or sale of Equity Interests set forth on Section 4.6(a)(i) or 4.6(a)(ii) of the Disclosure Schedule) or (B) any preemptive rights, rights of first refusal or similar restrictions upon the equity securities of the Company or any of its Subsidiaries;

(xiv) any Contractual Obligation with any current or former Affiliate, director or officer of any of the Acquired Companies;

(xv) any Contractual Obligation that is a settlement, conciliation or similar agreement (A) with any Governmental Authority or (B) pursuant to which any Acquired Company will have any material outstanding obligation after the date of the Closing; and

(xvi) any Contractual Obligation (or group of related Contractual Obligations) the performance of which mandates payment of consideration in excess of $150,000 annually, other than (A) any Contractual Obligation that is terminable by an Acquired Company at will without material Liability and on less than sixty (60) days' notice and (B) purchase orders received in the Ordinary Course of Business.

(b) The Company has made available to Parent accurate and complete copies of each written, and summaries of each oral, Contractual Obligation required to be listed on Section 4.15(a) of the Disclosure Schedule, in each case, as amended or otherwise modified and in effect as of the date of this Agreement. Each Contractual Obligation required to be disclosed on Section 4.15(a) of the Disclosure Schedule (the "Disclosed Contractual Obligations") is Enforceable against the Acquired Company bound thereby and, to the Knowledge of the Company, against each other party to such Contractual Obligation. The Acquired Company bound thereby is not and, to the Company's Knowledge, no other party to any Disclosed Contractual Obligation is in material breach or violation of, or material default under, or has repudiated any material provision of, any Disclosed Contractual Obligation.

Section 4.16 Related Party Transactions. No Affiliate, officer or director, or to the Knowledge of the Company, any manager or equityholder, of an Acquired Company: (a) has any interest in any material Asset owned or leased by an Acquired Company or used or held for use in connection with the Business or (b) is engaged in any material transaction, arrangement or understanding with an Acquired

Company (other than the Company Options, payments made to, and other Compensation provided to, officers and directors (or equivalent) on an arms'-length basis in the Ordinary Course of Business and intercompany indebtedness among the Acquired Companies).

Section 4.17 Customers and Vendors. Section 4.17 of the Disclosure Schedule sets forth a complete and accurate list of (a) the 20 largest customers of the Acquired Companies (measured by aggregate sales) during the fiscal year ended on December 31, 2018 and for the three months ending on the Balance Sheet Date and (b) the 20 largest vendors of products or services to the Acquired Companies (measured by the aggregate amount purchased by the Company) during the fiscal year ended on December 31, 2018 and for the three months ending on the Balance Sheet Date. None of such customers or vendors has cancelled or terminated its business relationship with the Company or notified the Company in writing (or to the Knowledge of the Company, otherwise) of its intent to cancel, terminate or substantially reduce its business relationship with the Company.

Section 4.18 Labor Matters.

(a) There are, and within the past three years there have been, no Actions pending, or to the Company's Knowledge, threatened, against the Acquired Companies asserting that an Acquired Company has committed an unfair labor practice within the meaning of the National Labor Relations Act. There are, and within the past three years have been, no strikes, slowdowns, work stoppages, lockouts or material labor dispute against or involving any Acquired Company. No Acquired Company is, or has ever been, a party to any collective bargaining agreement, works council agreement, or similar agreement with any labor organization, works council or other employee representative body. To the Company's Knowledge, within the past three years, there have been no union organizing activities or similar representational activities involving Company Associates.

(b) No Acquired Company has implemented any "plant closing" or "mass layoff" of Company Associates that would trigger the Worker Adjustment and Retraining Notification Act or any other similar Applicable Law, rule or regulation of any Governmental Authority (the "WARN Act"), and no layoffs are currently contemplated that could reasonably be expected to require notice under such laws or regulations.

(c) Except as could not result in material Liability for any of the Acquired Companies: (A) each of the Acquired Companies has fully and timely paid all wages, salaries, wage premiums, bonuses, commissions, expense reimbursements, severance, fees and other compensation that has come due and payable to Company Associates pursuant to Applicable Law, Contract or policy; and (B) each individual who is providing, or within the past three years has provided, services to an Acquired Company and is or was treated and classified as an independent contractor, consultant, leased employee, or other non-employee service provider is and was properly treated and classified as such for all applicable purposes. All Company Associates who perform services for the Acquired Companies are either United States citizens or are legally entitled to work in the United States under the Immigration Reform and Control Act of 1986, as amended, and any other Applicable Laws relating to the employment of non-United States citizens.

(c) In the past three years, each of the Company and its Subsidiaries has promptly and appropriately investigated all employment discrimination and sexual harassment allegations of, or against, any employee. With respect to each such allegation, the Company has taken prompt corrective action that is or was reasonably calculated to prevent further discrimination and harassment and each of the Company and its Subsidiaries does not reasonably expect to incur any Liability with respect to any such allegation.

Section 4.19 Litigation; Governmental Orders.

(a) There is no, and for the past three years there has been no, Action (i) to which an Acquired Company is a party (either as plaintiff or defendant) that is pending, or to the Company's Knowledge, threatened (whether or not by or before a Governmental Authority and including any such Action relating to or arising from any actual or potential violation or wrongdoing related to or arising under Trade Control Laws or Anti-Corruption Laws) or (ii) that any Acquired Company intends to initiate.

(b) No Acquired Company is bound by any material outstanding Governmental Order.

Section 4.20 Insurance. Section 4.20 of the Disclosure Schedule sets forth a list of the material insurance policies that cover the Acquired Companies (the "Insurance Policies"). The list includes for each such Insurance Policy, the type of policy, form of coverage, the policy number and the name of the insurer. The Company has made available to Parent true and accurate copies of each such policy. Each such policy is in full force and effect (or has been renewed in the Ordinary Course of Business) and the applicable Acquired Company is not in material default with respect to its obligations under any of such policies.

Section 4.21 No Brokers. Except as set forth on Section 4.21 of the Disclosure Schedule, the Acquired Companies do not have any Liability of any kind to, or are subject to any claim of, any broker, finder or agent in connection with the Transaction Documents or the Contemplated Transactions.

Section 4.22 Environmental Matters. Except as set forth on Section 4.22 of the Disclosure Schedule:

(a) The Acquired Companies are, and for the past three years have been, in compliance in all material respects with all Environmental Laws, which compliance includes obtaining, maintaining and complying in all material respects with, all Permits that are required pursuant to Environmental Laws for the occupation of their facilities and the operation of the Business.

(b) There are no Actions pending or, to the Company's Knowledge, threatened against any Acquired Company, and no Acquired Company has received any notice, report or other information, in each case alleging any material violation of, or material liability under, Environmental Laws.

(c) No Acquired Company has: (i) treated, generated, manufactured, sold, marketed, installed, distributed, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, exposed any Person to, or owned or operated any property or facility which is or has been contaminated by, any Hazardous Material, in each case so as to give rise to Liabilities under Environmental Laws; or (ii) assumed, undertaken, provided an indemnity with respect to, or otherwise become subject to, any Liability of any other Person under any Environmental Laws or relating to any Hazardous Material.

(d) The Acquired Companies have furnished to Parent all environmental audits, reports and other material environmental, health or safety documents relating to the current or former operations or facilities of the Acquired Companies that are in their possession or under their reasonable control.

Section 4.23 International Trade and Anti-Corruption Matters. No Acquired Company nor any of their respective officers, directors or employees, nor to the Company's Knowledge, any agent or other third party representative acting on behalf of any Acquired Company, (a) is currently, or has been in the last five years: (i) engaging in any dealings or transactions with any Sanctioned Person or in any

Sanctioned Country, or (ii) in violation of applicable Sanctions Laws, Ex-Im Laws, or U.S. anti-boycott Legal Requirements (collectively, "Trade Control Laws"); or (b) has at any time (i) made or accepted any unlawful payment or given, offered, promised, or authorized or agreed to give or receive, any money, advantage or thing of value, directly or indirectly, to or from any Governmental Authority or other Person in violation of Anti-Corruption Laws; or (ii) otherwise been in violation of any Anti-Corruption Laws.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company as follows:

Section 5.1 Organization. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the Applicable Law of the jurisdiction of its organization.

Section 5.2 Authority. Each of Parent and Merger Sub has all requisite power and authority necessary for the execution, delivery and performance by it of this Agreement and each Ancillary Agreement to which it is (or with respect to Ancillary Agreements to be entered into at the Closing, will be) a party and to consummate the Contemplated Transactions. Each of Parent and Merger Sub has duly authorized by all necessary action the execution, delivery and performance of this Agreement and each such Ancillary Agreement to which Parent or Merger Sub is or will be a party and the consummation of the Contemplated Transactions. This Agreement has been, and each of the other Ancillary Agreements to which Parent and Merger Sub is a party will be at the Closing, duly executed and delivered by Parent and Merger Sub, as applicable, and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and in the case of the Ancillary Agreements they will at Closing constitute, legal, valid and binding obligations of Parent and Merger Sub, Enforceable against Parent and Merger Sub in accordance with their respective terms.

Section 5.3 No Conflict. The execution and delivery by Parent and Merger Sub of the Transaction Documents to which it is a party, and the consummation of the Contemplated Transactions, do not and will not (a) conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) or (b) give rise to a right of termination, cancellation, modification or acceleration of any Liability or loss of any benefit under (i) any provision of the certificate of incorporation or by-laws or other organizational documents of Parent and Merger Sub, or (ii) any Applicable Law, except, in the case of clause (ii), for such conflicts, violations or defaults as would not individually or in the aggregate reasonably be expected to have a Parent Material Adverse Effect.

Section 5.4 Consents. No Consent or Governmental Order is required by or with respect to Parent and Merger Sub in connection with the execution and delivery of the Transaction Documents by Parent and Merger Sub or the consummation by Parent and Merger Sub of the Contemplated Transactions except such Consents that if not obtained or made would not individually or in the aggregate reasonably be expected to have a Parent Material Adverse Effect.

Section 5.5 Litigation. There is no Action of any nature pending or, to the knowledge of Parent, threatened against Parent or Merger Sub that could individually or in the aggregate reasonably be expected to have a Parent Material Adverse Effect. Neither Parent nor Merger Sub is subject to any outstanding Governmental Order that could individually or in the aggregate reasonably be expected to have a Parent Material Adverse Effect.

Section 5.6 Financing; Solvency. Parent shall have at the Closing sufficient available funds to pay the Estimated Aggregate Consideration Amount, and to pay all fees, costs, expenses and other amounts required to be paid by Parent pursuant to this Agreement at the Closing (including the Escrow

Amount and the Reserve Amount). Upon consummation of the Merger, Parent will not, solely as a result of the consummation of such Contemplated Transactions, (i) be insolvent or have incurred debts beyond its ability to pay such debts as they mature or (ii) have unreasonably small capital with which to engage in its business.

Section 5.7 Brokers' and Finders' Fees. Neither Parent nor Merger Sub has incurred, and will not incur, directly or indirectly, any Liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Transaction Documents or the Contemplated Transactions pursuant to any Contractual Obligations of Parent or Merger Sub.

Section 5.8 Operations of Merger Sub. Merger Sub has been formed solely for the purpose of engaging in the transactions contemplated hereby and, prior to the Effective Time, Merger Sub will not have engaged in any other business activities and will have incurred no liabilities or obligations other than as contemplated by this Agreement.

ARTICLE VI
CERTAIN PRE-CLOSING COVENANTS

Section 6.1 Commercially Reasonable Efforts; Notices and Consents. Subject to the terms and conditions of this Agreement, from the date of this Agreement until the earlier to occur of the Closing and the earlier termination of this Agreement pursuant to ARTICLE IX (the "Pre-Closing Period"), each of the Parties (other than the Seller Representative and subject to the limitations set forth in Section 6.5) shall use its commercially reasonable efforts to take or cause to be taken all actions, to file or cause to be filed all documents, to give or cause to be given all notices to Governmental Authorities or other Persons (including any notices required under Contractual Obligations set forth on Section 4.4 of the Disclosure Schedule), to obtain or cause to be obtained all Consents from Governmental Authorities or other Persons (including any Consents required under Contractual Obligations set forth on Section 4.4 of the Disclosure Schedule), and to do or cause to be done all other things necessary, proper or advisable, in order to consummate and make effective the Contemplated Transactions (including the satisfaction, but not waiver, of the closing conditions set forth in ARTICLE VIII); provided, however, that such cooperation shall not include any requirement of any of the Acquired Companies or any of their respective Affiliates to expend money, commence, defend or participate in any litigation, offer or grant any accommodation (financial or otherwise) to any other Person, or suffer the loss of any material right or benefit. Notwithstanding anything to the contrary herein, if the lessor or licensor under any Lease conditions its grant of a consent (including by threatening to exercise a "recapture" or other termination right) upon, or otherwise requires in response to a notice or consent request regarding this Agreement, the payment of a consent fee, "profit sharing" payment or other consideration (including increased rent payments), or the provision of additional security (including a guaranty), Parent shall be solely responsible for making all such payments or providing all such additional security.

Section 6.2 Operation of the Business.

(a) Conduct of the Business Generally. During the Pre-Closing Period, without the prior written consent of Parent, and except (x) to the extent expressly disclosed on Section 6.2 of the Disclosure Schedule, (y) as expressly contemplated by the Agreement or (z) as necessary to ensure that each Acquired Company complies with Applicable Law, applicable Governmental Orders and Contractual Obligations to the extent set forth on Section 4.15(a) of the Disclosure Schedule, the Company (i) shall conduct (and shall cause its Subsidiaries to conduct) the Business in the Ordinary Course of Business and (ii) use its commercially reasonable efforts to maintain its goodwill and material relationships with its customers, suppliers, vendors, key employees, material business relations and Governmental Authorities which have jurisdictional authority over the Acquired Companies.

(b) Specific Prohibitions. Without limiting the generality or effect of Section 6.2(a), during the Pre-Closing Period, except (1) to the extent expressly disclosed on Section 6.2 of the Disclosure Schedule, (2) as otherwise expressly contemplated by this Agreement, (3) as expressly required by any Applicable Law or applicable Governmental Order or (4) as consented to or approved by Parent in writing, neither the Company nor its Subsidiaries shall take any of the following actions:

(i) amend its Organizational Documents, effect any split, combination, reclassification or similar action with respect to its capital stock or other Equity Interests or adopt or carry out any recapitalization, plan of complete or partial liquidation or dissolution;

(ii) issue, sell, grant or otherwise dispose of any of its Equity Interests or other securities (or any securities convertible or exchangeable into or exercisable for any Equity Interests), or amend any term of any of its outstanding Equity Interests or other securities, other than the issuance of securities upon conversion and/or exercise of any Outstanding Company Options and/or the Company Warrants or the conversion of any Company Preferred Stock, in each case outstanding as of the date hereof;

(iii) (A) make any declaration or payment of any dividend or other distribution with respect to any of its capital stock; or (B) repurchase, redeem, or otherwise acquire or cancel any of its capital stock other than pursuant to the net exercise of any Outstanding Company Options and/or the Company Warrants in accordance with their respective terms;

(iv) become liable in respect of any Guarantee of any material Liability or incur, assume or otherwise become liable in respect of any Borrowed Money Indebtedness other than (A) intercompany indebtedness among the Acquired Companies or (B) Borrowed Money Indebtedness that will be repaid at the Closing;

(v) enter into any transactions with any Affiliate, officer, manager, equityholder or director of the Company or any of its Subsidiaries;

(vi) (A) merge or consolidate with any Person; (B) acquire any material Assets, except for acquisitions of Assets in the Ordinary Course of Business; or (C) make any loan, advance or capital contribution to, or acquire any Equity Interests in, any Person (other than loans and advances to Subsidiaries of the Company);

(vii) transfer, assign, sell, license (other than non-exclusive licenses of Company Products granted in the Ordinary Course of Business), abandon, let lapse or expire (other than with respect to Company Registrations in the Ordinary Course of Business) or otherwise dispose of any of its material Assets or any Company Intellectual Property Rights;

(viii) disclose any trade secrets or other confidential information of the Acquired Companies (other than pursuant to a written confidentiality agreement entered into in the Ordinary Course of Business with reasonable protections of such trade secrets and other confidential information);

(ix) make any capital expenditure commitment that commits an Acquired Company to expend after the Closing in excess of $25,000 over the budgeted amount for the current fiscal year (other than internal and external capitalized labor costs);

(x) (A) increase any benefits under any Company Plan or materially increase the Compensation payable or paid, whether conditionally or otherwise, to any Company Associate or other individual service provider; (B) grant or announce any incentive awards or enter into or amend any employment, bonus, deferred compensation, special pay, change in control, severance, retention or similar

contract with any Company Associates or other individual service providers (other than offer letters providing for at-will employment without post-termination obligations with newly-hired employees who are hired in the ordinary course of business); (C) establish, amend or terminate any Company Plan or any other benefit or compensation plan that would be considered a Company Plan if in effect as of the date hereof (except with respect to amendments that may be required by Applicable Law); or (D) terminate or hire any officer or employees with annual base salary of more than $100,000 (other than for cause), in each case other than (x) any increase adopted in the Ordinary Course of Business, or (y) any increase in benefits or Compensation required by Applicable Law or required pursuant to the terms of an existing Company Plan in effect on the date hereof and set forth on Section 4.14(a) of the Disclosure Schedule or a Disclosed Contractual Obligation with any current or former Company Associate;

(xi) implement any employee layoffs that would require notice under the WARN Act;

(xii) make any material change in its methods of accounting or accounting practices (except as required by changes in GAAP);

(xiii) intentionally delay or postpone payment of any accounts payable or commissions or any other Liability or obligation, or enter into any agreement or negotiation with any party to extend the payment date of any accounts payable or commissions or any other Liability or obligation, or accelerate sales or the collection of (or discount) of any accounts or notes receivable;

(xiv) settle, agree to settle or waive any pending Actions (A) involving potential payments to the Company or its Subsidiaries or by the Company or its Subsidiaries after the Closing of more than $75,000 or (B) that admit Liability or consent to non-monetary relief by the Company or its Subsidiaries;

(xv) make or change any material Tax election, file any amended Tax Return, adopt or change any Tax accounting method; enter into any closing agreement or other Contractual Obligation in respect of Taxes with any Governmental Authority; settle any material Action with respect to Taxes; surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, incur any liability for Taxes outside the ordinary course of business, fail to pay any Tax that becomes due and payable (including any estimated tax payments), or prepare or file any Tax Return in a manner materially inconsistent with past practice;

(xvi) enter into any material new line of business that is materially different from the Business or discontinue any material line of business or any material business operations;

(xvii) (1) terminate, materially amend or waive any material rights under any Disclosed Contractual Obligations other than in the Ordinary Course of Business or (2) enter into any Contractual Obligation that would be a Disclosed Contractual Obligation if entered into prior to the date hereof other than Contractual Obligations entered into in the Ordinary Course of Business; or

(xviii) enter into any Contractual Obligation to do any of the things referred to elsewhere in this Section 6.2(b).

(c) From and after the Reference Time until the Closing and the occurrence of the Effective Time, none of the Acquired Companies shall use any Cash to pay off Indebtedness or Company Transaction Expenses and any Cash so used in contravention of this Section 6.2(c) shall be excluded from the determination of Closing Cash.

Section 6.3 Access to Premises and Information. During the Pre-Closing Period, the Company and its Subsidiaries shall permit Parent and its Affiliates and their respective Representatives, at Parent's expense, to have reasonable access (during normal business hours at reasonable times and upon reasonable notice) to Representatives of the Company and to the premises, properties, books, records (including Tax records) and Contractual Obligations of the Company and its Subsidiaries and, during such period, shall furnish promptly such information concerning the businesses, properties and personnel of the Company and its Subsidiaries as Parent shall reasonably request, provided, that, the Company and its Subsidiaries shall not be required to provide access to or to disclose information where the Company believes, upon advice of legal counsel, such access or disclosure (a) would reasonably be expected to jeopardize the privilege of the Company or its Subsidiaries with respect to attorney-client communications or attorney work product or result in a breach of any material confidentiality obligation or (b) relates to information or materials that relate to the proposed sale of the business of the Company or the negotiation, execution and delivery of this Agreement; provided, however, that the Company will notify Parent in reasonable detail of the circumstances giving rise to any non-disclosure pursuant to the foregoing and use commercially reasonable efforts to permit disclosure of such information in the case of clause (a), to the extent possible, in a manner consistent with such privilege or confidentiality obligation, as applicable. The information provided pursuant to this Section 6.3 shall be used solely for the purpose of the Contemplated Transactions (including any financing to be implemented in connection with or following the Closing), and such information shall be kept confidential by Parent in accordance with the terms and conditions of the Confidentiality Agreement. The Confidentiality Agreement shall automatically terminate without any further action of the parties hereto or thereto at the Closing.

Section 6.4 Stockholder Approval. Promptly upon execution and delivery of this Agreement but in no event later than 24 hours after the execution and delivery of this Agreement, the Company will deliver to Parent the Stockholder Approval. From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to ARTICLE X, the Company shall seek to obtain, and deliver to Parent, a duly executed counterpart signature page to (i) the Stockholder Approval and (ii) the Stockholder Support Agreements, in each case executed by each of the Stockholders of the Company who did not already sign a Stockholder Support Agreement or the Stockholder Approval.

Section 6.5 Regulatory Compliance.

(a) Solely to the extent required under the HSR Act or any other applicable competition laws, each of Parent and the Company will promptly prepare and file, or cause to be prepared and filed, with the appropriate Governmental Authorities, notifications with respect to the transactions contemplated by this Agreement pursuant to the HSR Act and all competition filings required by Governmental Authorities outside the United States, supply all information requested by Governmental Authorities in connection with the HSR notification and all other competition filings, and cooperate with each other in responding to any such request.

(b) The Parties (other than the Seller Representative) will use their respective commercially reasonable efforts and will cooperate fully with one another to comply as promptly as practicable with all governmental requirements applicable to the transactions contemplated by this Agreement and to obtain promptly all Consents of any applicable Governmental Authorities necessary for the consummation of the Contemplated Transactions. Each of the Parties (other than the Seller Representative) will furnish to the other Parties and, upon request, to any Governmental Authorities such information and assistance as may be reasonably requested in connection with the foregoing, including by (i) timely furnishing to each other all information concerning Parent and/or its Affiliates that counsel to the Company and Parent reasonably determine is required to be included in such documents; (ii) promptly providing the Company with copies of all written communications to or from any Governmental Authority relating to any competition filings submitted in connection with the Merger (provided that, with respect to

the information described in clauses (i) or (ii), any such information may be specified as for outside antitrust counsel eyes only); (iii) responding promptly to and complying fully with any request for additional information or documents under the HSR Act and other applicable competition laws; (iv) keeping each other reasonably informed of any communication received or given in connection with any proceeding or Action by Parent or the Company, in each case regarding the Merger; (v) permitting the Company or Parent (as the case may be) to review and incorporate the other Party's reasonable comments in any communication given by it to any Governmental Authority or in connection with any proceeding related to the HSR Act or other competition filing; and (vi) to the extent there are any meetings with respect to any Governmental Authorities in connection with such requests under the HSR Act or other competition filing, each of the Parties shall request that the other Parties be permitted to attend such meetings if so requested by such other Parties.

(c) The Parties (other than the Seller Representative) will use their respective commercially reasonable efforts to resolve favorably any review or consideration of the antitrust aspects of the Contemplated Transactions by any Governmental Authority with jurisdiction over the enforcement of any applicable antitrust laws; provided, that neither Parent nor Merger Sub (nor their respective Affiliates) or the Company and its Subsidiaries shall be required to sell, divest, license or otherwise dispose of any capital stock of other equity or voting interest, Assets (whether tangible or intangible), rights, products or businesses or to commence, maintain or defend, including through appeal or otherwise, any Action brought by any Governmental Authority or other Person seeking to enjoin, prevent or delay the consummation of the Contemplated Transactions; provided, further, that neither Parent nor Merger Sub (nor any of their respective Affiliates) shall be required to take any action that, individually or in the aggregate, would reasonably be expected to have a material adverse impact on the reasonably expected benefits to Parent or Merger Sub (or any of their respective Affiliates) of completing the Merger. Nothing in this Agreement shall require the Company or its Affiliates to take or agree to take any action with respect to their business or operations unless the effectiveness of such agreement or action is conditioned upon the Closing.

(d) This Section 6.5 (and not any other provisions) provides the Parties' sole and exclusive obligations with respect to seeking and obtaining antitrust approvals.

Section 6.6 No Solicitation. The Company agrees that, during the Pre-Closing Period, the Company shall not, and the Company shall cause its Subsidiaries, Affiliates and Representatives not to, solicit, initiate, engage in discussions or knowingly encourage any proposals, offers or inquiries from any third party with respect to, enter into negotiations or any agreement regarding the terms of, or provide any information to any Person concerning, any (a) sale of any Equity Interests of the Company (including any sale structured as a merger, consolidation, business combination, tender offer, exchange offer or similar transaction) or its Subsidiaries, other than sales of Company Stock pursuant to exercise of Company Options or Company Warrants or (b) sale, lease, exclusive license or disposition of any Assets of the Acquired Companies (other than the sale, lease, license or disposal of immaterial Assets of the Acquired Companies in the Ordinary Course of Business), in each case whether directly or indirectly and whether in a single transaction or a series of transactions, with any Person, in any case other than Parent, its Affiliates and their respective Representatives. The Company shall, and shall cause its Subsidiaries, Affiliates and Representatives to, cease and cause to be terminated any prior or existing discussions, communications or negotiations with any Person (other than Parent, its Affiliates and their respective Representatives) conducted heretofore on behalf of the Company or any of its Subsidiaries which could reasonably be expected to lead to any acquisition proposal for the Company or any of its Subsidiaries. Within five Business Days following the date hereof, the Company will instruct any third parties to return or destroy all confidential information of the Company provided to such party in connection with such third party's consideration of an acquisition transaction or acquisition proposal for the Company or any of its Subsidiaries. In the event that the Company receives an inquiry, proposal or offer with respect to an acquisition transaction on or after the date hereof and prior to the Closing, the Company will provide Parent

with prompt notice thereof, which notice shall include the material terms, and the identity of the party or parties making, such inquiry, proposal or offer if disclosing such identity is not prohibited by any Contractual Obligation.

Section 6.7 Payoff Letters and Lien Releases. Prior to the Closing, the Company shall obtain and deliver to Parent customary payoff letters in connection with the repayment of the Borrowed Money Indebtedness set forth on Section 6.7 of the Disclosure Schedule (the "Payoff Letters") and shall make arrangements for the delivery of, subject to the receipt of the applicable payoff amounts, customary lien releases to Parent as soon as practicable after the Closing.

Section 6.8 Section 280G Matters.

(a) As soon as practicable following the execution of this Agreement but in any case within five Business Days prior to the Closing Date, the Company will use commercially reasonable efforts to obtain, prior to the initiation of the 280G Approval, a waiver (a "Parachute Payment Waiver"), in a form reasonably acceptable to Parent, from each Person who, with respect to the Company, would reasonably be expected to be a "disqualified individual" (within the meaning of Section 280G of the Code and the regulations promulgated thereunder), as determined immediately prior to the initiation of the 280G Approval, and who, with respect to the Company, reasonably might otherwise receive, have received, or have the right or entitlement to receive any parachute payment under Section 280G of the Code, pursuant to which Parachute Payment Waiver each such Person will agree, unless the 280G Approval has been obtained in a manner which satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and the regulations promulgated thereunder, to waive any and all right or entitlement to the payments, acceleration of vesting and/or other benefits referred to in this Section 6.8 to the extent the value thereof exceeds 2.99 times such Person's base amount determined in accordance with Section 280G of the Code and the regulations promulgated thereunder.

(b) As soon as practicable following the execution of this Agreement but in any case at least three Business Days prior to the Closing Date, the Company will submit to its stockholders for a vote all such waived payments in a manner such that, if such vote is adopted by the stockholders in a manner which satisfies Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations, no payment or benefit received by such "disqualified individual" would be a "parachute payment" for purposes of Section 280G of the Code (the "280G Approval"). The taking of any such vote to obtain the 280G Approval, including all materials and information that are provided to stockholders in connection with such vote, shall comply with Applicable Laws and prior to the Closing Date, the Company shall deliver to Parent evidence that a vote of the stockholders was solicited in accordance with the foregoing provisions of this Section 6.8 and that either (i) 280G Approval was obtained, or (ii) 280G Approval was not obtained, and as a consequence, the parachute payments subject to the Parachute Payment Waivers shall not be made or provided.

(c) The Company shall provide copies of the calculations, waivers and all materials to be distributed to stockholders in connection with seeking the 280G Approval to Parent at least three Business Days prior to the execution and/or distribution of such materials, as applicable, for reasonable review and comment by Parent.

Section 6.9 Information Statement. On or before the sixth (6th) Business Day after the date of this Agreement, the Company will, in accordance with Applicable Law and its Organizational Documents, deliver and cause to be mailed (i) to any stockholder of the Company that has not theretofore executed the Stockholder Approval, a request that such stockholder execute the Stockholder Approval and (ii) all information that may be required to be given to the Securityholders of the Company pursuant to the DGCL in connection with the Merger, including, to the extent applicable, adequate notice of the Merger

and information concerning dissenters' rights under the DGCL to all stockholders entitled to receive such information under the DGCL. No later than three Business Days after the date of this Agreement, the Company shall deliver to Parent, for review and comment, the information statement to be delivered to the Securityholders in respect of the transactions contemplated by this Agreement, and shall consider in good faith any reasonable comments of Parent and its legal counsel delivered to the Company within two Business Days after receiving such information statement.

Section 6.10 Termination of Affiliate Agreements. On or prior to the Closing Date, the Company shall terminate, and shall cause the other parties thereto to cause the termination of, any Contractual Obligation set forth on Section 6.10 of the Disclosure Schedule effective prior to or at the Effective Time, without any liability or ongoing obligations of the Acquired Companies thereafter.

ARTICLE VII
ADDITIONAL COVENANTS

Section 7.1 Employee Benefits.

