

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM578714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGILIANCE, INC.		10/16/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Resolver Inc.		
Street Address:	Suite 400, 257 Adelaide St West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H1X9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4662061	RISKVISION	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	4082868933		
Email:	tm_docket@iplg.com		
Correspondent Name:	Otto O. Lee		
Address Line 1:	1871 THE ALAMEDA, SUITE 250		
Address Line 4:	San Jose, CALIFORNIA 95126		
NAME OF SUBMITTER:	Otto O. Lee		
SIGNATURE:	/Otto O. Lee/		
DATE SIGNED:	05/29/2020		
Total Attachments: 209			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”), dated as of October 16, 2017, is made by and among Resolver Inc., a corporation formed under the laws of Canada (“Assignee”), and Agilience, Inc., a Delaware corporation (“Assignor”). Capitalized terms used but not defined herein shall have the meanings given to them in that certain Purchase Agreement (the “Purchase Agreement”), dated as of October 16, 2017, by and between Assignee and Assignor.

WHEREAS, pursuant to the Purchase Agreement and subject to the terms and conditions therein, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase, the Acquired IP Assets, which include, without limitation, the Seller Intellectual Property, Seller IP Registrations, and Seller Software set forth on Exhibit A attached hereto, and all Intellectual Property rights therein and thereto (collectively, the “Assigned IP Rights”); and

WHEREAS, this Assignment is contemplated by Section 1.6(a)(iv) and Section 1.6(b)(iii) of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- Assignment.** Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of its right, title, and interest in and to the Assigned IP Rights, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving from the Assigned IP Rights, all claims for damages by reason of past, present and future infringements of the Assigned IP Rights or injury to the goodwill associated with the Assigned IP Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.
- Unassignable IP.** Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in and to the Assigned IP Rights worldwide, and any such rights (or any other Assigned IP Rights) in or to any underlying works which relate to any Assigned IP Rights that cannot be assigned as a matter of law (the “Unassignable IP Rights”), and Assignor hereby further grants to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the Assigned IP Rights in any manner without any restriction.
- Assistance.** Assignor agrees to perform all reasonable acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting its rights in the Assigned IP Rights. Such acts may include executing additional documents and assisting and cooperating in the registration of applicable Assigned IP Rights.

4. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment 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. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (without giving effect to principles of conflicts of laws). If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Nothing contained in this Assignment is intended to provide any rights to Assignee or Assignor beyond those rights expressly provided to Assignee or Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on the Assignee or Assignor beyond those obligations and liabilities expressly imposed on Assignee and Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to Assignee or Assignor under the Purchase Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

AGILIANCE, INC.

Joe Fantuzzi

By: _____

Name: Joe Fantuzzi

Title:

ASSIGNEE:

RESOLVER INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

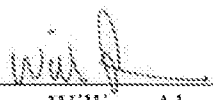
ASSIGNOR:

AGILIANCE, INC.

By: _____
Name:
Title:

ASSIGNEE:

RESOLVER INC.

By:  _____
Name: William Alexander Anderson
Title: President

[Signature Page to IP Assignment Agreement]

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Exhibit A

Intellectual Property Schedule

Patents

ISSUED PATENTS								
Docket #	Title	Appl. No.	Filing Date	Publication No.	Patent No.	Issue Date	Status	Description
1:AGLNNZ00300	Automated Evidence Gathering	11/407,843	20-Apr-06		7810156	5-Oct-10	ISSUED	U.S. Patent No. 7810156, entitled "Automated Evidence Gathering" was issued on October 5, 2010. Technology supporting this patent is embedded in Agilance RiskVision 5.0, and encompasses evidence gathering and analysis from networked machines, which can be automated and made policy-based. This model enables a networked machine receiving an instruction from a server to execute a pre-recorded action sequence designed to capture evidence data. The machine can annotate the captured evidence data with meta-data, and send the annotated evidence data to the server. The server can then perform analysis on the collected evidence data and present the evidence data and the analysis to an administrator.
2:AGLNNZ00400	Automated Enterprise Risk Assessment	11/440,191	24-May-06		7752125	6-Jul-10	ISSUED	U.S. Patent No. 7752125, entitled "Automated Enterprise Risk Assessment" was issued on July 6, 2010. Technology supporting this patent is embedded in Agilance RiskVision 5.0, and allows organizations to combine continuous monitoring with reliable risk scoring, using a neural network based statistical model. This model dynamically assigns risk factors from underlying systems - assets, incidents, vulnerabilities, patch, compliance, etc. - generated by existing tools in the environment.
3:AGLNNZ00500	Non-Determinative Risk Simulation	11/439,771	24-May-06		7747494	29-Jun-10	ISSUED	U.S. Patent No. 7747494, entitled "Non-Determinative Risk Simulation" was issued on June 29, 2010. Technology supporting this patent is embedded in Agilance RiskVision 5.0, and allows users to evaluate confidentiality risk, integrity risk and availability risk and to build "what-if" scenarios with risk simulations by changing variety of risk factors from the underlying assets and environment.
4:AGLNNZ00200	Virtual Asset Groups in a Compliance Management System	11/407,842	20-Apr-06	US 2007-0250424	8117104	14-Feb-12	ISSUED	U.S. Patent No. 8117104, entitled "Virtual Asset Groups in a Compliance Management System" was issued on February 14, 2012. Technology supporting this patent is embedded in Agilance RiskVision 5.0, and allows organizations to assign policies to assets and enforce the policies in a dynamic environment. This model provides the ability to apply policies directly to virtual asset groups, and the policies are then applied to virtual asset group members dynamically.

Patent Applications

PENDING PATENT APPLICATIONS								
Docket #	Title	Appl. No.	Filing Date	Publication No.	Patent No.	Issue Date	Status	Description
5:AGIL-PA011	SYSTEM AND METHOD FOR PROPAGATING CONTROL RESULTS IN AN ENTERPRISE	14578262	19-Dec-14	Not Applicable				Non-Final Office Action received. Response due on or before April 20, 2017
6:AGIL-PR002	SYSTEM AND METHOD FOR MANAGING CONTINUOUS RISK AND COMPLIANCE IN AN ENTERPRISE	62300921	27-Feb-17	Not Applicable				Conventional Application of Provisional-62300921. Awaiting Examination

Trademarks

Trademark					
Mark	Serial #	Filing Date	Registration #	Registration Date	Status / Comments
Agilance	77085018	1/17/2007	3380353	2/12/2008	Registered Trademark / Service Mark (Principal Register)
OpenGRC by Agilance	85976943	7/7/2010	4254142	12/4/2012	Trademark / Service Mark (Principal Register)
RiskVision	86118314	11/13/2013	4662061	12/30/2014	Registered Trademark / Service Mark (Principal Register)
ThreatVision	86356680	8/4/2014	N/A	N/A	Notice of allowance granted as of 10/20/2016; allegation of use statement and specimen showing actual use of the mark pending; extension can be filed every six months. Second extension filed.

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

RESOLVER SOAR LLC
(“BUYER”)

AND

AGILIANCE, INC.
(“SELLER”)

Dated as of October 16, 2017

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EXHIBIT AND SCHEDULE INDEX

Exhibits

Exhibit A	IP Purchase Agreement
Exhibit B	India Purchase Agreement
Exhibit C	Form of Assignment and Assumption Agreement
Exhibit D	Form of Seller Officer's Certificate
Exhibit E	Employee Release

Schedule 2.6	Flow of Funds Memorandum
Schedule 5.11	Employee Severance
Schedule 5.12	Notice to Seller Payors
Schedule 6.2(e)	Consents, Approvals, and Notices

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (including the Exhibits and Schedules hereto, this “Agreement”) is entered into as of October 16, 2017 (the “Effective Date”), by and between Resolver SOAR LLC, a Delaware limited liability company (“Buyer”), and Agilience, Inc., a Delaware corporation (“Seller”). Buyer and Seller are sometimes referred to collectively as the “Parties” or individually as a “Party” hereunder.

RECITALS

WHEREAS, Seller, doing business as RiskVision, is engaged in the Business;

WHEREAS, prior to the Closing, and as one of the conditions precedent to the consummation of the transactions contemplated hereby, Seller shall have sold its Intellectual Property assets to Resolver Inc. (“Buyer Parent”) or an Affiliate of Buyer Parent pursuant to the Purchase Agreement, dated as of October 16, 2017, attached hereto as Exhibit A (the “IP Purchase Agreement”);

WHEREAS, concurrently with the Closing, and as one of the conditions precedent to the consummation of the transactions contemplated hereby, Seller shall have sold all of the equity shares in Agilience India Private Limited, a company incorporated and registered under the laws of India and having its registered office at 606-608, Wing 1, Level 6, D Block, Cyber Gateway, Madhapur, Hyderabad 500 081, India (“Agilience India”) to Buyer Parent pursuant to the Share Purchase Agreement, of even date herewith, attached hereto as Exhibit B (the “India Purchase Agreement”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all of the remaining assets of Seller not sold to Buyer Parent or an Affiliate of Buyer Parent under the IP Purchase Agreement or the India Purchase Agreement, and certain specified liabilities of the Business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE I DEFINITIONS

1.1. Defined Terms. For the purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them below:

“Accounting Firm” has the meaning set forth in Section 2.7(b)(ii).

“Accounts Receivable” has the meaning set forth in Section 2.1(a).

“Acquired IP Assets” has the meaning ascribed to such term set forth in the IP Purchase Agreement.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” (and, with a correlative meaning “*Affiliated*”) means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. As used in this definition, “*control*” (including with correlative meanings, “*controlled by*” and “*under common control with*”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities, by Contract or otherwise). For purposes of this Agreement, each holder of Series C common stock of Seller shall be deemed an Affiliate of Seller prior to the Closing.

“Agilience India” has the meaning set forth in the Recitals hereto.

“Aggregate Purchase Price” has the meaning set forth in Section 2.5.

“Agreement” has the meaning set forth in the Preamble hereto.

“Assigned Contracts” has the meaning set forth in Section 2.1(c).

“Assigned NDAs” has the meaning set forth in Section 2.1(l).

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.9(a).

“Assumed IP Liabilities” means the “Assumed Liabilities” as such term is defined in the IP Purchase Agreement.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Bankruptcy Law” means any Law providing for the relief of debtors or in any manner dealing with the bankruptcy, insolvency, liquidation or dissolution of a Person or the appointment of a receiver, administrative receiver or administrator of any of a Person’s assets.

“Benefit Plans” has the meaning set forth in Section 3.20(a).

“Business” means the businesses and operations of Seller or any Subsidiary of Seller conducted by Seller or any Subsidiary of Seller as of the date of this Agreement, which include the business of the development, provision, marketing and sale of enterprise risk intelligence Software, platforms and solutions.

“Business Day” means any day other than a Saturday or a Sunday or a day on which the U.S. Federal Reserve Banks or the Bank of Canada is closed.

“Buyer” has the meaning set forth in the Preamble hereto.

“Buyer Group” has the meaning set forth in Section 5.2.

“Buyer Parent” has the meaning set forth in the Recitals hereto.

“Buyer Proposal” has the meaning set forth in Section 2.7(b)(ii).

“Buyer Indemnified Parties” has the meaning set forth in Section 7.2(a).

“Closing” has the meaning set forth in Section 2.8.

“Closing Base Amount” has the meaning set forth in Section 2.5.

“Closing Date” has the meaning set forth in Section 2.8.

“Closing Date Net Working Capital Statement” has the meaning set forth in Section 2.7(b).

“COBRA Benefits” has the meaning set forth in Section 5.4(b).

“Code” means the Internal Revenue Code of 1986, as amended.

“Combined Purchase Price” means the sum of the Aggregate Purchase Price, the “Purchase Price” as defined in the IP Purchase Agreement, and the “Purchase Consideration” as defined in the India Purchase Agreement.

“Confidential Information” has the meaning set forth in Section 5.7(e).

“Contract” means any written or oral legally binding contract, agreement, instrument, arrangement, purchase order, or undertaking.

“Current Assets” means “Current Assets,” as reflected on the Preliminary Net Working Capital Statement or the Final Net Working Capital Statement, as applicable, and only to the extent (i) acquired by Buyer, Buyer Parent or any Affiliate thereof pursuant to the terms of this Agreement or the IP Purchase Agreement, or (ii) constituting a current asset of Agilience India as of consummation of the closing under the India Purchase Agreement; provided, however, that in no event shall Current Assets include or be deemed to include any cash, cash equivalents or other liquid assets of Agilience India, or any accounts receivable or other amounts owed to Agilience India by Seller, any shareholder of Seller, or any of their respective Affiliates or Representatives.

“Current Liabilities” means “Current Liabilities,” as reflected on the Preliminary Net Working Capital Statement or the Final Net Working Capital Statement, as applicable, and only to the extent (i) assumed by Buyer, Buyer Parent or any Affiliate thereof pursuant to the terms of this Agreement or the IP Purchase Agreement, or (ii) constituting a current liability of Agilience India as of consummation of the closing under the India Purchase Agreement.

“Damages” has the meaning set forth in Section 7.2(e).

“Debt” means, whether or not then due or payable, indebtedness for borrowed money, financing or capitalized lease obligations, sale and leaseback transactions, or synthetic lease obligations and any other liability generally regarded as indebtedness for borrowed money in accordance with GAAP, or any guarantees thereof (contingent or otherwise), together with any and all interest accrued thereon and any and all prepayment or similar penalties or termination charges with respect thereto.

“Effective Date” has the meaning set forth in the Preamble hereto.

“Employee Release” has the meaning set forth in Section 5.11(d).

“Environmental Law” means any Law in effect from time to time relating to pollution or protection of the environment (including ambient air, surface water, ground water, land surface or subsurface strata), natural resources or the protection thereof, or public or employee health or safety, and the regulations promulgated thereunder.

“Environmental Permit” means any permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” means all employers (whether or not incorporated) that would be treated together with Seller or any of their Affiliates as a “single employer” within the meaning of Section 414(b), (c), (m) or (o) of the Code.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” has the meaning set forth in Section 2.2(b).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Final Net Working Capital Amount” has the meaning set forth in Section 2.7(b)(iii).

“Final Net Working Capital Date” has the meaning set forth in Section 2.7(b)(i) or (ii), as applicable.

“Final Net Working Capital Statement” has the meaning set forth in Section 2.7(b)(i) or (ii), as applicable.

“Financial Statements” has the meaning set forth in Section 3.7.

“Fundamental Representations” has the meaning set forth in Section 7.1.

“GAAP” means United States generally accepted accounting principles in effect as of the Closing Date.

“Governmental Authorities” means any court or other governmental, administrative or regulatory authority, agency or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any applicable Law.

“Hazardous Substance” means any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, or chemicals or compounds that are otherwise subject to regulation, control or remediation under the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, urea formaldehyde, radon gas and radioactive matter.

“Holdback” has the meaning set forth in Section 2.6(c).

“Holdback Amount” has the meaning set forth in Section 2.6(c).

“Indemnified Party” has the meaning set forth in Section 7.2(d).

“Indemnifying Party” has the meaning set forth in Section 7.2(d).

“India Cash” has the meaning set forth in Section 5.13.

“India Closing” means the consummation of the transactions contemplated by the India Purchase Agreement and the occurrence of the “Closing” (as such term is defined in the India Purchase Agreement) thereunder.

“India Equity” means the “Sale Shares” as such term is defined in the India Purchase Agreement.

“India Purchase Agreement” has the meaning set forth in the Recitals hereto.

“Intellectual Property” means the entire right, title, and interest in and to all proprietary and similar rights of every kind and nature however denominated, throughout the world, of or relating to, including all rights and interests pertaining to or deriving from, the following: (a) patents, patent applications, and patentable inventions; (b) designs (whether or not registered); (c) copyrights in published or unpublished works (whether or not registered), derivative works, mask work rights, and moral rights; (d) trademarks, service marks, trade names, and trade dress (whether or not registered), and the goodwill of the business appurtenant thereto and/or symbolized thereby and activities associated therewith; (e) trade secrets, customer lists, technical information, processes, plans, drawings, blueprints, techniques and know-how; (f) corporate names, fictitious names, Internet domain names, websites and content contained thereon, social media accounts, logos, trade secrets, inventions (whether or not patentable), discoveries; (g) Software; and (h) all Actions and rights to sue at law or in equity for any past, present, or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds, royalties, fees, income, and damages therefrom, and all rights to obtain renewals, continuations, continuations-in-part, divisions, reexaminations or the like, or other extensions of legal protections pertaining thereto.

“Interim Balance Sheet” has the meaning set forth in Section 3.7.

“Interim Balance Sheet Date” has the meaning set forth in Section 3.7.

“IP Agreement” means any Contract pursuant to which Seller or any Subsidiary of Seller (a) is granted any interest, title, right, consent or license in or to any Intellectual Property used or held for use in connection with the Business, or used or held for use in connection with the design or manufacture of, or incorporated in, any products or services developed, manufactured, distributed, provided or sold by Seller or any Subsidiary of Seller or planned for development, manufacture, distribution or sale by Seller or any Subsidiary of Seller as of the Closing Date; (b) grants any Person any interest, title, right, consent or license with, in or to any Intellectual Property; or (c) has agreed to any terms which restricts the use of any Intellectual Property by Seller or any Subsidiary of Seller or requires Seller or any Subsidiary of Seller to consent to use of any Intellectual Property; provided, that, any Contract that grants to Seller or any Subsidiary of Seller any licenses for Off-the-Shelf Software will not be considered an IP Agreement.

“IP Closing” means the consummation of the transactions contemplated by the IP Purchase Agreement and the occurrence of the “Closing” (as such term is defined in the IP Purchase Agreement) thereunder.

“IP Closing Date” has the meaning set forth in Section 2.8.

“IP Purchase Agreement” has the meaning set forth in the Recitals hereto.

“Knowledge” means (a) with respect to Seller, Seller will be deemed to have “Knowledge” of a particular fact or other matter if: (i) any of Joe Fantuzzi, Jean-François Dubé, Keith Higgins, Leo Hecke, Cassandra Ho, or Martin Jaffe is actually aware of such fact or other matter; or (ii) a reasonable individual in the position of any of the foregoing individuals could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable investigation concerning the existence of such fact or other matter and (b) with respect to Buyer, Buyer will be deemed to have “Knowledge” of a particular fact or other matter if: (i) any of Will Anderson, James Patterson, Marc DiGiorgio, Uros Stekovic, or Peter Nguyen is actually aware of such fact or other matter; or (ii) a reasonable individual in his position could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable investigation concerning the existence of such fact or other matter.

“Laws” means any and all federal, state, provincial, regional, local and municipal laws (including common law), statutes, codes, ordinances, rules and regulations enacted, promulgated or issued and put into effect by a Governmental Authority.

“Leased Real Property” has the meaning set forth in Section 3.15(b).

“Leases” has the meaning set forth in Section 3.15(b).

“Liabilities” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“License” means any registration, franchise, approval, certificate, license, permit, authorization or other consent or approval obtained from any Governmental Authority.

“Liens” means any liens, pledges, mortgages, deeds of trust, security interests, charges, claims, equitable interests, options, rights of first refusal, easements, servitudes, conditional sales contracts, encumbrances or transfer or similar restrictions under any shareholder, voting or similar agreement.

“Material Customers” means the top ten (10) customers by revenue to Seller or any Subsidiary to Seller for the period of June 1, 2016 to June 30, 2017.

“Material Suppliers” means the top ten (10) suppliers by expenditure of Seller or any Subsidiary of Seller for the period of June 1, 2016 to June 30, 2017.

“Major Contracts” has the meaning set forth in Section 3.11(a).

“Material Adverse Effect” means any circumstance, condition, occurrence, fact, change, event or effect (“Effect”), that, individually or in the aggregate, has been or would reasonably be expected to have a material adverse effect upon (a) the ability of Seller to consummate the transactions contemplated hereby or (b) the Purchased Assets, the Acquired IP Assets or Agilience India (collectively), or the Assumed Liabilities or Assumed IP Liabilities (collectively), in each case other than any Effect (and none of the following shall be considered in the determination of Material Adverse Effect) arising from or relating to (i) general economic or political conditions in the United States or anywhere in the world, where the Purchased Assets, Acquired IP Assets, Agilience India, the Assumed Liabilities or the Assumed IP Liabilities are located or used; (ii) conditions generally affecting the industries in which Seller or any Subsidiary of Seller operates in general and not specifically arising from or relating to Seller or any Subsidiary of Seller; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism; (v) any changes in GAAP or applicable law; or (vi) the public announcement, pendency or completion of the transactions contemplated by this Agreement, the IP Purchase Agreement or the India Purchase Agreement; provided, however, that any Effect referred to in the foregoing clauses (i) through (v) shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such Effect has a disproportionate effect on Seller and its Subsidiaries, taken as a whole, compared to other participants in the industry in which Seller conducts its business.

“Material Insurance Policies” has the meaning set forth in Section 3.23(a).

“Minimum Net Working Capital Amount” shall mean negative \$2,926,849.

“Net Closing Payment” has the meaning set forth in Section 2.6(a).

“Net Working Capital” means, as of any date, (i) Current Assets minus (ii) Current Liabilities, calculated in a manner consistent with the Preliminary Net Working Capital Statement.

“Objection” has the meaning set forth in Section 5.5(a)(ii).

“Objection Period” has the meaning set forth in Section 2.7(b)(i).

“Off-the-Shelf Software” means off-the-shelf software that is available for an annual license fee of no more than Five Thousand Dollars (\$5,000), on standard terms through commercial distributors, in consumer retail stores or through online distribution sources.

“Open Source Materials” means, collectively, Software or other materials that are distributed as “free software” (as defined by the Free Software Foundation), “open source software” (meaning software distributed under any license approved by the Open Source Initiative as set forth at www.opensource.org), “freeware,” or under a similar licensing or distribution model.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award.

“Ordinary Course of Business” means the conduct of the business of Seller in a manner substantially consistent with the regular conduct of the Business in accordance with past custom and practice (including with respect to frequency and magnitude).

“Organizational Documents” mean any of the following, as applicable: (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the limited liability company or operating agreement and the certificate of formation of a limited liability company; (c) the partnership agreement and any statement of partnership of a general partnership; (d) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (e) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person; and (f) any amendment to any of the foregoing.

“Outside Date” has the meaning set forth in Section 2.8.

“Parties” has the meaning set forth in the preamble.

“Pay-Off Amount” has the meaning set forth in Section 2.9(i).

“Pay-Off Letters” has the meaning set forth in Section 2.9(i).

“Permitted Lien” has the meaning set forth in Section 3.15(a).

“Per Diem Taxes” has the meaning set forth in Section 5.5(b)(iii).

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, Governmental Authority, joint venture, estate, trust, association, organization or other entity of any kind or nature.

“Pre-Closing Tax Period” means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

“Preliminary Net Working Capital Amount” has the meaning set forth in Section 2.7(a).

“Preliminary Net Working Capital Statement” has the meaning set forth in Section 2.7(a).

“Purchased Assets” has the meaning set forth in Section 2.1.

“Purchase Price Allocation Schedule” has the meaning set forth in Section 5.5(a)(ii).

“Reference Balance Sheet” has the meaning set forth in Section 3.7.

“Reference Date” has the meaning set forth in Section 3.7.

“Release” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“Representative” means with respect to any particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, or legal counsel of such Person.

“Restricted Period” has the meaning set forth in Section 5.6.

“Seller Disclosure Schedules” means the Seller Disclosure Schedules to this Agreement delivered by Seller to Buyer.

“Seller Indemnified Parties” has the meaning set forth in Section 7.2(b).