(a) With respect to any employee benefit plan, program or policy that is made available by Parent or its Subsidiaries immediately after the Closing Date to any employees of the Company or its Subsidiaries as of the Closing Date who continue employment with the Company immediately following the Closing (the "Affected Employees"), service with the Company or its Subsidiaries (or their predecessors) by any such Affected Employee prior to the Closing Date shall be applied for eligibility, participation and vesting purposes under such plan, program or policy and for purposes of calculating benefits under any severance, sick leave or vacation plans to the same extent and for the same purpose recognized by the Company or its Subsidiaries under the corresponding Company Plan in effect as of the Closing Date, except to the extent such credit would result in the duplication of benefits or compensation for the same period of service; provided, that no credit shall be credited for any purpose under any equity or equity-based plan or arrangement or benefit accrual purposes under any defined benefit pension plan. In the plan year in which the Closing Date occurs, Parent shall cause the Surviving Corporation or any of its Subsidiaries to use commercially reasonable efforts to cause any group health plans maintained by the Surviving Corporation or any of its Subsidiaries in which Affected Employees are eligible to participate to provide credit for any co-payments or deductibles and maximum out-of-pocket payments paid by such Affected Employee during the year in which the Closing occurs and waive all pre-existing condition exclusions and waiting periods, but only to the extent that such credit or conditions were satisfied or did not apply under the corresponding Company Plan in effect immediately prior to the Closing Date. Parent shall recognize vacation days and paid time off previously accrued and reserved for by the Company or its Subsidiaries immediately prior to the Closing Date in accordance with the terms of the applicable vacation and paid time off policies of the Company or its Subsidiaries (as applicable) to the extent such vacation days and paid time off are reflected in the Closing Net Working Capital Amount, and except to the extent such recognition would result in the duplication of benefits or compensation for the same period of service.

(b) From the Closing and through December 31, 2019 (or, if earlier, until the termination of employment of the relevant employee), Parent shall cause the Surviving Corporation to provide each Affected Employee with (i) the same annual base salary or hourly wage rate, (ii) cash incentive compensation opportunity and other cash compensation, in each case consisting of short-term cash bonuses with performance periods of 12 months or fewer (excluding, for purposes of clarity, equity and cash-settled equity-like arrangements) that are at least as favorable in the aggregate as those provided to such Affected Employee immediately prior to the Closing Date and (iii) employee benefits (excluding defined benefit pension, nonqualified deferred compensation, retiree or post-service health or welfare, equity and cash-settled equity-like benefits) that are substantially comparable in the aggregate to those provided to similarly situated employees of Parent or any of its Subsidiaries, provided, that the foregoing shall not require Parent

to provide any specific incentive compensation (e.g., bonus, commission or other cash compensation on top of base compensation) or equity to such Affected Employees.

(c) Each of the Acquired Companies shall, at least one (1) Business Day prior to the Closing Date, adopt written resolutions (or take other necessary and appropriate action) to terminate such Acquired Company's 401(k) plan, or participation in and sponsorship of such plan if an Acquired Company is not the primary sponsor, and to fully vest all participants under such 401(k) plan, such termination and vesting to be effective no later than the Business Day preceding the Closing Date; provided, however, that such 401(k) plan termination may be made contingent upon the Closing. If requested by Parent at least five (5) Business Days prior to Closing, the Acquired Companies shall take all actions reasonably necessary to terminate each other Company Plan (other than the Company's Management Carveout Plan which, for the avoidance of doubt, will terminate in accordance with its terms upon payment of the Post-Closing Merger Consideration to the participants thereunder), as designated by Parent in such request, effective at the Closing; provided that any Liability associated with any such requested termination will be borne by the Parent. The Acquired Companies shall provide Parent with an advance copy of such proposed resolutions (and any related documents) required by this Section 7.1(c) and a reasonable opportunity to comment thereon prior to adoption or execution.

(d) Nothing contained in this Section 7.1, express or implied, shall or be construed to (i) constitute an amendment to or any other modification or termination of any Company Plan or any benefit or compensation plan, program, contract, agreement, arrangement or policy that is made available by Parent or its Subsidiaries (including, following the Closing, the Surviving Corporation); (ii) create any rights or remedies, including any third-party beneficiary rights, in any Person other than the parties to this Agreement; (iii) require Parent, the Surviving Corporation, or any of their Affiliates to continue any particular Company Plan or other compensation or benefit plan, program, contract, agreement, policy or arrangement; (iv) create any right to any compensation or continuing employee whatsoever on the part of any future, present or former employee of Parent, the Surviving Corporation, the Company, its Subsidiaries or any of their Affiliates; (v) limit any Person's right to establish, amend or terminate any Company Plan or other benefit or compensation plan, program, policy, contract, agreement or arrangement; (vi) alter the at-will status (if and as applicable) of any Affected Employee's employment; (vii) require Parent, the Surviving Corporation, the Company, its Subsidiaries or any of their Affiliates to employ any Person, including an Affected Employee, for any length of time, or otherwise limit the ability of Parent, the Surviving Corporation, the Company, its Subsidiaries or any of their Affiliates from terminating the employment or service of any Person at any time for any or no reason; or (viii) confer on any other Person, including any Affected Employee, any right to employment or continued employment or continued service or any term or condition of employment, or constitute or create an employment or other service agreement with any employee or other service provider of Parent, the Surviving Corporation, the Company, its Subsidiaries or any of their Affiliates.

Section 7.2 Certain Tax Matters.

(a) Parent shall prepare and file (or shall cause to be prepared and filed) all Tax Returns of the Company and its Subsidiaries for Pre-Closing Tax Periods the due date of which (taking into account extensions) is after the Closing Date but only if not filed prior to the Closing Date ("Parent Returns"). All such Tax Returns shall be prepared in a manner consistent with the past practice of the Company, except as otherwise required by Applicable Law. Parent shall submit each such Parent Return of the Company with respect to income Taxes to the Seller Representative at least 30 days prior to the due date (taking into account any extensions) for the Seller Representative's review and comment and Parent shall consider any reasonable comments of Seller Representative's delivered within 20 days of such Parent Returns being provided to the Seller Representative.

(b) Parent and the Company shall each be responsible for 50% of stock transfer Taxes, real property transfer or mortgage Taxes, sales Taxes, documentary stamp Taxes, recording charges and other similar Taxes ("Transfer Taxes"), if any, arising from the Contemplated Transactions and Parent shall prepare and file all necessary Tax Returns and other documentation in connection with such Taxes and Seller Representative shall cooperate as necessary in filing any such Tax Returns.

(c) Parent and the Seller Representative agree to furnish or cause to be furnished to the other, upon reasonable request, such information and assistance in such party's possession relating to Taxes, including access to books and records, as is reasonably necessary for the preparation and filing of all Tax Returns by Parent, the Seller Representative, the Stockholders, Company Optionholders or the Company Warrantholders.

(d) Tax Refunds. After the Closing Date, except to the extent (i) attributable to the carryback of any loss from a Post-Closing Tax Period to a Pre-Closing Tax Period or (ii) any of the Acquired Companies has any obligation to pay such amount to a third-party pursuant to any agreement entered into prior to the Closing Date, the Participating Securityholders will be entitled to all refunds of Tax of the Company for any Pre-Closing Tax Period to the extent attributable to (A) Taxes paid by or on behalf the Company on or prior to the Closing Date; (B) Taxes previously and actually indemnified by the Participating Securityholders pursuant to Section 10.2; or (C) Taxes included as a liability in the definition of Indebtedness as finally determined hereunder, provided that such amounts shall be net of: (i) any reasonable out-of-pocket costs incurred in obtaining such refund of Taxes, (ii) any Tax required to be withheld on such amount, and (iii) any Taxes borne by Parent, the Surviving Corporation, or any of their Affiliates as a result of their receipt of such refund of Tax. If Parent, the Surviving Corporation or any of their Affiliates receives any refund of Tax to which the Participating Securityholders are entitled pursuant to this Section 7.2(d), taking into account the proviso of the previous sentence (each a "Pre-Closing Tax Refund") prior to one year after the Closing Date, Parent or the Surviving Corporation will promptly pay (or cause their respective Affiliates to pay) the entire amount of such Pre-Closing Tax Refund (including interest only to the extent a Governmental Authority actually paid or credited Parent or its Affiliate for interest with respect to such refund) to the Paying Agent or the Surviving Corporation, as applicable, for distribution to the Participating Securityholders.

(e) Straddle Periods. To the extent it is necessary for purposes of this Agreement to determine the allocation of Taxes among any Straddle Period, the portion of any such Taxes attributable to the portion of the period ending on the Closing Date shall be (i) in the case of Taxes that are either (x) based upon or related to income or receipts, or (y) imposed in connection with any sale of property, deemed equal to the amount that would be payable if the Tax period of the applicable Acquired Company ended with (and included) the Closing Date; provided that, exemptions, allowances or deductions that are calculated on an annual basis shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date in proportion to the number of days in each period, and (ii) in the case of Taxes that are imposed on a periodic basis with respect to the assets or capital of any Acquired Company, deemed to be the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days in the portion of the period ending on and including the Closing Date and the denominator of which is the number of calendar days in the entire period.

(f) Transaction Deductions. All Transaction Deductions of any Acquired Company shall be taken into account as deductions on the Parent Returns (for the taxable period (or portion thereof) that includes the Closing Date to the extent "more likely than not" deductible (or deductible at a higher confidence level) in such period.

(g) Post-Closing Actions. Parent shall not, and shall cause its Affiliates not to, without the prior written consent of the Seller Representative (which consent shall not be unreasonably withheld or

delayed), except as required by Law, amend any Tax Return, make, change or revoke any Tax election, initiate or enter into any voluntary disclosure agreement or similar agreements, extend any applicable statute of limitations or take any other similar action outside the ordinary course of business, in each case with respect to any Acquired Company and for any Pre-Closing Tax Period or Straddle Period, to the extent that doing so could reduce the Aggregate Merger Consideration or result in any Indemnified Taxes; provided, that, notwithstanding the foregoing, the Acquired Companies shall be permitted to file voluntary disclosure agreements and otherwise participate in the voluntary disclosure process with respect to sales and use Taxes in the states set forth on Schedule 4.13(a) to the extent Parent determines in good faith that the filing of or participation in such voluntary disclosure agreements will mitigate or reduce the overall liability of the Acquired Companies for Taxes. Parent shall not, and shall cause its Affiliates not to, make an election under Section 338(g) or Section 336 of the Code with respect to any of the Contemplated Transactions.

(h) Tax Treatment. For all applicable Tax purposes, the parties to this Agreement agree to, and no party shall take any action or filing position inconsistent with, the following Tax treatment of the items specified below:

(i) The Reserve Amount shall be treated as having been received and voluntarily set aside by the Participating Securityholders on the Closing Date, and no Tax withholding or information reporting shall be required in connection with the subsequent distribution of any portion of the Reserve Amount to the Participating Securityholders.

(ii) Except for amounts paid in respect of Company Options (which are addressed in Section 7.2(h)(iii)) (A) the rights of the Participating Securityholders to the Escrow Amount and Pre-Closing Tax Refunds shall be treated as deferred contingent purchase price eligible for installment treatment under Code Section 453 and any corresponding provision of Applicable Law, as appropriate, and (B) if and to the extent any amount is released to the Participating Securityholders, interest may be imputed on such amount if required by Code Section 483 or 1274. In no event shall the aggregate amount of Escrow Amount proceeds payable to Participating Securityholders in respect of shares of Company Stock or Company Warrants exceed an amount equal to (1) the portion of the Escrow Amount to be deposited with respect to such Participating Securityholder's shares of Company Stock or Company Warrants, as applicable, multiplied by (2) the greater of (x) 105% or (y) 100% plus 5 times the "Federal mid-term rate" as defined in Code Section 1274(d)(1) (expressed as a percentage) in effect at the time the Escrow Amount is funded. In no event shall the aggregate amount of Pre-Closing Tax Refund proceeds payable to Participating Securityholders in respect of shares of Company Stock or Company Warrants exceed $500,000. For the avoidance of doubt, the limitations in the preceding two sentences do not apply to any Pre-Closing Tax Refunds payable in respect of Company Options.

(iii) Any payments made in respect of Company Options pursuant to this Agreement (A) shall be treated as compensation paid by the Company or its applicable Subsidiary as and when received by the holder thereof to whom such payment is due (which, for the avoidance of doubt, shall be the Closing Date with respect to the Reserve Amount, and when released in respect of such Company Options in the case of amounts released from the Escrow Account, any Pre-Closing Tax Refund payments or any amounts paid pursuant to Section 3.4), (B) shall be net of any Taxes withheld pursuant to Section 3.3(d), and (C) shall, in the case of payments in respect of Employee Options be made through the Surviving Corporation's standard payroll procedures and in the case of payments in respect of Non-Employee Options be made by the Paying Agent. Any applicable withholding Taxes in respect of the portion of the Reserve Amount borne by Participating Securityholders in respect of Employee Options shall be withheld from the Closing Option Consideration paid at or in connection with Closing.

Section 7.3 Indemnification of Directors and Officers.

(a) Survival of Indemnification. To the fullest extent permitted by the Organizational Documents of the Acquired Companies, all rights to indemnification now existing in favor of each present and former director or officer of the Company or any of its Subsidiaries (the "D&O Indemnified Persons") with respect to their activities as such prior to, or at the Effective Time, as provided in each of the respective Organizational Documents of or (to the extent made available to Parent and set forth on Section 7.3(a) of the Disclosure Schedule) indemnification agreements with the Company or its Subsidiaries in effect on the date of such activities or otherwise in effect on the date hereof, shall survive the Closing and shall continue in full force and effect for a period of six years from the Closing Date; provided, that in the event any claim or claims are asserted or made within such survival period, all such rights to indemnification in respect of any claim or claims shall continue until final disposition of such claim or claims.

(a) Insurance. Prior to the Effective Time, the Company shall obtain and fully pay for (as a Company Transaction Expense and at no expense to the beneficiaries), non-cancellable "tail" insurance policies with a claims period of at least six years from and after the Effective Time from insurance carriers with the same or better claims-paying ability ratings as the Company and its Subsidiaries' current insurance carriers with respect to directors' and officers' liability insurance policies and fiduciary liability insurance policies (collectively, "D&O Insurance"), for the persons who are covered by the Company and its Subsidiaries' existing D&O Insurance, with terms, conditions, retentions and levels of coverage at least as favorable as the Company and its Subsidiaries' existing D&O Insurance with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby). Parent shall cause the Surviving Corporation to maintain such D&O Insurance in effect beginning on the Closing Date and for a period of six years thereafter without any lapses in coverage.

(b) Successors. In the event that, after the date of Closing, the Surviving Corporation or any of its Subsidiaries or Parent or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or a substantial portion of its properties and assets to any Person, then, and in either such case, proper provisions shall be made so that the successors and assigns of the Company, any of its Subsidiaries or Parent, as the case may be, shall assume the obligations set forth in this Section 7.3.

(c) Benefit. The provisions of this Section 7.3 are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Person, his or her heirs, executors or administrators and his or her other Representatives and cannot be amended in a manner adverse to a D&O Indemnified Person without such Person's consent. The Parties agree that each D&O Indemnified Person (including his or her heirs, executors or administrators and his or her other Representatives) is intended to be, and shall be, a third party beneficiary of this Agreement for the purpose of this Section 7.3.

(d) No Right to Contribution. Notwithstanding anything to the contrary, no D&O Indemnified Person shall have any rights with respect to advancement, indemnification, contribution or other recovery of any kind from Parent, Merger Sub, the Company, the Surviving Corporation or any of their respective Affiliates or Subsidiaries for any (i) Losses with respect to which an Indemnified Party is entitled to indemnification under ARTICLE X of this Agreement from such D&O Indemnified Person, (ii) breach by such D&O Indemnified Person of a Letter of Transmittal, Option Cancellation Agreement, Restrictive Covenant Agreement or Stockholders Support Agreements executed by such D&O Indemnified Person or (iii) Losses for Fraud committed by such D&O Indemnified Person.

Section 7.4 Publicity. No public announcement or public disclosure may be made by any Party with respect to the subject matter of this Agreement or the Contemplated Transactions without the prior written consent of the other Party; provided, that the provisions of this Section 7.4 shall not prohibit

any disclosure required by any Applicable Law (in which case the disclosing party will provide the other Party with the opportunity to review and comment in advance of such disclosure); and provided, further, that notwithstanding anything to the contrary herein, the Parties shall be entitled to disclose the subject matter of this Agreement to their respective directors, officers, executive employees, equity owners, partners, prospective partners, investors, prospective investors, professional advisors and lenders (and, in the case of the Seller Representative, to the Securityholders) who have a need to know the information and who agree to keep such information confidential or are otherwise bound by confidentiality obligations. Following Closing and the public announcement of the Merger by the Parties in accordance with the terms of this Section 7.4, the Seller Representative shall be permitted to publicly announce that it has been engaged to serve as the Seller Representative in connection with the Merger as long as such announcement does not disclose any of the terms of the Merger or the Contemplated Transactions. Notwithstanding anything to the contrary, any Stockholder that is a venture capital or similar investment fund may note on its website that the Company has been acquired by Parent or "exited" to the extent such disclosure is made in the ordinary course of business consistent with past practice as long as such note does not disclose any of the terms of the Merger or the Contemplated Transactions (including for the avoidance of doubt any pricing or other economic terms, unless such economic or pricing terms had been previously publicly disclosed not in contravention of the terms of this Agreement, any Ancillary Agreement or any other applicable confidentiality obligation).

Section 7.5 Seller Representative.

(a) By voting in favor of the adoption of this Agreement, the approval of the principal terms of the Merger, and the consummation of the Merger or participating in the Merger and receiving the benefits thereof, including the right to receive the consideration payable in connection with the Merger, each Securityholder shall be deemed to have approved the designation of, and hereby designates Shareholder Representative Services LLC (and each successor appointed in accordance with Section 7.5(c)) as the Seller Representative for all purposes in connection with the Transaction Documents, the Contemplated Transactions, and any agreements ancillary thereto, which will include the power and authority to: (i) execute and deliver all documents that the Seller Representative is authorized to execute and deliver under the Transaction Documents; (ii) authorize payments to Parent pursuant to Section 3.4(e) (if any); (iii) receive and, if applicable, forward notices and communications pursuant to this Agreement; (iv) give or agree to, on behalf of all or any of the Participating Securityholders, any and all consents, waivers, amendments or modifications deemed by the Seller Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (v) following the Closing, amend, modify or supplement this Agreement or any of the instruments to be delivered to Parent pursuant to this Agreement; (vi) following the Closing, with respect to Section 3.4, (A) dispute or refrain from disputing, on behalf of each Participating Securityholder relative to any amounts to be received by such Securityholder thereunder, (B) negotiate and compromise, on behalf of each such Participating Securityholder, any dispute that may arise thereunder, and exercise or refrain from exercising any remedies available thereunder, (C) execute, on behalf of each such Participating Securityholder, any settlement agreement, release or other document with respect to such dispute or remedy and (D) authorize any payments or adjustments among any Persons referenced in ARTICLE III; (vii) engage attorneys, accountants, agents or consultants on behalf of the Participating Securityholders in connection with this Agreement or any other agreement contemplated hereby and paying any fees related thereto; (viii) make all other elections or decisions that the Seller Representative is authorized to make under any Transaction Document; and (ix) perform each such act and thing whatsoever that Seller Representative may be or is required to do, or which Seller Representative in its sole good faith discretion determines is desirable to do, pursuant to or to carry out the intent of the Transaction Documents, and to amend, modify or supplement any of the foregoing. Each Participating Securityholder, by execution of the Stockholder Support Agreement, Letter of Transmittal or

Option Cancellation Agreement, as applicable, acknowledges Shareholder Representative Services LLC as the Seller Representative and its authority as set forth herein.

(b) The grant of authority provided for in this Section 7.5 (i) is coupled with an interest and is being granted, in part, as an inducement to the Company and Parent to enter into this Agreement and will be irrevocable and survive the death, incompetency, bankruptcy, liquidation, merger or change of control of any Participating Securityholder and will be binding on any successor thereto and (ii) subject to this Section 7.5, may be exercised by Seller Representative acting by signing as Seller Representative of any Participating Securityholder.

(c) The Seller Representative may resign at any time upon three Business Days' notice to Parent and the Participating Securityholders. If Seller Representative or its heirs or their respective Representatives, as the case may be, advise Participating Securityholders that it is unavailable to perform it duties hereunder, within three Business Days of notice of such advice, an alternative Seller Representative will be appointed by a majority in interest of Participating Securityholders. Any references in this Agreement to Seller Representative shall be deemed to include any duly appointed successor Seller Representative.

(d) The Seller Representative will incur no liability of any kind with respect to any action or omission by the Seller Representative in connection with the Seller Representative's services pursuant to this Agreement and any agreements ancillary hereto, except in the event of liability directly resulting from the Seller Representative's fraud, gross negligence or willful misconduct. The Seller Representative shall not be liable for any action or omission pursuant to the advice of counsel. The Participating Securityholders will indemnify, defend and hold harmless the Seller Representative from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, "Representative Losses") arising out of or in connection with the Seller Representative's execution and performance of this Agreement and any agreements ancillary hereto, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been directly caused by the fraud, gross negligence or willful misconduct of the Seller Representative, the Seller Representative will reimburse the Participating Securityholders the amount of such indemnified Representative Loss to the extent attributable to such fraud, gross negligence or willful misconduct. If not paid directly to the Seller Representative by the Participating Securityholders, any such Representative Losses may be recovered by the Seller Representative from (i) the funds in the Reserve Account and (ii) the remaining amounts in the Indemnity Escrow Funds at such time as and solely to the extent that such remaining amounts would otherwise be distributable to the Participating Securityholders pursuant to the terms of Section 10.9; provided, that while this section allows the Seller Representative to be paid from the aforementioned sources of funds, this does not relieve the Participating Securityholders from their obligation to promptly pay such Representative Losses as they are suffered or incurred, nor does it prevent the Seller Representative from seeking any remedies available to it at law or otherwise. In no event will the Seller Representative be required to advance its own funds on behalf of the Participating Securityholders or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Participating Securityholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Seller Representative under this section. The foregoing indemnities will survive the Closing, the resignation or removal of the Seller Representative or the termination of this Agreement.

(e) The Seller Representative is hereby authorized to establish an account for the purposes of holding the Reserve Amount (the "Reserve Account"). The Seller Representative may use the

Reserve Amount to pay or reimburse any fees, costs, expenses or other obligations incurred by the Seller Representative pursuant to this Agreement or any agreements ancillary hereto. The Securityholders will not receive any interest or earnings on the Reserve Account and irrevocably transfer and assign to the Seller Representative any ownership right that they may otherwise have had in any such interest or earnings. The Seller Representative will not be liable for any loss of principal of the Reserve Amount other than as a result of its gross negligence or willful misconduct. The Seller Representative will hold these funds separate from its corporate funds, will not use these funds for its operating expenses or any other corporate purposes and will not voluntarily make these funds available to its creditors in the event of bankruptcy. Any expenses or taxable income incurred by the Seller Representative in connection with the performance of its duties under this Agreement shall not be the personal obligation of the Seller Representative but shall be payable by and attributable to the Securityholders based on each such Person's Pro Rata Portion, as applicable. Notwithstanding anything to the contrary in this Agreement, the Seller Representative shall be entitled and is hereby granted the right to set off and deduct any unpaid or non-reimbursed expenses and unsatisfied liabilities incurred by the Seller Representative in connection with the performance of its duties hereunder from amounts actually delivered to the Seller Representative pursuant to this Agreement. Additionally, in connection with any unpaid or non-reimbursed expenses and unsatisfied liabilities incurred by the Seller Representative in connection with the performance of its duties hereunder, the Seller Representative shall be entitled and is hereby granted the right to direct any funds that would otherwise be actually payable to Participating Securityholders from the Reserve Account to itself no earlier than the date such payments are actually made. The Seller Representative may also from time to time submit invoices to the Securityholders covering such expenses and liabilities, which shall be paid by the Participating Securityholders promptly following the receipt thereof on a pro rata basis based on their respective Pro Rata Portion, as applicable. Upon the request of any Participating Securityholder, the Seller Representative shall provide such Participating Securityholder with an accounting of all expenses and liabilities paid by the Seller Representative in its capacity as such. The Reserve Amount shall be retained in whole or in part by the Seller Representative for such time as the Seller Representative shall determine in its sole discretion. If the Seller Representative shall determine in its sole discretion to return all or any portion of the Reserve Amount to the Securityholders, such amount shall be distributed to the Participating Securityholders in accordance with Section 3.2(d). For tax purposes, the Reserve Account will be treated as having been received and voluntarily set aside by the Securityholders at the time of Closing.

(f) Each Securityholder, the Seller Representative and, prior to the Effective Time, the Company acknowledges and agrees that Parent, Merger Sub and, following the Effective Time, the Surviving Corporation shall be entitled to conclusively rely, without qualification, investigation or verification, on any action taken, or the failure to take any action (including during any period in which a successor Seller Representative has not been appointed pursuant to Section 7.5(c)), by the Seller Representative pursuant to this Section 7.5, and that each such action or inaction shall be binding on each Securityholder as fully as if such Securityholder had taken or failed to take such action.

Section 7.6 No Other Representations and Warranties; Non-Reliance.

(a) Parent acknowledges and agrees that it has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) and assets of the Acquired Companies, and acknowledges that it has been provided access to the personnel, properties, assets, premises, books and records, and other documents and data of the Acquired Companies for such purpose. Parent acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the Contemplated Transactions, Parent has relied solely upon the representations and warranties (x) of the Company set forth in ARTICLE IV of this Agreement (including the related portions of the Disclosure Schedule) and (y) solely with respect to the Person executing such Ancillary Agreement, set forth in the Ancillary Agreements and disclaims reliance on any other representations and warranties of any kind or nature express or implied; and (ii) none of the Securityholders,

the Acquired Companies or any other Person has made any representation or warranty as to a Securityholder, the Acquired Companies, the accuracy or completeness of any information regarding the Acquired Companies furnished or made available to Parent and its Representatives, or otherwise in connection with the Contemplated Transactions, except as expressly set forth in ARTICLE IV of this Agreement (including the related portions of the Disclosure Schedule) or solely with respect to the Person executing such Ancillary Agreement, any of the Ancillary Agreements. In furtherance of and without limiting the foregoing, in connection with the due diligence investigation of the Acquired Companies by Parent and its Representatives, Parent acknowledges and agrees that Parent and its Representatives have received and may continue to receive after the date hereof from the Company and its Representatives certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Acquired Companies and their businesses and operations. Parent hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and that Parent will have no claim against any of the Company, the Securityholders or any of their respective Representatives, or any other Person, with respect thereto, including as to the accuracy or completeness of any information provided, except and solely to the extent any such estimates, projections, forecasts or other forward-looking statement are the subject of a representation or warranty made in ARTICLE IV as of the date of this Agreement or, pursuant to the Company Certificate, as of the date of the Closing. Accordingly, Parent hereby acknowledges and agrees that, except for the representations and warranties expressly made in ARTICLE IV of this Agreement (including the related portions of the Disclosure Schedule) as of the date of this Agreement or, pursuant to the Company Certificate, as of the date of the Closing, none of the Company, the Securityholders nor any of their respective Representatives has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans.

(b) The Company acknowledges and agrees that none of Parent, Merger Sub or any of their respective Affiliates or Representatives has made, and the Company has not relied on (and the Company expressly disclaims any reliance on) any representation or warranty of any kind or nature, express or implied, made or purported to be made to or for the benefit of the Company or any of its Affiliates, directors, officers, equityholders or Representatives except for the representations and warranties made by Parent and Merger Sub expressly set forth in ARTICLE V of this Agreement or in any Ancillary Agreement, and the Company acknowledges that Parent, Merger Sub and their respective Affiliates and Representatives disclaim all such other representations and warranties.

Section 7.7 Release of Security Deposits. From and after the Closing Date, in the event the Leases set forth on Section 7.7 of the Disclosure Schedule are terminated, expire or are renewed, or, in any event, within eighteen (18) months following the Closing Date (the "Lease Payment Date"), Parent shall cause the Surviving Corporation to pay the amount of (i) the Lease Security Deposit or (ii) the cash underlying the Lease Letters of Credit which are being held as security for such Leases, as applicable (each such amount in clause (i) or (ii), a "Lease Security Deposit Amount"), after such Lease Security Deposit Amount is reduced for any deductions by the landlord upon the expiration or termination of the current term of such Lease. Such Lease Security Deposit Amount shall be distributed within 15 Business Days following the termination, expiration or renewal of the Lease related to such Lease Security Deposit Amount, or if such Lease has not terminated, expired or been renewed as of the Lease Payment Date, then promptly following such Lease Payment Date, (i) to the Paying Agent, for further distribution to each Participating Securityholder, with respect to the portion of such Lease Security Deposit Amount to be paid in respect of shares of Company Stock, Company Warrants, or Company Options (other than Employee Options), and Parent shall cause the Paying Agent to distribute such Participating Securityholder's Pro Rata Portion of such Lease Security Deposit Amount and (ii) to each Participating Securityholder that is an employee of the Company at the time such Lease Security Deposit Amount becomes due, in respect of Employee Options, the Pro Rata Portion of such Lease Security Deposit Amount through the Surviving

Corporation's payroll system on the first normal payroll date of the Surviving Corporation following such termination, expiration or renewal (such payment net of applicable withholding Taxes). Following the Closing, any payment made pursuant to this Section 7.7 shall be treated by the Parties, for all purposes, including U.S. federal income Tax and other applicable Tax purposes unless otherwise required by Applicable Law, as an adjustment to the cash proceeds received by the Securityholders in the transaction contemplated by this Agreement.