“Seller Intellectual Property” means the Intellectual Property used or held for use in the conduct of the Business that is owned by Seller.

“Seller IP Registrations” means all Seller Intellectual Property that is subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Seller Officer’s Certificate” has the meaning set forth in Section 2.9(e).

“Seller Payors” has the meaning set forth in Section 5.12.

“Seller Personnel” has the meaning set forth in Section 3.21(c).

“Seller Proposal” has the meaning set forth in Section 2.7(b)(ii).

“Seller Software” means any Software developed, marketed, manufactured, distributed, provided or sold by Seller or any Subsidiary of Seller.

“Seller Transaction Expenses” means all fees, costs and expenses incurred by Seller, Agilience India (prior to the India Closing), or by any shareholder of Seller on behalf of Seller or any Subsidiary of Seller, including legal, accounting, investment banking and Tax services, in connection with the transactions contemplated by this Agreement or the other Transaction Documents or the negotiation, preparation and drafting of this Agreement and the other Transaction Documents, including (i) any transaction-related bonuses or similar compensatory payments due to any employee or officer of Seller or any Subsidiary of Seller in connection with the transactions contemplated by this Agreement or the IP Purchase Agreement pursuant to any arrangement adopted by Seller or any Subsidiary of Seller prior to the Closing, (ii) any other bonuses or similar compensatory payments due to any employee, officer or contractor of Seller or any Subsidiary of Seller accrued prior to the Closing Date, and (iii) Seller and any Subsidiary of Seller’s share of employment and payroll Taxes with respect to amounts described in clauses (i) through (ii) above.

“Software” means, collectively, any software, computer applications or computer programs, including all versions and releases thereof, and, as applicable, all related documentation, manuals, source codes and object codes, binary code, executable code, libraries, program files, data files, databases, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, tool kits, program structure, sequence and organization, screen displays and report layouts, systems, applications, platforms, firmware, mask works, and all other material and documentation related to any of the foregoing, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded recorded or written on disk, tape, film, memory, device, paper or other media of any nature or kind whatsoever, including without limitation all systems and applications used to design, develop, operate, host, maintain or support any of the foregoing.

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

“Subsidiary” or “Subsidiaries” means, with respect to any Person of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be or control any managing director or general partner of

such business entity (other than a corporation). For the avoidance of doubt, Agilience India is a Subsidiary of Seller and is, and shall be considered for all purposes of this Agreement to be, a Subsidiary of Seller at all times until the India Closing occurs.

“Tax Authority” means any Governmental Authority having or purporting to exercise jurisdiction over the assessment, determination, collection or imposition of any Tax.

“Taxes” means any taxes, duties, charges or other levies including income, gross receipts, margin, net worth, license, wages, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duty, capital, franchise, profits, withholding, social security, unemployment, workers’ compensation, ad valorem, disability, real property, personal property, sales, use, transfer, transaction, registration, value-added, alternative or add-on minimum, estimated or other taxes, duties, charges or other levies of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person by Law, by Contract or otherwise.

“Tax Returns” means any returns, declarations, reports, claims for refund, or information returns or statements relating to Taxes, including any schedule or attachment thereto and any amendment thereof, supplied, filed or required to be filed with or supplied to any Tax Authority.

“Third Party Claims” has the meaning set forth in Section 7.2(d). For avoidance of doubt, Third Party Claims include any and all Tax claims.

“Transaction Documents” means this Agreement, the IP Purchase Agreement, the India Purchase Agreement and all other agreements, contracts, instruments, certificates, and documents executed and delivered by any Party pursuant to this Agreement, the IP Purchase Agreement or the India Purchase Agreement.

“Transfer Taxes” has the meaning set forth in Section 5.5(d).

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

“WC Schedule” has the meaning set forth in Section 5.5(a)(ii).

“Working Capital Deficit” means the amount, if any, by which the Minimum Net Working Capital Amount exceeds the Preliminary Net Working Capital Amount. If the Minimum Net Working Capital Amount does not exceed the Preliminary Net Working Capital Amount, then the Working Capital Deficit shall be zero (0).

“Working Capital Surplus” means the amount, if any, by which the Preliminary Net Working Capital Amount exceeds the Minimum Net Working Capital Amount. If the Preliminary Net Working Capital Amount does not exceed the Minimum Net Working Capital Amount, then the Working Capital Surplus shall be zero (0).

1.2. Interpretation. In this Agreement, unless the context clearly indicates otherwise: (a) the singular number includes the plural number and vice versa, (b) each reference herein to any gender or the neuter includes the masculine, feminine and neuter where appropriate, (c) the words “include” and “including” and variations thereof shall not be deemed terms of limitation, but rather shall be deemed to be followed by the words “without limitation,” (d) the words “hereof,” “herein,” “hereto,” “hereby,” “hereunder” and derivative or similar words refer to this Agreement as an entirety and not solely to any particular provision of this Agreement, (e) the word “or” shall be used in the inclusive sense of “and/or” and not exclusive, (f) each reference in this Agreement to a particular Section, Article, Exhibit or Schedule means a Section or Article of, or an Exhibit or Schedule to, this Agreement, unless another agreement is specified, (g) all references to “\$” or “Dollars” shall mean United States Dollars, (h) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto and (i) reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

ARTICLE II THE TRANSACTIONS

2.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Liens other than Permitted Liens, all of Seller’s right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the “Purchased Assets”), including the following:

- (a) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing (“Accounts Receivable”);
- (b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories;
- (c) all Contracts (other than the IP Agreements) set forth on Section 2.1(c) of the Seller Disclosure Schedules (the “Assigned Contracts”);
- (d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property;
- (e) all Leased Real Property;
- (f) all Licenses, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets or the Acquired IP Assets (to the extent not

transferred to Buyer Parent under the IP Purchase Agreement), provided that with respect to Licenses, solely to the extent such License is transferable under applicable law;

(g) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets, the Acquired IP Assets (to the extent not transferred to Buyer Parent under the IP Purchase Agreement) or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(h) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes);

(i) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to the Business, the Purchased Assets or the Acquired IP Assets (to the extent not transferred to Buyer Parent under the IP Purchase Agreement);

(j) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, the Acquired IP Assets (to the extent not transferred to Buyer Parent under the IP Purchase Agreement), or the Assumed Liabilities;

(k) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Business, the Purchased Assets or the Acquired IP Assets (to the extent not transferred to Buyer Parent under the IP Purchase Agreement);

(l) all of Seller's rights under any non-disclosure or confidentiality agreement, covenant or obligation to which any shareholder of Seller (or Affiliate thereof) is party with, or has otherwise covenanted to, Seller (or any Subsidiary thereof), including those set forth on Section 2.1(l) of the Seller Disclosure Schedules (the "Assigned NDAs"); and

(m) all goodwill and the going concern value of the Business.

2.2. Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets");

(a) cash and cash equivalents of Seller;

(b) Contracts, including IP Agreements, that are not Assigned Contracts (the “Excluded Contracts”);

(c) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;

(d) all Benefit Plans and assets attributable thereto;

(e) the assets, properties and rights specifically set forth on Section 2.2(e) of the Seller Disclosure Schedules; and

(f) the rights which accrue or will accrue to Seller under the Transaction Documents.

2.3. Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (collectively, the “Assumed Liabilities”), and no other Liabilities:

(a) all trade accounts payable of Seller to third parties in connection with the Business that remain unpaid as of the Closing Date and that either are reflected on the Interim Balance Sheet or arose in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date; and

(b) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Closing.

2.4. Excluded Liabilities. Notwithstanding the provisions of Section 2.3 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the “Excluded Liabilities”). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Seller or any of its Affiliates arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) Taxes of Seller (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller (or any stockholder or Affiliate of Seller) that becomes a Liability of Buyer or any of its Affiliates under any common law doctrine of de facto merger, as transferee or successor, by

Contract or otherwise); (ii) Taxes relating to the Business, the Purchased Assets, the Acquired IP Assets, Agilience India or the Assumed Liabilities attributable to any Pre-Closing Tax Period; or (iii) Taxes that arise out of the consummation of the transactions contemplated by the Transaction Documents or that are the responsibility of Seller pursuant to Section 5.5(d);

(c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business, Agilience India, the Acquired IP Assets or the Purchased Assets to the extent such Action relates to such operation on or prior to the Closing Date;

(e) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller;

(f) any recall, design defect or similar claims of any products developed, manufactured or sold or any service performed by Seller;

(g) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former employee of Seller;

(h) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(i) any environmental claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;

(j) any trade accounts payable of Seller (i) to the extent not accounted for on the Interim Balance Sheet; (ii) which constitute intercompany payables owing to Affiliates of Seller; (iii) which constitute debt, loans or credit facilities to financial institutions; or (iv) which did not arise in the ordinary course of business;

(k) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to Seller on or before the Closing; (ii) did not arise in the ordinary course of business; or (iii) are not validly and effectively assigned to Buyer pursuant to this Agreement;

(l) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same), except for indemnification of same pursuant to Section 7.2(b) as Buyer Indemnified Parties;

(m) any Liabilities under (i) the Excluded Contracts, or (ii) any other Contracts, including IP Agreements, (A) which are not validly and effectively assigned to Buyer pursuant to this Agreement; or (B) to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts prior to Closing;

(n) any Liabilities associated with Debt of Seller and/or the Business; and

(o) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or governmental Order.

2.5. Purchase Price. The aggregate purchase price to be paid by Buyer to Seller for the Purchased Assets shall be an amount equal to (a) Two Hundred One Thousand Dollars (\$201,000) (the “Closing Base Amount”), minus (b) the Working Capital Deficit, plus (c) the Working Capital Surplus (the result of (a) minus (b) plus (c), the “Aggregate Purchase Price”), plus (d) the assumption of the Assumed Liabilities, plus (e) the sum of any amounts paid by Buyer to Seller under Section 5.11(d). The Aggregate Purchase Price may be subject to further adjustment pursuant to the terms of this Agreement, including Section 2.7(b).

2.6. Payments.

(a) Closing Payment. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Buyer shall pay to Seller (and/or to holders of Debt of Seller on Seller’s behalf to the extent set forth on Schedule 2.6) an amount equal to the Net Closing Payment, by wire transfer of immediately available funds in accordance with the flow of funds memorandum included in Schedule 2.6. For purposes of this Section 2.6(a), “Net Closing Payment” means (A) the Aggregate Purchase Price, minus (B) the Holdback Amount. Buyer understands and acknowledges that Seller may, following Seller’s payment in full of the Seller Transaction Expenses and of any other liabilities (and establishment of adequate reserves sufficient for the payment of any contingent liabilities, excluding liabilities pursuant to this Agreement) of Seller not assumed by Buyer under this Agreement or by Buyer Parent under the IP Purchase Agreement, distribute any remaining amount of the Net Closing Payment to the shareholders of Seller.

(b) Payment of Transaction Expenses. At the Closing, Seller will cause to be paid, from the proceeds received by Seller pursuant to Section 2.6(a), the Seller Transaction Expenses that remain unpaid as of the Closing by wire transfer of immediately available funds. Any Seller Transaction Expenses that are validly sought by any Person after the Closing and not paid pursuant to this Section 2.6(b) shall be treated as a current liability of Seller as of the Closing Date for purposes of, and taken into account in computing, the Closing Date Net Working Capital Statement.

(c) Holdback. Buyer shall retain (the “Holdback”) from the Aggregate Purchase Price an amount equal to \$200,000 (the “Holdback Amount”). The Holdback shall be held by Buyer as security for Seller’s payment obligations to Buyer under Section 2.7(b)(iv).

2.7. Net Working Capital Adjustment.

(a) Pre-Closing Adjustment. No later than three (3) Business Days prior to the Closing Date, Buyer and Seller shall confer and in good faith mutually agree upon a statement (the “Preliminary Net Working Capital Statement”) setting forth the estimated Net Working Capital of Seller as of the Closing Date, giving effect to the Closing (the “Preliminary Net Working Capital Amount”), and assuming that the IP Closing and the India Closing have not occurred. The line items on the Preliminary Net Working Capital Statement will be determined in a manner consistent with the Financial Statements.

(b) Post-Closing Adjustment. On or prior to the end of the two-month period following the Closing Date, Buyer shall furnish to Seller a statement setting forth the Net Working Capital as of immediately prior to the Closing (the “Closing Date Net Working Capital Statement”), and assuming the IP Closing and the India Closing have not occurred. The line items on the Closing Date Net Working Capital Statement shall be determined in a manner consistent with the Financial Statements.

(i) Within thirty (30) days following receipt by Seller of the Closing Date Net Working Capital Statement (the “Objection Period”), Seller may object to the Closing Date Net Working Capital Statement. Unless Seller provides specific written notice (which objection shall state in reasonable detail the basis of Seller’s objections and Seller’s proposed adjustments) to Buyer of a valid objection to any aspect of the Closing Date Net Working Capital Statement before the close of business on the last day of the Objection Period, the Closing Date Net Working Capital Statement shall then become binding upon Seller and Buyer for purposes of this Agreement, and shall be the “Final Net Working Capital Statement,” and such day shall be the “Final Net Working Capital Date.” If Seller by written notice to Buyer before 5:00 p.m. Eastern (United States) time on such last day of the Objection Period, objects to any aspect of the Closing Date Net Working Capital Statement, then only those aspects as to which the objection was specifically made shall not become binding (but all others shall become final and binding as described above), and Seller and Buyer shall discuss such objection in good faith. If they reach written agreement amending the Closing Date Net Working Capital Statement, then the Closing Date Net Working Capital Statement, as amended by such written agreement, shall become binding upon Seller and Buyer for purposes of this Agreement, and shall be the “Final Net Working Capital Statement,” and the date of such written agreement shall be the “Final Net Working Capital Date.”

(ii) If Seller and Buyer do not reach such written agreement by the close of business on the tenth (10th) Business Day following Seller’s delivery to Buyer of such notice of objection, then such disagreement shall be submitted for arbitration by a nationally-recognized accounting firm that agrees to use its best efforts to complete such arbitration within thirty (30) days of such Business Day. Such accounting firm shall be reasonably acceptable to (and independent of) Seller and Buyer (the “Accounting Firm”) and

shall arbitrate the dispute and submit a written statement of its adjudication, which statement, when delivered to Seller and Buyer, shall become final and binding upon Seller and Buyer, and shall be the “Final Net Working Capital Statement,” and the date of such written statement shall be the “Final Net Working Capital Date.” If Seller and Buyer do not agree on the Accounting Firm after a reasonable period of time, the Accounting Firm shall be Ernst & Young LLP. Buyer, on the one hand, and Seller, on the other hand, will submit a proposed Final Net Working Capital Statement each, prepared in the same manner as contemplated by Sections 2.7(a) and 2.7(b) and inclusive of calculations supporting such proposal to the Accounting Firm (the proposal of Buyer, the “Buyer Proposal,” and the proposal of Seller, the “Seller Proposal”). The scope of the dispute to be resolved by the Accounting Firm shall be limited to a choice of either the Buyer Proposal or the Seller Proposal, and the Accounting Firm shall not make any other determination. The determination of the Accounting Firm shall constitute an arbitral award that is final, binding and unappealable and upon which a judgment may be entered by any court having jurisdiction thereof. The fees and expenses of the Accounting Firm shall be borne by the Party whose proposal is not chosen by the Accounting Firm.

(iii) The Net Working Capital as of the Closing Date as set forth in the Final Net Working Capital Statement, shall be referred to herein as the “Final Net Working Capital Amount”.

(iv) To the extent that the Final Net Working Capital Amount is less than the Preliminary Net Working Capital Amount, then within three (3) Business Days following the Final Net Working Capital Date, Buyer shall deduct an amount equal to such shortfall from the Holdback, and shall deliver the remaining amount of the Holdback (after deducting such shortfall amount) to Seller. To the extent that the amount of such shortfall exceeds the then remaining Holdback Amount, the Seller shall promptly deliver the difference between the amount of the shortfall and the then remaining Holdback Amount to Buyer by wire transfer of immediately available funds. To the extent that the Preliminary Net Working Capital Amount is less than the Final Net Working Capital Amount, then within three (3) Business Days following the Final Net Working Capital Date, Buyer shall pay to Seller an amount equal to the sum of the Holdback Amount plus the amount of such shortfall, by wire transfer of immediately available funds to an account specified by Seller in writing.

(v) Any payments or adjustments made pursuant to Section 2.7(b)(iv) shall constitute an adjustment to the Aggregate Purchase Price for Tax purposes and the Parties shall treat it as such on their Tax Returns. For the avoidance of doubt, the adjustment described in Section 2.7(b)(iv) shall be the only adjustment to the Aggregate Purchase Price on account of the Final Net Working Capital Amount determination.

2.8. Closing. The closing of the sale and purchase of the Purchased Assets and the Assumed Liabilities and the other transactions contemplated by this Agreement (the “Closing”) shall take place upon the terms and subject to the conditions set forth herein, on the first (1st) Business Day following the “Closing Date” under the IP Purchase Agreement (the “IP Closing Date”) and at such place as agreed to by the Parties, or, absent such agreement, pursuant to the electronic exchange of signature pages, or at such time, place and date as Buyer and Seller may mutually agree. The date on which the Closing occurs is referred to as the “Closing Date.”

The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. Eastern (United States) time on the Closing Date.

2.9. Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer each of the following:

(a) an assignment and assumption agreement with respect to the Purchased Assets and the Assumed Liabilities, in the form attached hereto as Exhibit C (the "Assignment and Assumption Agreement"), duly and validly executed by Seller;

(b) certificate issued by the Delaware Secretary of State, certifying as of a date within five (5) Business Days of the Closing Date as to the good standing of Seller;

(c) evidence reasonably satisfactory to the Buyer of the occurrence of the IP Closing and the India Closing;

(d) evidence, in the form of UCC-3 termination statements or other termination instruments in a form reasonably satisfactory to Buyer, that all Liens in favor of any lender or holder of any Debt of Seller outstanding as of the Closing Date have been terminated and are of no further force or effect;

(e) a closing certificate executed by the President of Seller in the form attached hereto as Exhibit D (the "Seller Officer's Certificate");

(f) certified copies of (i) the resolutions duly adopted by the Seller's board of directors approving, and (ii) the resolutions duly adopted by (or written consent of) the requisite stockholders of Seller required to approve, the transactions contemplated by this Agreement and by the IP Purchase Agreement, in each case in form and substance reasonably satisfactory to Buyer;

(g) a certificate duly executed by the Seller, dated as of the Closing Date, that satisfies the requirements of Treasury Regulation Section 1.1445-2(b)(2);

(h) evidence reasonably satisfactory to Buyer of termination of any agreement described in Section 5.5(e) (Tax Sharing Agreements); and

(i) payoff letters executed and delivered by each lender or holder of any Debt of Seller, and by any payee of any Seller Transaction Expenses or other obligations of Seller contemplated to be paid off at the Closing pursuant to the provisions of Section 2.6(b), which letters shall (1) specify the aggregate amount of such Debt, Seller Transaction Expenses or other payment owed that will be outstanding as of the Closing Date, plus all interest, fees, prepayment penalties and other amounts due and payable upon the payment in full of such Debt, Seller Transaction Expenses or other payment owed as of the Closing Date (collectively the "Pay-Off Amount"), and wire transfer information for such lenders or payees to be used in connection with the repayment of such Pay-Off Amount at the Closing, (2) confirm that the payment of such Pay-Off Amount on the Closing Date (or the IP Closing Date) shall be payment and performance in full of all

obligations accruing to such lender or other payee from Seller arising from or relating to such Debt, Seller Transaction Expenses or other obligation of Seller, (3) if such Debt, Seller Transaction Expenses or obligation was secured by any Lien, provide that all such Liens are released and terminated in full upon payment of the Pay-Off Amount, and (4) otherwise be in a form reasonably satisfactory to Buyer (collectively, the “Pay-Off Letters”).

2.10. Buyer’s Closing Deliveries. At the Closing, Buyer shall deliver, or cause to be delivered, to Seller each of the following:

(a) evidence of wire transfers having been made in accordance with Section 2.6;

(b) the Assignment and Assumption Agreement, duly and validly executed by Buyer or an Affiliate thereof;

(c) a certified copy of the resolutions duly adopted by Buyer’s board of directors or managers approving the transactions contemplated by this Agreement; and

(d) certificate executed by Buyer confirming that the conditions set forth in Sections 6.3(a) and 6.3(b) have been satisfied.

2.11. Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer shall be entitled to deduct and withhold from any amounts otherwise payable to any Person pursuant to this Agreement any amount as may be required to be deducted and withheld with respect to the making of such payment under the Code, or any other provision of Tax Law. To the extent that amounts are so withheld or deducted by Buyer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made by Buyer.

2.12. Third Party Consent. To the extent that Seller’s rights under any Contract or License constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible, except with respect to Licenses, which shall not be transferred. If any such consent shall not be obtained (except with respect to Licenses) or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights (except with respect to Licenses), Seller, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer’s agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer, except with respect to Licenses. Notwithstanding any provision in this Section 2.12 to the contrary, Buyer shall not be deemed to have waived its rights under Section 6.2(e) hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

ARTICLE III

SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer, as of the Effective Date and, if the IP Closing occurs, as of the IP Closing and as of the Closing, as follows:

3.1. Authority and Enforceability. Seller has all requisite power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by Seller and the other Transactions Documents to which Seller is a party, Seller's performance hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action on the part of Seller. This Agreement and each other Transaction Document to which Seller is a party has been (or, in the case of Transaction Documents to be delivered at or prior to Closing, will be), duly executed and delivered by Seller and, assuming due execution and delivery by Buyer (if party thereto), when executed and delivered by Seller, constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, preference, moratorium or other similar Laws now or hereafter in effect relating to or affecting creditors generally or by general equity principles and, with respect to the remedy of specific performance and other forms of equitable relief, by equitable defenses and the discretion of the court before which any proceeding may be brought.

3.2. Non-Contravention. Subject to the provisions of Section 3.3 regarding authorizations, consents and approvals, the execution and delivery of this Agreement and any other Transaction Documents by Seller do not, and its performance hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby will not: (a) violate any provision of the Organizational Documents of Seller or any Subsidiary of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or governmental Order applicable to Seller or a Subsidiary of Seller; (c) violate or constitute a breach of or default under (with or without notice or lapse of time, or both), or permit termination, modification or acceleration under, any Contract to which Seller, or a Subsidiary of Seller is bound; (d) violate any Law or Order of any Governmental Authority applicable to Seller, or a Subsidiary of Seller; or (e) result in the imposition or creation of any Lien upon or with respect to any of the properties or assets of Seller or a Subsidiary of Seller.

3.3. Consents. The execution and delivery by Seller of this Agreement and the other Transaction Documents, its performance hereunder and thereunder, and the consummation of the transaction contemplated hereby and thereby do not require: (a) any authorization, consent, notice, waiver or approval of any non-governmental Person under any Contract or other obligation to which Seller or a Subsidiary of Seller is party or by which their assets are bound, other than the consents set forth on Section 3.3(a) of the Seller Disclosure Schedules; or (b) any authorization, consent, approval, certification, license or order of, or any filing with, any Governmental Authority.