ARTICLE VIII
CONDITIONS TO CLOSE

Section 8.1 Conditions to Parent and Merger Sub's Obligations. The obligations of Parent and Merger Sub to consummate the Contemplated Transactions are subject to the satisfaction (or waiver by Parent in its sole discretion) of the following conditions as of the Closing Date:

(a) Representations and Warranties. (i)(A) The Fundamental Representations that are qualified by a Materiality Exception will be true and correct in all respects as of the date hereof and as of the Closing (other than such representations and warranties that expressly speak only as of a specific date or time, which will be true and correct as of such specified date or time) and (B) the Fundamental Representations that are not qualified by a Materiality Exception will be true and correct in all material respects as of the date hereof and as of the Closing (other than any such representations and warranties that expressly speak only as of a specific date or time, which will be true and correct in all material respects as of such specified date or time); and (ii) the other representations and warranties of the Company contained in this Agreement will be true and correct as of the date hereof and as of the Closing (disregarding any Materiality Exceptions and other than such representations and warranties that expressly speak only as of a specific date or time, which will be true and correct as of such specified date or time), except where the failure of such representations and warranties to be true and correct at such time has not, individually or in the aggregate, had a Material Adverse Effect.

(b) Performance. The Company shall have performed and complied in all material respects with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by it at or prior to the Closing.

(c) Compliance Certificate. The Company shall have delivered to Parent a certificate in the form of Exhibit J (the "Company Certificate"), dated as of the Closing Date, signed by a duly authorized representative of the Company.

(d) No Material Adverse Effect. There shall not have occurred any Material Adverse Effect since the date hereof.

(e) Regulatory Approvals. (i) The waiting periods (and any extensions thereof), if any, applicable to the Merger pursuant to the HSR Act will have expired or otherwise been terminated, and all requisite approvals and consents applicable thereto will have been obtained and (ii) any applicable waiting periods, together with any extensions thereof, and consents required from, or notices provided to, any Governmental Authority as set forth on Section 8.1(e) of the Disclosure Schedule shall have expired, been terminated, obtained or provided.

(f) Governmental Prohibition. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Applicable Law or any final, non-appealable Governmental Order that is in effect and restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions (each, a "Governmental Prohibition").

(g) Dissenters' Claims. The Appraisal Shares shall not represent in excess of 5% of the outstanding shares of Company Stock (assuming, for purposes of determining such number of shares, that the holders of Company Preferred Stock have converted their shares of Company Preferred Stock into Company Common Stock).

(h) Stockholder Approval. The Company shall have obtained and delivered to Parent the Stockholder Approval, which Stockholder Approval remains in effect as of the Closing.

(i) Stockholder Support Agreements. The holders of at least 85% of the issued and outstanding shares of Company Stock shall have executed and delivered to Parent a Stockholder Support Agreement.

(j) Option Cancellation Agreements. The holders of at least 80% of the issued and outstanding Company Options shall have executed and delivered to Parent an Option Cancellation Agreement.

(k) Warrant Cancellation Agreements. The holders of at least 90% of the issued and outstanding Company Warrants shall have executed and delivered to Parent a Warrant Cancellation Agreement.

(l) Restrictive Covenant Agreements. The individuals and institutional Stockholders set forth on Schedule 8.1(l) shall have delivered a fully executed restrictive covenant agreement in a form reasonably acceptable to Parent.

(m) Charter Amendment. The Company's Stockholders shall have adopted the Certificate of Amendment of the Sixth Amended and Restated Certificate of Incorporation of the Company, in the form attached hereto as Exhibit B.

(n) Ancillary Agreements. The Company shall have delivered all Ancillary Agreements and other documents, in each case, that are required to be delivered by the Company or the Securityholders at Closing pursuant to Section 3.5(a).

Section 8.2 Conditions to the Company's Obligations. The obligations of the Company to consummate the Contemplated Transactions are subject to the satisfaction (or waiver by the Company in its sole discretion) of the following conditions as of the Closing Date:

(a) Representations and Warranties. The representations and warranties of Parent contained in this Agreement will be true and correct in all material respects as of the date hereof and as of the Closing.

(b) Performance. Each of Parent and Merger Sub will have performed and complied in all material respects with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by it at or prior to the Closing.

(c) Compliance Certificate. Parent shall have delivered to the Company a certificate in the form of Exhibit K (the "Parent Certificate"), dated as of the Closing Date, signed by a duly authorized representative of Parent.

(d) Regulatory Approvals. (i) The waiting periods (and any extensions thereof), if any, applicable to the Merger pursuant to the HSR Act will have expired or otherwise been terminated, and all requisite approvals and consents applicable thereto will have been obtained and (ii) any applicable

waiting periods, together with any extensions thereof, and consents required from, or notices provided to, any Governmental Authority as set forth on Section 8.1(e) of the Disclosure Schedule shall have expired, been terminated, obtained or provided.

(e) Governmental Prohibition. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Governmental Prohibition.

(f) Ancillary Agreements. Parent and Merger Sub shall have delivered all Ancillary Agreements required to be delivered by Parent or Merger Sub at Closing pursuant to Section 3.5(b).

ARTICLE IX
TERMINATION

Section 9.1 Termination. This Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Parent and the Company;

(b) by either Parent or the Company if a Governmental Authority of competent jurisdiction has enacted, issued, promulgated, enforced or entered any Applicable Law or any final nonappealable Governmental Order permanently enjoining or otherwise prohibiting the Contemplated Transactions;

(c) subject to Section 11.10, by the Company or Parent, if the Closing has not occurred on or before 5:00 p.m., Pacific Time, on September 2, 2019, which date may be extended from time to time by mutual written consent of Parent and the Company (such date, as so extended from time to time, the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party if such Party's material breach of any of its obligations under this Agreement has been the proximate cause of, or has directly resulted in, the failure of the Closing to occur by the Termination Date;

(d) by the Company if (i) any of the representations and warranties of Parent contained in this Agreement fail to be true and correct such that the condition set forth in Section 8.2(a) would not be satisfied or (ii) Parent shall have breached or failed to comply with any of its obligations under this Agreement such that the condition set forth in Section 8.2(b) would not be satisfied and such failure or breach with respect to any such representation, warranty or obligation (A) cannot be cured or constitutes a breach of the obligation to consummate the Contemplated Transactions at the time established for such consummation pursuant to Section 2.2 or, (B) if curable, shall continue unremedied at the Termination Date or, if earlier, by the 30th day following written notice by the Company to Parent of such breach;

(e) by Parent if (i) any of the representations and warranties of the Company contained in this Agreement fail to be true and correct such that the condition set forth in Section 8.1(a) would not be satisfied or (ii) the Company shall have breached or failed to comply with any of its obligations under this Agreement such that the condition set forth in Section 8.1(b) would not be satisfied and such failure or breach with respect to any such representation, warranty or obligation (A) cannot be cured or, (B) if curable, shall continue unremedied at the Termination Date, or, if earlier, by the 30th day following written notice by Parent to the Company of such breach; or

(f) by Parent, by written notice to the Company, if the Stockholder Approval is not obtained by the Company and delivered to Parent within 24 hours after the execution and delivery of this

Agreement; *provided, however*, that this termination right shall no longer apply and shall expire if not invoked by Parent prior to actual delivery of the Stockholder Approval.

Any Party desiring to terminate this Agreement shall give written notice of such termination to the other Parties.

Section 9.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 9.1, this Agreement (other than the provisions of this ARTICLE IX, Section 7.4, Section 7.5(d) and ARTICLE XI (other than Section 11.10), as well as any defined terms used in such sections, which shall survive such termination) shall then be null and void and have no further force and effect and all other rights and Liabilities of the Parties hereunder will terminate without any Liability of any Party to any other Party, except that nothing herein shall relieve any Party from any Liability or damages resulting from any willful and material breach of this Agreement prior to such termination, in which case the non-terminating party (as between the Company and Parent) shall be entitled (i) first, to seek specific performance of this Agreement in accordance with Section 10.11 and (ii) second, if and only if a court of competent jurisdiction determines in a final, non-appealable order that specific performance of the terminating party's obligations hereunder is not available to such party, then such party may seek all remedies available at law or in equity (including seeking monetary damages); provided that, in no event shall the Company or the Parent be permitted or entitled to receive both a grant of specific performance that results in the Closing occurring and any form of monetary damages or remedy. For purposes of this Agreement, "willful and material breach" shall mean a deliberate and knowing act or a deliberate and knowing failure to act, which act or failure to act constitutes in and of itself a material breach of any covenant contained in this Agreement. No termination of this Agreement shall affect the obligations contained in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms.

ARTICLE X
INDEMNIFICATION

Section 10.1 Survival. The Parties, intending to modify any applicable statute of limitations, agree that (a) the representations and warranties in this Agreement and in any certificate delivered pursuant to Section 8.1(c) or Section 8.2(c), other than the Special Representations, shall survive the Closing until, and shall terminate on, the first anniversary of the Closing Date (the "General Survival Date"), and thereafter no claim shall be made by any Party or any of their respective Affiliates or Representatives in respect thereof, (b) the Special Representations (other than the representations and warranties in Section 4.13) shall survive the Closing until, and shall terminate on, the date that is three years following the Closing Date (the "Fundamental Survival Date"), and thereafter no claim shall be made by any Party or any of their respective Affiliates or Representatives in respect thereof, (c) the representations and warranties in Section 4.13 shall survive the Closing until, and shall terminate on, the date that is six years following the Closing Date (the "Tax Survival Date"), and thereafter no claim shall be made by any Party or any of their respective Affiliates or Representatives in respect thereof, (d) all covenants and agreements of the Parties contained in this Agreement that are to be performed in their entirety prior to the Closing shall terminate as of the Closing and all covenants and agreements of the Parties contained in this Agreement that are to be performed in whole or in part after the Closing Date shall survive in accordance with their respective terms until the date on which such covenant is fully performed, (e) the right of the Indemnified Parties to seek indemnification pursuant to Sections 10.2(b)-(h) shall terminate on the date that is three years following the Closing Date, and (f) the right of the Indemnified Parties to seek indemnification hereunder pursuant to Section 10.2(a) for (i) any Warranty Breach (other than any Warranty Breach of a Special Representation) shall expire on the General Survival Date, (ii) any Warranty Breach of a Special Representation (other than the representations and warranties in Section 4.13) shall expire on the Fundamental Survival Date and (iii) any breach or inaccuracy of any representation or warranty made by

the Company in Section 4.13 shall expire on the Tax Survival Date; provided, that, notwithstanding the foregoing, the applicable survival date for any Warranty Breach involving Fraud shall be the date that is six years following the Closing Date. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the Indemnified Party to the Seller Representative in accordance with the requirements of Section 10.4(a) or Section 10.4(b), as applicable, prior to the survival date applicable to a representation or warranty, shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved pursuant to this ARTICLE X. Parties acknowledge that the time periods set forth in this ARTICLE X for the assertion of claims under this Agreement are the result of arms'-length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the Parties. The representation and warranties of Parent and Merger Sub set forth in ARTICLE V shall not survive and shall terminate as of the Closing.

Section 10.2 Indemnification of Parent Parties. Subject to the terms and limitations in this ARTICLE X, from and after the Closing, Parent and its Affiliates including the Surviving Corporation and their respective Representatives (collectively, the "Indemnified Parties") shall be, severally and not jointly, indemnified by the Participating Securityholders in accordance with their respective Pro Rata Portions in respect of any loss, liability, fine, Taxes, cost, expense, penalty or damage including amounts paid in settlement, reasonable out of pocket fees, costs and expenses of counsel and other professionals and reasonable out of pocket expenses of investigation (collectively, "Damages"), but excluding any punitive Damages (other than to the extent paid or payable to a third party) (a "Loss") that such Indemnified Party suffers as a result of:

(a) any breach or inaccuracy of any representation or warranty made by the Company in ARTICLE IV of this Agreement or, solely with respect to the Person executing such Ancillary Agreement, in the Ancillary Agreements (a "Warranty Breach");

(b) any breach by the Company of any covenant or agreement to be performed by the Company hereunder;

(c) all Indebtedness of any Acquired Company outstanding as of the Closing to the extent not taken into account in calculating the Aggregate Consideration Amount;

(d) all Company Transaction Expenses outstanding as of the Closing to the extent not taken into account in calculating the Aggregate Consideration Amount;

(e) any claim (including the exercise of any appraisal or dissenter's rights or any other equitable remedy) by or on behalf of any Person (or his, her or their heirs, successors or assigns) who is a current or former, or purports to be or have the rights of a current or former, direct or indirect securityholder of the Company or any of its Subsidiaries, in each case solely in such Person's capacity as a Securityholder or purported Securityholder of the Company, in connection with the distribution or allocation of the Aggregate Consideration Amount (or the failure to distribute or allocate any of the Aggregate Consideration Amount in accordance with and as required by the Organizational Documents of the Company) between or among any of them;

(f) any inaccuracies in the Company Closing Statement or claims or disputes regarding the allocation of the Estimated Aggregate Consideration Amount among the Securityholders or any Person purporting to be an Securityholder, (ii) any inaccuracies in the Payment Schedule or claims or disputes regarding the calculation and preparation of the Payment Schedule between or among the Surviving Corporation, Securityholders or any Person purporting to be a Securityholder and (iii) Dissenter Costs;

(g) any claim made, threatened or asserted by any current or former (or purported) holder of Company Options or Company Warrants, solely in such Person's capacity as a current or former (or purported) holder of Company Options or Company Warrants, in connection with the payments with respect to, the cancellation and termination of, or the acceleration or non-acceleration of, any Company Options or Company Warrants in connection with the Contemplated Transactions; and

(h) all Indemnified Taxes (excluding any item of Indemnified Taxes to the extent included (i) in clause (d) of the definition of Indebtedness, (ii) as a liability in the Closing Net Working Capital Amount or (iii) as an item of Company Transaction Expenses, in each case, as finally determined hereunder).

Section 10.3 Limitations.

(a) Notwithstanding anything herein to the contrary, except in the case of Fraud, even if an Indemnified Party would otherwise be entitled to indemnification for a Loss pursuant to this Agreement for any Warranty Breach (other than any Warranty Breach of a Special Representation), such Indemnified Party shall not be indemnified for such Loss unless and until the amount of Losses for Warranty Breaches (other than any Warranty Breach of a Special Representation) eligible for indemnification pursuant to Section 10.2(a) with respect to such claim (together with any other Warranty Breach (other than any Warranty Breach of a Special Representation) which is based on the same underlying facts, situations, circumstances, actions, failures to act, activities or transactions as such Warranty Breach) exceeds an amount equal $25,000 (the "Per Claim Threshold"), and then, subject to Section 10.3, the Indemnified Parties shall be entitled to recover for Losses in respect of such Warranty Breach in excess of the Per Claim Threshold (it being understood that no Indemnified Party shall be entitled to receive indemnification for any Losses with respect to any single claim or series of related claims in the event that such Losses are less than the Per Claim Threshold).

(b) Except in the case of Fraud, the indemnification obligations of the Participating Securityholders, to the extent related to a Warranty Breach, shall be limited to the Indemnity Escrow Funds; provided that the foregoing limitation shall not apply to a Warranty Breach of the Special Representations, and the indemnification obligation of each Participating Securityholder with respect to a Warranty Breach of a Special Representation shall be limited to the portion of the Aggregate Consideration Amount actually received by such Participating Securityholder. The indemnification obligations of each of the Participating Securityholders pursuant to Section 10.2(b) through Section 10.2(h) shall be limited to the portion of the Aggregate Consideration Amount actually received by such Participating Securityholder. Except as to only the Participating Securityholder who committed such Fraud, the indemnification obligations of the Participating Securityholders for any Fraud shall be limited to the portion of the Aggregate Consideration Amount actually received by such Participating Securityholder.

(c) Without limiting the effect of any other limitation contained in this Section 10.3, except in the case of Fraud, even if an Indemnified Party would otherwise be entitled to indemnification for a Loss pursuant to this Agreement for any Warranty Breach (other than any Warranty Breach of a Special Representation), such Indemnified Party shall not be indemnified for such Loss unless and until the aggregate amount of Losses against which such Indemnified Party would otherwise be entitled to be indemnified exceeds $675,000 (the "Basket"), at which point the Indemnified Parties will be entitled to collect all of such Losses in excess of the Basket.

Section 10.4 Procedures for Third Party Claims.

(a) To be entitled under this Agreement to indemnification in respect of a claim or demand by another Person that is not a Party to this Agreement or an Affiliate of a Party to this Agreement

(a "Third Party Claim"), the Indemnified Party must deliver to Seller Representative, promptly, but in any event within 30 Business Days of becoming aware of any claim or demand for which a claim for indemnification could be made hereunder, written notice thereof, specifying, to the extent then known by the Indemnified Party, the amount of such claim, the nature and basis of such claim and all relevant facts and circumstances relating thereto, including copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim; provided, however, that no delay on the part of the Indemnified Party in notifying the Seller Representative shall relieve the Participating Securityholders of any Liability hereunder, except (i) to the extent that the delay of any third party Action has been actually and materially prejudiced by the Indemnified Party's failure to give such notice or (ii) if such notice is delivered after the expiration of the applicable period set forth in Section 10.1. Thereafter, the Indemnified Party shall keep the Seller Representative informed on a current basis as to any changes or developments with respect to the foregoing, including by providing copies of all notices and documents (including court papers) from time to time received by the Indemnified Party relating to the Third Party Claim.

(b) If a Third Party Claim is made against an Indemnified Party, the Seller Representative shall be entitled to participate in the defense thereof and may upon written notice given to the Indemnified Party within 15 days of the receipt by the Seller Representative of the first notice of such Third Party Claim assume the defense thereof, at the Participating Securityholders' cost, with counsel selected by the Seller Representative; provided, however, that the Seller Representative shall not be entitled to assume control of such defense and the Indemnified Party shall have the right to control such defense if (i) such Third Party Claim seeks injunctive, equitable or other non-monetary relief (except where non-monetary relief is merely incidental to a primary claim or claims for monetary damages), (ii) such Third Party Claim involves criminal or quasi-criminal allegations, (iii) the Indemnified Party has been advised by counsel that an actual conflict of interest exists between the Seller Representative and the Indemnified Party, (iv) the Losses stemming from such Third-Party Claim are reasonably likely, after giving effect to all prior or pending indemnification claims (whether or not Third-Party Claims), to be greater than the balance of the Indemnity Escrow Funds or (v) such Third Party Claim related to Taxes; provided, further, that prior to, and as an express condition of, assuming control of such defense, the Seller Representative shall first covenant and verify to the Indemnified Party in writing that the Participating Securityholders shall be fully responsible (with no reservation of any rights, but subject to the limitations set forth in this ARTICLE X) for all Losses relating to such Third Party Claim for indemnification and that it shall provide full indemnification to the Indemnified Party with respect to such Third Party Claim in accordance with and subject to the limitations of this ARTICLE X. If the Seller Representative assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Seller Representative, it being understood, however, that the Seller Representative shall control such defense. The party controlling the defense of a Third Party Claim shall keep the other party reasonably advised of the status of such action, suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the other party with respect thereto. If the Indemnified Party defends a Third Party Claim, the Indemnified Party shall be entitled to settle, discharge or compromise such Third Party Claim without the written consent of the Seller Representative, provided that such settlement, discharge or compromise shall not be dispositive of the existence of a claim for indemnification pursuant to this ARTICLE X or the amount of any Losses with respect thereto. If the Seller Representative elects to defend a Third Party Claim, each Party shall cooperate in the defense or prosecution of such Third Party Claim. Such cooperation shall include the retention and (upon the Seller Representative's request) the provision to the Seller Representative of records and information (including those of the Acquired Companies, if applicable) which are reasonably relevant to such Third Party Claim, and making employees (including those of the Acquired Companies if applicable) available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Seller Representative shall not, without the Indemnified Party's consent, settle, discharge or compromise any Third Party Claim or consent to the entry of any judgment if such settlement,

discharge or compromise that (A) involves any finding or admission of any violation of Applicable Law on behalf of the Indemnified Party or any of its Affiliates or any of their respective Representatives, (B) does not cause each Indemnified Party that is party to such Third Party Claim to be fully and unconditionally released from all Liability with respect to such claim, or (C) imposes equitable remedies or material non-monetary obligations on the Indemnified Party.

Section 10.5 Procedures for Inter-Party Claims. In the event that an Indemnified Party determines that it has a claim for Losses against the Participating Securityholders hereunder (other than as a result of a Third Party Claim), the Indemnified Party shall give prompt written notice thereof to the Seller Representative specifying (to the extent known and quantifiable) the amount of such claim, the nature and basis of the alleged breach giving rise to such claim and all relevant facts and circumstances relating thereto; provided, however, that no delay on the part of the Indemnified Party in notifying the Seller Representative shall relieve the Participating Securityholders of any Liability hereunder, except (i) to the extent that the Participating Securityholders have been actually and materially prejudiced by the Indemnified Party's failure to give such notice or (ii) if such notice is delivered after the expiration of the applicable period set forth in Section 10.1. The Indemnified Party shall provide the Seller Representative with reasonable access to its books and records (including the Acquired Companies' books and records) during normal business hours upon reasonable advance notice for the purpose of allowing the Seller Representative a reasonable opportunity to verify any such claim for Losses. The Seller Representative shall notify the Indemnified Party within 30 days following its receipt of such notice if the Seller Representative disputes liability to the Indemnified Party under this ARTICLE X. If the Seller Representative does not so notify the Indemnified Party, the claim specified by the Indemnified Party in such notice shall be conclusively deemed to be a liability of the Participating Securityholders under this ARTICLE X, and in the case of any notice in which the amount of the claim (or any portion of the claim) has been finally determined, the Participating Securityholders shall pay, or cause to be paid, such amount to the Indemnified Party in accordance with Sections 10.8 and 10.9 and subject to the terms and conditions of this ARTICLE X or, in the case of any notice in which the amount of the claim (or any portion of the claim) is estimated, on such later date when the amount of such claim (or such portion of such claim) becomes finally determined, in accordance with Sections 10.8 and 10.9 and subject to the terms and conditions of this ARTICLE X. If the Seller Representative has timely disputed Liability with respect to such claim as provided above, the Seller Representative and Parent shall negotiate in good faith to resolve such dispute. Promptly following the final determination of the amount of the Losses which the Indemnified Party has suffered (whether determined in accordance with this Section 10.5 or by a court of competent jurisdiction pursuant to Section 11.8), the Seller Representative and the Indemnified Party shall jointly instruct the Escrow Agent to pay the amount of such Losses, if any, to the Indemnified Party from the remaining balance of the Indemnity Escrow Funds in accordance with Section 10.9 and subject to the terms and conditions of this ARTICLE X.

Section 10.6 Duty to Mitigate. The Indemnified Parties shall use commercially reasonable efforts to mitigate their Losses as required by Applicable Law.

Section 10.7 Determination of Loss Amount.

(a) For purposes of determining the amount of any indemnification obligation to any Indemnified Party for any Losses, appropriate reductions shall be made to reflect (i) the recovery pursuant to any insurance policy actually received by any Indemnified Party in respect of such Losses (net of any costs incurred by the Indemnified Party in connection with such recovery or increases in insurance premiums paid by the Indemnified Party as a result of such recovery) and (ii) any other recovery actually received by any Indemnified Party from a third party pursuant to any reimbursement arrangements, indemnification rights, contribution agreements, holdback, offset or set-off agreements or similar arrangements (net of any expenses incurred by such Indemnified Party in collecting such amount). If an

indemnification payment pursuant to this ARTICLE X is received by any Indemnified Party, and such Indemnified Party later receives proceeds of an insurance policy or other such third party payments, in each case as described in the immediately preceding sentence, in respect of such Losses, such Indemnified Party shall promptly notify the Seller Representative, and promptly, but in any event no later than 10 Business Days after delivery of such proceeds, such Indemnified Party shall pay to such indemnifying party an amount equal to the lesser of (A) any such insurance proceeds or such other third party payments and (B) the actual amount of the indemnification payments previously paid with respect to such Losses.

(b) Where the same set of facts qualifies under more than one provision entitling a party to a claim or remedy under this Agreement, such party shall not be entitled to recover Losses in respect of such claim or remedy more than once. No Indemnified Party may recover duplicative Losses in respect of a single set of facts or circumstances under more than one representation or warranty in this Agreement regardless of whether such facts or circumstances would give rise to a breach of more than one representation or warranty in this Agreement. Notwithstanding the foregoing, this Section 10.7(b) shall not modify, limit or restrict an Indemnified Party from making multiple claims for Losses with respect to the same facts or circumstances provided that the Indemnified Party does not actually receive duplicative payments for the same Losses.

(c) Notwithstanding anything in this Agreement to the contrary, for purposes of determining whether any representation or warranty has been breached and the amount of Losses arising therefrom, each representation and warranty in this Agreement and the schedules and exhibits hereto shall be read without regard and without giving effect to the Materiality Exceptions or similar words or phrases contained in such representation or warranty (as if such words or phrases were deleted from such representation and warranty).

Section 10.8 Payment of Losses. Any indemnification of the Indemnified Parties pursuant to Section 10.2 shall be effected by wire transfer of immediately available funds to an account designated in writing by the applicable Indemnified Party within five days after a final determination thereof by Parent and the Seller Representative that is binding on the indemnitor; provided, however, that any indemnification owed to the Indemnified Parties (i) pursuant to Section 10.2(a) with respect to a Warranty Breach (other than with respect to a claim for a Warranty Breach of any Special Representation) shall be satisfied solely from the Indemnity Escrow Funds; and (ii) pursuant to (x) Section 10.2(a) with respect to a Warranty Breach of any Special Representation or (y) Section 10.2(b) through Section 10.2(h) shall be satisfied first out of the Indemnity Escrow Funds with the remainder, if any, to be satisfied by the Participating Securityholders on a several, but not joint and several, basis in accordance with their respective Pro Rata Portions, in each case, subject to the limitations in this ARTICLE X; provided, further, that any indemnification owed to the Indemnified Parties pursuant to any breach or innaccuracy of any representation or warranty made by a Participating Securityholder in any Ancillary Agreement shall be satisfied at the election of the Indemnified Parties by (x) an off-set against any distributions made from the Indemnity Escrow Funds allocable to such Participating Securityholder, (y) directly from the applicable Participating Securityholder or (z) a combination of both clauses (x) and (y).

Section 10.9 Escrow Release. On the General Survival Date, the Escrow Agent shall release, and Parent shall promptly direct the Escrow Agent to release, to the Paying Agent and the Surviving Corporation (as directed by the Seller Representative and Parent) an amount equal to the difference between (a) the then remaining balance of the Indemnity Escrow Funds, minus (b) the amount of all Losses for which an Indemnified Party has timely made a claim for indemnification in accordance with the requirements of Section 10.4(a) or Section 10.5, as applicable, and which claim has not then been finally determined in accordance with this ARTICLE X. In the event any portion of the Indemnity Escrow Funds is not released to the Paying Agent and/or the Surviving Corporation on the General Survival Date as a result of the reduction in respect of the foregoing clause (b), following the final determination of any of

such outstanding claims and, as applicable, payment in respect thereof in accordance with and subject to the terms and conditions of this ARTICLE X, the Seller Representative shall be entitled to, and Parent shall promptly and in any event within two Business Days of such final determination, direct the Escrow Agent to release to the Paying Agent and the Surviving Corporation (as directed by the Seller Representative and Parent) an amount as determined pursuant to the first sentence of this Section 10.9 (after giving effect to the resolution and, as applicable, payment of such claim).

Section 10.10 Treatment of Indemnity Payments. Following the Closing, any payment made pursuant to this ARTICLE X shall be treated by the Parties, for all purposes, including U.S. federal income Tax and other applicable Tax purposes unless otherwise required by Applicable Law, as an adjustment to the cash proceeds received by the Securityholders in the transaction contemplated by this Agreement.

Section 10.11 Exclusive Remedy. Parent acknowledges and agrees that, subject to (i) Section 3.4 with respect to the determination of the Aggregate Consideration Amount, (ii) Section 11.10, and (iii) solely with respect to the Participating Securityholder executing an Ancillary Agreement, any rights and remedies Parent may have under such Ancillary Agreement for breach thereof (including, for the avoidance of doubt, for any willful and knowing common law fraud with the specific intent to deceive by such Participating Securityholder in the making of such Participating Securityholders' representations and warranties set forth in such Ancillary Agreement), its sole and exclusive remedy following the Closing with respect to any and all claims relating to the subject matter of this Agreement, the Ancillary Agreements and the Contemplated Transactions shall be pursuant to the indemnification provisions set forth in this ARTICLE X, and no Indemnified Party may bring or pursue any claim directly or personally against a Participating Securityholder other than through the indemnification provisions set forth in this ARTICLE X.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service or sent by email. Any such notice, request, demand, claim or other communication shall be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) the Business Day after it is deposited with such nationally recognized overnight courier service, if sent for overnight delivery by a nationally recognized overnight courier service or (c) the day of sending, if sent by email prior to 5:00 p.m. (Pacific Time) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (Pacific Time) on any Business Day or on any day other than a Business Day:

If to the Company (prior to the Closing), to:

Distil Networks, Inc.
4501 N. Fairfax Drive
Suite 200
Arlington, VA 22203
Attention: Tiffany Kleemann; tiffany.kleemann@distilnetworks.com
Rich Peterson; rich.peterson@distilnetworks.com

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

Cooley LLP
1299 Pennsylvania Avenue, NW
Suite 700
Washington, DC 20004
Attention: Josh Holleman; jholleman@cooley.com

If to Parent or Merger Sub (or to the Company after the Closing), to:

Imperva, Inc.
3400 Bridge Parkway
Redwood Shores, California 94065
Attention: Shu White (General Counsel); shu.white@imperva.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60634
Attention: Gerald T. Nowak, P.C.; gnowak@thomabravo.com;
Corey D. Fox, P.C.; cfox@kirkland.com; Peter Stach;
peter.stach@kirkland.com

and

c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, California 94111
Attention: Seth Boro; sboro@thomabravo.com
Chip Virnig; cvirnig@thomabravo.com
Andrew Almeida; aalmeida@thomabravo.com

If to the Seller Representative or, after Closing, to the Securityholders, to:

Shareholder Representative Services LLC
950 17th Street, Suite 1400
Denver, Colorado 80202
Attention: Managing Director
Email: deals@srsacquiom.com
Facsimile: (303) 623-0294
Telephone: (303) 648-4085

Each of the Parties may specify a different address or addresses by giving notice in accordance with this Section 11.1 to each of the other Parties.