3.4. Organization and Good Standing. Each of Seller and each Subsidiary of Seller is an entity (a) duly formed, validly existing and in good standing under the laws of its jurisdiction of formation; (b) that has the requisite power and authority to own, lease and operate its properties and to carry on the Business as now conducted; and (c) that is duly qualified and in good standing to transact business in each jurisdiction in which the conduct of its business makes such qualification necessary, except as would not constitute a Material Adverse Effect. Copies of the Organizational Documents of Seller and of each Subsidiary of Seller have been delivered or made available to Buyer by Seller and are complete and correct copies thereof. None of Seller nor any Subsidiary of Seller is in default under or in violation of any provisions of its Organizational Documents. Section 3.4 of the Seller Disclosure Schedules sets forth each jurisdiction in which Seller or any Subsidiary of Seller is licensed or qualified to do business and the name under which Seller or the Subsidiary of Seller is so licensed or qualified.

3.5. Subsidiaries. Section 3.5 of the Seller Disclosure Schedule, sets forth the name of each Subsidiary of Seller, and, with respect to each Subsidiary of Seller, the jurisdiction in which it is incorporated or organized, the jurisdictions, if any, in which it is qualified to do business, the number of shares of its authorized capital stock or membership interests, the number and class of shares or membership interests thereof duly issued and outstanding, the names of all stockholders or other interest owners and the number of shares of stock owned by each stockholder or the amount of interests owned by each interest owner. Each Subsidiary of Seller is a duly organized and validly existing corporation or other entity, and is duly qualified or authorized to do business as a foreign corporation or entity and is in good standing in each jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization. Each Subsidiary of Seller has all requisite corporate or entity power and authority to own its properties and carry on its business as presently conducted. The outstanding shares of capital stock or other interests of each of the Subsidiary of Seller are validly issued, fully paid and non-assessable, and all such shares or other interests represented as being owned by Seller or by one of the Subsidiaries of Seller are owned by it free and clear of any and all Liens. No shares of capital stock are held by any Subsidiary of Seller as treasury stock. There is no existing option, warrant, call, right or Contract to which any Subsidiary of Seller is a party requiring, and there are no convertible securities of any Subsidiary of Seller outstanding which upon conversion would require, the issuance of any shares of capital stock or other interests of any Subsidiary of Seller or other securities convertible into shares of capital stock or other interests of any Subsidiary of Seller. There are no outstanding obligations of any Subsidiary of Seller to repurchase, redeem or otherwise acquire any shares of capital stock or other interests of any Subsidiary of Seller or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase shares of capital stock or other interests of any Subsidiary of Seller.

3.6. Capitalization.

(a) Section 3.6(a) of the Seller Disclosure Schedules sets forth a correct and complete copy of Seller's capitalization table and accurately reflects all of the issued and outstanding equity interests of Seller and the holders thereof. Seller does not own, directly or indirectly, any equity or other ownership interest in any Person (other than the India Equity).

(b) Section 3.6(b) of the Seller Disclosure Schedule contains a correct and complete list of all Debt of Seller, including the amount, holder and payment due date thereof. Except as set forth in Section 3.6(b) of the Seller Disclosure Schedules, Seller has no Debt.

3.7. Financial Statements. Section 3.7 of the Seller Disclosure Schedules sets forth a copy of (a) unaudited financial statements consisting of balance sheets of the Seller and its Subsidiaries as at each of December 31, 2016 (the “Reference Date”) and December 31, 2015 and the related statements of income and retained earnings, members’ equity and cash flow of the Seller and its Subsidiaries for the years then ended, and (b) unaudited financial statements consisting of the balance sheet of the Seller and its Subsidiaries (the “Interim Balance Sheet”) as at August 31, 2017 (the “Interim Balance Sheet Date”) and the related statements of income and retained earnings, members’ equity and cash flow for the eight (8) month period then ended (all such financial statements provided pursuant to clauses (a) and (b) hereof, the “Financial Statements”). The Financial Statements (i) have been prepared in accordance with GAAP, applied on a consistent basis throughout the period involved, subject, in the case of the Financial Statements referenced in clause (b) immediately above, to normal and recurring year-end adjustments (the effect of which will not be materially adverse), (ii) are based on the books and records of the Seller and its Subsidiaries, and (iii) fairly and reasonably present in all material respects the financial condition, retained earnings, and shareholders’ equity of the Seller and its Subsidiaries as of the respective dates they were prepared and the results of the operations and cash flows of the Seller and its Subsidiaries for the periods indicated. The balance sheet of the Seller and its Subsidiaries as at the Reference Date shall be referred to herein as the “Reference Balance Sheet.”

3.8. Undisclosed Liabilities. Seller and its Subsidiaries have no Liabilities except (a) those which are adequately reflected or reserved against in accordance with GAAP in the Reference Balance Sheet as of the date thereof, (b) those which have been incurred in the Ordinary Course of Business since the Reference Date and which are not, individually or in the aggregate, material in amount, and (c) those that are not required to be disclosed in the Liabilities column of a balance sheet prepared in accordance with GAAP.

3.9. Accounts Receivable. The Accounts Receivable reflected in the Financial Statements and those which have been incurred in the Ordinary Course of Business since the Reference Date have arisen from bona fide transactions entered into by the Seller or its Subsidiaries involving the sale of goods or the rendering of services in the Ordinary Course of Business. The reserve for bad debts shown in the Financial Statements with respect to Accounts Receivable arising after the Reference Date on the accounting records of the Seller and its Subsidiaries has been reasonably determined, subject to normal year-end adjustments. There is no claim, contest, defense or right of setoff with respect to any Account Receivable reflected in the Preliminary Net Working Capital Statement. Section 3.9 of the Seller Disclosure Schedules contains a complete and accurate list of all Accounts Receivable reflected in the Preliminary Net Working Capital Statement, which list sets forth the aging of such Account Receivable.

3.10. Absence of Certain Changes or Events. Since the Reference Date, (a) the Seller and its Subsidiaries have carried on its business in the Ordinary Course of Business and, in all material respects, has kept intact its business organization and relationships with customers,

suppliers, and others having business relationships with it, (b) the Seller and its Subsidiaries have not taken any action of the type described in Section 5.1(b), and (c) there has not occurred any Material Adverse Effect.

3.11. Major Contracts.

(a) Set forth on Section 3.11(a) of the Seller Disclosure Schedules is a complete and accurate list of each of the following Contracts (collectively, the “Major Contracts”) to which Seller or any of its Subsidiaries is a party or by which it is bound that is currently in effect:

(i) each Contract of Seller or a Subsidiary of Seller involving aggregate consideration paid by or to Seller or a Subsidiary of Seller in excess of twenty five thousand dollars (\$25,000) and which are not cancellable without penalty or on less than sixty (60) calendar days’ notice;

(ii) all Contracts that require Seller or a Subsidiary of Seller to purchase its total requirements of any product or service from a third party or that contain “take or pay” provisions;

(iii) all Contracts that provide for the indemnification by Seller or any Subsidiary of Seller of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(iv) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(v) all broker, distributor, dealer, manufacturer’s representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts to which Seller or a Subsidiary of Seller is a party;

(vi) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) to which Seller or a Subsidiary of Seller is a party and which are not cancellable without penalty or on less than sixty (60) calendar days’ notice, except for prior notice required by applicable law;

(vii) all Contracts with any Governmental Authority to which Seller or a Subsidiary of Seller is a party;

(viii) all Contracts that limit or purport to limit the ability of Seller or any Subsidiary of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;

(ix) any Contracts that provides for any joint venture or partnership by Seller or any Subsidiary of Seller;

(x) all Contracts between or among Seller or a Subsidiary of Seller, on the one hand, and any Affiliate or shareholder (or any Affiliate of any shareholder) of Seller or a Subsidiary of Seller, on the other hand;

(xi) all Contracts with any current customer of Seller or a Subsidiary of Seller involving aggregate consideration paid in excess of twenty five thousand dollars (\$25,000);

(xii) all Contracts with Material Suppliers;

(xiii) all Contracts that contain restrictions or requirements regarding the nationality of any employee, officer, director, agent or representative of Seller or any equity owner of Seller;

(xiv) all IP Agreements; and

(xv) any other Contract that is material to Seller or a Subsidiary of Seller and not previously disclosed pursuant to this Section 3.11.

(b) Seller has made available to Buyer complete and correct copies of all Major Contracts. Each Major Contract is in full force and effect and enforceable, and none of Seller or a Subsidiary of Seller is in breach thereof or default thereunder, and, to the Knowledge of Seller, no other party to any such Major Contract is in breach or default thereof. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Major Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.

(c) None of Seller or any Subsidiary of Seller has agreements, contracts or instruments relating to any Debt.

(d) The Material Customers and the Material Suppliers are set forth on Section 3.11 of the Seller Disclosure Schedules. Except as set forth on Section 3.11(d) of the Seller Disclosure Schedules, neither the Seller nor any of its Subsidiaries has received any written notice, and Seller has no actual knowledge, that any Material Customer or Material Supplier has ceased, terminated or materially reduced, or intends to cease, terminate or materially reduce after the Closing, its commercial relationship with Seller or a Subsidiary of Seller. No promises, commitments or assurances, whether legally binding or not, have been made by Seller, any Subsidiary of Seller or, to the Knowledge of Seller, any representative of Seller, to any customer of Seller not memorialized in a Major Contract.

3.12. Litigation. There is no Action pending against or, to the Knowledge of Seller, threatened in writing against or affecting Seller or any Subsidiary of Seller, nor is there any Order of any Governmental Authority or arbitrator outstanding against Seller or any Subsidiary of Seller.

3.13. Compliance with Laws. Seller and each of its Subsidiaries are, and have at all times been, in compliance in all material respects with all applicable Laws, Orders and Licenses.

3.14. Licenses. Seller and each of its Subsidiaries possess, and Section 3.14 of the Seller Disclosure Schedule sets forth, all Licenses necessary to carry on the Business in the manner presently conducted in all material respects.

3.15. Title to Assets; Real Property.

(a) Seller and each of its Subsidiaries has good and valid title to all of the tangible Purchased Assets, including all personal property and other assets reflected in the Financial Statements or acquired after the Reference Date, other than properties and assets sold or otherwise disposed of in the Ordinary Course of Business since the Reference Date. All of the tangible Purchased Assets (and the leasehold interests) are free and clear of Liens except for the following (collectively referred to as “Permitted Liens”): (i) Liens for Taxes not yet due and payable; (ii) mechanics, carriers’, workmen’s, repairmen’s or other like Liens arising or incurred in the Ordinary Course of Business or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business; or (iii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business which are not, individually or in the aggregate, material to the Business.

(b) Neither Seller nor any of its Subsidiaries owns any real property.

(c) Section 3.15(c) of the Seller Disclosure Schedules sets forth each parcel of real property leased by Seller (or any Subsidiary of Seller) and used in or necessary for the conduct of the Business as currently conducted (together with all rights, title and interest of Seller (or such Subsidiary of Seller) in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith, collectively, the “Leased Real Property”), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which Seller (or such Seller Subsidiary) holds any Leased Real Property (collectively, the “Leases”). Seller has delivered to Buyer a true and complete copy of each Lease. With respect to each Lease:

(i) such Lease is valid, binding, enforceable and in full force and effect, and Seller (or such Subsidiary of Seller) enjoys peaceful and undisturbed possession of the Leased Real Property;

(ii) neither Seller nor such Subsidiary of Seller is in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and Seller (or such Seller Subsidiary) has paid all rent due and payable under such Lease;

(iii) neither Seller nor such Subsidiary of Seller has received or given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Seller (or such Subsidiary of Seller) under any of the Leases and, to the Knowledge of Seller, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto;

(iv) neither Seller nor such Subsidiary of Seller has subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof; and

(v) neither Seller nor such Subsidiary of Seller has pledged, mortgaged or otherwise granted an encumbrance on its leasehold interest in any Leased Real Property.

(d) Neither Seller nor any Subsidiary of Seller has received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Leased Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Leased Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Leased Real Property as currently operated. Neither the whole nor any material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty.

(e) The Leased Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the real property necessary to conduct the Business as currently conducted.

3.16. Intellectual Property.

(a) Section 3.16(a) of the Seller Disclosure Schedules lists all (i) Seller IP Registrations and (ii) Seller Intellectual Property, including Software, that are not registered but that are material to the operation of the Business. All required filings and fees related to the Seller IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Seller IP Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Seller IP Registrations.

(b) Section 3.16(b) of the Seller Disclosure Schedules lists all material IP Agreements. Seller has provided Buyer with true and complete copies of all such IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each IP Agreement is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any written notice of breach or default of or any intention to terminate, any IP Agreement. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any IP Agreement

or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.

(c) Seller is (and as of the IP Closing, the Buyer Parent will be) the sole and exclusive legal, beneficial, and record owner of all right, title and interest in and to the Seller IP Registrations. Seller (i) is (and as of the IP Closing, the Buyer Parent will be) the sole and exclusive legal and beneficial owners of all right, title and interest in and to or has a right to use the Intellectual Property used in and necessary for the conduct of the Business as currently conducted (other than Intellectual Property licensed to Seller pursuant to an IP Agreement) and (ii) has (and as of the IP Closing, the Buyer Parent will have) the valid right to use all other Intellectual Property necessary for the conduct of the Business. Section 3.16(c) of the Seller Disclosure Schedules sets forth an accurate and complete list of all Intellectual Property covered by the foregoing clause (ii). Seller Intellectual Property is free and clear of any Lien, or claim of ownership of any Person. Without limiting the generality of the foregoing, Seller Intellectual Property is not the subject of any direct or implied license (royalty bearing or royalty free), covenant not to sue or any other agreement or arrangement that requires payment to any Person with respect to the use of Seller Intellectual Property as currently used by Seller in the Business or any obligation to grant any right to any Person to use Seller Intellectual Property. After the consummation of the transactions contemplated by this Agreement and the IP Purchase Agreement, neither the Seller nor any Subsidiary of Seller (which is not transferred to Buyer or any of its Affiliates as part of the Transaction Documents) shall have any right, title or interest in or to any of Seller Intellectual Property. All right, title and interest in and to any Intellectual Property authored, created or conceived by Seller (or any Seller Subsidiary) pertaining to the Business has been validly assigned to Seller.

(d) Seller and each Subsidiary of Seller has entered into (or is the assignee of) written agreements with every one of its employees and independent contractors whereby such employees and independent contractors duly, validly, and enforceably (i) assign to Seller any ownership interest and right they have or may have in any Intellectual Property developed in connection with such employees' or independent contractors' service with Seller or such Subsidiary of Seller; and (ii) acknowledge Seller's exclusive ownership of all such Intellectual Property. Seller has provided or otherwise made available to Buyer a complete copy of the forms of employee and independent contractor agreements of the type described in the preceding sentence and has provided Buyer with copies of all such agreements.

(e) Section 3.16(e)(i) of the Seller Disclosure Schedules sets forth an accurate and complete list of Seller Software and all proprietary Software which is licensed by Seller or any Subsidiary of Seller to or from another Person (other than Off-the-Shelf Software). Section 3.16(e)(ii) of the Seller Disclosure Schedules lists the third party Software (the "Third Party Programs") included or incorporated as part of Seller Software. Section 3.16(e)(iii) of the Seller Disclosure Schedules lists the Open Source Materials included or incorporated as part of Seller Software. Except for the Third Party Programs, the Open Source Materials, and Software that has been assigned to Seller or acquired by Seller from third parties, as listed in Section 3.16(e)(iv) of the Seller Disclosure Schedules, Seller Software (x) has been created and the associated computer code written only by individuals,

who, at the time they authored Seller Software, were employees of the Seller or a Subsidiary of Seller, or were contractors of the Seller or a Subsidiary of Seller who assigned their entire right, title and interests in and to Intellectual Property rights in Seller Software to the Seller pursuant to a written agreement of the type described in Section 3.16(c) above and (y) constitutes Seller Intellectual Property. Except for Third Party Programs and Open Source Materials, Seller Software neither contains, uses, nor needs, any third party Software, including development tools and utilities, or any other applications or features, to function as presently operated by Seller. To the extent that Open Source Material was or is used in, incorporated into, integrated or bundled with any of Seller Software that is not a Third Party Program, none of such Open Source Material is compiled together with, or is otherwise used by or incorporated into Seller Software in a manner that would require any portion of Seller Software to be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge.

(f) Seller Intellectual Property constitutes all Intellectual Property material to the Business or necessary to manufacture, distribute, provide, develop or sell the products and services of the Business as manufactured, distributed, provided, developed, or sold as of the Effective Date (other than Off-the-Shelf Software) or planned for manufacture, distribution, provision development or sale by Seller or any Subsidiary of Seller as of the Closing Date and in the manner in which Seller or such Subsidiary of Seller planned for such manufacture, distribution, provision, development or sale.

(g) Seller's (or any Subsidiary of Seller's) use of any Intellectual Property pursuant to any IP Agreement was and is in accordance with the applicable Contract pursuant to which Seller or such Subsidiary of Seller acquired the right to use such Intellectual Property. Neither Seller nor any Subsidiary of Seller has interfered with, infringed upon, misappropriated, or violated any Intellectual Property or right of publicity of any Person. Neither Seller nor any Subsidiary of Seller has received any written charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that Seller or any Subsidiary of Seller must license or refrain from using any Intellectual Property). Any Seller Intellectual Property that is material to the Business may be freely modified, transferred, licensed, or used for other or future purposes not presently defined as the Business without violation of the rights of any Person.

(h) There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license and including oral or written threats): (i) alleging any infringement, misappropriation, dilution or violation of Seller Intellectual Property or right of privacy or publicity of any Person by Seller or any Subsidiary of Seller; (ii) challenging the validity, enforceability, or ownership of any Seller Intellectual Property or Seller or any Subsidiary of Seller's rights with respect to any Intellectual Property that is material to the Business; or (iii) by Seller or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of Intellectual Property that is material to the Business. None of Seller nor any Subsidiary of Seller is subject to any outstanding or prospective Order (including any motion or petition therefor) that does or would restrict or impair the use of any Intellectual Property that is material to the Business.

(i) To the Knowledge of Seller, no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Seller Intellectual Property, or violated, or has a claim to inventorship or ownership of any Seller Intellectual Property.

(j) The consummation of the transactions contemplated hereunder or under the IP Purchase Agreement will not result in the material loss or impairment of or require the payment of any material amounts in addition to any payments currently made by Seller or any Subsidiary of Seller with respect to, nor require the consent of any other Person in respect of, Seller or any such Subsidiary's right to own, use or hold for use, exploit, modify, transfer, or license any Intellectual Property that is material to the Business as conducted as of Closing or any product or service planned for sale or distribution by Seller or any Subsidiary of Seller as of Closing. Seller's rights in Seller Intellectual Property are valid, subsisting and enforceable.

(k) To the Knowledge of Seller, none of Seller or any Subsidiary of Seller have engaged in unfair competition or unfair trade practices or any false or misleading advertising practices under the laws of any jurisdiction in which Seller or any of its Subsidiaries operates or markets any of the goods or services related to the Business.

(l) The maintenance, processing, use and dissemination by Seller and any Subsidiary of Seller of any data and information concerning individuals are in compliance in all material respects with all applicable privacy policies, terms of use, Laws, and Contracts of Seller or any Subsidiary of Seller. To the Knowledge of Seller, during the past three (3) years, there have been no security breaches relating to, or violations of any security policy regarding, or any unauthorized access of, any personally identifiable data and information used by the Seller or any Subsidiary of the Seller.

(m) Each of Seller and the Subsidiaries of Seller have taken reasonable all reasonable steps to protect and preserve the secrecy, confidentiality and value of Seller and its Subsidiaries' trade secrets, confidential know-how and proprietary data, including requiring all Persons having access thereto to execute written non-disclosure agreements. There has been no disclosure of material trade secret information, confidential know-how or proprietary data of Seller or any of its Subsidiaries, or of any third party to another third party without a Contract protecting it as confidential. Seller and each of its Subsidiaries has and enforces, a policy requiring each employee, consultant, and contractor to execute proprietary information, confidentiality and intellectual property assignment agreements substantially in the same form as the standard forms made available by Seller.

3.17. Sufficiency of Assets. The Purchased Assets, the Acquired IP Assets and Agilience India (together with the Excluded Assets) are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted, except for the Excluded Assets. None of the Excluded Assets are, individually or collectively, material to the Business.

3.18. No Other Agreements to Sell Assets or Equity. Other than pursuant to the Transaction Documents, none of the Seller or any Subsidiary of Seller has any obligation, absolute or contingent, to any other Person to sell or effect a sale of the assets of Seller or any Subsidiary of Seller, to sell or effect a sale of any of the equity of Seller or any Subsidiary of Seller or to effect any merger, consolidation or other reorganization of Seller or any Subsidiary of Seller or to enter into any agreement or cause the entering into of any agreement with respect thereto.

3.19. Taxes.

(a) All Tax Returns required to be filed by or on behalf of any of Seller and its Subsidiaries have been duly and timely filed with the appropriate Tax Authority (after giving effect to any valid extensions of time in which to make such filings) and all such Tax Returns were prepared in compliance with applicable Law and were correct and complete when filed. All Taxes (whether or not shown on a Tax Return) of Seller and its Subsidiaries have been fully and timely paid.

(b) All deficiencies asserted or assessments made, as a result of any examinations by any Tax Authority of Taxes of or relating to Seller or any of its Subsidiaries, have been fully paid or are being contested in good faith and adequate reserves have been established on the applicable Financial Statements in connection therewith, and no other audits or investigations by any Tax Authority relating to any Taxes of or relating to Seller or any of its Subsidiaries are in progress or threatened, and no adjustment has been made by a Tax Authority in any prior examination of or relating to Seller or any of its Subsidiaries which, by application of the same or similar principles, could reasonably be expected to result in a proposed deficiency for any Tax period.

(c) None of Seller or its Subsidiaries is currently the beneficiary of any extension of time within which to file any Tax Return.

(d) There are no Liens for Taxes (other than Permitted Liens for Taxes) upon any of the assets of Seller or any of its Subsidiaries.

(e) Each of Seller and its Subsidiaries has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, partner, member or other third party.

(f) None of Seller or its Subsidiaries (i) is a party to or has any obligation under any Tax allocation or Tax sharing agreement, (ii) has been a member of an affiliated, combined, consolidated, unitary, or similar group for federal, state, local or foreign Tax purposes, (iii) is subject to any private letter ruling of the Internal Revenue Service or comparable rulings of any Tax Authority, (iv) has entered into any closing agreement pursuant to Section 7121 of the Code (or any similar provision of any state, local or foreign Law) in respect of Seller or (v) is liable for the Taxes of another Person as a result of being a successor, transferee, by Contract or otherwise;

(g) No written claim has been made by a Tax Authority in a jurisdiction where Seller or any of its Subsidiaries does not file Tax Returns that Seller or any such Subsidiary (or their owners) is or may be required to file a Tax Return in or otherwise subject to Tax by that jurisdiction.

(h) None of Seller or its Subsidiaries is a party to any Action by any Tax Authority and, to the Knowledge of Seller, there are no such pending or threatened Actions by any Tax Authority.

(i) None of Seller or its Subsidiaries is or has been party to any “reportable transaction” as defined in Treasury Regulations Section 1.6011-4(b).

(j) No Person has with respect to Seller or any Subsidiary of Seller (i) agreed to or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provisions of applicable Law or has any application pending with any Tax Authority requesting permission for any material changes in accounting methods that relate to Seller or any of its Subsidiaries, and, to the Knowledge of Seller, no Tax Authority has proposed any such adjustment, or (ii) granted to any Person any power of attorney that is currently in force with respect to any Tax matter.

(k) None of Seller or any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any Tax period (or portion of any Tax period) after the Closing Date as a result of any (i) installment sale or open transaction disposition occurring on or prior to the Closing Date, (ii) cash basis method of accounting or percentage of completion method of accounting or (iii) election under Section 108(i) of the Code.

(l) Agilience India has not, since the date of its formation, been engaged in the conduct of any trade or business in the United States. None of Seller or its Subsidiaries has ever filed (or caused to be filed) with the Internal Revenue Service a Form 8832, or elected (or caused to be elected) with the Internal Revenue Service to be treated as a U.S. corporation under Section 897(i) of the Code. Neither Seller nor any of its Subsidiaries has received any written notice indicating that a Tax Authority challenged or questioned the income Tax classification of such entity.

3.20. Employee Benefits.

(a) Section 3.20(a) of the Seller Disclosure Schedules contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity or other equity, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is currently effective and is maintained, sponsored, contributed to, or required to be contributed to by Seller or any Subsidiary of Seller for the benefit of any

current or former employee, officer, manager, retiree, independent contractor or consultant of Seller or any Subsidiary of Seller or any spouse or dependent of such individual, or under which Seller or its Subsidiaries or any of their ERISA Affiliates has or may have any Liability, or with respect to which, following the Closing, Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise (collectively, the “Benefit Plans”). Seller has separately identified in Section 3.20(a) of the Seller Disclosure Schedules each Benefit Plan that contains a change in control provision.

(b) With respect to each Benefit Plan, Seller has made available to Buyer true and complete copies of each of the following: (i) where the Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of any summary plan descriptions, summaries of material modifications, employee handbooks and any other written communications (or a description of any oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service; (vi) in the case of any Benefit Plan for which a Form 5500 is required to be filed, a copy of the two most recently filed Form 5500, with schedules and financial statements attached; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the two most recently completed plan years; (viii) the most recent nondiscrimination tests performed under the Code; and (ix) copies of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan.

(c) Each Benefit Plan has been established, administered, maintained and is in compliance in all material respects with the provisions of the Laws of each jurisdiction in which such Benefit Plan is maintained, including ERISA and the Code, to the extent those Laws are applicable to such Benefit Plan.

(d) Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a “Qualified Benefit Plan”) is so qualified and has received a favorable and current determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and nothing has occurred that could reasonably be expected to adversely affect the qualified status of any Qualified Benefit Plan. Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject Seller or any of its Subsidiaries or any of their ERISA Affiliates or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to Tax under Section 4975 of the Code. None of Seller, its Subsidiaries or any of their ERISA Affiliates has (i) incurred or reasonably expects to incur,

either directly or indirectly, any material liability under Title I or Title IV of ERISA or related provisions of the Code or applicable local Law relating to employee benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any Benefit Plan; or (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA.

(e) All contributions to, and payments from, each Benefit Plan which have been required to be made in accordance with the terms of such Benefit Plan, and, where applicable, the Laws of the jurisdiction in which such Benefit Plan is maintained, have been timely made in all material respects or shall be made in all material respects by the Closing Date.

(f) All material reports, returns and similar documents, if any, with respect to any Benefit Plan required to be filed with any Governmental Authority or distributed to any Benefit Plan participant have been duly and timely filed or distributed or will be filed or distributed by the Closing Date.

(g) Each Benefit Plan has been administered in all material respects at all times in accordance with its material terms. There are no pending investigations by any Governmental Authority involving any Benefit Plan. There are no pending Actions (except for claims for benefits payable in the normal operations of such Benefit Plan) against any Benefit Plan asserting any rights or claims to benefits under such Benefit Plan, in each case the adverse outcome of which would have, individually or in the aggregate, a Material Adverse Effect.

(h) Except as may be required by Law, none of Seller or any of its Subsidiaries has announced in the prior twelve (12) months any plan or commitment to create any additional Benefit Plans, or to amend or modify any existing Benefit Plans in such a manner as to increase the cost of such Benefit Plan, in any material respect, to Seller.

(i) With respect to each Benefit Plan (i) no such plan is a multiemployer plan within the meaning of Section 3(37) of ERISA; (ii) no such plan is a "multiple employer plan" within the meaning of Section 413(c) of the Code or a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA); (iii) no Action has been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan; (iv) no such plan is subject to the minimum funding standards of Section 412 of the Code or Title IV of ERISA, and none of the assets of Seller, any of its Subsidiaries, or any of their ERISA Affiliates is, or may reasonable be expected to become, the subject of any Lien arising under Section 302 of ERISA or Section 412(a) of the Code; and (v) no "reportable event," as defined in Section 4043 of ERISA, has occurred with respect to any such plan.

(j) Each Benefit Plan can be amended, terminated or otherwise discontinued after the Closing in accordance with its terms, without material liabilities to Buyer, Seller or any of their Affiliates other than ordinary administrative expenses typically incurred in a termination event. None of Seller or its Subsidiaries has a commitment or obligation and has not made any representations to any employee, officer, manager,

independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement, in connection with the consummation of the transactions contemplated by this Agreement or otherwise.

(k) Other than as required under ERISA or other applicable Law, no Benefit Plan provides post-termination or retiree welfare benefits to any individual for any reason, and none of Seller, its Subsidiaries or any of their ERISA Affiliates has any Liability to provide post-termination or retiree welfare benefits to any individual or ever represented, promised or contracted to any individual that such individual would be provided with post-termination or retiree welfare benefits.

(l) There has been no amendment to, announcement by Seller or any of their Affiliates relating to, or change in employee participation or coverage under, any Benefit Plan that would increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year with respect to any manager, officer, employee, independent contractor or consultant, as applicable. None of Seller, any Seller Subsidiary, and their respective Affiliates has any commitment or obligation or has made any representations to any manager, officer, employee, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement.

(m) None of Seller or its Subsidiaries is a party to any contract or arrangement that constitutes a deferred compensation plan subject to Section 409A of the Code.

(n) None of Seller or its Subsidiaries has arrangements with any Person providing for a gross up in respect of any "additional tax" or "excise tax" required by Section 409A or 4999 of the Code being imposed on such Person.

(o) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer, employee, independent contractor or consultant of Seller or any Subsidiary of Seller to any transaction bonus, severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation due to any such individual; (iii) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan; or (iv) result in "excess parachute payments" within the meaning of Section 280G(b) of the Code.

3.21. Labor Matters.

(a) None of Seller or its Subsidiaries is a party to any collective bargaining agreement or other labor union contract applicable to its employees. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting Seller or its Subsidiaries or any of their employees. None of Seller or its Subsidiaries has a duty to bargain with any labor union.

(b) Seller and each of its Subsidiaries has complied in all material respects with all Laws relating to the employment of labor, employment, and employment practices. All individuals characterized and treated by Seller or any of its Subsidiaries as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. All employees of Seller or any of its Subsidiaries classified as exempt under the Fair Labor Standards Act and foreign, state, local wage and hour laws are properly classified in all material respects and are properly treated as employees under all applicable Laws.

(c) Section 3.21(c) of the Seller Disclosure Schedules contains a list of all persons who are employees, independent contractors or consultants of Seller or any of its Subsidiaries as of the date hereof (the “Seller Personnel”), and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions and bonuses, payable to all Seller Personnel for services performed on or prior to the date hereof have been paid in full (or accrued in full on the Reference Balance Sheet) and there are no outstanding agreements, understandings or commitments of Seller or any of its Subsidiaries with respect to any compensation, commissions or bonuses. Except as set forth on Section 3.21(c) of the Seller Disclosure Schedules, all of the employees of Seller and each of its Subsidiaries are “at will” employees and may be terminated at any time without notice, reason, or penalty.

(d) Seller and each of its Subsidiaries has complied with the WARN Act and it has no plans to undertake any action in the future that would trigger the WARN Act.

3.22. Environmental Matters.

(a) Seller and each of its Subsidiaries has complied in all material respects with all applicable Environmental Laws. Seller and each of its Subsidiaries has obtained and is in material compliance with all Environmental Permits necessary for the ownership, lease, operation or use of the business or assets of Seller or such Subsidiaries and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law. The Seller has not received in the prior two (2) years any written notice of any actual, alleged or potential noncompliance with, liability under, or claimed violation of, any Environmental Law and there is no event or condition which would cause material noncompliance with, liability under, or violation of, any such Environmental Law by Seller or any of its Subsidiaries.

(b) No Hazardous Substance has been released into the environment in violation of any applicable Environmental Law, or in quantities exceeding the reportable quantities as defined under Environmental Laws as a result of the acts of Seller or any Subsidiary of Seller.

(c) Seller has provided or otherwise made available to Buyer and listed in Section 3.22(c) of the Seller Disclosure Schedules any and all material environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the business or assets of Seller or any of its Subsidiaries or any currently or formerly owned, operated or leased real property which are in the possession or control of the Seller or Seller or any Subsidiary of Seller related to compliance with Environmental Laws, or an environmental notice or the Release of Hazardous Substances.

3.23. Insurance.

(a) Section 3.23 of the Seller Disclosure Schedules sets forth all material insurance policies covering Seller, its Subsidiaries, any of their assets or any of their directors, managers or officers (in their capacities as such) (collectively, the “*Material Insurance Policies*”). Such Material Insurance Policies are in full force and effect.

(b) During the past three (3) years, none of Seller or any Subsidiary of Seller has been denied insurance for any reason with respect to any Material Insurance Policy for which it applied. No notice of cancellation or termination of any Material Insurance Policy has been received by Seller or any Subsidiary of Seller with respect to any such policy and each such policy is a valid and binding policy of Seller, enforceable in accordance with its terms in all material respects.

(c) None of Seller or any of its Subsidiaries is in breach of or default under any Material Insurance Policy in any material respect, and no event has occurred which, with notice or lapse of time, would constitute such a breach of or default under, or permit termination, modification or acceleration under, such policy.

(d) All premiums due on the Material Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Material Insurance Policy. The Material Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of Seller or any Subsidiary of Seller.

(e) The Material Insurance Policies (a) are valid and binding in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. There are no claims related to the Business pending under any such Material Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

3.24. Related Party Transactions.

(a) There is no indebtedness between Seller or its Subsidiaries, on the one hand, and Seller or any officer, director, manager or employee of Seller or any of its Subsidiaries, or any immediate family member or Affiliate of any of the foregoing, on the other.

(b) Neither Seller nor any officer, director, manager or employee of Seller or any immediate family member or Affiliate of any of the foregoing, owns, in whole or in part, any assets or facilities of, or provides or causes to be provided any services to, Seller or any Subsidiary of Seller, other than in his or her capacity as an officer, director, manager or employee of Seller or a Subsidiary of Seller.

(c) Seller does not provide or cause to be provided any services to Seller or any officer, director, manager or employee of Seller or any Subsidiary of Seller, or any immediate family member or Affiliate of any of the foregoing.

(d) None of Seller or any Subsidiary of Seller has made any payment to Seller or any officer, director, manager or employee of Seller or any Subsidiary of Seller, or any immediate family member or Affiliate of any of the foregoing, from the Reference Date to the Closing Date, other than compensation and expense reimbursements to directors, managers, officers or employees of Seller or any Subsidiary of Seller in the Ordinary Course of Business.

3.25. Brokers and Finders. No agent, broker, investment banker, intermediary, finder or similar firm acting on behalf of Seller or any Subsidiary of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Seller or any Subsidiary of Seller in connection with the execution and delivery of this Agreement and any other Transaction Documents, the Seller's performance hereunder and thereunder, or the consummation of the transactions contemplated hereby and thereby.

3.26. Books and Records. The minute books of Seller and each of its Subsidiaries have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices. The minute books of Seller and each of its Subsidiaries contain accurate and complete records of all meetings, and actions taken by written consent of, the members and the managers, and no meeting, or action taken by written consent, of any such members or managers has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all such books and records of or applicable to Agilience India will be in the possession of Agilience India or delivered to Buyer.

3.27. Full Disclosure; No other Representations and Warranties.

(a) To the Knowledge of Seller, no representation or warranty by Seller in this Agreement or the IP Purchase Agreement and no statement contained in the Seller Disclosure Schedules or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement or the IP Purchase Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

(b) Except for the representations and warranties contained in this ARTICLE III, in the Seller Officer's Certificate, in ARTICLE 2 of the IP Purchase Agreement, in the closing certificate executed and delivered by Seller's President pursuant

to Section 1.6(a)(vi) of the IP Purchase Agreement, and in Clauses 4.1 and 4.2 of the India Purchase Agreement (collectively, the “Provided Reps”), none of the Seller, any of its Subsidiaries or any shareholder of Seller nor any of their respective directors, officers, employees, stockholders, agents, Affiliates or representatives, or any other Person, has made or shall be deemed to have made any representation or warranty to Buyer, express or implied, at law or in equity, with respect to the Seller or its Subsidiaries, their assets or business or the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated hereby or thereby and neither Buyer nor any of its Affiliates is relying on any representation or warranty, except for the Provided Reps.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES REGARDING BUYER

Buyer hereby represents and warrants to the Seller, as of the Effective Date and, if the Closing occurs, as of the Closing Date, as follows:

4.1. Organization and Good Standing. Buyer is a corporation (a) duly incorporated, validly existing and in good standing under the Laws of Delaware, (b) that has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted, and (c) that is duly qualified and in good standing to transact business in each jurisdiction in which the conduct of its business makes such qualification necessary.

4.2. Authority and Enforceability. Buyer has all requisite power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and the other Transaction Documents to which it is a party, its performance hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement and each other Transaction Documents to which Buyer is a party has been (or, in the case of Transaction Documents to be delivered at or prior to the Closing, will be) duly executed and delivered by Buyer and, assuming due execution and delivery by all other Parties, when executed and delivered by Buyer, constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, preference, moratorium or other similar Laws now or hereafter in effect relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and, with respect to the remedy of specific performance and other forms of equitable relief, by equitable defenses and the discretion of the court before which any proceeding may be brought.

4.3. Non-Contravention. The execution and delivery of this Agreement and any other Transaction Document to which Buyer is a party by Buyer do not, and Buyer’s performance hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby will not: (a) violate any provision of the Organizational Documents of Buyer;

or (b) conflict with or result in a violation or breach of any provision of any Law or governmental Order applicable to Buyer.

4.4. Consents. The execution and delivery by Buyer of this Agreement, Buyer's performance hereunder, and the consummation of the transactions contemplated hereby do not require: (a) any authorization, consent, notice (other than post-closing obligations under Buyer's credit agreements), waiver or approval of any non-governmental Person under any contract, agreement or other obligation to which Buyer is party or by which Buyer's assets are bound; or (b) any authorization, consent, approval, certification, license or order of, or any filing with, any Governmental Authority, in each case other than those whose failure to obtain would not reasonably be expected to adversely affect Buyer's ability to consummate the transactions contemplated by the Transaction Documents.

4.5. Brokers and Finders. No agent, broker, investment banker, intermediary, finder or similar firm acting on behalf of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Buyer in connection with the execution and delivery of this Agreement and any other Transaction Document to which Buyer is a party, Buyer's performance hereunder and thereunder, or the consummation of the transactions contemplated hereby and thereby.

4.6. Sufficiency of Funds. Buyer has and at the Closing will have sufficient funds to pay the purchase price provided for in this Agreement and the IP Purchase Agreement and to comply with all other obligations set forth herein and therein.

ARTICLE V COVENANTS

5.1. Conduct of Business. Between the Effective Date and the Closing Date, except (i) as otherwise expressly permitted by this Agreement, (ii) pursuant to the IP Purchase Agreement, (iii) as explicitly set forth in Section 5.1 the Seller Disclosure Schedules, (iv) as required by applicable Law, or (v) to the extent Buyer shall otherwise consent in writing (not to be unreasonably withheld or delayed), the Seller agrees that:

(a) Seller and each of its Subsidiaries shall carry on their business in the Ordinary Course of Business in all material respects and shall use commercially reasonable efforts to preserve intact its business organization and relationships with customers, suppliers, and others having business relationships with it. Without limiting the foregoing, from the date hereof until the Closing, Seller and each Seller Subsidiary shall:

(i) preserve and maintain all Licenses required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets or the Acquired IP Assets;

(ii) pay the debts, Taxes and other obligations of the Business when due;

(iii) continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable;

(iv) maintain the properties and assets included in the Purchased Assets and the Acquired IP Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(v) continue in full force and effect without modification all Material Insurance Policies, except as required by applicable Law;

(vi) defend and protect the properties and assets included in the Purchased Assets and the Acquired IP Assets from infringement or usurpation;

(vii) perform all of its obligations under all Assigned Contracts and IP Agreements;

(viii) maintain all of its books and records in accordance with past practice;

(ix) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets or the Acquired IP Assets; and

(b) none of Seller or any of its Subsidiaries shall:

(i) amend its Organizational Documents;

(ii) effect any change in its authorized or issued equity;

(iii) issue, sell, transfer or dispose of, or redeem, purchase or acquire, any shares of its equity interests, or grant any equity option or right to purchase equity of Seller or any Subsidiary of Seller, or issue any security convertible into such equity, or grant any registration rights, or grant any equity appreciation, phantom stock, profit participation or similar rights;

(iv) effect any recapitalization, reclassification, equity split or like change in its capitalization;

(v) incur, commit to or make (x) any capital expenditure or (y) any other cash expenditure in excess of \$20,000 (whether in one transaction or a series of related transactions);

(vi) incur, assume, or guarantee or enter into any commitment or Contract relating to any Debt;

(vii) pay any distributions in respect of equity;

(viii) enter into any agreement which would be deemed to be a Major Contract, or waiver of any material right under, or entry into a material amendment of, any Major Contract;

(ix) enter into any transaction with any director, officer or Affiliate of Seller other than in the Ordinary Course of Business;

(x) increase the annual rate of compensation of any of its officers or employees or increase any bonus to such individual that materially increases such individual's total compensation;

(xi) take any action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant;

(xii) make any change in Seller or any Subsidiary of Seller's cash management practices and its policies, practices and procedures, including with respect to invoicing timing, collection of Accounts Receivable, establishment of reserves for uncollectible accounts, accrual of Accounts Receivable, prepayment of expenses, payment of accounts payable, accrual of other expenses, or deferral of revenue, in each case in a manner that is inconsistent with the operation of the Business and past practice;

(xiii) transfer, assign, sell or otherwise dispose of any of the assets shown or reflected in the Financial Statements or cancel any debts or entitlements;

(xiv) cause or permit any material damage, destruction or loss (whether or not covered by insurance) to its property;

(xv) make or commit to any capital investment in, or any loan to, any other Person;

(xvi) permit the imposition of any Lien upon the India Equity or any Seller assets, tangible or intangible;

(xvii) enter into a new line of business or abandon or discontinue existing lines of business;

(xviii) adopt any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(xix) make any change in any method of accounting for financial reporting;

(xx) license, sublicense, transfer, assign, terminate, dispose of, or permit to lapse any rights in any Seller Intellectual Property or IP Agreement, or disclose any material trade secret owned by Seller to any third party;

(xxi) (i) effect, permit, or change any Tax election or rescind any Tax election; (ii) file or amend any Tax Return; (iii) settle or compromise any Tax Action or agree to any adjustment of any Tax attribute; (iv) enter into any "closing agreement" within the meaning of Section 7121 of the Code (or any comparable agreement under state, local or foreign law) relating to Taxes; (v) surrender any right to claim a Tax refund; (vi) consent to waive any statute of limitations with respect to Taxes, (vii) enter into any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or other similar agreement; or (viii) apply for or enter into any ruling from any Governmental Authority with respect to Taxes;

(xxii) hire, terminate, or promote any employee, or change any of the terms of employment of any employee, including compensation, benefits, hours, or employment status;

(xxiii) effect or permit any adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, manager, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a union, in each case whether written or oral;

(xxiv) enter into any settlement, agreement to settle, waiver or other compromise of any pending or threatened Actions (A) involving potential payments by or to Seller, (B) that admit liability or consent to non-monetary relief, or (C) that otherwise are or would reasonably be expected to be material to Seller, taken as a whole, or the Business; or

(xxv) enter into any agreement to do any of the foregoing, or take any action, or fail to take any action, that would result in any of the foregoing.

5.2. Access. Prior to the Closing Date, and upon reasonable notice by Buyer to Seller from time to time, the Seller shall, and shall cause Seller and each Subsidiary of Seller to, (a) afford Buyer and its Representatives and prospective lenders and their Representatives (collectively, "Buyer Group") full and free access, during regular business hours, to Seller and each Subsidiary of Seller's personnel, assets, Contracts, and books and records, (b) furnish Buyer Group with copies of all such Contracts and books and records as Buyer may reasonably request, (c) furnish Buyer Group with such additional financial, operating, and other relevant data and information as Buyer may reasonably request, and (d) otherwise cooperate and assist, to the extent reasonably requested by Buyer, with Buyer's investigation of the business, condition (financial or otherwise), assets, results of operations, or prospects of Seller.

5.3. Notice; Update to Seller Disclosure Schedules. Prior to the Closing Date, Seller shall promptly provide written notice to Buyer after becoming aware of any breach or inaccuracy of any representation or warranty of Seller. No such notice or delivery shall be deemed to have cured any breach or inaccuracy of any representation or warranty or affect any right or remedy of Buyer under this Agreement.

5.4. Employee Matters.

(a) Seller shall pay and indemnify the Buyer Indemnified Parties from and against all Damages attributable to Liabilities related to any Benefit Plan, including any and all Liabilities related to workers' compensation claims arising on or prior

to the Closing. For the avoidance of doubt, the indemnification obligation in this Section 5.4 is separate and apart from, and is not subject to any of the limitations and other terms and conditions applicable to, the indemnification obligations of Seller set forth in ARTICLE VII, except for the limitations set forth in Sections 7.3(a), 7.3(d) and 7.4 and the procedures set forth in Section 7.2(d).

(b) Buyer will be responsible for all benefits requirements under Treasury Regulation Section 54.4980B-9 Q&A 4(a) (“COBRA Benefits”) with respect to all “M&A qualified beneficiaries”, as such term is defined in Treasury Regulation Section 54.4980B-9 Q&A 4, in connection with purchase and sale of the Purchased Assets and Assumed Liabilities.

(c) No provision of this Agreement shall create any third party beneficiary rights in any employee of Seller or any Subsidiary of Seller, or any beneficiaries or dependents thereof, with respect to the compensation, terms and conditions of employment and benefits.

5.5. Tax Matters.

(a) Tax Treatment; Purchase Price Allocation.

(i) For U.S. federal income Tax purposes, the purchase and sale of the Purchased Assets will be treated as a purchase and sale of all of the assets of Seller (other than the Acquired IP Assets).

(ii) Within sixty (60) calendar days after the determination of the Final Net Working Capital Amount, Buyer shall deliver to Seller a schedule (the “WC Schedule”) stating (i) the “Purchase Price” (as such term is defined in the IP Purchase Agreement), (ii) the “Purchase Consideration” (as such term is defined in the India Purchase Agreement), and (iii) the Aggregate Purchase Price, which, in each case, shall be binding on the Parties absent manifest error. The WC Schedule shall also allocate (x) the Purchase Price (as such term is defined in the IP Purchase Agreement) among the assets acquired by Buyer Parent pursuant to the IP Purchase Agreement (plus Assumed IP Liabilities, to the extent properly taken into account under applicable Tax Law) to the extent not attributable to interest, and (y) the Aggregate Purchase Price (plus Assumed Liabilities, to the extent properly taken into account under applicable Tax Law), to the extent not attributable to interest, among the assets of Seller (after giving effect to the IP Closing) for income Tax purposes, in each case, in accordance with the applicable provisions of the Code and the Treasury Regulations thereunder (the “Purchase Price Allocation”), which shall be binding on the Parties absent an objection delivered in writing by Seller to Buyer within 30 calendar days of receipt of such Purchase Price Allocation (the “Objection”). If Seller delivers the Objection, Buyer and Seller shall negotiate in good faith to agree to the Purchase Price Allocation. Buyer and Seller shall report, act, and file all Tax Returns and information reports consistently with the agreed-upon Purchase Price Allocation and shall not take any position during the course of any audit or other Action that is inconsistent with such agreed-upon Purchase Price Allocation, unless required to do so by applicable Law or a final determination of an applicable Tax Authority. Buyer and Seller shall make appropriate adjustments to the WC Schedule to reflect adjustments to the Aggregate Purchase Price pursuant

to this Agreement, the “Purchase Price” (as such term is defined in the IP Purchase Agreement) pursuant to the IP Purchase Agreement, or the “Purchase Consideration” (as such term is defined in the India Purchase Agreement) pursuant to the India Purchase Agreement.