Section 11.2 Succession and Assignment; No Third-Party Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. No Party may assign, delegate or otherwise transfer either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties, and any attempt to do so will be null and void *ab initio*; provided, that no consent shall be required in connection

with an assignment pursuant to Section 7.5(c); provided further, that (a) Parent or Merger Sub may, without the prior written consent of the Seller Representative or the Company, assign, delegate or otherwise transfer their respective rights and obligations hereunder to any Affiliate of Parent or Merger Sub (which assignment, delegation or transfer shall not relieve Parent or Merger Sub, as applicable, of their respective obligations hereunder) or, following the Closing, to any successor or purchaser of any material part of the business of Parent, the Surviving Corporation and their respective Subsidiaries and (b) Parent, the Surviving Corporation and their respective Subsidiaries may assign this Agreement and any of the provisions hereof without the written consent of the other parties hereto for collateral security purposes to any lenders providing financing to such party (which assignment shall not relieve Parent of its obligations hereunder). Except as expressly provided herein (including with respect to the Indemnified Parties and the D&O Indemnified Persons), this Agreement is for the sole benefit of the Parties and their successors and permitted assignees and nothing herein expressed or implied will give or be construed to give any Person, other than the Parties and such successors and permitted assignees, any other right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.3 Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by Parent and (a) if prior to the Closing, the Company or (b) if following the Closing, the Seller Representative, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver by any Party of any breach or violation of, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach or violation of, default under, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence except to the extent specified by such Party in such waiver. No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

Section 11.4 Entire Agreement. This Agreement, together with the other Ancillary Agreements and any documents, instruments and certificates explicitly referred to herein, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, with respect thereto. The Parties acknowledge that, except as expressly provided in ARTICLE IV and ARTICLE V (in each case as modified by the disclosure schedules) and in the Ancillary Agreements, none of the Parties hereto has made or is making any representations or warranties whatsoever, implied or otherwise.

Section 11.5 Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement will become effective when duly executed and delivered by each Party. Counterpart signature pages to this Agreement may be delivered by electronic delivery (*i.e.*, by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes.

Section 11.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under Applicable Law, be invalid or unenforceable in any respect, each Party intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, Applicable Law.

Section 11.7 Governing Law. This Agreement, the rights of the Parties hereunder and all Actions arising in whole or in part under or in connection herewith (whether sounding in contract, tort or equity), will be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws or any statute of limitations of any other jurisdiction.

Section 11.8 Jurisdiction; Venue; Service of Process.

(a) Jurisdiction. Subject to the provisions of Section 3.4, each of the Parties, by its execution hereof, hereby (i) irrevocably submits to the exclusive jurisdiction of the United States District Court located in the State of Delaware and the state courts of the State of Delaware for the purpose of any Action among any of the Parties relating to or arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement or the Contemplated Transactions, (ii) waives to the extent not prohibited by Applicable Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such Action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other Action in any other court other than one of the above-named courts or that this Agreement, any Ancillary Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (iii) agrees not to commence any such Action other than before one of the above-named courts. Notwithstanding the previous sentence, a Party may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(b) Venue. Each of the Parties agrees that for any Action among any of the Parties relating to or arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement or the Contemplated Transactions, such Party shall bring such Action only in the State of Delaware. Notwithstanding the previous sentence, a Party may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts. Each Party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

(c) Service of Process. Each of the Parties hereby (i) consents to service of process in any Action among any of the Parties relating to or arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement or the Contemplated Transactions in any manner permitted by Delaware law, (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 11.1, will constitute good and valid service of process in any such Action and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such Action any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.

Section 11.9 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-

FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 11.10 Specific Performance. Notwithstanding anything in this Agreement to the contrary, the Parties agree that irreparable damage would occur in the event that any of the obligations, undertakings, covenants or agreements contained in this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, without any bond or other security being required, and to enforce specifically the terms and provisions of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy, this being in addition to any other remedy to which the Parties are entitled at law or in equity. Notwithstanding the foregoing, the Company shall be entitled to cause Parent to consummate the Closing by a decree of specific performance if, but only if (a) all of the conditions set forth in Section 8.1 hereof have been satisfied or waived (other than those conditions which by their terms are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing); (b) Parent has failed to consummate the Closing by the date the Closing is required to have occurred pursuant to Section 2.2; (iii) the Company has confirmed in writing that it is ready, willing and able to consummate the Closing, subject to the limitations set forth in Section 2.2, and has not revoked such confirmation; and (iv) Parent fails to consummate the Closing within three Business Days following receipt by Parent of such written notice from the Company.

Section 11.11 Disclosure Schedule. The Disclosure Schedule has been arranged, for purposes of convenience only, as separate scheules corresponding to the subsections of this Agreement. The representations and warranties contained in ARTICLE IV of this Agreement are subject to (a) the exceptions and disclosures set forth in the part of the Disclosure Schedule corresponding to the particular subsection of ARTICLE IV in which such representation and warranty appears; (b) any exceptions or disclosures explicitly cross-referenced in such part of the Disclosure Schedule by reference to another part of the Disclosure Schedule; and (c) any exception or disclosure set forth in any other part of the Disclosure Schedule to the extent it is reasonably apparent on its face that such exception or disclosure qualifies or is intended to qualify such representation and warranty. No reference to or disclosure of any item or other matter in the Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedule. The information set forth in the Disclosure Schedule is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever, including of any violation of Applicable Law or breach of any agreement. The Disclosure Schedule and the information and disclosures contained therein are intended only to qualify and limit the representations, warranties and covenants of the Company contained in this Agreement. Nothing in the Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in this Agreement or create any covenant. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature.

Section 11.12 Waiver of Conflicts.

(a) The Parties acknowledge that at all times relevant hereto up to the Closing, Cooley LLP ("Company Counsel") has represented only the Company. If subsequent to the Closing any dispute

were to arise relating in any manner to this Agreement or the Escrow Agreement between the Seller Representative, on the one hand, and another Party, on the other hand (each a "Dispute"), the Parties consent to Company Counsel's representation of the Securityholders in the Dispute(s). The Parties acknowledge that, prior to the Closing, Company Counsel has been and will be providing legal advice to the Company in connection with the Contemplated Transactions and in such capacity will have obtained confidential information of the Company (the "Company Confidential Information"). The Company Confidential Information includes all communications, whether written or electronic, concerning the Contemplated Transactions including any communications between Company Counsel, the directors, officers, stockholders, accounting firm, and/or employees of the Company, and all files, attorney notes, drafts or other documents directly relating to this Agreement or other related agreements, which predate the Closing (collectively, the "Company Counsel Work Product"). In any Dispute, to the extent that any Company Confidential Information is in Company Counsel's possession at the Effective Time, such Company Confidential Information may be used on behalf of the Seller Representative in connection with such Dispute at the sole discretion of the Seller Representative. In any Dispute, the Parties waive the right to present any Company Counsel Work Product as evidence in any legal proceeding arising out of such Dispute. The Parties waive their right to access any Company Counsel Work Product, except as reasonably necessary in connection with an Action that is not a Dispute. This Section 11.2 shall not grant any rights to the Seller Representative with respect to Company Confidential Information except as described herein.

(b) Company Counsel has acted as counsel for the Company in connection with this Agreement and the Contemplated Transactions prior to the Closing (the "Acquisition Engagement") and, in that respect, not as counsel for any other Person, including, without limitation, Parent. Company Counsel may represent post-Closing the Seller Representative with respect to other matters that may include post-Closing matters related to this Agreement and the Contemplated Transactions. Only the Company shall be considered a client of Company Counsel in the Acquisition Engagement. To the extent that communications between the Company, on the one hand, and Company Counsel, on the other, relate to the Acquisition Engagement, such communications shall be deemed to be attorney-client confidences that belong solely to the Company, and not to Parent or the Surviving Corporation. Without limiting the foregoing, upon and after the Closing: (i) the Seller Representative, as successor to the Company for this purpose, shall be the sole holder of the attorney-client privilege with respect to the Acquisition Engagement, and none of Parent or the Surviving Corporation shall be a holder thereof; (ii) to the extent that files of Company Counsel with respect to the Acquisition Engagement constitute property of the client, only the Seller Representative shall hold such property rights; and (iii) Company Counsel shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to Parent or the Surviving Corporation by reason of any attorney-client relationship between Company Counsel and the Company; provided, however, that to the extent any communication is both related and unrelated to the Acquisition Engagement, Company Counsel shall provide appropriately redacted versions of such communications to the Surviving Corporation upon request. Notwithstanding anything to the contrary contained herein, the Seller Representative may not take any action that could result in the waiver of the attorney-client privilege with respect to the Acquisition Engagement described in this Section 11.12(b) without the prior written consent of Parent or the Surviving Corporation (other than in connection with a dispute between Parent or the Surviving Corporation, on the one hand, and the Seller Representative, on the other hand, arising out of this Agreement or the Contemplated Transactions).

[Signature pages follow.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

PARENT:

IMPERVA, INC.

DocuSigned by:
By: Chris Hylen
FED7A9647B70435...
Name: Christopher Hylen
Title: President and Chief Executive Officer

MERGER SUB:

DISTIL ACQUISITION SUB, INC.

DocuSigned by:
By: Chris Hylen
FED7A9647B70435...
Name: Christopher Hylen
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

PARENT:

IMPERVA, INC.

By: _____
Name:
Title:

MERGER SUB:

DISTIL ACQUISITION SUB, INC.

By: _____
Name:
Title:

COMPANY:

DISTIL NETWORKS, INC.

By: _____
Name: Tiffany Olson Kleemann
Title: Chief Executive Officer

Solely in his, her or its capacity as Seller Representative:

SELLER REPRESENTATIVE:

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as Seller Representative

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

PARENT:

IMPERVA, INC.

By: _____
Name:
Title:

MERGER SUB:

DISTIL ACQUISITION SUB, INC.

By: _____
Name:
Title:

COMPANY:

DISTIL NETWORKS, INC.

By: _____
Name:
Title:

SELLER REPRESENTATIVE:

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as Seller Representative

By: _____
Name: Sam Riffe
Title: Managing Director

EXHIBIT A

STOCKHOLDER SUPPORT AGREEMENT

This STOCKHOLDER SUPPORT AGREEMENT (this "Agreement"), dated as of June 3, 2019, is made by and among the Stockholders on the signature pages hereto (collectively, the "Supporting Stockholders"), Imperva, Inc., a Delaware corporation ("Parent"), and Distil Acquisition Sub, Inc. a Delaware corporation and a wholly-owned subsidiary of Parent (the "Merger Sub"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, Merger Sub, Distil Networks, Inc., a Delaware corporation (the "Company"), and the Seller Representative identified therein have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented or modified from time to time, the "Merger Agreement"), pursuant to which Parent will acquire all of the issued and outstanding equity securities of the Company in a transaction whereby Merger Sub will be merged with and into the Company with the Company surviving as the Surviving Corporation and a wholly-owned Subsidiary of Parent (the "Merger") on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, the Supporting Stockholders own beneficially and of record the shares of Company Preferred Stock and/or the shares of Company Common Stock, par value $0.0001 per share, in each case, as set forth on the signature pages hereto under each such Supporting Stockholder's signature (the "Covered Securities"); and

WHEREAS, as a condition and material inducement to Parent's and Merger Sub's willingness to enter into the Merger Agreement, each of Parent and Merger Sub has required that each of the Supporting Stockholders agree, and in order to induce Parent and Merger Sub to enter into the Merger Agreement and to consummate the Contemplated Transactions, each of the Supporting Stockholders agrees, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
VOTING AND SUPPORT AGREEMENT; COVENANTS

Section 1.1 Agreement to Vote; Covenants to Support.

(a) Each Supporting Stockholder hereby agrees that he, she or it shall, at any meeting of the Stockholders, however called, or in connection with any written consent of Stockholders, vote or consent (or cause to be voted or consented), in person or by proxy all Covered Securities (i) in favor of the adoption of the Merger Agreement and the approval of the

Merger and the other transactions contemplated by the Merger Agreement and any other actions contemplated by the Merger Agreement and this Agreement and any actions required by the Company in furtherance thereof and hereof, including, without limitation, delivering a written consent in favor thereof as contemplated by the Merger Agreement (the "Affirmative Vote"), (ii) against approval of any proposal made in opposition to, or in competition with, the Merger Agreement or the consummation of the Contemplated Transactions, and (iii) against any transaction described or contemplated by Section 6.6 of the Merger Agreement or any other competing or alternative acquisition proposal for the Company or any of its Subsidiaries.

(b) At or prior to the Effective Time, each Supporting Stockholder shall execute and deliver to the Company a duly completed and validly executed Letter of Transmittal, substantially in the form attached to the Merger Agreement as Exhibit D (together with the documentation evidencing the Affirmative Vote, the "Support Documents").

(c) Except as set forth in Section 1.1(a), no Supporting Stockholder shall be restricted from voting in favor of, against or abstaining with respect to any matter presented to the Stockholders, including that nothing in this Agreement shall preclude such Supporting Stockholder from exercising full power and authority to vote in Supporting Stockholder's sole discretion for or against any proposal submitted to a vote of the Company's stockholders to approve any payment that would, in the absence of such approval, constitute a parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended.

(d) The Selling Holders (as defined in the Fourth Amended and Restated Voting Agreement, dated December 8, 2017, by and among the Company, the Investors (as defined therein) and the Key Holders (as defined therein) (the "Voting Agreement")) have approved the Merger and the Contemplated Transactions, and each party hereto hereby agrees that the Merger and the Contemplated Transactions constitute a "Sale of the Company" as defined in the Voting Agreement.

(e) Each Supporting Stockholder hereby gives any consents or waivers that are reasonably required for the consummation of the Merger and the transactions contemplated by the Merger Agreement under the terms of any agreement or instrument to which such Supporting Stockholder is a party or in respect of any rights such Supporting Stockholder may have in connection with the Contemplated Transactions, including the Merger (whether such rights exist under the Company's Organizational Documents, any Contractual Obligation of the Company, under Applicable Law or otherwise, including any rights of first refusal, redemption rights or any similar rights with respect to the Covered Securities), it being understood that the foregoing is not intended to be a waiver of any rights under the Merger Agreement or any other agreements entered into in connection therewith (including any rights to receive a portion of the Applicable Per Share Amount pursuant to the Merger Agreement).

(f) Each Supporting Stockholder hereby agrees to vote all of his, her or its shares of Company Preferred Stock (if any) in favor of any amendments to the Company's Organizational Documents or to otherwise make such other elections or give such other notices as may be required to effect the distribution of the Aggregate Consideration Amount pursuant to the Merger Agreement, including by providing the notice required by Section 3.4 of the Voting Agreement.

Section 1.2 Prior Proxies. Each Supporting Stockholder hereby revokes (or agrees to cause to be revoked) any proxies that such Supporting Stockholder has heretofore granted with respect to the Covered Securities owned by such Supporting Stockholder, other than any proxy granted pursuant to Section 4.2 of the Voting Agreement.

Section 1.3 Dissenters' Rights. Each Supporting Stockholder hereby irrevocably and unconditionally waives and agrees not to exercise any rights of appraisal, quasi appraisal or any dissenters' rights (or similar claims) that such Supporting Stockholder may have (whether under Applicable Law or otherwise) or could potentially have or acquire in connection with the execution and delivery of the Merger Agreement or consummation of the Contemplated Transactions (including the Merger).

Section 1.4 Merger Agreement; Joinder. Each Supporting Stockholder hereby acknowledges receipt of the Merger Agreement and acknowledges having had sufficient opportunity to review the Merger Agreement and all schedules and exhibits thereto and the other related agreements to be entered in connection with the Contemplated Transactions (the "Ancillary Documents") with independent legal, accounting and financial advisors. Each Supporting Stockholder fully understands and agrees to the terms and conditions contained, and the transactions provided for, in the Merger Agreement and the Ancillary Documents, including, without limitation, Section 3.1 (Effect on Capital Shares), Section 3.3 (Paying Agent; Exchange of Certificates; Payment Procedures), Section 3.4 (Purchase Price Adjustment), Section 6.6 (No Solicitation), Article X (Indemnification), Article XI (Miscellaneous) and the other provisions concerning the treatment, payment, terms and conditions applicable to the Covered Securities. Each Supporting Stockholder hereby agrees that, upon execution of this Agreement, such Supporting Stockholder irrevocably, absolutely and unconditionally agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of the Stockholders or to which the Stockholders are subject under the Merger Agreement, all with the same force and effect as if such Supporting Stockholder were a signatory to the Merger Agreement in such Supporting Stockholder's capacity as a "Stockholder" thereunder.

Section 1.5 No Inconsistent Agreement. Each Supporting Stockholder hereby covenants and agrees that such Supporting Stockholder has not entered into and shall not enter into any agreement that would restrict, limit or interfere with the performance of such Supporting Stockholder's obligations hereunder.

Section 1.6 No Transfer. Other than pursuant to the terms of this Agreement or the Merger Agreement, without the prior written consent of Parent, during the term of this Agreement, each Supporting Stockholder hereby agrees not to, directly or indirectly, (a) grant any proxy, power-of attorney, or enter into any voting trust or other agreement or arrangement with respect to the voting of any Covered Securities, (b) sell, assign, transfer, pledge, encumber or otherwise dispose of (including, without limitation, by merger, consolidation, sale, liquidation, dissolution, dividend, distribution or otherwise by operation of law), or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect assignment, transfer, encumbrance or other disposition of (including, without limitation, by merger, consolidation or otherwise by operation of law), any Covered Securities (each, a "Transfer"), or (c) knowingly, directly or indirectly, take or cause the taking of any other action that would restrict, limit or interfere with the performance of such Supporting Stockholder's obligations hereunder or

the transactions contemplated hereby, excluding any bankruptcy filing. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*. If any involuntary Transfer of any of the Covered Securities shall occur (including, but not limited to, a sale by any Supporting Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Covered Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the termination of this Agreement.

Section 1.7 General Release.

(a) Effective as of the Closing, each Supporting Stockholder, on behalf of himself, herself or itself and each of his, her or its past, present and future Affiliates, firms, corporations, limited liability companies, partnerships, trusts, associations, organizations, representatives, investors, stockholders, members, managers, directors, officers, employees, partners, trustees, principals, consultants, contractors, family members, heirs, executors, administrators, predecessors, successors and assigns (each, a "Releasing Party" and, collectively, the "Releasing Parties"), hereby absolutely, unconditionally and irrevocably releases, acquits and forever discharges the Company, its former, present and future Affiliates, parent(s) and subsidiary companies, joint ventures, predecessors, successors and assigns (including Parent, the Surviving Corporation and their respective Affiliates but excluding the Seller Representative and its Affiliates), and their respective former, present and future representatives, investors, equityholders, members, directors, officers, managers, employees, partners, insurers and indemnitees (collectively the "Released Parties"), of and from any and all manner of action or inaction, cause or causes of action, Actions, Encumbrances, contracts, promises, Liabilities or damages (whether for compensatory, special, incidental or punitive damages, equitable relief or otherwise) of any kind or nature whatsoever, past, present or future, at law, in equity or otherwise (including with respect to conduct which is negligent, grossly negligent, willful, intentional, with or without malice, or a breach of any duty or Applicable Law), whether known or unknown, whether fixed or contingent, whether concealed or hidden, whether disclosed or undisclosed, whether liquidated or unliquidated, whether foreseeable or unforeseeable, whether anticipated or unanticipated, whether suspected or unsuspected, which such Releasing Parties, or any of them, ever have had or ever in the future may have against the Released Parties, or any of them, solely in each Supporting Stockholder's capacity as a Stockholder and which, in each case, are based on acts, events or omissions occurring prior to or contemporaneously with the Effective Time (the "Released Claims"); provided, however, that the foregoing release shall not release, impair or diminish, and the term "Released Claims" shall not include, in any respect any rights of: (i) each Supporting Stockholder under the Merger Agreement, the Ancillary Agreements or any other Ancillary Documents; (ii) the Releasing Parties to indemnification, reimbursement or advancement of expenses under the provisions of the Organizational Documents of the Company or any of its Subsidiaries or any agreement with the Company or any of its Subsidiaries set forth on Schedule 7.3(a) to the Merger Agreement (or any directors' and officers' liability insurance policy maintained by the Company or any of its Subsidiaries) with respect to any act, omission, event or transaction occurring prior to or contemporaneously with the Effective Time; or (iii) any claim by the Supporting Stockholder, if the Supporting Stockholder is an employee of the Company, with respect to salary, wages, expense reimbursement, or benefits. [For the avoidance

of doubt, the foregoing shall not limit, modify or waive any rights that the Supporting Stockholder may have in its capacity as a financial advisor or lender (and not in its capacity as a Stockholder).][1]

(b) Without limiting the generality of Section 1.7(a), with respect to the Released Claims, each Releasing Party hereby expressly waives all rights under Section 1542 of the California Civil Code and any similar Applicable Law or common law principle in any applicable jurisdiction prohibiting or restricting the waiver of unknown claims. Section 1542 of the California Civil Code reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(c) Notwithstanding the provisions of Section 1542 of the California Civil Code or any similar Applicable Law or common law principle in any applicable jurisdiction, and for the purpose of implementing a full and complete release and discharge of the Released Parties, each Releasing Party expressly acknowledges that the foregoing release is intended to include in its effect all claims which any Releasing Party does not know or suspect to exist in his, her or its favor against any of the Released Parties (including, without limitation, unknown and contingent claims), and that the foregoing release expressly contemplates the extinguishment of all such claims (except to the extent expressly set forth in this Section 1.7).

Section 1.8 Nondisclosure.

(a) Each Supporting Stockholder acknowledges that the Confidential Information is the property of the Company (and, following the Effective Time, the Surviving Corporation) and its Subsidiaries. Each Supporting Stockholder shall, and shall cause its Affiliates who actually receive Confidential Information from or on behalf of such Supporting Stockholder, and their respective officers, directors, managers, employees, advisors and other representatives (collectively, such Persons who actually receive Confidential Information from such Supporting Stockholder or on its behalf, "Representatives") to, maintain all Confidential Information in confidence, and shall not, directly or indirectly, (i) use or exploit any Confidential Information for any purpose or (ii) disclose any Confidential Information to any Person, other than its Affiliates and its and their respective Representatives who reasonably need to know such Confidential Information, except (x) to the extent reasonably necessary to comply with the terms of or enforce its rights under any written agreement between such Supporting Stockholder and Parent or any of its Affiliates entered into in connection with the Merger Agreement or after the Closing Date, or (y) if permitted in writing by Parent. Nothing in this Agreement reduces any obligation of any Supporting Stockholder to comply with Applicable Laws relating to trade secrets, confidential information and unfair competition. Parent acknowledges that each Supporting Stockholder's ownership of equity interests of or other engagement with the Company inevitably enhanced its general knowledge and understanding of the Company's industry in a way that cannot be separated from its other knowledge, and Parent agrees that this Agreement shall not restrict any such

[1] NTD: To be included in the Support Agreement entered into by Capital Partners III, LP.

Supporting Stockholder's or its Affiliates' use of such overall knowledge and understanding of the Company's industry for their own purposes, including the purchase, sale, investment in, consideration of, and decisions related to other investments.

(b) Notwithstanding anything to the contrary in Section 1.8(a), if any Supporting Stockholder or any of its Affiliates or Representatives is required by Applicable Law or legal or judicial process (including by oral question or request for information or documents in legal proceedings, interrogatories, subpoena, civil investigation demand or similar process) to disclose any Confidential Information at any time after the Closing, then such disclosing Person shall, to the extent legally permitted, provide Parent with prompt written notice of such requirement to enable Parent (and reasonably cooperate with Parent, as directed by Parent and at Parent's sole expense) (i) to seek an appropriate protective order or other remedy, (ii) to consult with the disclosing Person with respect to steps taken by the disclosing Person to resist or narrow the scope of such request or legal process and/or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the disclosing Person is nonetheless, on the advice of its outside legal counsel, legally required to disclose such Confidential Information, then the disclosing Person may disclose such Confidential Information, and the disclosing Person shall not be liable under this Agreement for such disclosure in accordance with this Section 1.8; provided, that the applicable Supporting Stockholder shall, at Parent's expense, use reasonable best efforts to limit such disclosure to only the specific Confidential Information which is so required to be disclosed and to obtain an order or other reliable assurance that confidential treatment will be accorded to such disclosed information. [Notwithstanding the foregoing, Confidential Information may be disclosed, and no notice as referenced above is required to be provided, pursuant to requests for information in connection with routine supervisory examinations by regulatory authorities with jurisdiction over the Restricted Party and its representatives and not specifically directed at the Company; provided that the Restricted Party and its representatives, as applicable, inform any such authority of the confidential nature of the information disclosed to them and to keep such information confidential in accordance with the authority's policies and procedures.][2]

(c) For purposes of this Agreement, "Confidential Information" means all oral and written confidential and proprietary information, documents and materials relating to the Company (and, following the Effective Time, the Surviving Corporation) or any of its Subsidiaries (including trade secrets, intellectual property, software and documentation, client information, subcontractor information (including lists of clients and subcontractors)), company policies, practices and codes of conduct, internal analyses, analyses of competitive products, strategies, merger and acquisition plans, marketing plans, corporate financial information, information related to negotiations with third parties, information protected by the Company's (and, following the Effective Time, the Surviving Corporation's) or any of its Subsidiaries' privileges (such as the attorney-client privilege), internal audit reports, contracts and sales proposals, pricing and costs of specific products and services, training materials, employment records, performance evaluations, and other sensitive information, in each case, whether obtained, produced or distributed before or after the date of this Agreement. Notwithstanding the foregoing, with respect to any Supporting Stockholder, Confidential Information shall not include (i) any information that is or becomes generally available in the public domain other than as a result of a

[2] NTD: To be included in the Support Agreement entered into by Capital Partners III, LP.

breach of this Agreement by such Supporting Stockholder, (ii) any information that is independently developed by such Supporting Stockholder, its Affiliates, or its or their Representatives without use of or reference to the Confidential Information or (iii) any information that was disclosed to the Supporting Stockholder by a third party under no obligation (after reasonable inquiry of the Supporting Stockholder) to keep such information confidential.

Section 1.9 Termination of Agreements. In connection with the Contemplated Transactions, including the Merger, each Supporting Stockholder acknowledges and agrees to, and hereby provides any consents or approvals necessary or desirable in order to effectuate, the termination of the Contractual Obligations set forth in Schedule I hereto effective automatically prior to or at the Effective Time (as determined by the Company and Parent), without any Liability or ongoing obligations of the Acquired Companies thereunder.

ARTICLE II
SELLER REPRESENTATIVE

Section 2.1 Appointment of the Seller Representative. Each Supporting Stockholder hereby irrevocably agrees to appoint the Seller Representative as its exclusive agent and attorney-in-fact, with full power of substitution, to act on its behalf in accordance with the terms of Section 7.5 of the Merger Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of each Supporting Stockholder. Each Supporting Stockholder hereby represents and warrants to Parent as follows, but only with respect to such Supporting Stockholder:

(a) Organization and Good Standing. Such Supporting Stockholder, if a legal entity, is duly formed, validly existing, and in good standing under the Applicable Laws of its jurisdiction of incorporation or formation. Such Supporting Stockholder possesses the requisite power and authority to own, lease and operate its properties and to carry on its business as conducted by such Supporting Stockholder as of the date of this Agreement.

(b) Power and Authority. Such Supporting Stockholder has all requisite power and authority to execute and deliver this Agreement and each of the Support Documents and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by such Supporting Stockholder of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of such Supporting Stockholder, and no other or further action or proceeding on the part of such Supporting Stockholder or its equity holders is necessary to authorize the execution and delivery by such Supporting Stockholder of this Agreement and the consummation by it of the transactions contemplated hereby. This Agreement has been, and each of the Support Documents will be at or prior to the Closing, duly and validly executed and delivered by such Supporting Stockholder and, assuming the due and valid authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each Support Document to which it is a party when so executed and delivered will

constitute, the legal, valid and binding obligations of such Supporting Stockholder, enforceable against it in accordance with their terms and conditions, except as enforceability may be limited by bankruptcy laws, other similar Applicable Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

(c) Ownership. Such Supporting Stockholder is the record and beneficial owner of the Covered Securities. The Covered Securities and the certificates, if any, representing the Covered Securities owned by such Supporting Stockholder are now, and at all times during the term hereof will be, held by such Supporting Stockholder, or by a nominee or custodian for the benefit of such Supporting Stockholder, free and clear of all Encumbrances, except for any applicable restrictions on transfer under the Securities Act of 1933, as amended. The Covered Securities set forth on the signature pages hereto under such Supporting Stockholder's signature constitute all of the shares of Company Common Stock, Company Preferred Stock, or other shares or equity interests of the Company (other than Company Options or Company Warrants) held, beneficially or of record, by such Supporting Stockholder.

(d) No Conflicts. The execution, delivery and performance by such Supporting Stockholder of this Agreement and the consummation of the transactions contemplated hereby, do not: (i) violate or conflict with any provision of the Organizational Documents of such Supporting Stockholder; (ii) violate any Applicable Law to which such Supporting Stockholder is subject; or (iii) conflict with, result in a breach or violation of, constitute a default under, require a consent or waiver under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel (each, a "Breach"), any material contract to which such Supporting Stockholder is a party, except where such Breach would not impair or materially delay the performance by such Supporting Stockholder of its obligations hereunder.

(e) Litigation. There is no Action pending or, to the knowledge of such Supporting Stockholder, threatened against such Supporting Stockholder at law or equity before or by any Governmental Authority that could reasonably be expected to impair or materially delay the performance by such Supporting Stockholder of its obligations under this Agreement or otherwise materially and adversely impact such Supporting Stockholder's ability to perform its obligations hereunder.