(b) Tax Indemnification.

(i) Seller shall pay and indemnify the Buyer Indemnified Parties from and against any Damages attributable to (A) all Taxes of the Seller for any Tax period, (B) all Taxes of any Subsidiary of Seller for any Pre-Closing Tax Period, (C) any item described in Section 2.4(b) and (D) all Taxes of any Person (other than Seller or a Subsidiary of Seller) imposed upon Seller or any Subsidiary of Seller as a transferee or successor, by Contract or pursuant to any Law which Taxes relate to an event or transaction occurring before the Closing. For the avoidance of doubt, the indemnification obligation in this Section 5.5(b) is separate and apart from, and is not subject to any of the limitations and other terms and conditions applicable to, the indemnification obligations of Seller set forth in ARTICLE VII (other than the provisions of Section 7.3(a), which shall apply as set forth therein). Payment in full of any amount due from Seller under this Section 5.5(b) shall be made to the Buyer Indemnified Parties in immediately available funds within ten (10) calendar days after written demand is made for such payment.

(ii) For purposes of Section 5.5(b)(i)(B), any income or payroll Taxes for a Straddle Period shall be apportioned between the pre-Closing and post-Closing portions of the Straddle Period based on the actual operations of Seller or relevant Subsidiary of Seller during such portions of the Straddle Period (determined by closing the books as of the end of the Closing Date). For purposes of computing income Taxes, the amount of any item that is not attributable to a transaction or event during the applicable portion of the Straddle Period shall be allocated between the two portions of the Straddle Period in proportion to the number of days in each portion.

(iii) For purposes of Section 5.5(b)(i)(B), any non-income or payroll Taxes for a Straddle Period shall be apportioned between the pre-Closing and post-Closing portions of the Straddle Period as follows: (A) real, personal and intangible property Taxes and any other ad valorem Taxes (“*Per Diem Taxes*”) shall be apportioned between the pre-Closing and post-Closing portions of the Straddle Period on a per diem basis based on the number of days during the Straddle Period ending with and including the Closing Date and the number of days during the Straddle Period commencing on the day after the Closing Date, and (B) such Taxes that are not Per Diem Taxes, including any transactional Taxes based on sales or revenue, shall be apportioned between the pre-Closing and post-Closing portions of the Straddle Period based on the actual operations of a Subsidiary of Seller during such portions of the Straddle Period (determined by closing the books as of the end of the Closing Date).

(c) Tax Returns; Tax Contests; Cooperation on Tax Matters.

(i) Seller shall, at its sole cost and expense, prepare or cause to be prepared all Tax Returns with respect to Seller or any Subsidiary of Seller for any Tax period ending on or before the Closing Date. Seller shall make substantially complete drafts of such Tax Returns with respect to Agilience India available at least ten (10) Business Days prior to the date

such Tax Returns would be delinquent for review by Buyer to provide Buyer with an opportunity to comment on and approve such Tax Returns before filing (which approval shall not be unreasonably withheld, delayed, or conditioned). Subject to Section 5.1(b)(xxi), Seller shall timely file or cause to be filed with the appropriate Tax Authority all Tax Returns due on or prior to the Closing Date. In the event that any of such Tax Returns with respect to Agilience India are completed by Seller after the Closing Date, Buyer agrees to timely file such Tax Returns (or to cause such Tax Returns to be timely filed) in the form in which they have been agreed with Seller, and Seller agrees to make payment to Buyer in immediately available funds the full amount of any Taxes owed at least five (5) Business Days before the date payment of such Taxes is due.

(ii) Buyer shall prepare or cause to be prepared any Tax Returns with respect to Agilience India for any Straddle Period. Buyer shall make substantially complete drafts of such Tax Returns at least ten (10) Business Days prior to the date such Tax Returns would be delinquent for review by Seller to provide Seller with an opportunity to comment on and approve such Tax Returns before filing (which approval shall not be unreasonably withheld, delayed, or conditioned) and Seller agrees to make payment to Buyer in immediately available funds the full amount of any Taxes owed by Seller at least five (5) Business Days before the date payment of such Taxes is due.

(iii) Seller and Buyer shall work in good faith to resolve any disputes regarding approval of any Tax Return filed pursuant to this Section 5.5(c). Notwithstanding the foregoing, the party responsible for the filing of such Tax Return pursuant to this Section 5.5(c), shall be permitted to file such Tax Return when due; provided, that, the Parties agree to timely amend any such Tax Return to reflect the resolution of any such dispute.

(iv) Buyer and Seller shall reasonably cooperate in (A) the preparation of all Tax Returns for any Tax periods and (B) the conduct of any Tax Action, in each case, for which one party could reasonably require the assistance of the other party in obtaining any necessary information. Such cooperation shall include furnishing such information within such party's possession reasonably requested by the other party as is relevant to the preparation of the Tax Returns or the conduct of the Tax Action. Seller shall, at its sole cost and expense, control any income Tax Action with respect to Agilience India for any Tax period ending on or before the Closing Date; provided, that, (Y) Buyer shall have the right to participate in any such Tax Action at Buyer's sole cost and expense and (Z) Seller shall not settle any Tax Action relating to Agilience India without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed).

(d) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes incurred in connection with the transactions contemplated by the Transaction Documents ("Transfer Taxes") shall be paid by Seller. Buyer shall file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, Seller shall join in the execution of any such Tax Returns and other documentation.

(e) Tax Sharing Agreements. All Tax sharing agreements or similar agreements (other than commercial contracts not primarily related to Taxes entered

into in the Ordinary Course of Business for which Agilience India is not subject to any material Tax liability) by Agilience India shall be terminated prior to the India Closing, and, after the India Closing, Agilience India shall not be bound thereby or have any liability thereunder.

(f) Conflicts. In the event of any conflict or overlap between the provisions of this Section 5.5 and ARTICLE VII, the provisions of this Section 5.5 shall control.

5.6. Non-Competition; Non-Solicitation.

(a) In furtherance of the transactions contemplated by this Agreement, Seller covenants and agrees that, for a period from the Closing Date until the fifth (5th) anniversary of the Closing Date (the “Restricted Period”), Seller shall not, directly or indirectly, engage in, invest in, own, develop, manage, operate, finance, control, advise, render services to, guarantee the obligations of, be associated with, or take any action in furtherance of doing any of the foregoing with respect to, any business competitive with the Business anywhere in the world. Notwithstanding the foregoing, nothing contained in this Section 5.6 shall prohibit Seller from directly or indirectly acquiring or otherwise owning less than one percent (1%) of any class of securities (including debt) of any publicly-held company listed on any national securities exchange. Seller acknowledges that the covenants contained in this Section 5.6(a) are essential conditions for Buyer entering into this Agreement without which Buyer would not have entered into this Agreement or have paid the consideration payable by it. Seller acknowledges that the restrictions set forth herein are reasonable, valid and necessary for the protection of the legitimate interests of Buyer.

(b) During the period commencing on the Closing Date and ending on the fifth (5th) anniversary thereof, Seller shall not, directly or indirectly:

(i) cause, induce, or attempt to cause or induce any employee of Buyer or its Affiliates to terminate such Person’s relationship with Buyer or any Affiliate of Buyer;

(ii) in any way interfere with the relationship between Buyer or any Affiliate of Buyer and any of their employees;

(iii) solicit, attempt to solicit or assist any other Person in so soliciting, an employee, consultant, or otherwise, any employee of Buyer or any Affiliate of Buyer (except pursuant to a general solicitation or advertisement not directed at any employee of Buyer or any Affiliate of Buyer specifically);

(iv) solicit, induce, or otherwise cause, or attempt to solicit, induce, or otherwise cause, any customer, supplier, licensor, licensee, or any prospective customer, supplier, licensor, or licensee that has been contacted or targeted for contact by Seller or any Subsidiary of Seller on or before the Closing Date, or any other Person engaged in a business relationship with Buyer or any Affiliate of Buyer, to (i) terminate, curtail, or otherwise modify its relationship with Buyer or any Affiliate of Buyer or (ii) engage in any business with a competitor of Buyer or any Affiliate of Buyer; and

(v) interfere in any way with the relationship between Buyer or any Affiliate of Buyer and any of such current and prospective customers, suppliers, licensors, or licensees.

(c) The Parties hereby agree that irreparable damage would occur in the event that any of the provisions of Sections 5.6(a) and 5.6(b) (the “Restrictive Covenants”) were not performed in accordance with their specific terms or were otherwise breached and that Buyer would not have any adequate remedy at law. It is accordingly agreed that Buyer shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of the Restrictive Covenants and to enforce specifically the terms and provisions of the Restrictive Covenants, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Seller hereby irrevocably waives, and agrees not to attempt to assert or assert, by way of motion or other request for leave, as a defense, counterclaim or otherwise, in any action or proceeding involving the Restrictive Covenants, any claim or argument that there is an adequate remedy at law or that an award of specific performance is not otherwise an available or appropriate remedy. Any requirements for the securing or posting of any bond with such remedy are waived. Nothing herein shall affect the right of the Buyer Indemnified Parties to seek recovery against any Party hereto at law, in equity or otherwise, with respect to any covenants, agreements or obligations to be performed by such other Party or Parties.

(d) Each of the Parties acknowledges and agrees that the Restrictive Covenants are reasonable and valid in duration, geographical area, scope, and in all other respects and are reasonable and necessary to protect and preserve Buyer’s legitimate business interests, the value of the Purchased Assets and the Business, and the goodwill associated therewith, and to prevent an unfair advantage from being conferred directly or indirectly on Seller or any of its Subsidiaries. If, however, any court or arbitral authority determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants will not thereby be affected and will be given full effect without regard to the invalid portions; provided, that, if any court or arbitral authority determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration, geographic scope or breadth of such provision, such court or arbitral authority will have the power to reduce the duration, geographic scope, or breadth of such provision, as the case may be, and, in its reduced form, such provision will then be enforceable to the maximum extent permitted by applicable Law.

5.7. Post-Closing Confidentiality.

(a) Seller acknowledges the confidential and proprietary nature of the Confidential Information (as defined below) and agrees that Seller shall, except to the extent required for Seller to comply with the provisions of this Agreement or in connection with litigation or other legal proceedings relating to this Agreement or the other Transaction Documents, from and after the Closing: (i) keep the Confidential Information confidential and deliver promptly to Buyer, or immediately destroy at Buyer’s option, all embodiments and copies of the Confidential Information that are in Seller’s possession; (ii) not use the Confidential Information for any reason or purpose; and (iii) without limiting the foregoing,

not disclose the Confidential Information to any Person, in each case except with Buyer's prior written consent.

(b) Section 5.7(a) does not apply to that part of the Confidential Information that becomes generally available to the public other than as a result of a breach of this Section 5.7 by Seller.

(c) If Seller becomes compelled in any Action to make any disclosure that is prohibited by this Section 5.7, Seller shall, to the extent legally permissible, provide Buyer with prompt notice of such compulsion so that Buyer may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Section 5.7. In the absence of a protective order or other remedy, Seller may disclose that portion (and only that portion) of the Confidential Information that, based upon the reasonable opinion of Seller's counsel, Seller is legally compelled to disclose; provided, however, that Seller shall use its best efforts to obtain written assurance that any Person to whom any Confidential Information is so disclosed shall accord confidential treatment to such Confidential Information.

(d) Nothing in this Section 5.7 will diminish the protections and benefits under applicable Law to which any trade secret of Seller (or, following the IP Closing) is entitled. If any information that Seller, any Subsidiary of Seller, Buyer or Buyer Parent asserts to be a trade secret under applicable Law is found by a court of competent jurisdiction not to be such a trade secret, such information will nonetheless be considered Confidential Information of Seller for purposes of this Section 5.7.

(e) For purposes of this Section 5.7, "Confidential Information" includes any of the following information held or used by or related to Seller, Buyer or Buyer Parent as a result of the IP Closing, the India Closing or the Closing hereunder:

- (i) all information that is a trade secret;
- (ii) all information concerning product specifications, data know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planning research and development, current and planned manufacturing or distribution methods and processes, computer hardware, Software, database technologies, systems, structures and architectures; and
- (iii) all information concerning the business and affairs of Seller or any Subsidiary of Seller, including historical and current financial statements, financial projections and budgets, Tax Returns and accountants' materials, historical, current, and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer and prospect lists and files, current and anticipated customer requirements, price lists, Contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented.

(f) Seller hereby represents, warrants, covenants and agrees that the shareholders of Seller that are party to the Assigned NDAs have agreed and consented to the assignment by Seller of all of its rights under the Assigned NDAs to Buyer pursuant to

Section 2.1(l), and neither Seller nor any such shareholder has taken or shall take any action to amend, modify, reduce, limit, waive or terminate any of such rights.

5.8. Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no Party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement; provided, however, that at any time following a public announcement (if any), made in accordance with the provisions of this Section 5.8, of the execution of this Agreement or the completion of the contemplated transactions, each Party shall have the right to promote, via press release or other public or industry marketing and advertising channels, the news of its investment in Seller or purchase of assets therefrom, the execution of this Agreement, and/or the completion of the contemplated transactions, so long as such statements are limited to the same information that is disclosed in any public announcement issued by Buyer (or by Seller with Buyer's consent as set forth in this section) and only after that announcement is made.

5.9. Further Assurances. The Parties shall use their commercially reasonable efforts to do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as any other Party may reasonably request in order to carry out the intent and purposes of this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereby and thereby. Without limiting the generality of the foregoing, the Parties shall use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals that become necessary as a result of the consummation of the transactions contemplated by this Agreement, and each Party shall cooperate with the other Party in seeking to obtain such consents, authorizations, orders and approvals. In the event any Party becomes aware of any investigation opened by any Governmental Authority, such Party will notify all other Parties of the investigation and the Parties will cooperate in good faith in their conduct with respect to the investigation. Notwithstanding the foregoing, nothing in this Section 5.9 shall require, or be construed to require, Buyer or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Buyer or any of its Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Buyer of the transactions contemplated by this Agreement, the IP Purchase Agreement and the other Transaction Documents; or (iii) any material modification or waiver of the terms and conditions of this Agreement or the IP Purchase Agreement.

5.10. Exclusive Dealing. Until this Agreement shall have been terminated pursuant hereto or until the Closing shall have occurred, neither Seller nor any Affiliate of Seller shall, and Seller shall cause each of its Representatives not to, directly or indirectly, solicit, initiate, encourage, or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to, or consider the merits of any inquiries or proposals from any Person (other than Buyer) relating to any business combination transaction involving Seller

(or any Seller Subsidiary), however structured, including the sale of the Business or any portion thereof of Seller (or any Seller Subsidiary), or any equity security of Seller (or any Seller Subsidiary), or any merger, consolidation, or similar transaction or arrangement. Seller shall notify Buyer in writing of any such inquiry or proposal within 24 hours of receipt thereof by Seller, any Affiliate of Seller, or any of their respective Representatives, which notice shall identify the Person making such inquiry or proposal and the material terms and conditions thereof.

5.11. Employee Matters.

(a) Commencing on the Closing Date, Seller shall terminate all employees of Seller who are actively at work on the Closing Date, and, at Buyer's sole discretion, Buyer may offer employment, on an "at will" basis, to any or all of such employees.

(b) Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of Seller or the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or, except as set forth in Section 5.11(d) below, severance pay, for any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date.

(c) Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of Seller or the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of Seller or the Business which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due. With respect to any terminated employees of Seller that Buyer, in its sole discretion, elects to employ on or following the Closing Date, Buyer shall be solely responsible for any and all Liabilities and claims relating to Buyer's employment or termination of such employee of Buyer following the Closing.

(d) Upon Seller's delivery to Buyer of a duly executed release from each terminated employee of Seller listed on Schedule 5.11, which release shall include Buyer, Buyer Parent and each of their respective Affiliates and Representatives as released parties thereunder and which shall be in the form attached hereto as Exhibit E ("Employee Release"), and following the expiration of any revocation period set forth in such terminated employee's Employee Release, and Buyer's receipt of confirmation (or other reasonably satisfactory evidence) that such terminated employee has not revoked such Employee Release, Buyer Parent or Buyer shall pay Seller the respective severance and other termination payment amount for such terminated employee set forth on Schedule 5.11,

and Seller shall promptly pay such severance and termination amount to such terminated employee (unless previously paid to such employee), less the amount of applicable withholdings for Taxes which Seller shall pay to the applicable Tax Authorities. Buyer Parent shall be responsible for making the foregoing payments to Seller in accordance with the provisions of the immediately preceding sentence until such time as Buyer Parent has paid an aggregate amount of such payments totaling \$429,308, after which Buyer shall be responsible for making such payments to Seller in accordance with the provisions of the immediately preceding sentence; provided, however, that if Buyer Parent does not fulfill its payment obligations to Seller in accordance with this sentence and the immediately preceding sentence, then Buyer shall fulfill such payment obligations on behalf of Buyer Parent.

5.12. Seller Bank Accounts. On the Closing Date, Seller shall (i) close all of its bank accounts into which Seller's customers, resellers or other contractual counterparties pertaining to the Business (collectively, "Seller Payors") wire or deposit funds to Seller, and (ii) notify all such Seller Payors by e-mail and in writing to remit all payments directly to Buyer (or Buyer Parent), in the manner set forth on Schedule 5.12. Seller shall hold in trust for Buyer (or Buyer Parent) all payments, deposits, checks or funds received by Seller from any Seller Payor on or following the Closing Date, and shall promptly (and in any event no later than 3 Business Days following Seller's receipt thereof) forward and deliver to Buyer (or Buyer Parent) all such payments, deposits, checks or funds so received by Seller, in the manner set forth on Schedule 5.12. For the avoidance of doubt, in no event shall Buyer or Buyer Parent be, or be deemed to be, a Seller Payor.

5.13. Agilience India Cash and Intercompany Amounts. Seller hereby covenants and agrees that, (i) prior to the Closing Date, Seller and Agilience India shall have paid in full and fully and indefeasibly satisfied all intercompany receivables and intercompany payables between Agilience India, on the one hand, and Seller and its shareholders (and their respective Affiliates and Representatives), on the other hand, and (ii) on the date of the IP Closing and on the Closing Date (or, if later, the date on which Buyer pays Seller for the India Cash in accordance with the provisions of the India Purchase Agreement following Agilience India's receipt of the funds in the amount of Six Hundred Thousand Dollars (\$600,000) that were wire transferred by Seller to Agilience India on October 13, 2017 to settle Seller's account payable to Agilience India), Agilience India's bank deposit accounts shall have a net positive aggregate account balance of not less than Six Hundred Eighty Three Thousand Dollars (\$683,000) (the "India Cash"). Seller hereby acknowledges and agrees that the "Purchase Consideration" (as such term is defined in the India Purchase Agreement) to be paid by Buyer Parent to Seller pursuant to the India Purchase Agreement has been increased from Two Hundred Twenty Eight Thousand Three Hundred Eight Dollars (\$228,308) to account for Buyer Parent's acquisition of the India Cash (at a mutually agreed valuation of 80% of the face amount of the India Cash) at the India Closing (by way of its acquisition of the India Equity at the India Closing), and thus the India Cash shall belong to and remain with Agilience India at and following the India Closing and the Closing hereunder.

ARTICLE VI CONDITIONS TO CLOSING

6.1. Condition to the Obligations of Each Party. The obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver of the following: There will not have been commenced or threatened any Action (i) involving any challenge to, or seeking relief (monetary or otherwise) in connection with any transactions contemplated hereby or (ii) that could have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any transactions contemplated hereby.

6.2. Conditions to Obligation of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions:

(a) Representations and Warranties. (i) Subject to the immediately following clause (ii), all of the representations and warranties of Seller in this Agreement shall have been true and correct in all material respects as of the Effective Date, and shall be true and correct in all material respects as of the time of the Closing hereunder and as of the time of the IP Closing and the India Closing as if then made and (ii) each of the Fundamental Representations of Seller, the representations and warranties of Seller contained in Section 3.25, and the representations and warranties of Seller in this Agreement that contain an express materiality qualification, shall have been true and correct in all respects as of the Effective Date, and shall be true and correct in all respects as of the time of the Closing as if then made.

(b) Covenants. Seller shall have complied in all material respects with all of the covenants and obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Governmental Authorizations. Buyer and Buyer Parent shall have received any governmental authorizations as are necessary or which they consider desirable to allow Buyer and Buyer Parent to own and operate the business of Seller from and after the Closing (and the closings under the IP Purchase Agreement and the India Purchase Agreement).

(d) No Material Adverse Effect. Seller shall not have suffered a Material Adverse Effect.

(e) Closing Consents. Seller shall have obtained copies of all duly and validly executed consents, approvals, and notices set forth on Schedule 6.2(e) to this Agreement (the “Closing Consents”).

(f) IP Purchase. The transactions contemplated by the IP Purchase Agreement shall have been consummated and the IP Closing shall have occurred.

(g) India Purchase. The transactions contemplated by the India Purchase Agreement shall have been consummated concurrently with the Closing and the India Closing shall occur concurrently with the Closing.

(h) Seller's Closing Deliveries. Seller shall have delivered, or cause to be delivered, to Buyer the deliveries set forth in Section 2.9.

6.3. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction and waiver of the following conditions:

(a) Representations and Warranties. (i) Subject to the immediately following clause (ii), (i) all representations and warranties of Buyer contained in ARTICLE IV shall have been true and correct in all material respects as of the Effective Date, and shall be true and correct in all material respects as of the time of the Closing as if then made, and (ii) the Fundamental Representations of Buyer and the representations and warranties of Buyer contained in Section 4.5 shall have been true and correct in all respects as of the Effective Date, and shall be true and correct in all respects as of the time of the Closing as if then made.

(b) Covenants. Buyer shall have complied in all material respects with all of the covenants and obligations required to be performed by Buyer under this Agreement at or prior to the Closing Date.

(c) Buyer's Closing Deliveries. Buyer shall have delivered, or cause to be delivered, to Seller the deliveries set forth in Section 2.10.

ARTICLE VII INDEMNIFICATION

7.1. Survival. The representations and warranties contained in this Agreement and the certificates delivered pursuant to this Agreement shall expire automatically upon the occurrence of the Closing and be of no further force or effect following the Closing, except that (a) the representations and warranties contained in Section 3.15(a) (Title to Assets) and Section 3.25 (Brokers and Finders) of this Agreement, Section 2.5 (Title to Assets) of the IP Purchase Agreement, and Sections 4.2(b) and 4.2(c) of the India Purchase Agreement shall survive until thirty (30) calendar days following the expiration of the applicable statute of limitations, (b) the representations and warranties contained in Section 3.16 (Intellectual Property) of this Agreement, Section 2.6 (IP Agreements) of the IP Purchase Agreement and Section 4.2(f) of the India Purchase Agreement, shall survive until the end of the three (3) year period following the Closing Date, and (c) the representations and warranties contained in Section 3.19 (Taxes) of this Agreement and Sections 4.2(h) and 4.2(i) of the India Purchase Agreement shall survive until sixty (60) calendar days following the expiration of the applicable statute of limitations (the representations and warranties set forth in the foregoing clauses (a) through (c), collectively, the "Fundamental Representations"). If written notice of a specific claim has been given in accordance with Section 7.2(d) prior to the expiration of the applicable representation or warranty set forth in any of the foregoing clauses (a) through (c) in the

immediately preceding sentence, then the applicable representation or warranty shall survive only as to such specified claim, until such claim has been finally resolved. The covenants and agreements set forth in this Agreement shall survive until performed.

7.2. General Indemnification.

(a) By Seller. From and after the IP Closing, and subject to the limitations set forth in this Article VII (including Section 7.3), Seller shall indemnify, defend, save and hold harmless Buyer, Buyer Parent and (without duplication) their Affiliates, successors and assigns and each of the foregoing's respective officers, directors, employees and agents (collectively, the "Buyer Indemnified Parties") from and against, and shall reimburse the Buyer Indemnified Parties for, any and all Damages arising out of, resulting from (i) any inaccuracy in or breach of any Fundamental Representation, provided, that, for purposes of determining the amount of Damages (but not for purposes of determining whether there is a breach pursuant to this clause (i)), the foregoing representations and warranties shall not be deemed qualified by any materiality qualifications (such as "material," "in all material respects," and "Material Adverse Effect"); (ii) the breach or non-fulfillment of any covenant, obligation or agreement to be performed by Seller contained in the Transaction Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to any of the Transaction Documents, including any indemnification obligations of Seller pursuant to Section 5.4, Section 5.5 or this Section 7.2; or (iii) any Excluded Asset or any Excluded Liability.

(b) By Buyer. From and after the IP Closing, and subject to the limitations set forth in this Article VII (including Section 7.3), Buyer shall indemnify, defend, save and hold harmless Seller, its Affiliates and each of the foregoing's respective officers, directors, employees and agents (collectively, the "Seller Indemnified Parties") from and against any and all Damages arising out of or resulting from (i) any inaccuracy in or breach of any representation or warranty made by Buyer or Buyer Parent in the Transaction Documents or in any certificate or instrument delivered by or on behalf of Buyer or Buyer Parent, as the case may be, pursuant to any of the Transaction Documents; (ii) the breach or non-fulfillment of any covenant, obligation or agreement to be performed by Buyer or Buyer Parent contained in the Transaction Documents or in any certificate or instrument delivered by or on behalf of Buyer or Buyer Parent, as the case may be, pursuant to any of the Transaction Documents, or (iii) any Assumed Liability.

(c) [Intentionally Omitted].

(d) Procedure. Any Party seeking indemnification under this Section 7.2 (an "Indemnified Party") shall give the Party from whom indemnification is being sought (an "Indemnifying Party") notice of any matter which such Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement as soon as practicable after the Party entitled to indemnification becomes aware of any fact, condition or event which reasonably may give rise to Damages for which indemnification may be sought under this Section 7.2. The liability of an Indemnifying Party under this Section 7.2 with respect to Damages arising from claims of any third party which are subject to the indemnification provided for in this Section 7.2 ("Third Party

Claims”) shall be governed by and contingent upon the following additional terms and conditions: if an Indemnified Party shall receive notice of any Third Party Claim, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim within twenty (20) calendar days of the receipt by the Indemnified Party of such notice; provided, that, the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Section 7.2, except to the extent the Indemnifying Party is materially prejudiced by such failure. The Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within thirty (30) calendar days of the receipt of such notice from the Indemnified Party; provided, that, if there exists a material conflict of interest (other than one that is of a monetary nature) that would make it inappropriate for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, at the expense of the Indemnifying Party. If the Indemnifying Party shall not assume the defense of any Third Party Claim or litigation resulting therefrom, the Indemnified Party may defend against such claim or litigation in such manner as it may deem appropriate and may settle such claim or litigation on such terms as it may deem appropriate; provided, that, in settling any action in respect of which indemnification is payable under this ARTICLE VII, it shall act reasonably and in good faith. In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, all witnesses, pertinent records, materials and information in the Indemnified Party’s possession or under the Indemnified Party’s control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, all such witnesses, records, materials and information in the Indemnifying Party’s possession or under the Indemnifying Party’s control relating thereto as is reasonably required by the Indemnified Party. The Indemnifying Party shall not, without the written consent of the Indemnified Party, (i) settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include an unconditional written release by the claimant or plaintiff of the Indemnified Party from all liability in respect of such Third Party Claim or (ii) settle or compromise any Third Party Claim if the settlement imposes equitable remedies or obligations on the Indemnified Party other than financial obligations for which such Indemnified Party will be indemnified hereunder. No Third Party Claim which is being defended in good faith by the Indemnifying Party in accordance with the terms of this Agreement shall be settled or compromised by the Indemnified Party without the written consent of the Indemnifying Party.

(e) Definition of Damages. The term “Damages” means any and all costs, losses, Taxes, liabilities, obligations, damages, lawsuits, deficiencies, claims, demands and expenses (whether or not arising out of Third Party Claims), including reasonable and documented attorneys’ fees and amounts paid in investigation, defense or settlement of any of the foregoing, excluding punitive damages.

7.3. Limits on Indemnification. Notwithstanding anything to the contrary contained in this Agreement:

(a) notwithstanding anything to the contrary herein or in the IP Purchase Agreement or any other Transaction Document, the maximum aggregate liability of Seller pursuant to this Agreement (including the obligations in Sections 2.7, 5.4 and 5.5 and Article VII) and the IP Purchase Agreement and all other Transaction Documents shall be an amount equal to the Combined Purchase Price;

(b) notwithstanding anything else to the contrary herein or in any other agreement or Transaction Document, and without limiting any of the other limitations on liability set forth in this Article VII, the maximum aggregate liability of Buyer and Buyer Parent pursuant to this Agreement, the IP Purchase Agreement and all other Transaction Documents shall be an amount equal to the Combined Purchase Price plus any Assumed Liabilities plus, solely for purposes of satisfying any indemnity claims against Buyer pursuant to clauses (ii) and (iii) of Section 7.2(b), \$675,000;

(c) the right to indemnification, payment, reimbursement, or other remedy based upon any representation, warranty, covenant, or obligation will not be affected by any investigation conducted or any Knowledge acquired at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of, or compliance with, such representation, warranty, covenant, or obligation;

(d) if an Indemnified Party recovers Damages from an Indemnifying Party under Section 5.4, Section 5.5 or Section 7.2, the Indemnifying Party shall be subrogated, to the extent of such recovery, to the Indemnified Party's rights against any third party with respect to such recovered Damages subject to the subrogation rights of any insurer providing insurance coverage under one of the Indemnified Party's policies and except to the extent that the grant of subrogation rights to the Indemnifying Party is prohibited by the terms of the applicable insurance policy; and

(e) the waiver of any condition relating to any representation, warranty, covenant, or obligation will not affect the right to indemnification, payment, reimbursement or other remedy based upon such representation, warranty, covenant, or obligation.

7.4. Exclusive Remedy. Absent intentional fraud, intentional misrepresentation, or willful misconduct and without limitation of Buyer's right to an adjustment to the Aggregate Purchase Price under Section 2.7 or any indemnity rights or obligations set forth in ARTICLE V, from and after the Closing, the remedies contained in this ARTICLE VII shall be the sole and exclusive remedy of any Party or indemnitee hereunder for monetary recovery, including Damages (whether based on contract, tort or any other theory) for any and all matters relating to this Agreement, the IP Purchase Agreement and any and all other Transaction Documents or otherwise relating to the transactions contemplated herein and therein.

7.5. Tax Treatment. The Parties agree that any Damages or any similar item paid pursuant to this Agreement shall be treated as an adjustment to the Aggregate Purchase Price for Tax purposes and the Parties shall treat it as such on their Tax Returns.

ARTICLE VIII TERMINATION

8.1. Generally. This Agreement may be terminated by written notice given at or prior to the Closing Date in the manner hereafter provided as follows:

(a) by mutual written consent of Buyer and Seller at any time prior to the Closing Date;

(b) by either Buyer or Seller, as the case may be, (i) if the Closing has not occurred on or before [October 31, 2017] (the "Outside Date") or (ii) if the terminating Party's conditions to the Closing cannot be reasonably satisfied by the Outside Date; provided, that, no Party may terminate this Agreement pursuant to this Section 8.1(b) if such Party has failed to comply with its obligations under this Agreement in any material respect and has not adequately cured such failure on or before the Outside Date;

(c) by Buyer if Seller is in breach of this Agreement in any material respect and (i) has failed to cure such breach within ten (10) days of the receipt by Seller of written notice of such breach from Buyer to the extent such breach is reasonably capable of being cured in such period or (ii) if such breach cannot reasonably be cured by Seller within such ten (10) day period, Seller shall have either failed to commence the curing of such breach within such ten (10) day period or thereafter failed to use their commercially reasonable efforts to cure such breach as promptly as practicable; or

(d) by Seller if Buyer is in breach of this Agreement in any material respect and (i) has failed to cure such breach within ten (10) days of the receipt by Buyer of written notice of such breach from Seller to the extent such breach is reasonably capable of being cured in such period or (ii) if such breach cannot reasonably be cured by Buyer within such ten (10) day period, Buyer shall have either failed to commence the curing of such breach within such ten (10) day period or thereafter failed to use their commercially reasonable efforts to cure such breach as promptly as practicable.

8.2. Effect of Termination. The rights of termination under Section 8.1 are in addition to any other rights the Parties may have under this Agreement and the exercise of a right of termination will not be an election of remedies. In the event of the termination of this Agreement in accordance with this ARTICLE VIII, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except as expressly set forth in this Agreement (including with respect to the IP Purchase Agreement), including:

(a) as set forth in Section 5.8 (Public Announcements), this ARTICLE VIII, and ARTICLE IX hereof; and

(b) that nothing herein shall relieve any party hereto from liability for any intentional or willful failure to perform or comply with this Agreement prior to the date of termination, or constitute a waiver of any claim with respect thereto.

ARTICLE IX MISCELLANEOUS

9.1. Incorporation by Reference. Each Exhibit and Schedule attached hereto and referred to herein is incorporated in this Agreement by reference and shall be considered part of this Agreement as if fully set forth herein, unless this Agreement expressly otherwise provides.

9.2. Notices. All notices, requests, instructions, claims, demands, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given (a) when received, if delivered personally, (b) on the second (2nd) Business Day after deposit with FedEx or other generally recognized overnight courier service of national standing (providing proof of delivery) for overnight delivery with proper fees prepaid or (c) on the Business Day on which it is sent by email during the recipient's regular business hours (or on the next Business Day after transmission if sent after the recipient's regular business hours) with confirmed receipt the day of transmission, with a copy promptly sent in accordance with the provisions of the preceding clause (a) or (b), to the Parties at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Seller:

Agiliance, Inc.
845 Stewart Dr., Suite D
Sunnyvale, CA 94085
Telephone: (408) 200-0400
Email: jfantuzzi@RiskVisionInc.com
Attention: Joe Fantuzzi

With a copy to:

Cooley LLP
3175 Hanover St.
Palo Alto, California 94304
Telephone: (650) 843-5000
Email: HEMINGTONMB@cooley.com
Attention: Matthew Hemington

If to Buyer:

Resolver Inc.
111 Peter Street West, Suite 804
Toronto, Ontario M5V 2H1
Canada
Telephone: +1-888-316-6747
Email: legal@resolver.com
Attention: Law Department

With a copy to:

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, California 90071
Telephone: (213) 683-9100
Email: Samuel.Greenberg@mto.com
Attention: Samuel T. Greenberg

9.3. Entire Agreement. This Agreement and the other Transaction Documents, including the Exhibits and Schedules hereto and thereto, and the other agreements and written understandings referred to herein or therein or otherwise entered into by the Parties on the date hereof, constitute the entire agreement and understanding of the Parties, and supersede all other prior covenants, agreements, undertakings, obligations, promises, arrangements, communications, representations and warranties, whether oral or written, by any Party or by any director, officer, employee, agent, Affiliate or representative of any Party. There are no representations, warranties, covenants, agreements, obligations or understandings, oral or written, with respect to the subject matter of the Transaction Documents other than those expressly set forth or referred to in the Transaction Documents.

9.4. Governing Law. This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated hereby (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by and interpreted, construed and determined in accordance with, the internal Laws of the State of Delaware (without regard to any conflicts of law provision that would require the application of the Law of any other jurisdiction).

9.5. Venue; Waiver of Jury Trial.

(a) The Court of Chancery of the State of Delaware sitting in New Castle County, or Federal court of the United States of America, sitting within New Castle County in the State of Delaware, and any respective appellate court, will have exclusive jurisdiction over all disputes between the Parties hereto arising out of or relating to this Agreement and the other Transaction Documents. The Parties hereby consent to and agree to submit to the exclusive jurisdiction of such courts. Each of the Parties waives, and

agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party is not personally subject to the jurisdiction of such courts, (ii) such party and such party's property is immune from any legal process issued by such courts or (iii) any litigation commenced in such courts is brought in an inconvenient forum. Without limiting the foregoing, each Party agrees that service of process on such party as provided in Section 9.2 shall be deemed effective service of process on such party.

(b) THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.6. Transaction Expenses. Whether or not the transactions contemplated by this Agreement are consummated, each Party shall pay its own fees, costs and expenses incident to the negotiation, preparation, drafting, execution, delivery, performance and closing of this Agreement and the transactions contemplated hereby, including the fees and expenses of its own counsel, accountants and other experts. Any Party shall be entitled to exercise any right of setoff or to offset any amounts payable by such Party to another Party against any amounts in whatever form (including any claim for indemnification or payment) otherwise due to such Party under this Agreement from such other Party hereto or an Affiliate of such other Party.

9.7. Amendments; No Waivers; Cumulative Remedies. This Agreement may only be amended modified by a written document signed by Buyer and Seller. Any waiver of any provision of this Agreement shall only be valid in made in writing by the Party or Parties entitled to the benefit of such provision, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure not so specifically waived.

9.8. Assignments; No Third Party Rights.

(a) Buyer shall not assign any of its rights, interest or obligations under this Agreement (other than to an Affiliate or in connection with a collateral assignment of rights to a lender) without the prior written consent of Seller (which consent may be granted or withheld in Seller's sole discretion) and any purported assignment without such consent shall be void; provided, that, Buyer may assign its rights and obligations under this Agreement in whole or in part to any of its Affiliates without the prior written consent of Seller (provided that Buyer shall remain primarily liable hereunder following any such assignment and shall be deemed to have guaranteed the performance of its obligations hereunder by any such assignee).

(b) Seller shall not assign any of its rights, interest or obligations under this Agreement without the prior written consent of Buyer (which consent may be granted or withheld in Buyer's sole discretion) and any purported assignment without such consent shall be void.

(c) Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties and the Indemnified Parties, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this

Agreement or any provision of this Agreement, except as expressly set forth herein. This Agreement and all of its provisions and conditions are binding upon, are for the sole and exclusive benefit of, and are enforceable by the Parties and the Indemnified Parties and their respective successors and permitted assigns.

9.9. Enforcement of this Agreement. The Parties agree that money damages or other remedy at law would not be sufficient or adequate remedy for any breach or violation of, or default under, this Agreement by them and that, in addition to all other remedies available to them, each of them shall be entitled to the fullest extent permitted by Law to an injunction restraining such breach, violation or default and to other equitable relief, including specific performance, with bond or other security being required.

9.10. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless such a construction would be unreasonable.

9.11. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. The Parties acknowledge that each will be relying upon the timely performance by the others of their obligations hereunder as a material inducement to each Party's execution of this Agreement.

9.12. Seller Disclosure Schedules. The disclosures in the Seller Disclosure Schedules hereto that qualify any representation or warranty herein relate only to such representation or warranty in the specific section of this Agreement to which they expressly relate, and shall not relate to or qualify any other representation or warranty except to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is relevant to such other representation or warranty.

9.13. Construction. Each and every provision of this Agreement and any related agreements and documents reflect a negotiated outcome and, as such, shall be construed such that the Parties participated jointly and equally in the drafting of the same. Any rule of construction providing that a document or provision should be construed in the light least favorable to the drafting Party shall be inapplicable to this Agreement or any related agreement or document. Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

9.14. Headings. The headings used in this Agreement have been inserted for convenience of reference only, and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of this instrument by facsimile or

electronically (e.g., PDF format) of the signature of the Party or an officer of a Party shall constitute due execution and delivery by that Party and shall bind that Party to the terms and conditions contained herein.

9.16. Independent Counsel. BY SIGNING THIS AGREEMENT, EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT SUCH PARTY (A) HAS READ THIS AGREEMENT CAREFULLY, (B) IS SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, (C) HAS BEEN, OR HAS HAD THE OPPORTUNITY TO BE, REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF SUCH PARTY'S OWN CHOOSING REGARDING THE NEGOTIATION OF THIS AGREEMENT AND SUCH PARTY'S RIGHTS AND OBLIGATIONS HEREUNDER, AND (D) FULLY UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED HEREIN.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have entered into and signed this Agreement as of the date and year first above written.

BUYER

RESOLVER SOAR LLC

By: Will
Name: William Alexander Anderson
Title: Authorized Person

SELLER

AGILIANCE, INC.

By: _____
Name:
Title:

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the Parties have entered into and signed this Agreement as of the date and year first above written.

BUYER

RESOLVER SOAR LLC

By: _____
Name:
Title:

SELLER

AGILIANCE, INC.

By: Joe Fantuzzi
Name: Joe Fantuzzi
Title:

Exhibit A

IP Purchase Agreement

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (including the Exhibits and Schedules hereto, this “Agreement”) is entered into as of October 16, 2017 (the “Effective Date”), by and between Resolver Inc., a corporation formed under the laws of Canada (“Buyer”), and Agiliance, Inc., a Delaware corporation (“Seller”). Buyer and Seller are sometimes referred to collectively as the “Parties” or individually as a “Party” hereunder.

RECITALS

WHEREAS, Resolver SOAR LLC, an indirect subsidiary of Buyer (“SOAR”), Seller and certain other Persons entered into that certain Asset Purchase Agreement, dated as of October 16, 2017 (the “APA”), pursuant to which SOAR shall, subject to the terms and conditions therein, acquire certain assets of Seller, and as a condition precedent to consummating the transactions contemplated thereby, the Parties are required to execute and consummate the transactions contemplated by this Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the APA; and

WHEREAS, Buyer desires to purchase and acquire from Seller, and Seller desires to sell to Buyer, the Acquired IP Assets (as defined below) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth hereinafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

**ARTICLE 1
PURCHASE AND SALE; CLOSING**

1.1 **Purchase and Sale.** For the consideration specified in Section 1.4, Buyer hereby purchases and acquires from Seller, and Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, all of Seller's right, title and interest in, to and under (i) all Intellectual Property used or held for use in the conduct of the Business including, without limitation, all Seller Intellectual Property, Seller IP Registrations, and Seller Software, and (ii) the IP Agreements (“Assigned Agreements”; and clauses (i) and (ii) collectively, the “Acquired IP Assets”), in each case free and clear of any Liens.

1.2 **Assumed Liabilities.** Buyer hereby assumes all obligations and liabilities (a) in respect of the Acquired IP Assets (other than the Assigned Agreements), and (b) under the Assigned Agreements, but in each case only to the extent that such obligations and liabilities in respect thereof or thereunder are required to be performed after the Closing Date, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller or any Affiliate thereof on or prior to the Closing (collectively, the “Assumed Liabilities”).

1.3 **Excluded Liabilities.** Buyer shall not assume under this Agreement, or otherwise pursuant to this Agreement be responsible or liable for, and Seller shall continue to be solely responsible and liable for (except as expressly set forth in any other agreement between Seller and

Buyer), all obligations and liabilities of Seller other than the Assumed Liabilities (collectively, the “Excluded Liabilities”), including without limitation:

- (a) any obligations and liabilities attributable to the ownership of the Acquired IP Assets prior to Closing or to the transfer thereof to Buyer at Closing;
- (b) any Taxes of Seller or in respect of the Business;
- (c) any liability under any Contract that is not an Assigned Agreement;
- (d) any obligations and liabilities under the Assigned Agreements arising on or prior to Closing; and
- (e) any liability of Seller based on Seller’s (or any of its Affiliates’) breach, violation of default occurring prior to, on, or after the Closing.

1.4 **Purchase Price.** The aggregate purchase price (the “Purchase Price”) for the Acquired IP Assets shall be (a) Four Million Seventy Thousand Six Hundred Ninety-Two Dollars (\$4,070,692) (the “Cash Purchase Price”), (b) the assumption of the Assumed Liabilities, and (c) the sum of any amounts paid by Buyer to Seller under Section 4.4 of this Agreement and Section 5.11(d) of the APA. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Buyer shall pay to Seller (and/or to holders of Debt of Seller on Seller’s behalf to the extent set forth on Schedule 1.4) an amount equal to the Cash Purchase Price, by wire transfer of immediately available funds in accordance with the flow of funds memorandum included in Schedule 1.4.

1.5 **Closing.** The purchase and sale provided for in this Agreement (the “Closing”) shall take place upon the terms and subject to the conditions set forth herein, concurrently with the execution of this Agreement, which shall be referred to as the Effective Date (also referred to herein as the “Closing Date”), pursuant to the electronic exchange of signature pages, or at such time, place and date as Buyer and Seller may mutually agree. The Closing shall be deemed to occur at 11:59 p.m. Eastern (United States) time on the Closing Date.

1.6 **Closing Obligations.** At the Closing:

- (a) Seller shall deliver to Buyer:
 - (i) all of the Acquired IP Assets;
 - (ii) copies of all the Assigned Agreements;
 - (iii) a duly executed assignment and assumption agreement with respect to the Acquired IP Assets and the Assumed Liabilities, in the form attached hereto as Exhibit A (the “Assignment and Assumption Agreement”);
 - (iv) a duly executed Intellectual Property Assignment Agreement, in the form attached hereto as Exhibit B (the “IP Assignment Agreement”);
 - (v) evidence, in the form of UCC-3 termination statements or other termination instruments in a form reasonably satisfactory to Buyer, that all Liens in

favor of any lender or holder of any Debt of Seller outstanding on the Closing Date have been terminated and are of no further force or effect.

(vi) a closing certificate executed by the President of Seller in the form attached hereto as Exhibit C; and

(vii) an appropriate statement conforming to the requirements of Treasury Regulations Section 1.1445-2(b)(2) in form and substance reasonably satisfactory to Buyer.

(b) Buyer will deliver:

(i) to Seller (and/or to holders of Debt of Seller on Seller's behalf to the extent set forth on Schedule 1.4) the Cash Purchase Price, by wire transfer of immediately available funds in accordance with the flow of funds memorandum included in Schedule 1.4;

(ii) to Seller a duly executed copy of the Assignment and Assumption Agreement; and

(iii) to Seller a duly executed copy of the IP Assignment Agreement.