(f) Acknowledgment. Each Supporting Stockholder understands and acknowledges that each of Parent and Merger Sub is entering into the Merger Agreement in reliance upon such Supporting Stockholder's execution and delivery of this Agreement.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Termination. This Agreement and all of its provisions shall terminate and be of no further force or effect upon the termination of the Merger Agreement in accordance with its terms. Upon termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party shall have any claim against another (and no Person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that

the termination of this Agreement shall not relieve any party from liability arising in respect of any willful and material breach prior to such termination. For purposes of this Agreement, "willful and material breach" shall mean a deliberate and knowing act or a deliberate and knowing failure to act, which act or failure to act constitutes in and of itself a material breach of any covenant contained in this Agreement. This ARTICLE IV shall survive the termination of this Agreement.

Section 4.2 Governing Law. This Agreement, the rights of the parties hereunder and all Actions arising in whole or in part under or in connection herewith (whether sounding in contract, tort or equity), will be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws or any statute of limitations of any other jurisdiction.

Section 4.3 Jurisdiction. Each of the parties hereto, by execution hereof, hereby (a) irrevocably submits to the exclusive jurisdiction of the United States District Court located in the State of Delaware and the state courts of the State of Delaware for the purpose of any Action among any of the parties hereto relating to or arising in whole or in part under or in connection with this Agreement, the Merger Agreement, any Ancillary Agreement or the Contemplated Transactions, (b) waives to the extent not prohibited by Applicable Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such Action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other Action in any other court other than one of the above-named courts or that this Agreement, the Merger Agreement, any Ancillary Agreement or the Contemplated Transactions, or the subject matter hereof or thereof may not be enforced in or by such court and (c) agrees not to commence any such Action other than before one of the above-named courts. Notwithstanding the previous sentence, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

Section 4.4 Venue. Each of the parties hereto agrees that for any Action among any of the parties hereto relating to or arising in whole or in part under or in connection with this Agreement, the Merger Agreement, any Ancillary Agreement or the Contemplated Transactions, such party shall bring such Action only in the State of Delaware. Notwithstanding the previous sentence, such party may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts. Each party hereto further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

Section 4.5 Service of Process. Each of the parties hereto (a) consents to service of process in any Action among any of the parties hereto relating to or arising in whole or in part under or in connection with this Agreement, the Merger Agreement, any Ancillary Agreement or the Contemplated Transactions, in any manner permitted by Delaware law, (b) agrees that service of process made in accordance with clause (a) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 4.10, will constitute good and valid service

of process in any such Action and (c) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such Action any claim that service of process made in accordance with clause (a) or (b) does not constitute good and valid service of process.

Section 4.6 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 4.7 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of Parent and the Seller Representative; provided, however, that Parent or Merger Sub may, without such consent, assign any of its rights or delegate any of its duties under this Agreement to (a) any Affiliate, (b) any purchaser of substantially all of the assets of Parent or the surviving entity in any merger, consolidation, share exchange or reorganization involving Parent, or (b) for collateral security purposes, lender providing financing to Parent, Merger Sub or any of their respective Affiliates.

Section 4.8 Specific Performance. The parties agree that irreparable damage will occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the chancery court or any other state or federal court within the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity.

Section 4.9 Amendment. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

Section 4.10 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 4.11 Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service or sent by email. Any such notice, request, demand, claim or other communication shall be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) the Business Day after it is deposited with such nationally recognized overnight courier service for overnight delivery or (c) the day of sending, if sent by email prior to 5:00 p.m. (Pacific time) on any Business Day or the next succeeding Business Day if sent be email after 5:00 p.m. (Pacific time) on any Business Day or on any day other than a Business Day:

If to Parent:

Imperva, Inc.
3400 Bridge Parkway
Redwood Shores, California 94065
Attention: Shu White (General Counsel);
Email: shu.white@imperva.com

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

Kirkland & Ellis LLP
300 N. LaSalle Street
Chicago, IL 606054
Attention: Gerald T. Nowak, P.C.
Corey D. Fox, P.C.
Peter Stach
Email: gerald.nowak@kirkland.com
corey.fox@kirkland.com
peter.stach@kirkland.com
and

c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, CA 94111
Attention: Seth Boro
Chip Virnig
Andrew Almeida
Email: arohde@thomabravo.com
cpress@thomabravo.com
aalmedia@thomabravo.com

If to a Supporting Stockholder: at the address set forth on such Supporting Stockholder's signature page attached hereto.

Section 4.12 Press Releases and Communications. No press release or public

announcement related to the Merger Agreement or the Contemplated Transactions, or prior to the Closing any other announcement or communication to the employees, customers or suppliers of the Company or any of its Subsidiaries, will be issued or made by any party hereto without the joint approval of Parent, the Company and the Seller Representative, unless required by Applicable Law (in the reasonable opinion of counsel), in which case Parent, the Company and the Seller Representative will have the right to review such press release, announcement or communication prior to issuance, distribution or publication; provided that the foregoing will not restrict or prohibit the Company or any of its Subsidiaries (or any Supporting Stockholder acting on behalf of the Company or any of its Subsidiaries) from making any announcement to its employees, customers and other business relations to the extent the Company or such Subsidiary reasonably determines in good faith that such announcement is necessary or advisable. For the avoidance of doubt, the parties hereto acknowledge and agree that the Seller Representative and its Affiliates (except for the Surviving Corporation) and each Supporting Stockholder and its Affiliates that are private equity or venture capital firms may (a) provide information about the subject matter of the Merger Agreement in connection with fundraising, marketing, informational, transactional or reporting activities at any time and (b) issue a press release or public announcement related to the Merger Agreement or the Contemplated Transactions that does not disclose the material terms thereof (other than transaction value) after the Closing without the written consent of Parent.

Section 4.13 Adjustments. In the event (a) of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company on, of or affecting the Covered Securities or (b) that any Supporting Stockholder shall become the beneficial owner of any additional Company Preferred Stock, Company Common Stock or other equity securities, as applicable, then the terms of this Agreement shall apply to the Company Preferred Stock, Company Common Stock and other equity securities, as applicable, held by such Supporting Stockholder immediately following the effectiveness of the events described in clause (a) or such Supporting Stockholder becoming the beneficial owner thereof as described in clause (b), as though, in either case, they were Covered Securities hereunder.

Section 4.14 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by facsimile or electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or scanned pages via electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties hereto. No party hereto shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or email as a defense to the formation of a contract and each such party forever waives any such defense.

Section 4.15 Additional Matters. Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Supporting Stockholder have any responsibility or liability whatsoever relating to any breach by any other Supporting Stockholder of any

representation, warranty, covenant or obligation contained in this Agreement.

Section 4.16 Exclusivity of Representations. The representations and warranties made by the Supporting Stockholder herein and in any other Ancillary Agreement executed or delivered by the Supporting Stockholder in connection with the Contemplated Transactions (including any Letter of Transmittal or Option Cancellation Agreement) are the exclusive representations and warranties made by or on behalf the Supporting Stockholder. The Supporting Stockholder hereby disclaims any other express or implied representations or warranties with respect to itself or its Affiliates and makes no representations or warranties with regard to any other Stockholder, the Seller Representative or the Company, and neither Parent nor any of Parent's agents, employees or representatives is relying on any other representations or warranties.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each Supporting Stockholder, Parent and Merger Sub have each caused this Agreement to be duly executed as of the date first written above.

SUPPORTING STOCKHOLDERS:

[•]

By:_____
Name:
Title:

Address:

_____

_____

_____

_____

Covered Securities: _____

[•]

By:_____
Name:
Title:

Covered Securities: _____

[•]

By:_____
Name:
Title:

Covered Securities: _____

_____

[●]

Covered Securities: _____

_____

[●]

Covered Securities: _____

_____

[●]

Covered Securities: _____

_____

[●]

Covered Securities: _____

_____

[●]

Covered Securities: _____

PURCHASER:

Imperva, Inc.

By:_____
Name:
Title:

MERGER SUB:

Distil Acquisition Sub, Inc.

By:_____
Name:
Title

Schedule I

1. Fourth Amended and Restated Voting Agreement entered into by and between the Company and certain shareholders of the Company dated December 8, 2017, as amended from time to time.
2. Fourth Amended and Restated Investors' Rights Agreement entered into by and between the Company and certain shareholders of the Company dated December 8, 2017, as amended from time to time.
3. Third Amended and Restated Right of First Refusal and Co-Sale Agreement entered into by and between the Company and certain shareholders of the Company dated December 8, 2017, as amended from time to time.
4. Management Rights Letter, dated as of May 23, 2014, by and among the Company and Bullet Time 2014, L.P.
5. Management Rights Letter, dated as of June 18, 2015, by and among the Company and Bessemer Venture Partners IX Institutional L.P.
6. Management Rights Letter, dated as of July 13, 2016, by and among the Company and Capital Partners III, L.P.
7. Management Rights Letter, dated as of December 28, 2012, by and among the Company and Correlation Ventures, L.P.
8. Management Rights Letter, dated as of December 28, 2012, by and among the Company and ff Rose Venture Capital Fund, LP
9. Management Rights Letter, dated as of July 13, 2016 by and among the Company and Foundry Venture Capital 2013, L.P.
10. Management Rights Letter, dated as of May 23, 2014, by and among the Company and Foundry Venture Capital Partners 2013, L.P.
11. Management Rights Letter, dated as of June 18, 2015, by and among the Company and Techstars Ventures 2014, L.P.
12. Management Rights Letter, dated as of January 18, 2014, by and among the Company and Triangle Peak Partners II, LP.
13. Indemnification Agreement between Company and Engin Akyol dated December 28, 2012.
14. Indemnification Agreement between Company and Lister Delgado dated December 28, 2012.
15. Indemnification Agreement between Company and Rami Essaid dated December 28, 2012.
16. Indemnification Agreement between Company and John Frankel dated December 28, 2012.
17. Indemnification Agreement between Company and David Cohen Dated May 23, 2014.
18. Indemnification Agreement between Company and Ryan McIntyre dated May 23, 2014.
19. Indemnification Agreement between Company and David Cowan dated June 18, 2015.
20. Indemnification Agreement between Company and Tiffany Olson Kleemann dated May 15, 2019.

EXHIBIT B

CERTIFICATE OF AMENDMENT
OF
SIXTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
DISTIL NETWORKS, INC.

DISTIL NETWORKS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "***Corporation***"), does hereby certify as follows:

FIRST: The Board of Directors of the Corporation (the "***Board***"), by unanimous written consent pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, duly adopted the following resolutions setting forth the amendments to the Sixth Amended and Restated Certificate of Incorporation (the "***Certificate***"):

RESOLVED, that the Board deems it advisable and in the best interest of the Corporation to amend the Certificate as follows:

1. Article FOURTH, Section B.2 is hereby amended by adding a new Subsection 2.4, which shall be and read as follows:

"2.4 Certain Distributions. Notwithstanding any provision in this Sixth Amended and Restated Certificate of Incorporation to the contrary: (A) upon the Closing (as defined in the Merger Agreement) contemplated in the Agreement and Plan of Merger, dated June 3, 2019, by and among the Corporation, Imperva, Inc., a Delaware corporation ("**Parent**"), Distil Acquisition Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("**Merger Sub**") and Shareholder Representative Services LLC, solely in its capacity as Seller Representative (as defined in the Merger Agreement) (such Agreement and Plan of Merger, as amended from time to time, the "**Merger Agreement**"), pursuant to which Merger Sub will be merged with and into the Corporation, with the Corporation continuing in existence as the surviving corporation of the merger (the "**Merger**"), the proceeds from the consummation of the Merger pursuant to the Merger Agreement shall be distributed to the stockholders of the Corporation in accordance with and subject to the terms and provisions of the Merger Agreement including, for the avoidance of doubt, with respect to the amounts to be paid with respect to Company Common Stock, Company Options and Company Warrants, which amounts may not otherwise be payable in connection with a Deemed Liquidation Event but for this Amendment and the entry into, and consummation of the transactions contemplated by, the Merger Agreement; and (B) in the event the Merger Agreement is terminated prior to the consummation of the Merger, this Subsection 2.4 shall automatically be void *ab initio* and have no force or effect."

SECOND: That said amendment was duly adopted in accordance with the provisions of Section 242 and Section 228 of the General Corporation Law of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its duly authorized officer on [__], 2019.

DISTIL NETWORKS, INC.

By:_____
Title: Tiffany Kleemann
Name: Chief Executive Officer

EXHIBIT C

PAYING AGENT AGREEMENT

This Paying Agent Agreement (this "Agreement") is entered into as of [__], 2019, by and among Imperva, Inc., a Delaware corporation ("Parent"), Distil Networks, Inc., a Delaware corporation (the "Company"), Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative of the Securityholders (the "Participating Securityholders"), ("Representative" and, together with Parent and the Company, each, a "Party", and collectively, the "Parties"), and Acquiom Financial LLC, a Colorado limited liability company (in its capacity as the payments administrator, "Agent"), in connection with the Agreement and Plan of Merger, dated as of June __, 2019 (the "Merger Agreement"), by and among Parent, Distil Acquisition Sub, Inc., a Delaware corporation, the Company and the Representative. The "Authorized Representatives" designated on the signature page hereto are authorized to act on behalf of the applicable Party. As between the Parties, capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Merger Agreement.

1. Appointment; Account; Fees. Agent will, in connection with the Contemplated Transactions, provide the services described herein, as directed by Parent. At least three Business Days prior to the date that Parent (or its counsel) instructs Agent to commence payments hereunder (such date of payment, the "Payment Date"), the Parties will provide Agent with completed account opening forms and a final copy of the Merger Agreement. Agent shall administer a regulated broker-dealer paying account and any related trust or custodial account for unclaimed funds (collectively, the "Account") for the purposes set forth herein and funds will be disbursed therefrom solely in accordance with this Agreement. The funds in the Account are non-interest-bearing. On or before 10:00 a.m. CT on the Payment Date (a) Parent will wire (or cause Parent's designee to wire) the necessary and immediately available funds to the Account pursuant to the instructions on Exhibit A and (b) Parent will pay the fees on Exhibit B that are due as of such time. Agent shall invoice Parent for any fees that may be due from time to time after the Payment Date, in each case as may be set forth on Exhibit B. Parent shall be responsible for payment of all taxes arising from the payment services hereunder, except taxes based upon Agent's income.

2. Solicitation; Review. Agent will make available, electronically or by mail, to the Participating Securityholders Letters of Transmittal (each, an "LOT"), Option Cancellation Agreements (each, an "OCA") or Warrant Cancellation Agreements (each, a "WCA"), as applicable, in respect of the Company Stock, Non-Employee Options and Company Warrants and, if Agent's enhanced document collection service is requested by Parent, any other documents required to be returned by the Participating Securityholders. Agent shall make such materials available to the applicable Participating Securityholders on the date directed by Parent (or its counsel) (the "Solicitation Date"). Each Participating Securityholder shall deliver the duly completed (a) LOT, OCA or WCA, as applicable, (b) certificates (if any) representing such Participating Securityholder's shares of Company Stock ("Certificates"), (c) any required tax forms and information, and (d) all other required materials (each Participating Securityholder that has delivered such documents and information pursuant to the foregoing clauses (a), (b), (c), and (d), a "Tendering Securityholder") prior to, and as a condition to, payment. Agent shall be provided with a payee's tax forms prior to being required to make payments to such payee. If payment is to be made to a person other than the registered Participating Securityholder, Agent shall not be required to process such payment until the required LOT, OCA or WCA, as applicable, documentation has been properly completed by the new payee, including a medallion guarantee certifying such payment if necessary. Collection of Certificate(s) will not be required for any Participating Securityholder whose ownership of Company Stock is recorded only electronically in the books of the Company. Agent shall examine the materials received from each Tendering Securityholder to ascertain whether (i) they appear to have been properly completed and executed in accordance with the instructions set forth in the LOT, OCA or WCA, as applicable, (ii) if applicable, the Certificates appear to have been properly surrendered and are in proper form for transfer, and (iii) the class or series and number of shares of Company Stock evidenced by each LOT, OCA or WCA, as applicable, matches the number of the appropriate class or series of shares of Company Stock, options or warrants for such Participating Securityholder on the Payment Schedule (as defined below). In the event Agent determines that any document has been improperly completed or executed, or that any other irregularity exists, Agent shall attempt to cause such irregularity to be corrected. As to any irregularity that Agent cannot resolve, Agent shall provide

written notice to Parent requesting instructions and final determination. Agent shall, in accordance with its standard procedures, preserve electronic versions of all documents (physical and electronic) described in this Section 2 and received by Agent, and will dispose of any physical documents no earlier than 30 days after receipt, during which time Parent may request that Agent deliver such documents to Parent (or its counsel). Agent represents and warrants to Parent and the Representative (on behalf of the Participating Securityholders) that the Agent's processes and procedures for the collection and retention of signatures by electronic means (including on IRS Form W-9 and IRS Forms W-8) comply with the Electronic Signatures in Global and National Commerce Act (ESIGN), the Uniform Electronic Transactions Act (UETA) and all applicable Internal Revenue Service guidelines.

3. Schedules; Payments. The Company (or its counsel) shall deliver to Agent a spreadsheet (the "Payment Schedule") containing (in each case to the extent applicable) the names of payees, Certificate numbers (if applicable), share classes or series and quantities, payment amounts, email and physical addresses and tax characterizations, and, if applicable, withholding amounts. The Payment Schedule shall also contain payment instructions for any non-Securityholder payees and any other information and documents reasonably required to complete cost basis tax reporting (if such cost basis tax reporting is required) and to solicit and verify LOTs, OCAs and WCAs, as applicable, and other necessary materials. The Company shall deliver such Payment Schedule to Agent by 2:00 p.m. CT at least two Business Days prior to the earlier of the Payment Date and the Solicitation Date. Should any revisions to the Payment Schedule be required, the Company (or its counsel) shall deliver a revised Payment Schedule to Agent any time prior to 10:00 a.m. CT on the Payment Date (such final form of Payment Schedule, the "Closing Schedule"); *provided, however*, that the Parties acknowledge and agree that any substantial revisions to the Payment Schedule could delay the Payment Date and/or the Solicitation Date. Any subsequent payments shall be made pursuant to written disbursement instructions delivered to Agent by Parent ("Subsequent Schedule" and together with the Closing Schedule, "Schedules"). Subject to sufficient funds being provided to Agent and after receipt of the applicable Schedule, Agent shall pay each eligible payee that has properly signed and completed all required documents no later than two full Business Days after receipt of such required documents the amount due to such payee less any applicable withholding. All payments hereunder shall be in United States (U.S.) dollars and shall be made by ACH, check or wire transfer in accordance with the LOTs, OCAs or WCAs (if applicable) or as otherwise specified on the Schedule. Agent shall deliver to the Parties a monthly report in electronic form listing all paid and unpaid payees. With respect to Participating Securityholders that have their payment returned or rejected, or are not Tendering Securityholders as of three months following the Payment Date, Agent shall coordinate with the Representative, and use Agent's standard processes, to attempt to locate such Participating Securityholders. On the first anniversary of each date amounts were deposited into the Account, any remaining amounts will be distributed to Parent or the Company (at Parent's designation) for further disposition.

4. Compensation Payments. Employee compensation payments will be delivered to the Company.

5. Tax Matters. For distributions to U.S. persons (actual or presumed), Agent shall complete tax reporting required by U.S. law of Agent. Unless otherwise set forth on the Schedule as dividends, interest or other reportable income (collectively, "Other Income") not reportable on Forms 1099-B, Agent shall report payments to U.S. persons (actual or presumed) as gross proceeds on Forms 1099-B. Tax reporting for payments to U.S. persons (actual or presumed) of Other Income not otherwise reportable on Forms 1099-B shall be the sole responsibility of Parent, unless otherwise expressly provided on Exhibit C. Agent shall report on Forms 1042-S using Parent's or the Company's tax ID, as directed by Parent, distributions to Participating Securityholders that demonstrate their status as nonresident aliens in accordance with U.S. Treasury Regulations ("Foreign Securityholders") which are identified as Other Income. Distributions to Foreign Securityholders that are identified on the Schedule as Other Income shall constitute domestic source income for which withholding is required. Agent shall withhold from such distributions the applicable amounts (as set forth on the Schedule or as otherwise directed by Parent) and shall remit such taxes to the appropriate authorities on Parent's or the Company's tax ID, as appropriate. Agent shall not be responsible for performing any tax reporting for distributions that constitute compensation payments.

6. Exculpation; Indemnification. Agent shall not be liable (a) in connection herewith except to the extent that its fraud, gross negligence, bad faith or willful misconduct was a cause of any loss to any Party or (b) for special, incidental, punitive, indirect, or consequential loss or damage of any kind (including but not limited to lost profits). Parent shall indemnify Agent for any losses, liabilities and expenses (including, without limitation, the reasonable and documented fees and expenses of outside counsel or experts) arising out of or in connection with this Agreement or any act, omission or error of Agent in connection herewith, except to the extent primarily caused by Agent's fraud, gross negligence, bad faith or willful misconduct. Agent shall have no obligation to make or facilitate any payment unless the applicable Party shall have provided the necessary readily available funds in accordance with the terms hereof to make such payments, and Agent shall not be liable or responsible for any delay or failure of a Party or other person or entity to comply with any of their respective obligations. Notwithstanding anything in this Agreement to the contrary, in no event shall Parent or the Representative be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including but not limited to lost profits) of Agent, even if such Party has been advised of the likelihood of such loss or damage and regardless of the form of action; provided, this sentence shall not prejudice Agent's right to be indemnified for losses payable by Agent to third parties in accordance with its rights above in this Section 6. This Section 6 shall survive the resignation or removal of Agent and the termination of this Agreement.

7. Miscellaneous. Agent is a registered broker-dealer and member of the Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC). Agent's duties shall be limited to those specifically set forth herein, which shall be deemed purely ministerial in nature. Agent may take any actions it determines are reasonably necessary to comply with applicable laws, rules and regulations including, without limitation, in connection with verification of identities under Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. Agent may perform any of its duties hereunder directly or through affiliates or agents. Agent is not required to have knowledge of the terms of, or compliance by any party with, any other agreement to which Agent is not a party. "Business Day" means any weekday other than a weekday on which banks located in Chicago, Illinois are authorized or required to close. Agent will not be required to provide any services that would require it to register as a transfer agent or money services business, be licensed as a money transmitter or obtain a banking license, and any provisions herein shall be deemed automatically modified to provide for such alternative services as necessary to avoid such registration or licensure. Any notices or other communications shall be in writing and shall be deemed given (a) on the date delivered in person, (b) on the date of confirmed receipt when emailed, (c) on the third Business Day after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier for next day delivery, in each case to the applicable address set forth on the signature pages hereto. Agent may rely upon, and shall not be liable for acting upon, any written notice, document, instruction or request furnished hereunder (including instructions or documents provided by an Authorized Representative of a Party or such Party's counsel, or provided by a Participating Securityholder or a person acting on behalf of such Participating Securityholder) and reasonably believed by Agent to be genuine without inquiry and without requiring substantiating evidence of any kind, in each case to the extent Agent is entitled to rely or act upon such item in accordance with the terms of this Agreement. Without limiting the intent of the foregoing, Agent may in its reasonable, good faith discretion (i) employ or decline to employ any process or procedure to carry out its responsibilities set forth herein, including, without limitation, in connection with the confirmation of identities, account information or payment instructions and (ii) determine the sufficiency of any documents or instructions delivered to it hereunder. Agent may reasonably rely on the continued authority of each Authorized Representative until Agent has been duly notified in writing by the applicable Party of any updates to its Authorized Representatives. Agent may resign, or this Agreement may be terminated by the Agent, upon 30 days advance written notice to the other parties. Upon the resignation of Agent or termination of this Agreement, Agent shall promptly deliver any remaining funds as directed by Parent and the Representative. Any entity into which Agent may be merged or converted or with which Agent may be consolidated shall be the successor and deemed assignee of Agent hereunder without further act, and Agent may assign its rights and obligations under this Agreement to any entity to which all or substantially all of Agent's payments administration business may be transferred. This Agreement shall be governed by and construed in accordance the laws of the State of Delaware. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar

grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and agrees that, subject to any right of the Parties to request arbitration under the FINRA Code of Arbitration Procedure for Customer Disputes, any disputes shall be exclusively resolved in the state and federal courts of Delaware. Any rights to trial by jury relating hereto are hereby waived. Following the public announcement by the Parties of the merger or acquisition transaction contemplated in the Merger Agreement, Agent may reference the Parties as customers. Agent (or its affiliates) may receive fees from third parties in connection with the services provided under this Agreement as transaction fees based on balances deposited in accordance with this Agreement and may receive fees from payees for service level upgrades requested by such payees, in which case such fees shall be deducted from the applicable payments. Any such compensation based on balances deposited may be reflected as a reduction or waiver of fees that Agent or its affiliates otherwise would have charged for services to be rendered hereunder. Unless otherwise directed by Parent or the Representative, any rounding discrepancies may be added to or deducted from payments made to the largest Participating Securityholder. If any provision of this Agreement is determined to be prohibited or unenforceable, then such provision shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The individual signing below on behalf of a party is authorized by that party to execute this Agreement on behalf of that party and to legally and validly bind that party to the terms of this Agreement.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

IMPERVA, INC.

By:_____
Name: _____
Title: _____
Address:

Imperva, Inc.
3400 Bridge Parkway
Redwood Shores, California 94065
Attention: Shu White (General Counsel);
shu.white@imperva.com

Authorized Representative 1:
Name: Shu White
Email: shu.white@imperva.com

Authorized Representative 2:
Name: Nilesh Patel
Email: nilesh.patel@imperva.com

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

c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, California 94111
Attention: Seth Boro; sboro@thomabravo.com
Chip Virnig; cvirnig@thomabravo.com
Andrew Almeida; aalmeida@thomabravo.com

and

Kirkland & Ellis LLP.
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Gerald T. Nowak, P.C.; gnowak@thomabravo.com
Corey D. Fox, P.C.; cfox@kirkland.com
Peter Stach; peter.stach@kirkland.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Seller Representative

By:_____
Name: _____
Title: _____
Attention: _____
Facsimile: _____
Email: _____

Authorized Representative 1:
Name: Chris Letang
Telephone: 303-957-2855
Email: CLetang@srsacquiom.com

Authorized Representative 2:
Name: Casey McTigue
Telephone: 415-363-6081
Email: CMctigue@srsacquiom.com

Authorized Representative 3:
Name: Lon LeClair
Telephone: 303-222-2078
Email: LLeclair@srsacquiom.com

Authorized Representative 4:
Name: Paul Koenig
Telephone: 303-957-2850
Email: PKoenig@srsacquiom.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

DISTIL NETWORKS, INC.

By:_____
Name: _____
Title: _____
Address:

Distil Networks, Inc.
4501 N. Fairfax Drive
Suite 200
Arlington VA, 22203
Attention: Tiffany Kleemann;
tiffany.kleemann@distilnetworks.com
Rich Peterson; rich.peterson@distilnetworks.com

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

Cooley LLP
1299 Pennsylvania Avenue, NW
Suite 700
Washington, DC 20004
Attention: Josh Holleman; jholleman@cooley.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ACQUIOM FINANCIAL LLC

By: _____
Name: _____
Title: _____

Acquiom Financial LLC
950 17th Street, Suite 1400
Denver, CO 80202
Attention: Aaron Soper
Telephone: (612) 509-2307; (303) 222-2080
Facsimile: (720) 554-7828
Email: asoper@srsacquiom.com, cc:
paymentsadministration@srsacquiom.com

Exhibit A

Wire Instructions

[*To be provided by Agent.*]

Exhibit B

Fee Schedule

Included and Contracted Services	Description	Fees (USD)
Escrow Administration		**$3,500**
Payments Administration	Includes: Setup Fee, Approximately 100 Domestic Shareholders, Online LOT Solicitation, Closing Payments, and One (1) Escrow Release	**[$20,000]**
Optional Shareholder Payment Fees	Any applicable fees are deducted from shareholder payments	**ACH: No Charge (USD Only)** Check or Wire: $40
LOT Review and Acceptance	Distribute LOT to holders, receive responses, review documentation for completeness. Includes customary follow up with holders as needed.	Online distribution via Clearinghouse: **No Charge**
Additional Post-Closing Payments	Process subsequent payment, payment instruction maintenance, remittance notice	**[$5,000]**
Tax Reporting	Preparation and distribution of IRS Form 1099-B to all holders who received payment for SRS Acquiom. Additional fee for preparation and distribution of any non 1099-B tax forms (e.g., INT, MISC)	Electronic 1099-B reporting: **No Charge** Additional tax forms or paper 1099-B distribution: **$2,500 setup + $50 per tax form per holder**

Securities products and Payments services offered through Acquiom Financial LLC, an affiliate broker-dealer of SRS Acquiom Inc. and member FINRA/SIPC.

Exhibit C

Additional Tax Reporting

Agent shall complete the following additional reporting, subject to the fees set forth on Exhibit B:

Payment to Non-Employee Option Holders (Domestic): With respect to any distributions from the Account to any payees identified to Agent as non-employee optionholders who are U.S. persons (actual or presumed) on the applicable Payment Schedule, Agent is hereby directed to report such payments to such payees on IRS Form 1099-MISC, Box 7 – Nonemployee Compensation on behalf of the Company as the "payer" of such amounts using the Company's FEIN. Agent shall deliver a copy of such completed tax forms to enable the Company to include such payment amounts in its annual summary return filed with the IRS.

EXHIBIT D

LETTER OF TRANSMITTAL

SUBMITTED IN CONNECTION WITH PAYMENT FOR SECURITIES OF

DISTIL NETWORKS, INC.

This Letter of Transmittal is being delivered to you in connection with the merger (the "Merger") of Distil Acquisition Sub, Inc. ("Merger Sub"), a Delaware corporation and wholly-owned subsidiary of Imperva, Inc., a Delaware corporation ("Parent"), with and into Distil Networks, Inc., a Delaware corporation (the "Company"), pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of June 3, 2019, by and among the Company, Parent, Merger Sub and Shareholder Representative Services LLC, solely in its capacity as the representative of the Securityholders (the "Seller Representative"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Merger Agreement.

As a result of the Merger (a) the Company will become a wholly-owned direct subsidiary of Parent and (b) each share of Company Stock that is issued and outstanding immediately prior to the Effective Time (other than the Appraisal Shares and shares held in treasury by the Company or by Parent or Merger Sub) will be converted into the right to receive (i) the Applicable Per Share Amount and (ii) the Pro Rata Portion (which will be an individualized number for each stockholder of the Company) of the Post-Closing Merger Consideration attributable to such share of Company Stock (together with the Applicable Per Share Amount, the "Company Stock Consideration"), in each case in accordance with the terms and subject to the conditions set forth in the Merger Agreement. In order to receive payment of the Company Stock Consideration to which you are entitled pursuant to the Merger Agreement, you (the "Undersigned") must complete and sign this Letter of Transmittal, including the applicable exhibits, pursuant to the enclosed instructions and deliver this Letter of Transmittal along with all certificates with respect to your shares (if such shares are certificated) of Company Stock (or an affidavit of loss and indemnity (in form and substance reasonably satisfactory to Parent) if such certificates have been lost or destroyed) to Acquiom Clearinghouse LLC (the "Paying Agent"). Your execution and delivery of the Letter of Transmittal and delivery of your stock certificates, if any, in each case to the Paying Agent, will evidence your surrender of such shares for cancellation in accordance with the terms set forth herein and in the Merger Agreement. In the event that the Merger is not consummated, your Letter of Transmittal and the corresponding stock certificates, if any, will be returned to you.

YOU SHOULD READ THIS LETTER OF TRANSMITTAL, THE MERGER AGREEMENT AND THE INFORMATION STATEMENT PREVIOUSLY DELIVERED TO YOU BY THE COMPANY IN THEIR ENTIRETY PRIOR TO DELIVERING THIS LETTER OF TRANSMITTAL TO THE PAYING AGENT FOR A COMPLETE DESCRIPTION OF THE CONSIDERATION YOU MAY BE ENTITLED TO RECEIVE AND THE TERMS AND CONDITIONS APPLICABLE THERETO. THE INFORMATION STATEMENT INCLUDES,

AMONG OTHER THINGS, THE NOTIFICATION REQUIRED PURSUANT TO SECTION 262 OF THE DELAWARE GENERAL CORPORATION LAW WITH RESPECT TO THE AVAILABILITY OF STATUTORY APPRAISAL RIGHTS.

By executing this Letter of Transmittal, you acknowledge receipt of the Merger Agreement and the Information Statement. You acknowledge that you have reviewed the Merger Agreement and the terms of the Merger described in the Merger Agreement as well as the Information Statement. You acknowledge that you have had an opportunity to ask questions and receive answers from the Company and legal counsel and such other advisors as you have deemed necessary to evaluate the transactions contemplated by the Merger Agreement and this Letter of Transmittal.

By signing and submitting this Letter of Transmittal, you also hereby represent, warrant, covenant and agree as follows:

1. The Undersigned is the registered holder of all of the shares of Company Stock set forth on Form 3 (the "Securities") as of Closing, with good title to, and full power and authority to sell, assign and transfer, such Securities, free and clear of all Encumbrances, other than those set forth in any legends on the certificates representing such Securities, if applicable. Other than the Securities or any Company Options or Company Warrants, the Undersigned does not hold or own any additional shares of Company Stock, Equity Interests of the Company, capital stock or other securities of the Company or rights to acquire any securities of the Company.

2. There is no public or private action, arbitration, audit, examination, external investigation, hearing, litigation or suit pending or, to the Undersigned's knowledge, threatened against the Undersigned that would prevent or materially delay the Undersigned from performing its obligations under this Letter of Transmittal in any material respect.

3. The Undersigned has the full power, legal capacity and authority to execute and deliver this Letter of Transmittal and any other agreement or instrument required to be executed and delivered by the Undersigned hereby (the "Other Agreements"), and this Letter of Transmittal and any Other Agreements are valid and binding obligations of the Undersigned, enforceable against the Undersigned in accordance with their terms (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other Applicable Law affecting generally the enforcement of creditors' rights and subject to general principles of equity (whether considered in a proceeding in equity or at law)).

4. The Undersigned, upon request, will execute and deliver any additional documents reasonably deemed necessary by the Paying Agent to effectuate the surrender of the Securities. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the Undersigned and shall not be affected by, and shall survive, the death or incapacity of the Undersigned. The surrender of the Securities hereby is irrevocable, unless

the Merger Agreement is terminated in accordance with its terms and the Closing does not occur.

5. The Undersigned hereby irrevocably accepts and adopts the Merger Agreement and consents to the Merger and, provided that the Undersigned previously executed the Stockholder Approval, hereby reaffirms the Stockholder Approval, including, without limitation, the consent to the adoption of the Merger Agreement.

6. The Undersigned hereby forever and irrevocably waives any appraisal rights, quasi-appraisal rights, dissenter's rights or similar rights that the Undersigned might otherwise have in connection with the Undersigned's ownership of the Securities under applicable law in connection with the transactions contemplated by the Merger Agreement and irrevocably withdraws all written objections to the Merger and/or demands for appraisal, if any, with respect to the Securities owned by the Undersigned. The Undersigned understands that submission of this Letter of Transmittal to the Paying Agent constitutes an irrevocable waiver of his, her or its rights to demand appraisal for the fair value of his, her or its Securities pursuant to the provisions of Delaware law.

7. The Undersigned understands that (a) unless and until the Undersigned submits a properly completed Letter of Transmittal according to the terms herein, no cash payments of the Company Stock Consideration pursuant to the Merger Agreement shall be made to the Undersigned or its designee, (b) payment of the Company Stock Consideration is conditioned on the closing of the Merger (which is subject to various conditions), and if the Merger is not consummated, this Letter of Transmittal will be returned to the Undersigned and will be void and of no force and effect, (c) in no event will the Undersigned receive any interest on the Company Stock Consideration or any other amounts the Undersigned may be entitled to pursuant to the Merger Agreement after the Closing, (d) the Company Stock Consideration to be received by the Undersigned will be calculated in accordance with the Merger Agreement and the actual portion of the Aggregate Consideration Amount to be received by the Undersigned is subject to adjustment and the results of certain post-Closing items (including escrows) as set forth in the Merger Agreement and (e) the Company Stock Consideration is subject to withholding, if applicable, by the Company as set forth in the Merger Agreement.

8. The Undersigned acknowledges and agrees that the Seller Representative has been appointed the seller representative of the Securityholders of the Company in connection with the Merger Agreement and the transactions contemplated thereby, with the powers and authorities granted to it under the Merger Agreement (including in Section 7.5 and Article X thereof). The Undersigned hereby irrevocably ratifies such appointment and hereby acknowledges and agrees that the Seller Representative shall have the full power and authority to represent the Undersigned in the manner contemplated by the Merger Agreement (including Section 7.5 and Article X thereof). The Undersigned hereby acknowledges and agrees that (i) the Seller Representative shall have no liability to the Undersigned for actions taken or omitted to be taken under the Merger Agreement, except as otherwise provided in Section 7.5 of the Merger Agreement and (ii) the Undersigned shall be bound by the

indemnification provisions in favor of the Seller Representative contained in Section 7.5 of the Merger Agreement.

9. The Undersigned understands and agrees that (a) a portion of the Company Stock Consideration to which it may be entitled under the Merger Agreement will be placed in escrow to be held pursuant to the terms of the Merger Agreement and the Escrow Agreement referred to in the Merger Agreement and (b) the Undersigned shall only be entitled to a portion of such amount (if any) if, as and when such amount is payable in accordance with the provisions of the Merger Agreement and the Escrow Agreement, as applicable.

10. This Letter of Transmittal, and all claims, causes of action, rights or matters arising hereunder or related hereto, will be governed by and construed in accordance with the internal laws of the State of Delaware without reference to the choice-of-law rules of any other jurisdiction.

11. THE UNDERSIGNED WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR PROCEEDING SEEKING ENFORCEMENT OF THE UNDERSIGNED'S RIGHTS UNDER, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF, THIS LETTER OF TRANSMITTAL OR THE MERGER AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE UNDERSIGNED HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE COMPANY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS LETTER OF TRANSMITTAL WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE UNDERSIGNED TO THE WAIVER OF HIS, HER OR ITS RIGHT TO TRIAL BY JURY.

12. THE UNDERSIGNED HEREBY AGREES AND CONSENTS TO BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE IN NEW CASTLE COUNTY, DELAWARE (OR, IF (AND ONLY IF) THE COURT OF CHANCERY OF THE STATE OF DELAWARE SHALL BE UNAVAILABLE, ANY OTHER COURT OF THE STATE OF DELAWARE OR, IN THE CASE OF CLAIMS TO WHICH THE FEDERAL COURTS HAVE EXCLUSIVE SUBJECT MATTER JURISDICTION, ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE STATE OF DELAWARE) (COLLECTIVELY, THE "CHOSEN COURTS") OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS LETTER OF TRANSMITTAL (INCLUDING ANY SUIT, ACTION OR PROCEEDING SEEKING EQUITABLE RELIEF). THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN ANY SUCH CHOSEN COURT OR ANY DEFENSE OF INCONVENIENT FORUM IN CONNECTION THEREWITH. THE UNDERSIGNED FURTHER AGREES THAT THE DELIVERY OF ANY PROCESS

REQUIRED BY ANY SUCH CHOSEN COURT TO THE ADDRESS IN THE COMPANY'S RECORDS FOR THE UNDERSIGNED SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST IT, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.

EXHIBIT E
Illustrative Allocation Waterfall

Project Duckhorn

Waterfall and Summary Analysis

Payout Summary	
US$	
Total Consideration	**$82,500,000**
Plus: Closing Cash Adjustment	6,250,000
Plus: Option & Warrants Proceeds from Exercise	1,123,907
Less: Short Term Debt - Term Loan	(2,000,000)
Less: Short Term Debt - Supplemental Term Loan	(1,000,000)
Less: Mezzanine Loan	(10,000,000)
Less: Security Deposits	-
Less: Deferred Rent	-
Less: Debt Issuance Costs Payable - SVB Term & Supplemental Loans	(450,000)
Less: Triple Point	(500,000)
Less: Interest Accrual	(113,000)
Less: Current Sales Tax Liability (Avalara Guidance)	(182,000)
Less: Accrued Commissions	(14,988)
Less: Accrued Management Bonus	(387,323)
Less: Net Working Capital Adjustment	(770,031)
Less: Banking Fees	(850,000)
Less: 50% of Escrow Agent Expense	(1,750)
Less: Management Legal Representative	(37,500)
Less: Legal / Other Fees	(650,000)
Less: Out of Pocket Expenses	(30,000)
Less: Shareholder Representative Expenses	(30,000)
Less: Employee Retention Carveout	(2,500,000)
Net Post Fees and Debt	**$70,357,315**
Less Common Carveout	(12,258,530)
Less: Management Carveout	(3,739,231)
Proceeds to Preferred & Common	**$54,359,554**

Total Preference Executed	**$70,107,698**
Total Amount Payable to Preference	**$54,359,554**
% Coverage	*77.54%*

Notes

(1) Assumes $0.34 PPS Common Carveout and that Series Seed participates in Common Carveout, representing $12.3M
(2) Management Carveout is 10% of consideration net of transaction expenses, debt, and cash, representing $3.7M
(3) Assumes $387k accrued management bonus
(4) Assumes $2.5M employee retention carveout
(5) Assumes ($770k) Net Working Capital Adjustment
(6) Assumes the following advisory expenses: $850k in Banking, $650k in Legal, $38k in Management Legal Rep, and $30k in Shareholder Rep
(7) Escrow is assumed to be an illustrative 7% of total consideration, representing $5.8M based my seller's shareholders
(8) Assumes $30k in out of pocket expenses
(9) Assumes Seller pays for 50% of Escrow Agent Expense ($2k)

Summary

Select Shareholders	Preference Proceeds	Management Carve Out	Common Carveout	Employee Retention Tranche	Total Proceeds Pre-Escrow	Option & Warrant Issuance Costs	Standard Escrow	Escrow Adjustment	Security Deposit	Reserve Amount	Accrued Bonus	Total Proceeds Post-Escrow	% of Proceeds
Foundry	$ 17,375	$ -	$ 911	$ -	$ 18,286	(21)	$ (1,470)	$ (191)	$ (231)	$ (64)	$ -	$ 16,309	25%
BVP	17,302	-	363	-	17,665	-	(1,422)	$ (185)	$ (223)	$ (62)	-	$ 15,774	24%
Capital Partners	6,552	-	104	-	6,656	(3)	(536)	$ (70)	$ (84)	$ (23)	-	$ 5,940	9%
Techstars	5,229	-	587	-	5,816	(4)	(468)	$ (61)	$ (73)	$ (20)	-	$ 5,190	8%
Triangle Peak	3,877	-	548	-	4,424	(16)	(355)	$ (46)	$ (56)	$ (15)	-	$ 3,936	6%
ff Rose	1,082	-	736	-	1,819	(63)	(141)	$ (18)	$ (22)	$ (6)	-	$ 1,568	2%
IDEA	1,292	-	821	-	1,913	(2)	(154)	$ (20)	$ (24)	$ (7)	-	$ 1,707	3%
Correlation	840	-	441	-	1,081	-	(87)	$ (11)	$ (14)	$ (4)	-	$ 965	1%
Cloud Power	451	-	485	-	936	(1)	(75)	$ (10)	$ (12)	$ (3)	-	$ 835	1%
Tiffany Jones	-	1,924	-	-	1,924	-	(155)	$ (20)	$ (24)	$ (7)	186	$ 1,905	3%
Rami Essaid	-	-	3,325	-	3,325	(281)	(247)	$ (32)	$ (39)	$ (11)	73	$ 2,808	4%
Engin Akyol	-	603	573	-	1,176	(179)	(80)	$ (10)	$ (13)	$ (3)	58	$ 949	1%
Andrew Stein	-	586	610	-	1,196	(179)	(82)	$ (11)	$ (13)	$ (4)	39	$ 947	1%
Dominick Fucello	-	253	88	-	341	(59)	(23)	$ (3)	$ (4)	$ (1)	-	$ 251	0%
Michael Rogers	-	112	36	-	148	(23)	(10)	$ (1)	$ (2)	$ (0)	16	$ 127	0%
Jason Evans	-	141	-	-	141	-	(11)	$ (1)	$ (2)	$ (0)	-	$ 126	0%
Richard Peterson	-	120	20	-	141	(16)	(10)	$ (1)	$ (2)	$ (0)	16	$ 127	0%
Employee Retention Tranche	-	-	-	2,500	2,500	-	(201)	$ (26)	$ (32)	$ (9)	-	$ 2,232	3%
Other	580	-	2,809	-	3,388	(296)	(247)	$ (32)	$ (39)	$ (11)	-	$ 2,743	4%
Total Proceeds	**$ 54,360**	**$ 3,739**	**$ 12,259**	**$ 2,500**	**$ 72,857**	**$ (1,124)**	**$ (5,775)**	**$ (750)**	**$ (906)**	**$ (250)**	**$ 387**	**$ 64,440**	**100%**
Check					-							-	

Invested Capital (Return)

Investor Name	Series C (0.8x)	Series B (0.8x)	Series A (0.8x)	Seed (1.5x)	Common	Invested Capital	Total Proceeds	Cash On
Foundry	$ 15,133	$ 2,275	$ 5,000	$ -	$ 508	$ 22,915	$ 18,286	0.80x
BVP	7,315	15,000	-	-	11	22,325	17,665	0.79x
Capital Partners	8,450	-	-	-	-	8,450	6,656	0.79x
Techstars	2,379	1,365	3,000	-	322	7,065	5,816	0.82x
Triangle Peak	5,000	-	-	-	-	5,000	4,424	0.88x
ff Rose	-	400	862	350	-	1,612	1,819	1.13x
IDEA	573	580	457	333	190	2,112	1,913	0.91x
Correlation	-	400	319	360	-	1,010	1,081	1.07x
Cloud Power	329	-	225	306	-	859	936	1.09x

Payout Summary	
US$	
Enterprise Value	**$82,500,000**
(b) Estimated Closing Cash	6,250,000
(c) Net Working Capital Amount Higher than Upper Target	-
(d) Aggregate Exercise Amount	1,123,907
(e) Net Working Capital Amount Below the Lower Target	(770,031)
(f) Total Amount of Estimated Indebtedness	(14,647,311)
(g) Total Amount of Estimated Company Transaction Expenses	(7,838,481)
(h) The Escrow and Adjustment Escrow Amount	($6,525,000)
(i) The Reserve Amount	($250,000)
Estimated Aggregate Consideration Amount	**$59,843,084**

Per Share Amount,	Post-Escrow	Pre- Escrow
Common	$0.3036	$0.34
Series Seed	$0.3036	$0.34
Series A	$0.3589	$0.40
Series B	$0.7163	$0.80
Series C	$1.0588	$1.19

0

EXHIBIT F
Sample Net Working Capital Calculation

Project Duckhorn Working Capital Analysis

($USD 000s)	Actual Jan18	Actual Feb18	Actual Mar18	Actual Apr18	Actual May18	Actual Jun18	Actual Jul18	Actual Aug18	Actual Sep18	Actual Oct18	Actual Nov18	Actual Dec18	Actual Jan19	Actual Feb19	Actual Mar19	Actual Apr19	Forecast May19	Forecast Jun19
Current Assets (Excl. Cash, Cash Equiv, & ST Deposits)																		
Total Accounts Receivable, Net	2,849	3,363	4,045	4,058	3,226	2,239	1,809	2,123	2,054	1,855	2,628	3,041	3,810	3,974	4,054	5,046	3,676	2,846
Total Prepaid Expenses	869	747	765	694	756	686	707	727	1,062	1,082	1,055	938	820	901	763	659	561	542
Total Other Current Assets	338	245	236	138	93	70	61	29	58	42	18	45	51	55	21	19	19	19
Total Current Assets	**4,057**	**4,355**	**5,047**	**4,890**	**4,074**	**2,997**	**2,577**	**2,879**	**3,174**	**2,979**	**3,702**	**4,024**	**4,681**	**4,931**	**4,839**	**5,724**	**4,255**	**3,406**
Current Liabilities (Excl. Short Term Debt, Def Rev, & Interest Accrual)																		
Total Accounts Payable	1,467	1,352	1,421	1,158	1,205	945	994	806	1,258	873	389	615	472	591	640	567	650	545
Total Accrued Expenses and Other Current Liabilities	768	299	651	545	731	599	548	618	899	541	682	929	909	813	876	755	819	597
Total Current Liabilities	**2,235**	**1,651**	**2,072**	**1,703**	**1,936**	**1,544**	**1,542**	**1,424**	**2,157**	**1,413**	**1,071**	**1,543**	**1,381**	**1,404**	**1,516**	**1,322**	**1,469**	**1,142**
Net Working Capital	**1,822**	**2,703**	**2,975**	**3,187**	**2,138**	**1,452**	**1,035**	**1,456**	**1,017**	**1,565**	**2,631**	**2,481**	**3,300**	**3,527**	**3,323**	**4,402**	**2,787**	**2,265**
Normalize AR reserve	-	-	57	64	94	30	30	30	60	90	116	117	247	178	276	299	299	-
Remove accrued bonus	-	-	161	210	246	153	153	153	280	258	291	310	337	365	310	310	310	-
Remove accrued commissions	297	95	204	84	186	99	77	187	315	129	140	313	46	88	224	84	148	236
Add back accrued commissions for deals not yet paid	(278)	(89)	(191)	(79)	(174)	(93)	(72)	(175)	(295)	(121)	(131)	(293)	(43)	(83)	(210)	(79)	(139)	(221)
Adjusted NWC	**1,841**	**2,709**	**3,206**	**3,466**	**2,490**	**1,652**	**1,224**	**1,651**	**1,377**	**1,822**	**3,047**	**2,927**	**3,887**	**4,076**	**3,923**	**5,016**	**3,406**	**2,280**
Final Peg 9 month average																		**$3,387**
																		$339

Commission Relating to Deals Already Paid	15
Indebtedness %	6.4%
NWC Add-back	93.6%

EXHIBIT G

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is entered into and effective this [__] day of [__] 2019, by and among Acquiom Clearinghouse LLC, a Colorado limited liability company (the "Escrow Agent"), Imperva, Inc., a Delaware corporation ("Parent") and Shareholder Representative Services LLC, a Colorado limited liability company (the "Seller Representative", and together with Parent, the "Parties"), solely in its capacity as the representative of the Securityholders. Capitalized terms used but not otherwise defined in this Escrow Agreement have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent and the Seller Representative have entered into that certain Agreement and Plan of Merger, dated as of June 3, 2019 (the "Merger Agreement"), by and among Parent, Seller Representative, Distil Acquisition Sub, Inc., a Delaware corporation and Distil Networks, Inc., a Delaware corporation (the "Company");

WHEREAS, Parent and the Seller Representative desire for the Escrow Agent to open an account (the "Escrow Account") into which Parent will deposit (or cause to be deposited), funds to be held, disbursed and invested by the Escrow Agent in accordance with this Escrow Agreement; and

WHEREAS, Parent and the Seller Representative have entered into that certain Paying Agent Agreement, dated as of [__], 2019, by and among Acquiom Financial LLC (in its capacity as the payments administrator (the "Paying Agent")), Parent, the Company and the Seller Representative (the "Paying Agent Agreement") pursuant to which the Paying Agent has established the account described on Exhibit B (the "Paying Account") one purpose of which is to receive funds disbursed from the Escrow Account to be paid to the Securityholders pursuant to this Escrow Agreement and the Merger Agreement.

NOW, THEREFORE, in consideration of the promises herein, the parties hereto agree as follows:

I. Terms and Conditions

1.1. Parent and the Seller Representative hereby appoint the Escrow Agent as their escrow agent, and the Escrow Agent hereby accepts its duties as provided herein. Simultaneously with the execution and delivery of this Escrow Agreement, Parent will transfer (or cause to be transferred), cash in the amount of $6,525,000 (the "Escrow Amount", and together with any interest and other income thereon, the "Escrow Funds") by wire transfer of immediately available funds to the Escrow Agent using the following wire instructions:

Acquiom Clearinghouse LLC
ABA: 011500120
Account #: 1339477782
Account Name: Citizens Bank NA fbo Acquiom Clearinghouse Escrow Clients
Reference: Duckhorn Escrow
Attention: Aaron Soper (612) 509-2307

The Escrow Agent shall maintain the Escrow Account as a segregated account, and upon receipt of the Escrow Amount, the Escrow Agent shall designate an amount equal to (a) $750,000 to be maintained in a segregated subaccount (the "Adjustment Escrow Account") and (b) $5,775,000 to be maintained in a segregated subaccount (the "Indemnity Escrow Account"). No Escrow Funds held in one subaccount shall be used for any other purposes other than as set forth in this Escrow Agreement or the Merger Agreement.

1.2. *Joint Instructions*. Except as otherwise provided in this Section 1.2, within two Business Days of receipt of written instructions signed by an authorized representative of each of Parent and the Seller Representative listed on Exhibit A-1 and Exhibit A-2, respectively ("Joint Instructions"), the Escrow Agent shall disburse the Escrow Funds (or a portion of the Escrow Funds) as instructed in such Joint Instructions and this Section 1.2, but only to the extent that funds have been provided to the Escrow Agent pursuant to Section 1.1. The Joint Instructions shall include the amount to be disbursed from the Adjustment Escrow Account and/or the Indemnity Escrow Account and shall identify the person to whom the disbursement shall be made, which shall be either (i) Parent (or Parent's designee), (ii) the Surviving Corporation or (iii) the Paying Agent. Disbursements made pursuant to Joint Instructions shall be made in accordance with the payment instructions set forth in such Joint Instructions or otherwise provided by Parent and the Seller Representative to the Escrow Agent. Disbursements made to the Paying Agent pursuant to Joint Instructions shall be deposited by the Escrow Agent into the Paying Account as soon as reasonably practicable pursuant to the wire instructions listed on Exhibit B. The Escrow Agent shall have no responsibility for, and is hereby relieved of all liability to Parent, the Seller Representative and all other persons and entities with respect to, the manner in which funds are disbursed from the Paying Account as directed by the Paying Agent. For purposes of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth in Section 4.4 is authorized or required by law or executive order to remain closed.

1.2. *Release of Adjustment Escrow Account*. If, pursuant to Section 3.4 of the Merger Agreement, there is a Shortfall Amount, then within five (5) Business Days following the final determination of the Aggregate Consideration Amount and the amount of such Shortfall Amount, an authorized representative of each of Parent and the Seller Representative shall execute Joint Instructions directing the Escrow Agent to distribute funds in the amount of such Shortfall Amount from the Adjustment Escrow Account (and, to the extent the Shortfall Amount exceeds the amount in the Adjustment Escrow Account and at Parent's election, the Indemnity Escrow Account), to Parent. In the event the amount in the Adjustment Escrow Account exceeds the Shortfall Amount, an authorized representative of each of Parent and the Seller Representative shall execute Joint Instructions directing the Escrow Agent to distribute the funds remaining in the Adjustment Escrow Account following the distribution to Parent referenced in the prior sentence to (i) the Surviving Corporation and (ii) the Paying Agent, in each case for further distribution to Participating Securityholders. If, pursuant to Section 3.4 of the Merger Agreement, there is an Excess Amount, then within five (5) Business Days following the final determination of the Aggregate Consideration Amount, an authorized representative of each of Parent and the Seller Representative shall execute Joint

Instructions directing the Escrow Agent to distribute all funds from the Adjustment Escrow Account to (i) the Surviving Corporation and (ii) the Paying Agent, in each case for further distribution to the Participating Securityholders.

1.3. *Release of Indemnity Escrow Account.* The Indemnity Escrow Account shall be established immediately following the Closing and shall terminate on the one (1) year anniversary of the Closing Date (the "Indemnity Escrow Expiration Date") (such period during which the Indemnity Escrow Account is in existence being referred to as the "Indemnity Escrow Period"); provided, that, notwithstanding the foregoing, the Indemnity Escrow Period shall not terminate on the Indemnity Escrow Expiration Date with respect to any amount subject to an indemnification claim timely made under ARTICLE X of the Merger Agreement prior to the Indemnity Escrow Expiration Date (an "Indemnity Holdback Amount") but shall remain in effect until all such indemnification claims have been finally determined and resolved. On the first Business Day immediately following the Indemnity Escrow Expiration Date, an authorized representative of each of Parent and the Seller Representative shall execute Joint Instructions, directing the Escrow Agent to disburse the entire amount of funds remaining in the Indemnity Escrow Account to (i) the Surviving Corporation and (ii) the Paying Agent, in each case for further distribution to the Participating Securityholders. The Escrow Agent shall disburse any Indemnity Holdback Amount only in accordance with Joint Instructions following the final determination of the claim related to such Indemnity Holdback Amount. No later than the second Business Day following such final determination of any claim related to an Indemnity Holdback Amount, an authorized representative of each of Parent and the Seller Representative shall execute Joint Instructions, directing the Escrow Agent to disburse the applicable portion of the Indemnity Holdback Amount to (i) Parent, (ii) the Surviving Corporation and (iii) the Paying Agent, as applicable, in accordance with the amount due to the Parent Indemnified Parties or the Participating Securityholders, respectively, pursuant to such final determination.

II. Provisions as to the Escrow Agent

2.1. This Escrow Agreement expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no duties, implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent except for the duties and obligations provided herein. In performing its duties and obligations under this Escrow Agreement, or upon the claimed failure to perform such duties or obligations, the Escrow Agent shall have no liability hereunder except for the Escrow Agent's fraud, willful misconduct, bad faith or gross negligence. In no event shall the Escrow Agent be liable hereunder for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including, but not limited to, lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Escrow Agreement. Any wire transfers of funds made by the Escrow Agent pursuant to this Escrow Agreement will be made subject to and in accordance with the Escrow Agent's usual and ordinary wire transfer procedures in effect from time to time. Except as expressly provided herein, no provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or

otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

2.2. Parent and the Seller Representative acknowledge and agree that the Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the Escrow Amount or any part thereof, or of any person depositing the Escrow Amount.

2.3. This Escrow Agreement constitutes the entire agreement between the Escrow Agent, Parent and the Seller Representative (but not between Parent and the Seller Representative) in connection with the subject matter of this Escrow Agreement, and no other agreement entered into between Parent and the Seller Representative, or either of them, including, without limitation, the Paying Agent Agreement and the Merger Agreement, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent, notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof.

2.4. The Escrow Agent shall be protected in acting upon any written instruction, notice, request or instrument which the Escrow Agent reasonably believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement, in each case, to the extent the Escrow Agent is entitled to act upon such item pursuant to the terms of this Agreement.

2.5. The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the advice of such counsel.

2.6. In the event of any disagreement between Parent and the Seller Representative, or between either or both of them and any other person, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent is reasonably in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any such claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of Parent and the Seller Representative and all other interested persons shall have been fully and finally adjudicated by a court of competent jurisdiction or (b) all differences shall have been adjudged and all doubt resolved by agreement among Parent and the Seller Representative and all other interested persons, and the Escrow Agent shall have been notified thereof in writing signed by Parent and the Seller Representative. Notwithstanding the preceding sentence, the Escrow Agent may, in its

reasonable discretion, obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of an agency of the United States or any political subdivision thereof, or of any agency of any State of the United States or of any political subdivision thereof, and the Escrow Agent is hereby authorized in its reasonable discretion, to comply with and obey any such orders, judgments, decrees or levies. The rights of the Escrow Agent under this Section 2.6 are cumulative of all other rights which it may have by law or otherwise. In the event of any disagreement or doubt, as described in this Section 2.6, the Escrow Agent shall have the right, in addition to the rights described in this Section 2.6 and at the election of the Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all funds and property held under this Escrow Agreement, and the Escrow Agent shall have the right to take such other legal action as may be appropriate or necessary, in the reasonable discretion of the Escrow Agent. Upon such tender, Parent and the Seller Representative agree that the Escrow Agent shall be discharged from all further duties with respect to the Escrow Funds under this Escrow Agreement.