1.7 Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer shall be entitled to deduct and withhold from any amounts otherwise payable to any Person pursuant to this Agreement any amount as required to be deducted and withheld with respect to the making of such payment under the Code, or any other provision of Tax law. To the extent that amounts are so withheld or deducted by Buyer and remitted to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made by Buyer. If Buyer so deducts or withholds any such amounts pursuant to this Section 1.7, Buyer shall remit any such withholding to the appropriate Governmental Authority and shall promptly deliver to Seller copies of all correspondence or other communications with such Governmental Authority regarding such withheld amounts and remittance of the same.

1.8 Savings Clause. Notwithstanding anything to the contrary herein, this Agreement shall not constitute an agreement to assign or transfer any Assigned Agreement if an assignment or transfer or an attempt to make such an assignment or transfer of such Contract without the consent of a third party would constitute a breach or violation thereof or affect adversely the rights of Buyer thereunder, unless otherwise specifically consented to by Buyer.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents to Buyer as follows:

2.1 Organization and Good Standing. Seller is duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

2.2 Authority and Enforceability. Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller and, assuming due execution and delivery by Buyer, when executed and delivered by Seller, constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, preference, moratorium or other similar Laws now or hereafter in effect relating to or affecting creditors generally or by general equity principles and, with respect to the remedy of specific performance and other forms of equitable relief, by equitable defenses and the discretion of the court before which any proceeding may be brought.

2.3 Non-Contravention. Subject to the provisions of Section 2.4 regarding authorizations, consents and approvals, the execution and delivery of this Agreement by Seller does not, and its performance hereunder, and the consummation of the transactions contemplated hereby will not: (a) violate any provision of the Organizational Documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller; (c) violate or constitute a breach of or default under (with or without notice or lapse of time, or both), or permit termination, modification or acceleration under, any Contract to which Seller is bound; (d) violate any Law or Order of any Governmental Authority applicable to Seller; or (e) result in the imposition or creation of any Lien upon or with respect to any of the properties or assets of Seller.

2.4 Consents. Execution and delivery by Seller of this Agreement, its performance hereunder, and the consummation of the transactions contemplated hereby do not require: (a) any authorization, consent, notice, waiver or approval of any non-governmental Person under any Contract or other obligation to which Seller is party or by which their assets are bound; or (b) any authorization, consent, approval, certification, license or order of, or any filing with, any Governmental Authority.

2.5 Title to Assets. Seller has good, valid and marketable title to the Acquired IP Assets that constitute Registered IP, and Seller owns and has the right to convey to Buyer hereunder all other Acquired IP Assets that do not constitute Registered IP, except those Acquired IP Assets specifically identified in the Seller Disclosure Schedules as owned by a Person other than Seller. The Acquired IP Assets are free and clear of Liens. "Registered IP" means all Acquired IP Assets that are registered, filed, issued or granted under the authority of, with or by, any Governmental Authority, including all patents, registered copyrights, registered trademarks, domain names and all applications for any of the foregoing.

2.6 **IP Agreements.** Schedule 2.6 contains a true, correct and complete list of all Assigned Agreements. The Assigned Agreements constitute all of the Contracts of Seller with respect to Intellectual Property that relate to any Seller Intellectual Property or are material to the operation of the Business, except for Contracts under which Seller is granted the right to use Off-the-Shelf Software. Seller has made available to Buyer complete and correct copies of all Assigned Agreements. Each Assigned Agreement is in full force and effect and enforceable, and Seller is not in breach thereof or default thereunder, and, to the Knowledge of Seller, no other party to any such Assigned Agreement is in breach or default thereof. To the Knowledge of Seller, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Assigned Agreement or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.

2.7 **APA Representations and Warranties.** Article III (Seller Representations and Warranties) of the APA is hereby incorporated by reference as if fully set forth herein and each of the provisions thereof is hereby represented and warranted by Seller to Buyer hereunder.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 **Organization and Good Standing.** Buyer is duly organized, validly existing and in good standing under the laws of Canada.

3.2 **Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer, such Buyer's performance hereunder, and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, assuming due execution and delivery by each Seller Party, when executed and delivered by Buyer, constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, preference, moratorium or other similar Laws now or hereafter in effect relating to or affecting creditors generally or by general equity principles and, with respect to the remedy of specific performance and other forms of equitable relief, by equitable defenses and the discretion of the court before which any proceeding may be brought.

3.3 **Non-Contravention.** The execution and delivery of this Agreement by Buyer do not, and Buyer's performance hereunder and the consummation of the transactions contemplated hereby will not: (a) violate any provision of the Organizational Documents of Buyer; or (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer.

3.4 **Consents.** The execution and delivery by Buyer of this Agreement, Buyer's performance hereunder, and the consummation of the transactions contemplated hereby do not require: (a) any authorization, consent, notice, waiver or approval of any non-governmental Person under any contract, agreement or other obligation to which Buyer is party or by which Buyer's assets are bound; or (b) any authorization, consent, approval, certification, license or order of, or

any filing with, any Governmental Authority, in each case other than those whose failure to obtain would not reasonably be expected to adversely affect Buyer's ability to consummate the transactions contemplated hereby.

3.5 No Brokers or Finders. No agent, broker, investment banker, intermediary, finder or similar firm acting on behalf of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Buyer in connection with the execution and delivery of this Agreement, Buyer's performance hereunder, or the consummation of the transactions contemplated hereby.

3.6 Sufficiency of Funds. Buyer has and at the Closing will have sufficient funds to pay the purchase price provided for in this Agreement and the India Purchase Agreement and to comply with all other obligations set forth herein and therein.

ARTICLE 4 ADDITIONAL COVENANTS AND AGREEMENTS

4.1 Publicity. Seller shall not make any public announcement or statement concerning the Agreement or the transactions contemplated hereunder without the prior written consent of Buyer, except as may be required by Laws (as determined in good faith by the disclosing Party).

4.2 Duties Relating to Bills, Invoices and Checks. In the event that, after the Closing, Seller receives any bill, invoice, check or other payment, or correspondence relating to any Acquired IP Asset or Assumed Liability, Seller shall promptly forward or cause to be forwarded such bill, invoice, or correspondence to Buyer and/or shall promptly, and in any event within three (3) Business Days, remit such check or other payment to Buyer.

4.3 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, (i) Buyer and Seller will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonable under applicable Laws to consummate the transactions contemplated hereby, (ii) Buyer and Seller agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonable in order to vest in Buyer good title to the Acquired IP Assets or to evidence the assignment to Buyer of the Assigned Agreements or the assumption by Buyer of the Assumed Liabilities and (iii) Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Acquired IP Assets, including, without limitation, access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to Taxes, the preparation for any audit by any Tax authority and the prosecution or defense of any Tax Action.

4.4 Severance Payments. Subject to the terms and conditions of this Agreement and of the APA, Buyer agrees to pay to Seller the payment amounts to be paid by Buyer (referred to as "Buyer Parent" thereunder) to Seller pursuant to and in accordance with the provisions of Section 5.11(d) of the APA (and Schedule 5.11 referenced therein).

ARTICLE 5

SURVIVAL AND INDEMNIFICATION

5.1 **Survival Generally.** All of the representations and warranties contained herein are true and correct as of and on the Closing and shall survive the Closing until the occurrence of the “Closing” under (and as defined in) the APA (the “APA Closing”), upon which occurrence of the APA Closing the representations and warranties contained herein and in the certificates delivered pursuant to this Agreement shall expire automatically and be of no further force or effect, except that (a) the representations and warranties contained in Section 2.5 (Title to Assets) shall continue to survive following the APA Closing until thirty (30) calendar days following the expiration of the applicable statute of limitations, (b) the representations and warranties contained in Section 2.6 (IP Agreements) shall survive until the end of the three (3) year period following the APA Closing, and (c) the representations and warranties contained in Section 2.7 (APA Representations and Warranties) shall survive for the survival period set forth with respect thereto in Article VII of the APA for the corresponding representations and warranties set forth in Article III of the APA).

5.2 **APA Indemnity.** The Parties agree that Article VII of the APA supplies the governing terms and provisions with respect to the indemnification obligations of the Parties arising under this Agreement, including, without limitation, Section 7.4 of the APA with respect to exclusive remedies. Each of Buyer and Seller agrees and acknowledges that its sole monetary remedy with respect to this Agreement shall be indemnification pursuant to Article VII of the APA.

ARTICLE 6

MISCELLANEOUS

6.1 **APA Provisions.** Article IX of the APA is hereby incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein, references to “Seller” in such provisions of the APA shall be deemed a reference to Seller as defined in this Agreement, and references to “Buyer” in such provisions of the APA shall be deemed a reference to Buyer as defined in this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

BUYER

RESOLVER INC.

By: _____

Name:

Title:

SELLER

AGILIANCE, INC.

By: _____

Name:

Title:

Schedule 1.4

Flow of Funds Memorandum

Flow of Funds Memorandum

October 16, 2017

Reference is hereby made to (a) the Purchase Agreement, dated as of October 16, 2017 (the “IP Purchase Agreement”), by and between Resolver Inc. (“Resolver”) and Agiliance, Inc. (“Seller”), (b) the Asset Purchase Agreement, dated as of October 16, 2017 (the “APA”), by and between Resolver SOAR LLC (“Resolver SOAR”) and Seller, and (c) the Share Purchase Agreement, dated as of October 16, 2017 (the “India Purchase Agreement”), by and between Resolver and Seller. Capitalized terms used herein without definitions shall have the meanings ascribed to them in the IP Purchase Agreement, the APA or the India Purchase Agreement, as the context requires.

Subject to the terms of the IP Purchase Agreement, the closing call for the transactions contemplated by the IP Purchase Agreement will occur at 1:00 p.m. Pacific time on October 16, 2017 (the “IP Purchase Closing Date”).

Subject to the terms of the APA and the India Purchase Agreement, the closing call for the transactions contemplated by the APA and the India Purchase Agreement will occur at 9:00 a.m. Pacific time on October 17, 2017 (the “APA Closing Date”).

This Flow of Funds Memorandum (this “Memorandum”) sets forth the wire transfers and other payments (collectively, the “Transfers”) that are required to occur on the IP Purchase Closing Date and on the APA Closing Date. Unless otherwise specified, all Transfers shall be made in immediately available United States dollars.

The consummation of the transactions contemplated by the IP Purchase Agreement, the APA and the India Purchase Agreement shall be deemed to have occurred in accordance with the times set forth in the IP Purchase Agreement, the APA and the India Purchase Agreement, respectively.

IP Closing Date

STEP I. Purchase and Sale of Acquired IP Assets

To purchase the Acquired IP Assets (as defined in the IP Purchase Agreement) from Seller:

- 1) Resolver shall pay an aggregate amount of \$3,528,422.30 to WF FUND IV LIMITED PARTNERSHIP, on behalf of Seller, in accordance with the wire transfer instructions included in **Annex A**; and
- 2) Resolver shall pay an aggregate amount of \$542,269.70 to Seller in accordance with the wire transfer instructions included in **Annex B**.

APA Closing Date

STEP II. Purchase and Sale of Purchased Assets & Payment of Transaction Expense

- 1) Resolver, on behalf of Resolver SOAR for purposes of administrative convenience, shall pay an aggregate amount of \$1,000.00 to Seller in accordance with the wire transfer instructions included in **Annex B** for Resolver SOAR to purchase the Purchased Assets (as defined in the APA) from Seller.

STEP III. Purchase and Sale of Sale Shares

- 1) Concurrently with Step II, Resolver shall pay an aggregate amount of \$204,321.96 (constituting the Tranche 1 Consideration (as defined in the India Purchase Agreement) of \$228,308.00, less a \$23,986.04 deduction of applicable Tax at source as per the provisions of the IT Act (as defined in the India Purchase Agreement)) to Seller in accordance with the wire transfer instructions included in **Annex B** to purchase the Sale Shares (as defined in the India Purchase Agreement) from Seller.

STEP IV. Payment of Remaining Transaction Expenses

- 1) Concurrently with Steps II and III, Seller will cause to be paid, on behalf of Seller and the Seller Parties (as defined in the APA), from the proceeds received by Seller pursuant to Step II the remaining Seller Transaction Expenses (as defined in the APA) not paid in Step II above in the amounts set forth below:

Professional Fees	\$848,396
Consultant and Employee Fees	\$189,349
Tax, Insurance and Filing Fees	\$326,381
Total Seller Transaction Expenses	\$1,364,126

STEP V. Payment of Tranche 2 Consideration

- 1) Pursuant to Sections 3.1(g) and 3.2(a) of the India Purchase Agreement, upon Seller's delivery to Resolver of an updated bank statement of Agiliance India Private Limited, or other alternative documentary evidence to the satisfaction of Resolver, disclosing a deposit balance of at least Six Hundred Eighty Three Thousand U.S. Dollars of cash available in the bank account of Agiliance India Private Limited in India as on the Closing Date (as defined in the India Purchase Agreement), Resolver shall pay an aggregate amount of \$488,995.22 (constituting the Tranche 2 Consideration (as defined in the India Purchase Agreement) of \$546,400.00, less a \$57,404.78 deduction of applicable Tax at source as per the provisions of the IT Act (as defined in the India Purchase Agreement)) to Seller in accordance with the wire transfer instructions included in **Annex B.**

Annex A – Wire Information for Agilience Loan Payoff

WF FUND IV LIMITED PARTNERSHIP:

**WELLINGTON FINANCIAL FUND V
USD \$ WIRE INSTRUCTIONS**

Please note that incoming wires from US based entities must be received through BMO's correspondent bank: Wells Fargo N.A., New York.

When sending Wellington wires from the US, you must quote information for both Wells Fargo (as the Pay Through Bank) and BMO (as the Beneficiary Bank for Wellington Financial). Otherwise the wire will be rejected.

Also, please ensure to include the comment "DO NOT CONVERT THIS WIRE" when sending the payment.

PAY THROUGH BANK:	Wells Fargo, N.A.
SWIFT CODE:	PNBPUS33NYC
Fedwire ABA NUMBER:	026005092
BENEFICIARY'S BANK:	BMO Bank of Montreal, International Banking H.O., Montreal
BENEFICIARY'S BRANCH:	First Canadian Place PO Box 3, B2 Level Toronto, ON M5X 1A3 Transit #: 00022
BENEFICIARY NAME:	WF Fund V Limited Partnership 40 King Street West, Suite 5001 Toronto, ON M5H 3Y2
USD ACCOUNT NUMBER:	00024665081 (this must be an 11 digit account number)
BENEFICIARY'S SWIFT CODE:	BOFMCAN2
BENEFICIARY'S BANK CODE:	0001

Annex B

Agiliance, Inc. Wire Information:

Beneficiary	Agiliance, Inc.
Beneficiary Bank	Silicon Valley Bank
Account No.	3300592633
Routing Number	121140399
SWIFT Code	SVBKUS6S

Cooley LLP Wire Information:

Wells Fargo Bank - 420 Montgomery Street,
San Francisco, CA 94104
Account # 4129155206 ABA Routing # 121000248
Swift # WFBIUS6S
Chips # ABA0407
Attention Client # 307416

Schedule 2.6

Assigned Agreements

Schedule 2.6

Assigned Agreements

1. Agilience and Agilience India Private Limited Transfer Pricing Agreement dated March 12, 2008
2. Agilience and Agilience India Private Limited Addendum to the Transfer Pricing Agreement dated September 11, 2010
3. TIBCO Software, Jaspersoft Subscription, dated June 30, 2017.
4. Software License Agreement for yFiles, dated September 30, 2013.
5. Tanuki Software, Inc. License for Java Service Wrapper.
6. ISACA license agreement dated February 1, 2012, as amended by Amendment #1 to License Agreement dated April 16, 2012 and Amendment #2 to License Agreement dated November 7, 2012.
7. Offensive Security Exploit Database CVE-EDB Mapping File Legal Agreement dated April 2017.
8. Gudu Software Limited Software License Agreement dated November 7, 2016.
9. Software License Agreement between InfoSoft Global Private Limited and Agilience, Inc., dated December 15, 2006.
10. Splunk Software License Agreement.

Exhibit A

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Assignment”), dated as of October 16, 2017, is made by and among Resolver Inc., a corporation formed under the laws of Canada (“Assignee”), and Agilience, Inc., a Delaware corporation (“Assignor”). Capitalized terms used but not defined herein shall have the meanings given to them in that certain Purchase Agreement (the “Purchase Agreement”), dated as of October 16, 2017, by and between Assignee and Assignor.

WHEREAS, pursuant to the Purchase Agreement and subject to the terms and conditions therein, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Acquired IP Assets and the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Acquired IP Assets, and Assignee hereby accepts the Acquired IP Assets and assumes and agrees to observe and perform all the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the Assumed Liabilities, in each case on the terms set forth in the Purchase Agreement.

2. **Terms of the Purchase Agreement.** The parties hereto acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Nothing contained in this Assignment is intended to provide any rights to Assignee or Assignor beyond those rights expressly provided to Assignee or Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on the Assignee or Assignor beyond those obligations and liabilities expressly imposed on Assignee and Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to Assignee or Assignor under the Purchase Agreement.

3. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment 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. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

AGILIANCE, INC.

By: _____

Name:

Title:

ASSIGNEE:

RESOLVER INC.

By: _____

Name: William Alexander Anderson

Title: President

Exhibit B

Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”), dated as of October 16, 2017, is made by and among Resolver Inc., a corporation formed under the laws of Canada (“Assignee”), and Agiliance, Inc., a Delaware corporation (“Assignor”). Capitalized terms used but not defined herein shall have the meanings given to them in that certain Purchase Agreement (the “Purchase Agreement”), dated as of October 16, 2017, by and between Assignee and Assignor.

WHEREAS, pursuant to the Purchase Agreement and subject to the terms and conditions therein, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase, the Acquired IP Assets, which include, without limitation, the Seller Intellectual Property, Seller IP Registrations, and Seller Software set forth on Exhibit A attached hereto, and all Intellectual Property rights therein and thereto (collectively, the “Assigned IP Rights”); and

WHEREAS, this Assignment is contemplated by Section 1.6(a)(iv) and Section 1.6(b)(iii) of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- Assignment.** Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of its right, title, and interest in and to the Assigned IP Rights, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving from the Assigned IP Rights, all claims for damages by reason of past, present and future infringements of the Assigned IP Rights or injury to the goodwill associated with the Assigned IP Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.
- Unassignable IP.** Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in and to the Assigned IP Rights worldwide, and any such rights (or any other Assigned IP Rights) in or to any underlying works which relate to any Assigned IP Rights that cannot be assigned as a matter of law (the “Unassignable IP Rights”), and Assignor hereby further grants to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the Assigned IP Rights in any manner without any restriction.
- Assistance.** Assignor agrees to perform all reasonable acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting its rights in the Assigned IP Rights. Such acts may include executing additional documents and assisting and cooperating in the registration of applicable Assigned IP Rights.

4. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment 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. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (without giving effect to principles of conflicts of laws). If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Nothing contained in this Assignment is intended to provide any rights to Assignee or Assignor beyond those rights expressly provided to Assignee or Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on the Assignee or Assignor beyond those obligations and liabilities expressly imposed on Assignee and Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to Assignee or Assignor under the Purchase Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

AGILIANCE, INC.

By: _____
Name:
Title:

ASSIGNEE:

RESOLVER INC.

By: _____
Name:
Title:

Exhibit A

Intellectual Property Schedule

Patents

ISSUED PATENTS								
Docket #	Title	Appl No.	Filing Date	Publication No.	Patent No	Issue Date	Status	Description
1:AGLNNZ00300	Automated Evidence Gathering	11/407,843	20-Apr-06		7810156	5-Oct-10	ISSUED	U.S. Patent No. 7810156, entitled "Automated Evidence Gathering" was issued on October 5, 2010. Technology supporting this patent is embedded in Agilience RiskVision 5.0, and encompasses evidence gathering and analysis from networked machines, which can be automated and made policy-based. This model enables a networked machine receiving an instruction from a server to execute a pre-recorded action sequence designed to capture evidence data. The machine can annotate the captured evidence data with meta-data, and send the annotated evidence data to the server. The server can then perform analysis on the collected evidence data and present the evidence data and the analysis to an administrator.
2:AGLNNZ00400	Automated Enterprise Risk Assessment	11/440,191	24-May-06		7752125	6-Jul-10	ISSUED	U.S. Patent No. 7752125, entitled "Automated Enterprise Risk Assessment" was issued on July 6, 2010. Technology supporting this patent is embedded in Agilience RiskVision 5.0, and allows organizations to combine continuous monitoring with reliable risk scoring, using a neural network based statistical model. This model dynamically assigns risk factors from underlying systems - assets, incidents, vulnerabilities, patch compliance, etc. - generated by existing tools in the environment.
3:AGLNNZ00500	Non-Determinative Risk Simulation	11/439,771	24-May-06		7747494	29-Jun-10	ISSUED	U.S. Patent No. 7747494, entitled "Non-Determinative Risk Simulation" was issued on June 29, 2010. Technology supporting this patent is embedded in Agilience RiskVision 5.0, and allows users to evaluate confidentiality risk, integrity risk and availability risk and to build "what-if" scenarios with risk simulations by changing variety of risk factors from the underlying assets and environment.
4:AGLNNZ00200	Virtual Asset Groups in a Compliance Management System	11/407,842	20-Apr-06	US 2007-0250424	8117104	14-Feb-12	ISSUED	U.S. Patent No. 8117104, entitled "Virtual Asset Groups in a Compliance Management System" was issued on February 14, 2012. Technology supporting this patent is embedded in Agilience RiskVision 5.0, and allows organizations to assign policies to assets and enforce the policies in a dynamic environment. This model provides the ability to apply policies directly to virtual asset groups, and the policies are then applied to virtual asset group members dynamically.

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Agilience, Inc.	RISKVISION	4662061	December 30, 2014
Agilience, Inc.	AGILIENCE	3380353	February 12, 2008
Agilience, Inc.	OPEN GRC BY AGILIENCE	4254142	December 4, 2012

Exhibit C
Closing Certificate

AGILIANCE, INC.

CLOSING CERTIFICATE

October 16, 2017

This certificate is being furnished pursuant to Section 1.6(a)(vi) of that certain Purchase Agreement, dated as of October 16, 2017, by and between Resolver Inc., a corporation formed under the laws of Canada, Agiliance, Inc., a Delaware corporation (“Seller”), and the shareholders of Seller party thereto (the “Agreement”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

The undersigned, the President of Seller, does hereby certify, in his corporate capacity only and not individually, as follows:

1. Attached hereto as Exhibit A is a true, correct, and complete copy of the Certificate of Incorporation of Agiliance India dated February 20, 2008, and the Articles of Association and Memorandum of Association of Agiliance India as filed with the Registrar of Companies on February 14, 2008, and as presently in effect.

2. Attached hereto as Exhibit B and Exhibit C, respectively, are true, correct and complete copies of all corporate resolutions duly adopted by (i) the Board of Directors of Seller, and (ii) the shareholders of Seller, that are required in connection with the Agreement, the APA, the India Purchase Agreement (as such term is defined in the APA), any other Transaction Document (as such term is defined in the APA), or any of the transactions contemplated by any of the foregoing. Such resolutions were duly and validly adopted by Seller’s Board of Directors and the shareholders of Seller, have not been amended, modified, revoked or rescinded, are in full force and effect as of the date hereof and are the only resolutions relating to the matters covered thereby.

3. All of the representations and warranties of Seller set forth in the Agreement, the APA and the India Purchase Agreement were true and correct in all material respects as of the Effective Date, and are true and correct in all material respects as of the date hereof.

4. Seller has complied in all material respects with all of the covenants and obligations required to be performed by it under the Agreement, the APA and the India Purchase Agreement at or prior to the date hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate as of the date first written above.

AGILIANCE, INC.