2.7. Parent and the Seller Representative (solely on behalf of the Securityholders and in its capacity as the Seller Representative, not in its individual capacity) jointly and severally agree to defend, indemnify and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, claims made by any Party or any other person or entity, damages, expenses and costs (including, without limitation, reasonable documented out-of-pocket attorneys' fees and expenses) of every nature whatsoever (collectively, "Losses") which any such Indemnified Party may incur and which arise directly or indirectly from this Escrow Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as the Escrow Agent hereunder; provided, however, that no Indemnified Party shall be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been caused by any Indemnified Party's fraud, gross negligence, bad faith or willful misconduct. The provisions of this Section 2.7 shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent with respect to Losses attributable to the time period prior to such termination, resignation or removal. The Parties agree solely among themselves that Seller Representative (solely on behalf of the Securityholders and in its capacity as the Seller Representative, not in its individual capacity) and Parent shall each bear no more than 50% of any and all Losses payable to the Escrow Agent under this Section 2.7 (other than any Losses arising from any breach of this Agreement by either the Seller Representative (on behalf of the Securityholders) or Parent, in which case such breaching Party shall bear all of such Losses) and grant to each other a right of contribution to the same effect.

2.8. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act, and the Escrow Agent shall provide prompt written notice of such to Parent and the Seller Representative.

2.9. The Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to Parent and the Seller Representative. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been furnished to Parent and the Seller Representative, and Parent and the Seller Representative shall promptly appoint a successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

III. Compensation of the Escrow Agent

3.1. The Escrow Agent shall be entitled to be paid the fees specified on Schedule I, which fees, costs and expenses shall be borne fifty percent (50%) by the Seller Representative (solely on behalf of the Securityholders and in its capacity as the Seller Representative, not in its individual capacity) and fifty percent (50%) by Parent. The terms of this Section 3.1 shall not in any way limit the rights of the Escrow Agent to indemnification as set forth in this Escrow Agreement.

IV. Miscellaneous

4.1. The Escrow Agent shall invest all funds held pursuant to this Escrow Agreement into an interest bearing account, in accordance with Exhibit C, insured by the Federal Deposit Insurance Corporation to the applicable limits or such similar or successor account offered by the Escrow Agent. Instructions to make any other investment must be in writing and signed by each of the Parties. Parent and the Seller Representative recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to the deposit or investment of funds held hereunder or the purchase, sale, retention or other disposition of any investment, and the Escrow Agent shall not be liable to Parent or the Seller Representative or any other person or entity for any loss incurred in connection with any such investment. If and to the extent invested, Escrow Agent or its affiliates may receive compensation from third parties based on balances deposited in the Escrow Account.

4.2. The Escrow Agent shall provide monthly reports of transactions and holdings to Parent and the Seller Representative as of the end of each month, at the address provided by Parent and the Seller Representative in Section 4.4.

4.3. Parent and the Seller Representative agree that, subject to the terms and conditions of this Escrow Agreement, the owner of the funds held in the Escrow Account is Parent. Interest or other income earned on the Escrow Funds shall be reported, unless otherwise required by law, by Escrow Agent to the United States Internal Revenue Service ("IRS"), as income earned only upon final distribution of the Escrow Funds regardless of when such interest or earnings are posted to the account holding the Escrow Funds, provided that interest or other income may not be required to be reported if Parent documents that it is a corporation exempt

from information reporting. Interest income is required to be reported on IRS Form 1099 if the Purchaser is a U.S. individual or entity which is not a corporation. On or before the execution and delivery of this Escrow Agreement, each of Parent and the Seller Representative shall provide to the Escrow Agent a correct, duly completed, dated and executed current United States Internal Revenue Service Form W-9 or Form W-8, whichever is appropriate (or any successor forms thereto), in a form and substance satisfactory to the Escrow Agent including appropriate supporting documentation and/or any other form, document, and/or certificate required or reasonably requested by the Escrow Agent to validate the form provided. Notwithstanding anything to the contrary herein provided, except for the delivery and filing of tax information reporting forms required pursuant to the Internal Revenue Code of 1986, as amended, to be delivered and filed with the IRS by the Escrow Agent, as escrow agent hereunder, the Escrow Agent shall have no duty to prepare or file any federal or state tax report or return with respect to any funds held pursuant to this Escrow Agreement or any income earned thereon. Parent and the Seller Representative (solely on behalf of the Securityholders and in its capacity as the Seller Representative, not in its individual capacity), jointly and severally, agree to indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Funds unless such tax, late payment, interest penalty or other cost or expense was finally adjudicated by a court of competent jurisdiction to have been directly or indirectly caused by the fraud, gross negligence, bad faith or willful misconduct of the Escrow Agent. The indemnification provided in this Section 4.3 is in addition to the indemnification provided to the Escrow Agent elsewhere in this Escrow Agreement and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement with respect to Losses attributable to the period prior to such resignation, removal or termination. Notwithstanding anything to the contrary contained in this Agreement, for so long as the Escrow Funds remain held pursuant to this Agreement, the Escrow Agent shall distribute to Parent (i) quarterly, no later than five (5) days following the end of each fiscal quarter, an amount equal to the product of (A) the taxable income (as measured for U.S. federal income tax purposes) earned with respect to the Escrow Funds in such quarter and (B) 30% and (ii) upon final distribution of the Escrow Funds pursuant to Section 1.2, prior to such final distribution, an amount equal to the product of (A) the taxable income (as measured for U.S. federal income tax purposes) earned with respect to the Escrow Funds during the period between the date of such final distribution and the first day of the calendar quarter in which the final distribution is made and (B) 30%.

4.4. Any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when delivered (a) personally, (b) by facsimile transmission with written confirmation of receipt, (c) by electronic mail to the e-mail address given below, and e-mail confirmation of receipt is obtained after completion of the transmission, (d) by overnight delivery with a reputable national overnight delivery service, or (e) by United States mail, postage prepaid, or by certified mail, return receipt requested and postage prepaid, in each case to the appropriate address set forth below or at such other address as any party hereto may have furnished to the other parties hereto in writing, provided that notices to the Seller Representative shall be delivered solely by facsimile or email:

If to the Escrow Agent:

Acquiom Clearinghouse LLC
950 17th Street, Suite 1400
Denver, CO 80202
Attention: Aaron Soper
Telephone: (612) 509-2307; (612) 380-8775
Facsimile: (720) 554-7828
Email: escrowagent@srsacquiom.com, cc: paymentsadministration@srsacquiom.com

If to Parent:

Imperva, Inc.
3400 Bridge Parkway
Redwood Shores, California 94065
Attention: Shu White (General Counsel)
Email: shu.white@imperva.com

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

Kirkland & Ellis LLP.
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Corey D. Fox, P.C.
Peter Stach
Email: cfox@kirkland.com, peter.stach@kirkland.com

If to the Seller Representative:

Shareholder Representative Services LLC
950 17th Street, Suite 1400
Denver, CO 80202
Attention: Managing Director
Facsimile: (303) 623-0294
Email: deals@srsacquiom.com

Any party may unilaterally designate a different address by giving notice of each change in the manner specified above to each other party.

4.5. This Escrow Agreement (including any claims, issues, controversies or matters arising hereunder, whether sounding in law, contract, tort or equity) is intended to be construed according to the laws of the State of Delaware. Except as permitted in Section 2.8, neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Escrow Agreement shall inure to and be binding upon the parties hereto and their respective successors, heirs and permitted assigns.

4.6. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto.

4.7. If any provision of this Escrow Agreement shall be held or deemed to be or shall in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

4.8. This Escrow Agreement is for the sole benefit of Parent, the Seller Representative, the Indemnified Parties and the Escrow Agent, and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

4.9. No party to this Escrow Agreement shall be liable to any other party hereto for Losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

4.10. This Escrow Agreement shall terminate upon the distribution of all funds and property held under this Escrow Agreement or upon the earlier joint written instructions of the Parties.

4.11. All titles and headings in this Escrow Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

4.12. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.13. Contemporaneously with the execution and delivery of this Escrow Agreement and, if necessary, from time to time thereafter, each of the Parties shall execute and deliver to the Escrow Agent a Certificate of Incumbency substantially in the form of Exhibit A-1 and Exhibit A-2 hereto (a "Certificate of Incumbency") for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such Party. Until such time as the Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of Incumbency theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to the Escrow Agent. Whenever this Escrow Agreement provides for Joint Instructions, joint written notices, joint written instructions or other joint actions to be delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any Joint Instructions, joint written notice, joint written instructions or other joint action executed by persons named in such Certificate of Incumbency.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When a party opens an account, the Escrow Agent will ask for each party's name, address, date of birth, or other appropriate information that will allow the Escrow Agent to identify such party. The Escrow Agent may also ask to see each party's driver's license or other identifying documents.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

ACQUIOM CLEARINGHOUSE LLC, as the Escrow Agent

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

IMPERVA, INC.

By:_____
Name: Christopher Hylen
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Seller Representative

By:_____
Name:
Title:

EXHIBIT A-1

Certificate of Incumbency
(List of Authorized Representatives)

Client Name: IMPERVA, INC.

As an authorized officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

Name	Title	Signature	Contact Number*	Secondary Contact Number**
Christopher Hylen	Chief Executive Officer			
Shu White	General Counsel			

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:***

_____.
Date

By:_____
Name: Christopher Hylen
Title: Chief Executive Officer

* In order to comply with UCC requirements regarding outgoing wire transfers, the Escrow Agent is required to perform a verification call-back using the number provided here upon receipt of release instructions.
** Please provide a secondary number in case the authorized signer is not reachable at the primary Contact Number.
*** The specimen signature page of each authorized signer (including those delivered in counterpart) must include the signature of the witnessing authorized officer. It is permissible for an authorized signer to witness and date his/her own signature if such signer is also an authorized officer of the referenced entity.

EXHIBIT A-2

Certificate of Incumbency
(List of Authorized Representatives)

Client Name: Shareholder Representative Services LLC

As an authorized officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.*

Name	Title	Signature	Contact Number
Chris Letang	Managing Director	_____	303-957-2855
Casey McTigue	Executive Director	_____	415-363-6081
Lon LeClair	President	_____	303-222-2078
Paul Koenig	Managing Director	_____	303-957-2850

**Please complete call-backs in the order indicated above (i.e., call Chris Letang first, Casey McTigue second, etc.).*

As an authorized officer of the above referenced entity, I hereby certify that each person listed below is authorized to sign this Escrow Agreement on behalf of such entity, but is not authorized for providing any other direction on behalf of such entity to the Escrow Agent, and that the title and signature appearing beside each name is true and correct.

Name	Title	Signature	Contact Number
Sam Riffe	Managing Director	_____	720-279-0969
Kimberley Angilly	Director	_____	303-222-2088

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

_____.
Date

By:_____
Its:

* In order to comply with UCC requirements regarding outgoing wire transfers, the Escrow Agent is required to perform a verification call-back using the number provided here upon receipt of release instructions.
** Please provide a secondary number in case the authorized signer is not reachable at the primary Contact Number.
*** The specimen signature page of each authorized signer (including those delivered in counterpart) must include the signature of the witnessing authorized officer. It is permissible for an authorized signer to witness and date his/her own signature if such signer is also an authorized officer of the referenced entity

EXHIBIT B

Wire Instructions for Paying Account:

SunTrust Bank 919 E Main St, 5th Floor Richmond, VA 23219
Routing Number: 061000104 SWIFT Code (for international wires): SNTRUS3A
Account Number: 1000174209873
Account Title: SunTrust Escrow Services Collection Account

Additional Information: [_____]

EXHIBIT C

The Parties authorize and direct the Escrow Agent to deposit all deposits pursuant to this Escrow Agreement as follows:

Interest Bearing Account

IMPERVA, INC.

By:_____
Name: Christopher Hylen
Title: Chief Executive Officer

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Seller Representative

By:_____
Name:
Title:

SCHEDULE I

Fees of the Escrow Agent

Acceptance Fee: **Waived**

Initial Fees as they relate to Acquiom Clearinghouse LLC acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s).

Annual Administration Fee **$3,500**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. These fees cover a full year, or any part thereof, and thus are not pro-rated in the year of termination. The annual fee is billed in advance and payable prior to that years' service.

Acquiom Clearinghouse LLC's bid is based on the following assumptions:

- Number of Escrow Accounts to be established: Two (2)
- Investment in an interest bearing deposit account at Citizens Bank or remain un-invested

Out-of-Pocket Expenses: **Billed At Cost**

EXHIBIT H

OPTION CANCELLATION AGREEMENT

THIS OPTION CANCELLATION AGREEMENT (this "Agreement") is entered into as of [__], 2019, by and among the Person listed as the Option Holder on the signature page hereto (the "Option Holder"), Distil Networks, Inc. a Delaware corporation (the "Company") and Imperva, Inc., a Delaware corporation ("Parent"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger (as amended, supplemented or modified from time to time, the "Merger Agreement"), dated as of June 3, 2019, by and among the Company, Parent, Distil Acquisition Sub, Inc., a Delaware corporation and a wholly-owned Subsidiary of Parent ("Merger Sub") and the Seller Representative identified therein, pursuant to which Parent will acquire all of the issued and outstanding equity securities of the Company in a transaction whereby Merger Sub will be merged with and into the Company, with the Company continuing on as the Surviving Corporation and a wholly-owned Subsidiary of Parent (the "Merger"), on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, the Option Holder is the owner of certain options to acquire Company Common Stock ("Options") pursuant to the Company Equity Plan and certain stock option agreements between the Option Holder and the Company (the "Option Agreements") as set forth on Annex A; and

WHEREAS, the Option Holder and the Company desire to cancel all Options granted to the Option Holder and, subject to the terms of this Agreement and the Merger Agreement, terminate all Option Agreements and Options.

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

1. Cancellation of Options. Subject to and contingent upon the consummation of the Merger, the Option Holder hereby acknowledges and agrees that all of the Option Holder's Options that are (or were) outstanding immediately prior to the Effective Time (whether vested or unvested) shall, without any further action on the part of the Option Holder, be automatically cancelled, terminated and extinguished as of immediately prior to the Effective Time and shall have no further force or effect and the Option Holder shall have no rights arising thereunder or therefrom other than the right of the Option Holder to receive the consideration, if any, contemplated by Section 3.1(c) the Merger Agreement. If the exercise price of any Option is less than the Common Per Share Amount (each such Option, an "In-the-Money Option"), such Option shall be automatically cancelled as of immediately prior to the Effective Time, and the Option Holder shall have the right to receive, subject to the delivery of a duly completed and validly executed copy of this Agreement to the Company, the amount of cash and Post-Closing Merger Consideration as provided and subject to the terms and conditions set forth in the Merger Agreement (including Section 3.1(c) therein). If the exercise price of any Option (whether vested or unvested) is equal to or greater than the Common Per Share Amount (an "Out-of-the-Money Option"), then such Option shall, without any further action on the part of the Option Holder, be automatically cancelled, terminated and extinguished as of immediately prior to the Effective Time, without any consideration being payable in respect thereof, and shall have no further force or effect and the Option Holder shall have no rights arising thereunder or therefrom. If and only if the Closing occurs, from and after the Effective Time, none of the Option Holder's Options shall be outstanding, of further force or effect or represent any rights other than the right of the Option Holder to receive the consideration, if any, contemplated by the Merger Agreement. The Option Holder hereby irrevocably agrees to

waive any notice requirements under the Company Equity Plan, the Option Agreements or elsewhere with respect to the transactions, representations and warranties contemplated by this Agreement and the Merger Agreement. Without limiting the foregoing, the Option Holder acknowledges and agrees that it shall have no right to receive any equity, including options to acquire equity, nor shall it retain any equity or securities, in the Surviving Corporation or any of its Subsidiaries or Affiliates following the consummation of the transactions contemplated by the Merger Agreement. Notwithstanding any provision to the contrary in this Agreement, the Option Holder hereby acknowledges and agrees that upon payment, if any, by the Surviving Corporation to the Option Holder in accordance with the terms and conditions in the Merger Agreement and this Section 1 and/or the cancellation and termination of all Out-of-the-Money Options as of the Effective Time, the Company, the Surviving Corporation, Parent, the Merger Sub, and their respective Subsidiaries and Affiliates (and any successors thereof) shall have no further obligation or liability of any nature to the Option Holder with respect to the Options, the Option Agreements or the Company Equity Plan.

2. Option Agreements. Subject to and contingent upon the consummation of the Merger, all Option Agreements shall, without any further action on the part of any Person, be automatically terminated as of the Effective Time and be of no further force or effect.

3. Spousal Consent. If the Option Holder is a resident of a community property interest state, the Option Holder's spouse shall execute and deliver the Spousal Consent attached hereto as Annex B concurrently with the Option Holder's execution and delivery of this Agreement.

4. Representations and Warranties of the Option Holder. The Option Holder hereby represents and warrants to Parent and the Company that (a) the Option Holder has full legal right, power and capacity to execute and deliver this Agreement and to perform such Option Holder's obligations hereunder, (b) this Agreement has been duly and validly executed and delivered by the Option Holder and constitutes a legal, valid and binding obligation of the Option Holder, enforceable in accordance with its terms, (c) the Option Holder is not subject to any order, contract, judgment or decree which would be breached or violated by the execution, delivery and performance by the Option Holder of this Agreement and the consummation of the transactions contemplated hereby, (d) the Option Holder is the registered and beneficial owner of all of the Options set forth on Annex A hereto, possesses good title thereto, free and clear of all Encumbrances and does not own any other option, stock appreciation right, warrant, purchase right, subscription right, conversion right, exchange right or other contract or commitment that could require the Company to issue, sell or otherwise cause to become outstanding any capital stock of the Company, whether vested or unvested, except for the Options set forth on Annex A hereto, (e) Annex A identifies all Options owned and held by the Option Holder, including (i) the number of shares of Company Common Stock underlying such Options and (ii) the exercise price with respect to such Options and (f) none of the Options have been exercised on or prior to the date hereof, and none of the Options shall be exercised on or prior to the Closing Date.

5. No Transfers. The Option Holder shall not: (a) sell, transfer, give, pledge, assign or otherwise dispose of (including by gift or by contribution or distribution to any trust or similar instrument or to any beneficiaries of the Option Holder) (collectively, "Transfer"), or consent to any Transfer of, any or all of the Options or any interest therein, or enter into any agreement, contract, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of the Options to any Person or entity other than Parent or the Company or (b) exercise any of the Options from and after the date hereof.

6. Release.

(a) The Option Holder hereby fully and unconditionally releases, acquits and forever discharges the Company, Parent, Merger Sub, the Surviving Corporation, their respective Subsidiaries and each of their respective past, present and future successors, predecessors, assigns, employees, agents, partners, members, Subsidiaries, stockholders, parent companies, controlling persons, directors, officers, other Affiliates (corporate or otherwise) and legal representatives (individually, a "Releasee," and collectively, the "Releasees"), from any and all claims, actions, causes of action, suits, damages, judgments, expenses, demands and other obligations or liabilities related to the Options or the Option Agreements, in law, tort or in equity, in each case, whether absolute or contingent, liquidated or unliquidated, known or unknown (collectively, "Claims"); provided, that the foregoing shall not apply to Claims: (a) with respect to a breach of the Company's or the Surviving Corporation's express obligations pursuant to the terms of this Agreement or (b) that cannot be waived by Applicable Law. Except as otherwise provided in the Merger Agreement, the Option Holder shall not have any claim or right to contribution or indemnity from Parent, Merger Sub, the Company, the Surviving Corporation, any of their Subsidiaries or any of their Affiliates with respect to the transactions contemplated hereby or the Merger Agreement and the transactions contemplated thereby.

(b) Without limiting the generality of Section 6(a), with respect to any Claims, Option Holder hereby expressly waives all rights under Section 1542 of the California Civil Code and any similar Applicable Law or common law principle in any applicable jurisdiction prohibiting or restricting the waiver of unknown claims. Section 1542 of the California Civil Code reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(c) Notwithstanding the provisions of Section 1542 of the California Civil Code or any similar Applicable Law or common law principle in any applicable jurisdiction, and for the purpose of implementing a full and complete release and discharge of the Releasees, Option Holder expressly acknowledges that the foregoing release is intended to include in its effect all claims which Option Holder does not know or suspect to exist in his, her or its favor against any of the Releasees (including, without limitation, unknown and contingent claims), and that the foregoing release expressly contemplates the extinguishment of all such claims (except to the extent expressly set forth in this Section 6).

(d) The releases contained in this paragraph are for the benefit of the Releasees and shall be enforceable by any of them directly against the Option Holder. Each of the Releasees shall be an intended third party beneficiary of this paragraph and is entitled to directly enforce the releases contained herein.

7. Section 409A. For the avoidance of doubt, it is intended that payments provided in this Agreement satisfy, to the greatest extent possible, the exemption from the application of Section 409A of the Code and the Treasury Regulations and other guidance and any state law of similar effect provided under Treasury Regulations Section 1.409A-1(b)(4) and, to the extent not so exempt, that the payments comply, and this Agreement be interpreted to the greatest extent possible as consistent, with Treasury Regulations Section 1.409A-3(b) and Section 1.409A-3(i)(5)(iv)(A) – that is, as "transaction-based compensation." Each installment of the Applicable Per Share Amount is a

separate "payment" for purposes Section 1.409A-2(b)(2)(i) of the Treasury Regulations. The Releasees make no guarantee or indemnity and shall have no liability to the Option Holder or any other person if any payments under any provisions of this agreement are determined to constitute deferred compensation under Section 409A of the Code.

8. Certain Acknowledgements. The Option Holder acknowledges and agrees that the terms and provisions of Section 6 have been a material inducement to the Releasees to enter into the Merger Agreement and to consummate the transactions contemplated by this Agreement and the Merger Agreement and that the Releasees have relied upon Section 6 in consummating such transactions and entering into the Merger Agreement. The Option Holder understands and acknowledges that all of the cash exercise prices payable upon exercise in full of all In-the-Money Options held by all Option Holders immediately prior to the Closing shall, notwithstanding the fact that such amounts will not be paid in cash to the Company, be taken into account for purposes of allocating the consideration payable pursuant to the Merger Agreement among all Participating Securityholders. The Option Holder further understands and acknowledges that under the Merger Agreement the consideration payable to the Option Holder with respect to a share of Company Common Stock subject to an Option is determined by deducting the cash exercise price payable to purchase each such share pursuant to such Option from the Common Per Share Amount otherwise payable to a holder of Company Common Stock, which, in the case of Out-of-the-Money Options, will result in no cash consideration being payable therefor.

9. NO LOOK BACK. THE OPTION HOLDER HEREBY ACKNOWLEDGES AND AGREES THAT THE OPTION HOLDER SHALL HAVE NO "LOOK BACK" OR SIMILAR RIGHTS AND SHALL IN NO EVENT BE ENTITLED TO ADDITIONAL CONSIDERATION WITH RESPECT TO THE CANCELLATION OF THE OPTION HOLDER'S OPTIONS TO ACQUIRE COMPANY STOCK PURSUANT TO THIS AGREEMENT.

10. Appointment of Seller Representative. The Option Holder hereby acknowledges and agrees to the appointment of the Seller Representative (and any duly appointed successor of the Seller Representative) as the representative, agent, proxy and attorney-in-fact for the Option Holder in connection with the Merger Agreement and the transactions contemplated thereby, with the powers and authorities granted to it under the Merger Agreement (including in Section 7.5 thereof). The Option Holder hereby irrevocably ratifies such appointment and hereby acknowledges and agrees that the Seller Representative shall have the full power and authority to represent the Option Holder in the manner contemplated by Section 7.5 of the Merger Agreement. The Option Holder hereby acknowledges and agrees that the Seller Representative shall have no liability to the Option Holder for actions taken or omitted to be taken under the Merger Agreement, except as otherwise provided in Section 7.5 of the Merger Agreement.

11. Escrow Amount; Seller Representative Amount. The Option Holder hereby acknowledges and agrees that (a) $6,525,000 of the consideration eligible to be received by the Participating Securityholders pursuant to the Merger Agreement (the "Escrow Amount") will be delivered (or caused to be delivered) by Parent to the Escrow Agent at the Closing to secure the payment of (i) any adjustment to such consideration pursuant to Section 3.4 of the Merger Agreement and/or (ii) any amounts owed to any Indemnified Party pursuant ARTICLE X of the Merger Agreement and (b) up to $250,000 of the consideration eligible to be received by the Participating Securityholders pursuant to the Merger Agreement (the "Reserve Amount") will be delivered (or caused to be delivered) by Parent to the Seller Representative at the Closing to cover and reimburse the out-of-pocket fees and expenses of the Seller Representative described in Section 7.5 of the Merger Agreement. The Option Holder acknowledges and agrees that the Option Holder shall receive his or her share of each of the Escrow Amount and the Reserve Amount only if (and to the extent) such

amounts are permitted to be distributed to the Option Holder pursuant to the terms and conditions of this Agreement, the Merger Agreement, as applicable, and the Option Holder may not receive all or any of such amounts.

12. Other Acknowledgements.

(a) The Option Holder has received and reviewed and understands the terms of the Merger Agreement and all schedules and exhibits thereto, and agrees to be bound by the terms and conditions of those provisions of the Merger Agreement and the Escrow Agreement purporting to bind the Option Holder, including (i) the designation and empowerment of the Seller Representative, any and all provisions relating to the Escrow Account and the Reserve Account, (ii) the purchase price adjustment contemplated by Section 3.4 of the Merger Agreement and (iii) the indemnification obligations of the Option Holder set forth in ARTICLE X of the Merger Agreement.

(b) All authority conferred or agreed to be conferred in this Agreement shall be binding upon the Option Holder and the Option Holder's heirs, successors, assigns, executors, administrators and legal representatives to the extent permitted by Applicable Law and shall not be affected by, and shall survive, the Option Holder's death, incapacity or other inability to act. The surrender by the Option Holder of the Options hereby is irrevocable but will not be effective until the Effective Time.

(c) The Option Holder understands that: (i) payment pursuant to the Merger Agreement is conditioned upon the Closing; (ii) no interest will accrue on any payment due pursuant to the Merger Agreement; and (iii) any payment due pursuant to the Merger Agreement may be less any applicable withholding taxes. Furthermore, the Option Holder recognizes that the Merger is subject to various conditions, and the Company may not be required to accept the surrender of any of the Options surrendered hereby.

(d) The Option Holder acknowledges and understands that in the case of a breach of any of the representations, warranties, covenants or agreements made by the Option Holder in this Agreement, the Option Holder will be individually liable to Parent and the Surviving Corporation. Such liability will not exceed the portion of the Aggregate Consideration Amount actually received by the Option Holder with respect to the Options, except in the case of fraud by such Option Holder. In the event of any inconsistency between the terms of this Agreement and the terms of the Merger Agreement, the Merger Agreement shall control.

(e) This Agreement shall be automatically void and of no force and effect if the Closing pursuant to the Merger Agreement fails to occur for any reason and/or the Merger Agreement is terminated in accordance with its terms.

(f) The Option Holder acknowledges that the Merger Agreement is confidential information of the Company and agrees to keep the Merger Agreement and the terms and provisions thereof confidential in accordance with the terms of the confidentiality agreement that the Option Holder has previously entered into with the Company.

13. Further Assurances. The Option Holder shall take any further action (including the execution and delivery of such further instruments and documents) as the Company may reasonably request, in the event that at any time after the date hereof such further action is reasonably necessary or desirable to carry out the purposes of this Agreement or the Merger Agreement.

14. Amendment. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and the Option Holder and, if amended prior to the Closing, Parent.

15. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

16. MUTUAL WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

17. VENUE; SERVICE OF PROCESS. ANY SUIT, LEGAL PROCEEDING OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT SHALL BE BROUGHT AND DETERMINED EXCLUSIVELY IN THE DELAWARE COURT OF CHANCERY OF THE STATE OF DELAWARE; PROVIDED, THAT IF THE DELAWARE COURT OF CHANCERY DOES NOT HAVE JURISDICTION, ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR ANY OTHER COURT OF THE STATE OF DELAWARE, AND EACH OF THE PARTIES HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. PROCESS IN ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF ANY SUCH COURT. THE OPTION HOLDER FURTHER AGREES THAT THE DELIVERY OF ANY PROCESS REQUIRED BY ANY SUCH CHOSEN COURT TO THE ADDRESS IN THE COMPANY'S RECORDS FOR THE OPTION HOLDER SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.

18. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service or sent by email.

Any such notice, request, demand, claim or other communication shall be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) the Business Day after it is deposited with such nationally recognized overnight courier service or (c) the day of sending, if sent by email prior to 5:00 p.m. (Pacific time) on any Business Day or the next succeeding Business Day if sent be email after 5:00 p.m. (Pacific time) on any Business Day or on any day other than a Business Day:

If to Parent:

Imperva, Inc.
3400 Bridge Parkway
Redwood Shores, California 94065
Attention: Shu White (General Counsel);
Email: shu.white@imperva.com

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

Kirkland & Ellis LLP
300 N. LaSalle Street
Chicago, IL 606054
Attention: Gerald T. Nowak, P.C.
Corey D. Fox, P.C.
Peter Stach
Email: gerald.nowak@kirkland.com
corey.fox@kirkland.com
peter.stach@kirkland.com
and

c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, CA 94111
Attention: Seth Boro
Chip Virnig
Andrew Almeida
Email: arohde@thomabravo.com
cpress@thomabravo.com
aalmedia@thomabravo.com

If to the Company:

Distil Networks, Inc.
4501 N. Fairfax Drive
Suite 200
Arlington VA, 22203
Attention: Tiffany Kleemann; tiffany.kleemann@distilnetworks.com
Rich Peterson; rich.peterson@distilnetworks.com

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

Cooley LLP

1299 Pennsylvania Avenue, NW
Suite 700
Washington, DC 20004
Attention: Josh Holleman; jholleman@cooley.com

If to the Option Holder: at the address set forth on such Option Holder's signature page attached hereto.

20. Third Party Beneficiary. The Releasees, Parent, the Merger Sub, the Surviving Corporation and the Seller Representative shall be intended third party beneficiaries of this Agreement.

21. Counterparts; Electronic Delivery. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

22. Conflicts. Wherever a conflict exists between this Agreement and any provision of any Option Agreement or Company Equity Plan, this Agreement shall control.

23. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of Parent, the Company and the Option Holder; provided, however, that the Company or the Surviving Corporation may, without such consent, assign any of its rights or delegate any of its duties under this Agreement to any (a) Affiliate, (b) any purchaser of substantially all of the assets of Parent or the Surviving Corporation in any merger, consolidation, share exchange or reorganization involving Parent or Merger Sub, or (c) for collateral security purposes, lender providing financing to the Company, the Surviving Corporation or any of their respective Affiliates.

24. Specific Performance. The parties agree that irreparable damage will occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the chancery court or any other state or federal court within the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity.

* * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Option Cancellation Agreement to be duly executed and delivered as of the date first written above.

IMPERVA, INC.

By: _____
Name:
Its:

DISTIL NETWORKS, INC.

By: _____
Name:
Its:

Signature of Option Holder:_____

Printed Name:_____

Telephone Number:_____

Email Address:_____

Address:_____

City:_____ State: _____ Zip Code: _____

Dated:_____, 2019

Annex A

Schedule of Options

Name of Option Holder: _____

Number of shares of Company Common Stock subject to Option(s)	Exercise Price per Option

Option Agreement(s) between the Company and the Option Holder:

[Agreement to be added]

Annex B

Spousal Consent

The undersigned spouse of _____ hereby acknowledges that I have read this Agreement and the Merger Agreement and that I understand their contents. I am aware that this Agreement provides that, in lieu my spouse exercising his or her Options in connection with the Closing, effective as of the Effective Time, my spouse desires to cancel all of his or her Options in exchange for the payment due pursuant to the Merger Agreement (if any). I agree to the foregoing cancellation and payment pursuant to this Agreement and acknowledge that my community property interest, if any, shall be similarly bound by this Agreement.

I am aware that the legal, financial and other matters contained in this Agreement and the Merger Agreement are complex and I am free to seek advice with respect thereto from independent counsel. I have either sought such advice or determined after carefully reviewing this Agreement and the Merger Agreement that I will waive such right.

_____

Spouse

_____

Witness

EXHIBIT I

WARRANT CANCELLATION AGREEMENT

THIS WARRANT CANCELLATION AGREEMENT (this "Agreement") is entered into as of **[●]**, 2019, by and among the Person listed as the Warrant Holder on the signature page hereto (the "Warrant Holder"), Distil Networks, Inc. a Delaware corporation (the "Company") and Imperva, Inc., a Delaware corporation ("Parent"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger (as amended, supplemented or modified from time to time, the "Merger Agreement"), dated as of June 3, 2019, by and among the Company, Parent, Distil Acquisition Sub, Inc., a Delaware corporation and a wholly-owned Subsidiary of Parent ("Merger Sub") and the Seller Representative identified therein, pursuant to which Parent will acquire all of the issued and outstanding equity securities of the Company in a transaction whereby Merger Sub will be merged with and into the Company, with the Company continuing on as the Surviving Corporation and a wholly-owned Subsidiary of Parent (the "Merger"), on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, the Warrant Holder is the owner of certain warrants to acquire Company Common Stock or Company Preferred Stock, as applicable ("Warrants") pursuant to certain warrant agreements between the Warrant Holder and the Company (the "Warrant Agreements") as set forth on Annex A; and

WHEREAS, the Warrant Holder and the Company desire to cancel all Warrants granted to the Warrant Holder and, subject to the terms of this Agreement and the Merger Agreement, terminate all Warrant Agreements and Warrants.

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

1. Cancellation of Warrants. Subject to and contingent upon the consummation of the Merger, the Warrant Holder hereby acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Warrant Agreements or otherwise, all of the Warrant Holder's Warrants that are (or were) outstanding immediately prior to the Effective Time (whether vested or unvested) shall, without any further action on the part of the Warrant Holder, be automatically cancelled, terminated and extinguished as of immediately prior to the Effective Time and shall have no further force or effect and the Warrant Holder shall have no rights arising thereunder or therefrom other than the right of the Warrant Holder to receive the consideration, if any, contemplated by Section 3.1(d) the Merger Agreement. If the exercise price of any Warrant is less than the Common Per Share Amount or Applicable Preferred Per Share Amount, as applicable (each such Warrant, an "In-the-Money Warrant"), such Warrant shall be automatically cancelled as of immediately prior to the Effective Time, and the Warrant Holder shall have the right to receive, subject to the delivery of a duly completed and validly executed copy of this Agreement to the Company, the amount of cash and Post-Closing Merger Consideration as provided and subject to the terms and conditions set forth in the Merger Agreement (including Section 3.1(d) therein). If the exercise price of any Warrant (whether vested or unvested) is equal to or greater than the Common Per Share Amount or Applicable Preferred Per Share Amount, as applicable (an "Out-of-the-Money Warrant"), then, for good and valuable consideration which is hereby acknowledged by such Warrant Holder, such Warrant shall, without any further action on the part of the Warrant Holder, be automatically cancelled, terminated and extinguished as of immediately prior to the Effective Time, without any

consideration being payable in respect thereof, and shall have no further force or effect and the Warrant Holder shall have no rights arising thereunder or therefrom. If and only if the Closing occurs, from and after the Effective Time, none of the Warrant Holder's Warrants shall be outstanding, of further force or effect or represent any rights other than the right of the Warrant Holder to receive the consideration, if any, contemplated by the Merger Agreement. The Warrant Holder hereby irrevocably agrees to waive any notice requirements under the Warrant Agreements or elsewhere with respect to the transactions, representations and warranties contemplated by this Agreement and the Merger Agreement. Without limiting the foregoing, the Warrant Holder acknowledges and agrees that it shall have no right to receive any equity, including options or warrants to acquire equity, nor shall it retain any equity or securities, or warrants to acquire any equity or securities in the Surviving Corporation or any of its Subsidiaries or Affiliates following the consummation of the transactions contemplated by the Merger Agreement. Notwithstanding any provision to the contrary in this Agreement, the Warrant Holder hereby acknowledges and agrees that upon payment, if any, by the Surviving Corporation to the Warrant Holder in accordance with the terms and conditions in the Merger Agreement and this Section 1 and/or the cancellation and termination of all Out-of-the-Money Warrants as of the Effective Time, the Company, the Surviving Corporation, Parent, the Merger Sub, and their respective Subsidiaries and Affiliates (and any successors thereof) shall have no further obligation or liability of any nature to the Warrant Holder with respect to the Warrants, the Warrant Agreements or otherwise.

2. Warrant Agreements. Subject to and contingent upon the consummation of the Merger, all Warrant Agreements shall, without any further action on the part of any Person, be automatically terminated as of the Effective Time and be of no further force or effect. For the avoidance of doubt, the Warrant Holder agrees and acknowledges that any provision of such Warrant Holder's Warrant Agreement with respect to (i) a successor entity to a merger or similar change of control transaction assuming any obligations of such Warrant, (ii) such Warrant Holder's right to receive any securities in any successor entity to a merger or similar change of control transaction (in lieu of the amount of cash payable to such Warrant Holder pursuant to Section 3.1(d) of the Merger Agreement) or (iii) any other provision or right that would provide for the survival of such Warrant, is hereby irrevocably waived, terminated and of no further force or effect.

3. Representations and Warranties of the Warrant Holder. The Warrant Holder hereby represents and warrants to Parent and the Company that (a) the Warrant Holder has full legal right, power and capacity to execute and deliver this Agreement and to perform such Warrant Holder's obligations hereunder, (b) this Agreement has been duly and validly executed and delivered by the Warrant Holder and constitutes a legal, valid and binding obligation of the Warrant Holder, enforceable in accordance with its terms, (c) the Warrant Holder is not subject to any order, contract, judgment or decree which would be breached or violated by the execution, delivery and performance by the Warrant Holder of this Agreement and the consummation of the transactions contemplated hereby, (d) the Warrant Holder is the registered and beneficial owner of all of the Warrants set forth on Annex A hereto, possesses good title thereto, free and clear of all Encumbrances and does not own any other warrant, option, stock appreciation right, warrant, purchase right, subscription right, conversion right, exchange right or other contract or commitment that could require the Company to issue, sell or otherwise cause to become outstanding any capital stock of the Company, whether vested or unvested, except for the Warrants set forth on Annex A hereto, (e) Annex A identifies all Warrants owned and held by the Warrant Holder, including (i) the number of shares of Company Common Stock or Company Preferred Stock, as applicable, underlying such Warrants and (ii) the exercise price with respect to such Warrants and (f) none of the Warrants have been exercised on or prior to the date hereof, and none of the Warrants shall be exercised on or prior to the Closing Date.

4. Release.

(a) The Warrant Holder hereby fully and unconditionally releases, acquits and forever discharges the Company, Parent, Merger Sub, the Surviving Corporation, their respective Subsidiaries and each of their respective past, present and future successors, predecessors, assigns, employees, agents, partners, members, Subsidiaries, stockholders, parent companies, controlling persons, directors, officers, other Affiliates (corporate or otherwise) and legal representatives (individually, a "Releasee," and collectively, the "Releasees"), from any and all claims, actions, causes of action, suits, damages, judgments, expenses, demands and other obligations or liabilities related to the Warrants or the Warrant Agreements, in law, tort or in equity, in each case, whether absolute or contingent, liquidated or unliquidated, known or unknown (collectively, "Claims"); provided, that the foregoing shall not apply to Claims: (a) with respect to the Warrant Holder's rights under the Merger Agreement or the Ancillary Agreements; (b) with respect to a breach of the Company's or the Surviving Corporation's express obligations pursuant to the terms of this Agreement or (c) that cannot be waived by Applicable Law. Except as otherwise provided in the Merger Agreement, the Warrant Holder shall not have any claim or right to contribution or indemnity from Parent, Merger Sub, the Company, the Surviving Corporation, any of their Subsidiaries or any of their Affiliates with respect to the transactions contemplated hereby or the Merger Agreement and the transactions contemplated thereby.

(b) Without limiting the generality of Section 4(a), with respect to any Claims, Warrant Holder hereby expressly waives all rights under Section 1542 of the California Civil Code and any similar Applicable Law or common law principle in any applicable jurisdiction prohibiting or restricting the waiver of unknown claims. Section 1542 of the California Civil Code reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(c) Notwithstanding the provisions of Section 1542 of the California Civil Code or any similar Applicable Law or common law principle in any applicable jurisdiction, and for the purpose of implementing a full and complete release and discharge of the Releasees, Warrant Holder expressly acknowledges that the foregoing release is intended to include in its effect all claims related to the Warrants or the Warrant Agreements which Warrant Holder does not know or suspect to exist in his, her or its favor against any of the Releasees (including, without limitation, unknown and contingent claims), and that the foregoing release expressly contemplates the extinguishment of all such claims (except to the extent expressly set forth in this Section 4).

(d) The releases contained in this paragraph are for the benefit of the Releasees and shall be enforceable by any of them directly against the Warrant Holder. Each of the Releasees shall be an intended third party beneficiary of this paragraph and is entitled to directly enforce the releases contained herein.

5. Certain Acknowledgements. The Warrant Holder acknowledges and agrees that the terms and provisions of Section 4 have been a material inducement to the Releasees to enter into the Merger

Agreement and to consummate the transactions contemplated by this Agreement and the Merger Agreement and that the Releasees have relied upon Section 4 in consummating such transactions and entering into the Merger Agreement. The Warrant Holder understands and acknowledges that all of the cash exercise prices payable upon exercise and termination in full of all In-the-Money Warrants held by all Warrant Holders immediately prior to the Closing shall, notwithstanding the fact that such amounts will not be paid in cash to the Company, be taken into account for purposes of allocating the consideration payable pursuant to the Merger Agreement among all Participating Securityholders. The Warrant Holder further understands and acknowledges that under the Merger Agreement the consideration payable to the Warrant Holder with respect to a share of Company Common Stock or Company Preferred Stock, as applicable, subject to a Warrant is determined by deducting the cash exercise price payable to purchase each such share pursuant to such Warrant from the Common Per Share Amount or the Applicable Preferred Per Share Amount, as applicable, otherwise payable to a holder of Company Common Stock or Company Preferred Stock, as applicable, which, in the case of Out-of-the-Money Warrants, will result in no cash consideration being payable therefor.

6. NO LOOK BACK. THE WARRANT HOLDER HEREBY ACKNOWLEDGES AND AGREES THAT THE WARRANT HOLDER SHALL HAVE NO "LOOK BACK" OR SIMILAR RIGHTS AND SHALL IN NO EVENT BE ENTITLED TO ADDITIONAL CONSIDERATION WITH RESPECT TO THE CANCELLATION OF THE WARRANT HOLDER'S WARRANTS TO ACQUIRE COMPANY COMMON STOCK OR COMPANY PREFERRED STOCK PURSUANT TO THIS AGREEMENT.

7. Appointment of Seller Representative. The Warrant Holder hereby acknowledges and agrees to the appointment of the Seller Representative (and any duly appointed successor of the Seller Representative) as the representative, agent, proxy and attorney-in-fact for the Warrant Holder in connection with the Merger Agreement and the transactions contemplated thereby, with the powers and authorities granted to it under the Merger Agreement (including in Section 7.5 thereof). The Warrant Holder hereby irrevocably ratifies such appointment and hereby acknowledges and agrees that the Seller Representative shall have the full power and authority to represent the Warrant Holder in the manner contemplated by Section 7.5 of the Merger Agreement. The Warrant Holder hereby acknowledges and agrees that the Seller Representative shall have no liability to the Warrant Holder for actions taken or omitted to be taken under the Merger Agreement, except as otherwise provided in Section 7.5 of the Merger Agreement.

8. Escrow Amount; Seller Representative Amount. The Warrant Holder hereby acknowledges and agrees that (a) $6,525,000 of the consideration eligible to be received by the Participating Securityholders pursuant to the Merger Agreement (the "Escrow Amount") will be delivered (or caused to be delivered) by Parent to the Escrow Agent at the Closing to secure the payment of (i) any adjustment to such consideration pursuant to Section 3.4 of the Merger Agreement and/or (ii) any amounts owed to any Indemnified Party pursuant ARTICLE X of the Merger Agreement and (b) up to $250,000 of the consideration eligible to be received by the Participating Securityholders pursuant to the Merger Agreement (the "Reserve Amount") will be delivered (or caused to be delivered) by Parent to the Seller Representative at the Closing to cover and reimburse the out-of-pocket fees and expenses of the Seller Representative described in Section 7.5 of the Merger Agreement. The Warrant Holder acknowledges and agrees that the Warrant Holder shall receive his or her share of each of the Escrow Amount and the Reserve Amount only if (and to the extent) such amounts are permitted to be distributed to the Warrant Holder pursuant to the terms and conditions of this Agreement, the Merger Agreement, as applicable, and the Warrant Holder may not receive all or any of such amounts.

9. Other Acknowledgements.

(a) The Warrant Holder has received and reviewed and understands the terms of the Merger Agreement and all schedules and exhibits thereto, and agrees to be bound by the terms and conditions of those provisions of the Merger Agreement and the Escrow Agreement purporting to bind the Warrant Holder, including (i) the designation and empowerment of the Seller Representative, any and all provisions relating to the Escrow Account and the Reserve Account, (ii) the purchase price adjustment contemplated by Section 3.4 of the Merger Agreement and (iii) the indemnification obligations of the Warrant Holder set forth in ARTICLE X of the Merger Agreement.

(b) All authority conferred or agreed to be conferred in this Agreement shall be binding upon the Warrant Holder and the Warrant Holder's heirs, successors, assigns, executors, administrators and legal representatives to the extent permitted by Applicable Law and shall not be affected by, and shall survive, the Warrant Holder's death, incapacity or other inability to act. The surrender by the Warrant Holder of the Warrants hereby is irrevocable but will not be effective until the Effective Time.

(c) The Warrant Holder understands that: (i) payment pursuant to the Merger Agreement is conditioned upon the Closing; (ii) no interest will accrue on any payment due pursuant to the Merger Agreement; and (iii) any payment due pursuant to the Merger Agreement may be less any applicable withholding taxes. Furthermore, the Warrant Holder recognizes that the Merger is subject to various conditions, and the Company may not be required to accept the surrender of any of the Warrants surrendered hereby.

(d) The Warrant Holder acknowledges and understands that in the case of a breach of any of the representations, warranties, covenants or agreements made by the Warrant Holder in this Agreement, the Warrant Holder will be individually liable to Parent and the Surviving Corporation. Such liability will not exceed the portion of the Aggregate Consideration Amount actually received by the Warrant Holder with respect to the Warrants, except in the case of fraud by such Warrant Holder. In the event of any inconsistency between the terms of this Agreement and the terms of the Merger Agreement, the Merger Agreement shall control.

(e) This Agreement shall be automatically void and of no force and effect if the Closing pursuant to the Merger Agreement fails to occur for any reason and/or the Merger Agreement is terminated in accordance with its terms.

(f) The Warrant Holder acknowledges that the Merger Agreement is confidential information of the Company and agrees to keep the Merger Agreement and the terms and provisions thereof confidential in accordance with the terms of the confidentiality agreement that the Warrant Holder has previously entered into with the Company.

10. Further Assurances. The Warrant Holder shall take any further action (including the execution and delivery of such further instruments and documents) as the Company may reasonably request, in the event that at any time after the date hereof such further action is reasonably necessary or desirable to carry out the purposes of this Agreement or the Merger Agreement.

11. Amendment. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and the Warrant Holder and, if amended prior to the Closing, Parent.

12. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the laws

of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

13. MUTUAL WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

14. VENUE; SERVICE OF PROCESS. ANY SUIT, LEGAL PROCEEDING OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT SHALL BE BROUGHT AND DETERMINED EXCLUSIVELY IN THE DELAWARE COURT OF CHANCERY OF THE STATE OF DELAWARE; PROVIDED, THAT IF THE DELAWARE COURT OF CHANCERY DOES NOT HAVE JURISDICTION, ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR ANY OTHER COURT OF THE STATE OF DELAWARE, AND EACH OF THE PARTIES HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. PROCESS IN ANY SUCH SUIT, LEGAL PROCEEDING OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF ANY SUCH COURT. THE WARRANT HOLDER FURTHER AGREES THAT THE DELIVERY OF ANY PROCESS REQUIRED BY ANY SUCH CHOSEN COURT TO THE ADDRESS IN THE COMPANY'S RECORDS FOR THE WARRANT HOLDER SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.

15. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service or sent by email. Any such notice, request, demand, claim or other communication shall be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) the Business Day after it is

deposited with such nationally recognized overnight courier service or (c) the day of sending, if sent by email prior to 5:00 p.m. (Pacific time) on any Business Day or the next succeeding Business Day if sent be email after 5:00 p.m. (Pacific time) on any Business Day or on any day other than a Business Day:

If to Parent:

Imperva, Inc.
3400 Bridge Parkway
Redwood Shores, California 94065
Attention: Shu White (General Counsel);
Email: shu.white@imperva.com

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

Kirkland & Ellis LLP
300 N. LaSalle Street
Chicago, IL 606054
Attention: Gerald T. Nowak, P.C.
Corey D. Fox, P.C.
Peter Stach
Email: gerald.nowak@kirkland.com
corey.fox@kirkland.com
peter.stach@kirkland.com

and

c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, CA 94111
Attention: Seth Boro
Chip Virnig
Andrew Almeida
Email: arohde@thomabravo.com
cpress@thomabravo.com
aalmedia@thomabravo.com

If to the Company:

Distil Networks, Inc.
4501 N. Fairfax Drive
Suite 200
Arlington VA, 22203
Attention: Tiffany Kleemann; tiffany.kleemann@distilnetworks.com
Rich Peterson; rich.peterson@distilnetworks.com

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

Cooley LLP
1299 Pennsylvania Avenue, NW
Suite 700

Washington, DC 20004
Attention: Josh Holleman; jholleman@cooley.com

If to the Warrant Holder: at the address set forth on such Warrant Holder's signature page attached hereto.

17. Third Party Beneficiary. The Releasees, Parent, the Merger Sub, the Surviving Corporation and the Seller Representative shall be intended third party beneficiaries of this Agreement.

18. Counterparts; Electronic Delivery. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

19. Conflicts. Wherever a conflict exists between this Agreement and any provision of any Warrant Agreement, this Agreement shall control.

20. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of Parent, the Company and the Warrant Holder; provided, however, that the Company or the Surviving Corporation may, without such consent, assign any of its rights or delegate any of its duties under this Agreement to any (a) Affiliate, (b) any purchaser of substantially all of the assets of Parent or the Surviving Corporation in any merger, consolidation, share exchange or reorganization involving Parent or Merger Sub, or (c) for collateral security purposes, lender providing financing to the Company, the Surviving Corporation or any of their respective Affiliates.

21. Specific Performance. The parties agree that irreparable damage will occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the chancery court or any other state or federal court within the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity.

* * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Warrant Cancellation Agreement to be duly executed and delivered as of the date first written above.

IMPERVA, INC.

By: _____
Name:
Its:

DISTIL NETWORKS, INC.

By: _____
Name:
Its:

Signature of Warrant Holder:_____

Printed Name:_____

Telephone Number:_____

Email Address:_____

Address:_____

City:_____ State: _____ Zip Code: _____

Dated:_____, 2019

Annex A

Schedule of Warrants

Name of Warrant Holder: _____

Number and series (as applicable) of shares of Company Common Stock / Company Preferred Stock subject to Warrant(s)	Exercise Price per Warrant

Warrant Agreement(s) between the Company and the Warrant Holder:

[Agreement to be added]

Exhibit J

Distil Networks, Inc.
Compliance Certificate

[_____], 2019

This Compliance Certificate is being delivered pursuant to Section 8.1(c) of that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of June 3, 2019, by and among Imperva, Inc., a Delaware corporation ("Parent"), Distil Acquisition Sub, Inc., a Delaware corporation ("Merger Sub"), Distil Networks, Inc., a Delaware corporation (the "Company") and Shareholder Representative Services LLC, solely in its capacity as the Seller Representative (as defined in the Merger Agreement). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement.

The undersigned, being a duly authorized representative of the Company, does hereby certify to the Company in the name and on behalf of the Company, and not personally, as follows:

1. (i) (A) The Fundamental Representations that are qualified by a Materiality Exception are true and correct in all respects as of the date of the Merger Agreement and as of the date hereof (other than such representations and warranties that expressly speak only as of a specific date or time, which are true and correct as of such specified date or time) and (B) the Fundamental Representations that are not qualified by a Materiality Exception are true and correct in all material respects as of the date of the Merger Agreement and as of the date hereof (other than any such representations and warranties that expressly speak only as of a specific date or time, which will be true and correct in all material respects as of such specified date or time); and (ii) the other representations and warranties of the Company contained in the Merger Agreement are true and correct as of the date of the Merger Agreement and as of the date hereof (disregarding any Materiality Exceptions and other than such representations and warranties that expressly speak only as of a specific date or time, which are true and correct as of such specified date or time), except where the failure of such representations and warranties to be true and correct at such time has not, individually or in the aggregate, had a Material Adverse Effect.

2. The Company has performed and complied in all material respects with all agreements, obligations and covenants contained in the Merger Agreement that are required to be performed or complied with by it at or prior to the date hereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned representative has executed this Compliance Certificate as of the first date set forth above.

DISTIL NETWORKS, INC.

By: _____
Name: Tiffany Kleemann
Title: Chief Executive Officer

Exhibit K

Imperva, Inc.
Compliance Certificate

[_____], 2019

This Compliance Certificate is being delivered pursuant to Section 8.2(c) of that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of June 3, 2019, by and among Imperva, Inc., a Delaware corporation ("Parent"), Distil Acquisition Sub, Inc., a Delaware corporation ("Merger Sub"), Distil Networks, Inc., a Delaware corporation (the "Company") and Shareholder Representative Services LLC, solely in its capacity as the Seller Representative (as defined in the Merger Agreement). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement.

The undersigned, being a duly authorized representative of Parent, does hereby certify to the Company in the name and on behalf of Parent, and not personally, as follows:

1. The representations and warranties of Parent contained in the Merger Agreement are true and correct in all material respects as of the date of the Merger Agreement and as of the date hereof.

2. Each of Parent and Merger Sub have performed and complied in all material respects with all agreements, obligations and covenants contained in the Merger Agreement that are required to be performed or complied with by it at or prior to the date hereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned representative has executed this Compliance Certificate as of the first date set forth above.

IMPERVA, INC.

By: _____
Name: Jim Dildine
Title: Chief Financial Officer and Treasurer

Section 4.11 – Intellectual Property

(a)

(i)[2]

Trademark Registrations and Applications

Trademark	Owner Country	Status	App. Number	File Date	Reg. Number	Reg Date	Owner of Record	Material Proceedings
DISTIL NETWORKS	USA	Registered	5275537	January 10, 2017	5275537	August 29, 2017	Distil Networks, Inc.	None
DISTIL NETWORKS (Design Mark)	USA	Registered	5275551	January 10, 2017	5275551	August 29, 2017	Distil Networks, Inc.	None
DISTIL NETWORKS	USA (VA)	Registered	11996			January 24, 2017	Distil Networks, Inc.	None
DISTIL NETWORKS	USA (VA)	Registered	11995			January 24, 2017	Distil Networks, Inc.	None
ARE YOU A HUMAN	USA	Registered	86/254007	April 16, 2014	4687394	February 17, 2021	Distil Networks, Inc.	None
Design 	USA	Registered	86/254022	April 16, 2014	4687395	February 17, 2021	Distil Networks, Inc.	None

Patents and Patent Applications

Patent	Owner Country	Status	App. Number	File Date	Reg. Number	Reg Date	Owner of Record	Material Proceedings
Method for generating a human likeness score	USA	Expired	61/467,124	March 24, 2011	N/A	N/A		
Method for generating a human	USA	Granted	13/411071 02-Mar-2012	March 2, 2012	8776173 08-Jul-2014	July 8, 2014	Distil Networks, Inc.	None

[2] Company to update this Section 4.11(a)(i) of this Disclosure Schedule prior to Closing with a complete and accurate list of the Company Registrations.

likeness score								
Method for generating a human likeness score	USA	Granted	14/292266 30-May-2014	May 30, 2014	9501630 22-Nov-2016	November 22, 2016	Distil Networks, Inc.	None
Method for generating a human likeness score	USA	Granted	14/734806 09-Jun-2015	June 9, 2015	10068075 04-Sep-2018	September 4, 2018	Distil Networks, Inc.	None

Copyright Registrations and Applications

None.

Internet Domain Names

Domain Names				
antiscrapingtool.com	coupon-castle.com	distilnetworks.us	distilnetworks.mx	playcaptcha.com
areuahuman.com	coupon-castle.net	distilnet.com	distilnetworks.net	prebidhd.com
areyouahuman.com	coupon-castle.org	distilnet.info	distilnetworks.nl	robotorhuman.com
areyouahuman.net	craptchas.com	distilnet.net	distilnetworks.org	rorcdn.com
badcaptchas.com	distil.it	distilnet.org	distilnetworks.pl	scrapesentry.com
blockbadbots.com	distil.mobi	distilnet.us	distilnetworks.tw	stopmaliciousbots.com
blockbadbots.info	distil.net	distilnetwork.com	distilnetworks.us	stopwebsitescraping.com
blockbadbots.net	distil.org	distilnetwork.info	distilnetworksinc.cn	truengage.net
blockbadbots.org	distil.us	distilnetwork.net	distilnetworksinc.com	usquiz.net
blockbadtraffic.com	distilcdn.com	distilnetwork.org	distilnetworksinc.net	weblockbots.com
blockmaliciousbots.com	distiljs.com	distilnetworks.be	distilnetworksinc.org	weblockbots.info
blockscraping.com	distilnetwork.com	distilnetworks.co	distiltag.com	weblockbots.net
blocksitescraping.com	distilnetwork.info	distilnetworks.co.uk	harmoniousadvertising.com	weblockbots.org

blockwebsitescraping.com	distilnetwork.net	distilnetworks.com	humanwhitelist.com	
botdefensecouncil.com	distilnetwork.org	distilnetworks.de	maliciousbots.com	
botdefensecouncil.net	distilnetworks.co	distilnetworks.dk	nobot.se	
botdefensecouncil.org	distilnetworks.com	distilnetworks.eu	nobotsallowed.com	
canyoubotme.com	distilnetworks.info	distilnetworks.in	nomorebots.com	
canyouscrapeme.com	distilnetworks.net	distilnetworks.info	playcaptcha.co	
coupon-castle.com	distilnetworks.org	distilnetworks.kr	playcaptcha.co.uk	

(a)(ii)

See attached as Annex 4.11(a)(ii).

(b)

1. Reference is hereby made to Item 1 of Section 4.19(a) of this Disclosure Schedule.

2. The Company and Rami Essaid are named parties to that certain Joint Stipulation of Dismissal With Prejudice, dated August 16, 2012, filed in the Circuit Court of Fairfax County (C.A. No. 2012-04063), filed in connection with that certain Settlement Agreement between the Company, Rami Essaid, Sean Harmer and Neustar, Inc. dated August 2012. The Company considers this matter to be fully and finally resolved and does not expect any future obligations or liabilities with respect thereto.

3. On or about January 15, 2016, the Company received a demand letter from Shape Security, Inc. ("Shape"), a competitor of the Company, concerning two former employees of Shape who worked for the Company. The two employees subsequently left the employ of the Company and Shape has taken no further action in the matter. The Company considers this matter to be fully and finally resolved, no material liability has resulted from the Company's hiring of such employees and no future obligations or liabilities are expected with respect thereto.

4. From time to time, Company receives written notices from third-parties (e.g., DMCA complaints) alleging the infringement of Intellectual Property rights of third parties. Although such notices are directed at Company, with respect to any notices received by the Acquired Companies as of the date hereof the allegedly infringing activities have related solely to the activities of Company's customers and not the conduct of the Company or its business.

5. Demand letter sent on behalf of the Company to Adi Lavi and Perimeter X, Inc. dated August 9, 2016. The Company did not pursue any Action against Adi Lavi and/or Perimeter X, Inc.,