Name: Joseph Fantuzzi
Title: President

[Closing Certificate]

TRADEMARK
REEL: 006949 FRAME: 0165

EXHIBIT A

ORGANIZATIONAL DOCUMENTS OF AGILIANCE INDIA



For AGILIANCE INDIA PVT. LTD.

Director

प्रारूप 1

पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U72200AP2008PTC057715

2007 - 2008

मैं एतद्वारा सत्यापित करता हूँ कि मैंसस

AGILIANCE INDIA PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक बीस फरवरी दो हजार आठ को मेरे हस्ताक्षर से हैदराबाद में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U72200AP2008PTC057715

2007 - 2008

I hereby certify that AGILIANCE INDIA PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Hyderabad this Twentieth day of February Two Thousand Eight.



(RAMAKRISHNAN D)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

आंध्र प्रदेश

Andhra Pradesh

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office.

AGILIANCE INDIA PRIVATE LIMITED

UNIT 503, HUDA TECHNO RESIDENCY, SURVEY NO. 64., PLOT NO. 21, SECTOR III, MADHAPUR,

HYDERABAD - 500081.

Andhra Pradesh, INDIA

TRADEMARK

REEL: 006949 FRAME: 0157

INCORPORATED
UNDER THE COMPANIES ACT, 1956 (1 OF 1956)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AGILIANCE INDIA PRIVATE LIMITED

The following articles shall be the regulations for the management of the company:

1. Application of Table A: The regulations contained in the Table 'A' of the First Schedule to the Companies Act, 1956 in so far as they are applicable to a Private Company shall apply to this Company, save unless, they are expressly or by implication excluded or modified by the following regulations.
2. The Company is a Private Company within the meaning of Section 3(1)(iii) of the Companies Act, 1956 and accordingly:
 - a. No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.
 - b. The number of members of the Company (exclusive of persons who are in the employment of the Company and persons who having been formerly in the employment, were members of the Company while in that employment and have continued to be members after the employment ceased) shall be limited to fifty, provided, for the purpose of these regulations, where two or more persons hold one or more of the shares in the Company jointly, they shall be treated as a single member, and
 - c. The right to transfer the shares of the Company is restricted in the manner and to the extent hereinafter provided.
 - d. Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

- e. The minimum paid up Capital of the Company shall be Rs.1,00,000/- (Rupees One Lakh only) or such sum as may be prescribed.

SHARE AND SHARE CAPITAL

3. The Authorised share capital of the Company is Rs.5,00,000/- (Rupees Five Lakh only) divided into 50,000 (Fifty Thousand) Equity Shares of Rs.10/- (Rupees Ten only) each.
4. The company has power from time to time to increase or reduce its capital and to issue shares in the new capital as equity or preference shares and to attach to any class or classes of such shares, any preference, right, privilege or priorities, in payment of dividends or distribution of assets or otherwise, over any other shares or to subject the same to any restrictions, limitations or conditions and to vary regulations of the company, as far as may be necessary, to give effect to the same and upon the sub-division of a share to apportion the right to participate in profits in any manner, subject to the prior consent of the government of India or the order of the court, if the same is necessary, having being obtained before doing so.
5. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same or any of them to such persons, either at a premium or at par or at a discount and at such times as the directors may think fit and the directors shall have the power to issue any shares as fully paid up in consideration of services rendered to the company for its formation or otherwise, on such terms and conditions as the Board of Directors in their discretion may deem fit, but subject always to the provisions contained in regulation 2.

CALLS ON SHARES AND FORFEITURE

6. The Board of Directors may, from time to time, make such calls upon its members in respect of all monies unpaid on their shares. A call may be made by giving such notice for such amount as the Board of Directors deem fit and shall be deemed to have been made at the time when the resolution of the Board of Directors authorizing such call was passed.
7. If any member fails to pay the amount called on the day appointed for payment thereof, the Board of Directors may at any time thereafter, serve a notice on him requiring him to pay the amount called, together with interest, if any, accrued at such percentage as they deem fit, subject to any restrictions under the Act or by the Government. The notice shall name a further day, on or before which payment is required by the notice to be made and shall state that in the event of non-payment, at or before the time appointed, the share in respect of which the call was made will be liable to be forfeited.

TRANSFER OF SHARES

8. A Share may be transferred by a member or other person, entitled to transfer, to any member selected by the transferor, but save as aforesaid no shares shall be transferred to a person who is not a member, so long as any person/member (or any person selected by the Directors, as one, whom it is desirable in the interest of the company to admit to membership) is willing to purchase the same at the fair value.
9. If the company shall within the space of 30 days, after being served with the notice of transfer, find a member (or person selected as aforesaid) willing to purchase the same (hereinafter called "the purchasing member"), it shall give notice thereof to the

proposing transferor and he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

10. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the company's auditors shall, on the application of either party certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the auditors shall be considered to be acting as an expert and not as an arbitrator and accordingly the Indian Arbitration Act, shall not apply.
11. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the company may receive the purchase money and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share and shall hold the purchase money in trust, for the proposing transferor. The receipt by the company of the purchase money shall be a good discharge to the purchasing member, after his name has been entered in the register in purported exercise of the aforesaid power and the validity of the proceeding shall not be questioned by any person or authority.
12. If the company does not within the space of thirty days, after being served with the transfer notice, find a member (or person as selected aforesaid) willing to purchase the share and gives notice in the manner aforesaid, the proposing transferor shall at any time, within three calendar months afterwards, be at liberty (subject to regulation 10 hereof) to sell and transfer the shares to any person and at any price.
13. The Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of a share.
14. Where the shares devolve on the heirs of a deceased member, the Directors may, at their absolute discretion, admit such heir as member and recognize the transfer of the shares in his name or at their discretion, without assigning any reason, refuse to do so and thereupon the provisions of the Articles of these presents, regarding the transfer of shares and purchase of share shall apply to the shares so inherited and the heirs shall be compelled to sell the shares in the manner provided therein to any member or other person chosen by the directors.
15. When the shares are inherited by or devolved on more than one heir it shall be open to the Directors of the company, to choose any of the heirs to be the share-holder and thereupon the other heirs of deceased member shall sell to the person so chosen, their rights and interest in the said shares and provision of the above articles regarding the valuation shall apply to such sale.
16. Notwithstanding any thing contained in this Act, but subject to the provisions of sub-section (2) of this section and Section 77B, a Company may purchase its own shares or other specified (hereinafter referred to as "buy-back") out of-
 - (i) Its free reserves; or
 - (ii) The Securities premium account; or
 - (iii) The proceeds of any shares or other specified securities;

Provided that no buy-back of any kind of shares or other specified securities shall be made out of the proceeds of an earlier issue of the same kind of shares or same kind of other specified securities.

BORROWING POWERS

17. The Directors may from to time at their discretion and subject to the provisions of the Act, raise or borrow from any person or persons and secure the repayment of any sum or sums of money, borrowed for the purpose of the company and may themselves lend to the company, on any security or otherwise, any sums of money or arrange to obtain banking credits or other banking facilities and may generally exercise all the powers of borrowing.

GENERAL MEETING (S)

18. Two members present in person or through proxy shall form quorum for any General Meetings of the Company.
19. All General Meeting(s) including Annual General Meetings of the Company may be held after giving not less than seven days notice in writing. Further a General Meeting may be called after giving a shorter notice than specified above, if consent is accorded thereto in the manner laid down under Section 171(2) of the Companies Act, 1956.
20. The provisions of Section 173(2) and Section 176(2) of the Companies Act, 1956 shall not apply to this company.
21. Subject to any rights or restrictions for the time being attached to equity shares, the voting rights of members, on a poll, shall be as laid down in Section 87 of the Act. Further, where two or more persons are jointly registered as holders of any one share, any of such persons may vote at any meeting either personally or through an attorney, as if he were solely entitled thereto and if more than one of such joint holders be present at a meeting personally or through his attorney, one of such persons so present whose name stands first in the register of members, in respect of such share shall alone be entitled to vote.

BOARD OF DIRECTORS

22. The company shall have not less than two and not more than twelve directors including nominee, alternate, additional and other kinds of Directors, if any, on the Board.
23. The first directors of the Company shall be:
 1. **Y. CHAKRADHAR**
 2. **S. MADHUSUDANA SARMA**
24. Any individual, whether a member of the company or not, may be appointed as an Additional Director by the Board and no qualification by way of share holding shall be required for any Director and the provisions of Section 255 and 256 of the Companies Act, 1956 relating to retirement of Directors by rotation, shall not apply to the Company.
25. The Board of Directors shall have the power to appoint Alternate Director(s) in the manner stated in Section 313 of the Act.
26. Each Director shall be paid out of the funds of the company as sitting fees, such sums as may be determined by the Board, not exceeding Rs.10,000/- for every meeting of the Directors at which he shall be present in person besides, traveling, hotel and other expenses.

27. Subject to the provisions of Section 314 of the Act, where any Director is appointed to advise the Board as an expert or is to be called upon to perform extra services or make special exertion for any of purpose of the company, the Directors may pay to such Director, such special remuneration as they may think fit, which remuneration may be in addition to or in substitution of the sitting fees, specified in the preceding article.
28. No Director shall be disqualified by his office from contracting with or on behalf of the Company nor shall any such contract entered into by or on behalf of the company in which any directors, so contracting or being so interested, be liable to the company for any profit realised by any such contract by reason only of such office or of the judicial relations thereby established, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract is first taken into consideration, if his interest was existing on that date, or in any other case, at the first meeting of the directors after the acquisition of such interest.

CHAIRMAN

29. The Board of Directors shall elect the Chairman from amongst themselves from time to time, for such period as may be decided by the Board.
30. The Chairman shall, if personally present, preside over the meetings of the Board of Directors and of all the meetings of the members.
31. In the absence of the Chairman, the Managing Director, if any or any Director elected for the purpose shall preside over the meetings of Board of Directors.

MANAGING DIRECTOR (S)/WHOLE TIME DIRECTOR (S)

32. Subject to the provisions of the Act, the company may appoint a Managing Director(s)/Whole Time Director(s) for such term and on such remuneration (whether by way of salary or commission or both) as the Board may think fit.
33. Subject to the provisions of the Act, the Board may appoint any other Director as Joint/ Additional Managing Director(s) and / or Whole Time Director(s) for such term and on such remuneration (whether by way of salary or commission or both) as the Board may think fit.
34. Subject to the provisions of the Act, the Directors may from time to time, entrust to and confer upon the Managing Director (s) / Whole Time Director(s) for the time being, such of the powers exercisable under these provisions by the Directors, as they may think fit and may confer such powers for such time and conditions and with such restrictions as they may think expedient and they may from time to time, withdraw, revoke or vary all or any such powers.

MANAGER (S) /CHIEF EXECUTIVES

35. In the event of Board of Directors of the company deciding not to appoint a Managing Director/Whole Time Director, the Board of Directors may appoint a Chief Executive, who shall, subject to the superintendence, control and direction of the Directors, be responsible for the day to day affairs of the company. Such Chief Executive may or may not be designated as a Manager as defined under the Companies Act, 1956 and unless otherwise specified by the Directors in the letter of appointment to the said

person; the provisions of the Companies Act, 1956 relating to such appointment shall not apply.

INDEMNITY

36. Subject to the provisions of Section 201 of the Act, the Managing director, any Director, officer or employee of the company, shall be indemnified by the company against claims, liabilities and all costs, losses and expenses (including traveling expenses) which the Managing Director, any Director or officer or employee of the company, may incur or become liable, by any reason or contract entered into or act or deed done by them as such Managing Director or Director or Officer or employee in any way in the discharge of their duties.

SEAL

37. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and except in the presence of at least one Director or Managing director, if any, and that Director or Managing Director shall sign every instrument to which the seal of the company is so affixed in his presence.

SECRECY

38. No member shall be entitled to inspect the company's books (including its books of accounts) without the permission of the Directors or to acquire discovery of any information in respect of any details of the company trade or any matter which is or may be in the nature of trade secret or secret process or trade mystery which may relate to the conduct of the business of the company and which in the opinion of the Directors, will not be expedient in the interest of the members and/or the company to be communicated to the public.

LIEN

39. The company shall have first and paramount lien upon all shares registered in the name of each shareholder for his debts, liabilities and engagements either solely or jointly with any other person, to or with the company, whether the period for payment, fulfillment or discharge thereof shall have actually arrived at or not and when any share is held by more persons than one, the company shall have a lien thereon in respect of all monies so due from them all or any of the holders thereof.

NOMINATION

40. Every holder of the shares in or holder of debentures of the Company may, at any time, nominate in the prescribed manner, a person to whom his shares in or debentures of the Company shall vest in the event of his death.
- a) Joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or the debentures of the company shall vest in event of the death of all the joint holders.
 - b) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in, or debentures of, the company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or debentures of, the company, the nominee shall, on the death of the holder

of the shares or debentures of the company or, as the case may be, on the death of the joint holders become entitled to all the rights in the shares or debentures of the company or, as the case may be, all the joint holders, in relation to such shares in, or debentures of the company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

- c) Where the nominee is a minor, the holder of shares or of debentures, may make nomination to appoint in the prescribed manner, any person to become entitled to shares in or debentures of the company in event of his death, during the minority.

Sl. No.	Signatures, Name, Addresses Descriptions and Occupation of the Subscribers	Signature, Name, Address, Description and Occupation of the Witness
1.	Sd/- Chakradhar Yadavalli S/o Krishnanandam Yadavalli 15-21-48/13/G4 Kukatpally Balaji Nagar Hyderabad – 500 070. DOB: 16-06-1975 Occ: Service	
2.	Sd/- Susarla Madhusudana Sarma S/o S. Anjaneya Sastry 6-3-595/55/1 Padmavati Nagar Colony Khairatabad Hyderabad – 500 004 DOB: 15-04-1965 Occ: Profession	Sd/- D.Sri Manikya Ram S/o D.V. Rama Krishna Rao 6-3-668/10/1, First Floor Durga Nagar Colony, Punjagutta Hyderabad – 500 082 Occ: Company Secretary ACS:14939

Place: Hyderabad
Date : 14.02.2008

INCORPORATED
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
AGILIANCE INDIA PRIVATE LIMITED

- I. The name of the Company is AGILIANCE INDIA PRIVATE LIMITED.
- II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
- III. The objects of the company for which it is being established are:
 - A. THE MAIN OBJECTS TO BE PURSUED BY COMPANY ON ITS INCORPORATION ARE:**
 - 1. To engage in the business of design, development, maintenance, quality assurance, customer support, training, professional services, consulting services, marketing, sales and e-commerce of software related offerings packaged as enterprise software products, appliance hardware products and as a hosted service offering for the domestic and foreign markets.
 - 2. To set up and operate units in Software Technology Parks of India and Special Economic Zones (SEZ) for engaging in the business of design, development, maintenance, quality assurance, customer support, training, professional services, consulting services, marketing, sales and e-commerce of software related offerings packaged as enterprise software products, appliance hardware products and as a hosted service offering for the domestic and foreign markets.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

1. To obtain licenses, concessions, grants, decrees, rights, powers and privileges whatsoever and to acquire or purchase or take over the same or to transfer the same in favour of the Company or any other person, firm or Company.
2. To buy, lease or otherwise acquire lands, buildings and any other movable or immovable properties on such terms and conditions as the Company thinks fit.
3. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company and the issue of its capital including any commission, brokerages, costs and charges in connection therewith, costs, charges and expenses of negotiation and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
4. To purchase or by any other means, acquire, protect, prolong and renew whether in India or elsewhere, any patents, patent rights, invention, licences, protections and concessions, which may appear likely to advantageous or useful to the Company and to use and turn to account, and to manufacture under or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the company may acquire or propose to acquire.
5. To insure with any other Company, firm or persons against losses, damages and risks of all kinds which may affect the Company and to defend for rights in respect of the properties of the Company as may be deemed necessary from time to time.
6. To acquire and put up telegraphs, telephones, phonographs, and all such apparatus, in connection with the generation, accumulation, distribution, supply and employment of electricity or any power that can be used as a substitute, including cables, wires, and other appliances and formation of exchanges or centres.
7. To carry out scientific and technical research in any field whatsoever and to develop, exploit and turn to account the know-how and other fruits of such research developed in India or abroad.
8. To promote and form, and to be interested in and take, hold and dispose of shares in other companies, for all or any of the objects mentioned in this Memorandum and to transfer to any such company any property in the Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities, in or of any such company and to subsidise or otherwise assist any such company.
9. To enter into collaboration agreements or arrangements or contracts with otherwise, whether in India or abroad for the purpose of technical study, research, know-how, process, patent rights, establishment, management or conduct of the business for attainment of all or any of the objects of the Company.

10. To enter into partnership or agreement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise, with any person, firm or company, carrying on or engaged, in or about to carry on or engage in the business or transaction which this Company is authorised to carry on.
11. To advance or lend surplus money, with or without security to any person, firm or company having dealings with the Company for the company's purpose upon such terms and conditions as the Company may think fit but not to carry on the business of Banking as defined in the Banking Regulations Act, 1949.
12. To receive moneys on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures, or debentures stock and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be but shall not carry on Banking business as defined in Banking Regulations Act, 1949. The acceptance of deposits shall be subject to Section 58-A of the Companies Act, 1956 and the rules framed there under.
13. To let out on hire or lease or sell, exchange, mortgage, or to let on royalty, or to grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares whether fully or partly paid up or securities of any other company for the purpose of the members.
14. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services of the Company in connection or alter its incorporation either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full or in part or otherwise.
15. To guarantee the performance of any contract or obligations of and the payment of the money or dividend and interest on any stock, shares or securities of any Company, Corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the objects of the Company or the interest of its shareholders.
16. To appoint agents, sub-agents, dealers, canvassers, sales representatives, salesmen, stockings, for transacting all kinds of business which this Company is authorised to carry on and constitute Agencies for this Company in India or any other country.
17. To adopt such means of making know the products of the Company as may seem expedient and in particular by advertising in press, by circulars, by purchase and exhibitions of works of art or interest, by publications of books and periodicals by granting prizes, rewards, donations and scholarships.
18. To employ or otherwise acquire technical experts, skilled and unskilled labour for the purposes of business of the Company.

19. Subject to the provisions of the Act to invest and deal with the money of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Board of Directors of the Company.
20. To mark advances upon or for the purchase of properties, materials, goods, machinery, stores and other articles for the purposes of the Company.
21. To draw, accept and make, to endorse, discount, negotiate promissory notes, hundies, bills of exchange, bills of lading and other negotiable or transferable instruments in accordance with Negotiable Instruments Act & Banking Regulations Act, 1949.
22. To remunerate or make donation to (by cash or other assets or by allotment of fully or partly paid up share or by call or option of shares, debentures, or securities of this or any other Company or in any other manner) any person, firm or company for services rendered or to be rendered to the Company.
23. To enter into arrangements with any authorities (local or otherwise), persons or corporations that may seem conducive to the company's objects, or any of them, and to obtain from such authority, any rights, privileges and concessions which the company may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
24. To provide for the welfare of employees, or ex-employees of the Company and the wives and families or the dependants or relatives of such persons by building and contributing to the building of house, dwelling or chawls or by grants of money, pension, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries as the Company shall think fit.
25. To denote, subscribe or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national and other institutions and objects which shall have any moral or other claim to be supported or aided by the Company either by reason of locality, operation or of public and general utility or otherwise.
26. To sell the undertaking and all or any of the property of the Company for cash or for stock shares or securities of any other Company or for other consideration.
27. To buy, import, sell, repair, alter, exchange, let on hire, export and deal in all kinds of articles, things which may be required for purpose of any of the business authorised by this Memorandum.
28. To amalgamate with any company or companies having objects altogether or in part similar to those of this Company.
29. To acquire, experiment, invent or make research and collaborate with foreign firms for by or belonging to the Company in any person, firm or company or authority on behalf of or for the benefit of the company.

30. To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund or any other Special Fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purpose, conducive to the interests of the Company.
31. To place to reserve or to distribute as dividend or bonus among the members or otherwise to apply, as the Company may from time to time think fit, any monies received by way of premium on shares or debentures issued at a premium by the Company, and any monies received in respect of dividends accrued on forfeited shares, and monies arising from the sale by the Company of forfeited shares.
32. Upon winding up of the Company, to distribute any of the properties of the Company amongst the members in specie or kind.
33. To refer to or agree to refer any claim, demand, dispute or question by or against the Company or in which the Company is interested or concerned, to arbitration in India or elsewhere and to observe and perform and to do all acts, duties, matters and things to carry out or enforce the awards.
34. To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of any of the objects of the Company in any part of the world, and as principals, agents, contractors, or otherwise and by, agents or otherwise, and either along or in conjunction with others

C. THE OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE:

1. To carry on the business in India and abroad of providing all kinds of recruitment / placement services and designing recruiting brochures and implementation of alternative recruitment programmes.
2. To buy or generate for its own use / for commercial purpose or distribution or otherwise, steam, heat, light, electricity gas or other motive power and for that purpose levy, sell or manufacture cables, wires, dynamos, motor converters, generators and all other electrical or other articles and goods subject to the guidelines issued by the Government of India
3. To carry on business as commission agents for all kinds of cloth, yarn, cotton, wool, silk, rayon, other synthetic fibers and textiles and drugs, chemicals, food-grains, seeds, pulses, oil seeds, sugar, provisions, oilman stores, goods, articles and things whatsoever.
4. To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with shares, stocks and securities.
5. To act, carry on the business of transport contractors and for this purpose either acquires by purchase or otherwise vehicles and operates them for profit.
6. To carry on the business of manufacturers and / or dealers in cable splices, protection equipment, computer hardware.
7. To purchase, take on leases or otherwise acquire any mining rights, mines and lands in India or elsewhere.
8. To carry on the business of manufacturers or dealers in cement, tiles marbles and all other kinds of construction material.

- IV. The liability of the members of the Company is limited.
- V. The Authorised Share Capital of the Company is Rs.5,00,000/- (Rupees Five Lakh only) divided into 50,000 (Fifty Thousand) Equity Shares of Rs.10/- each (Rupees Ten only) each with power to increase or reduce the capital of the Company and to divide the share in the capital for the time being and to attach thereto respectively such rights, privileges or conditions as may be determined by or accordance with the regulations of the Company and to vary, modify or abrogate any rights privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

- VI. We, the several persons, whose names and addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Equity Capital of the Company set opposite to our respective names.

Sl. No.	Signatures, Name, Addresses Descriptions and Occupations of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature, Name, Address, Description & Occupation of the Witness
1.	Sd/- Chakradhar Yadavalli S/o Krishnanandam Yadavalli 15-21-48/13/G4 Kukatpally Balaji Nagar Hyderabad – 500 070. DOB: 16-06-1975 Occ: Service	9,000 (Nine thousand only)	Sd/- D.Sri Manikya Ram S/o D.V. Rama Krishna Rao 6-3-668/10/1, First Floor Durga Nagar Colony, Punjagutta Hyderabad – 500 082 Occ: Company Secretary ACS:14939
2.	Sd/- Susarla Madhusudana Sarma S/o S. Anjaneya Sastry 6-3-595/55/1 Padmavati Nagar Colony Khairatabad Hyderabad – 500 004 DOB: 15-04-1965 Occ: Profession	1,000 (One Thousand only)	
	Total number of equity shares taken	10,000 (Ten thousand only)	

Place: Hyderabad
Date: 14.02.2008

EXHIBIT B

SELLER BOARD RESOLUTIONS

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
AGILIANCE, INC.**

The undersigned, constituting all of the members of the Board of Directors (the “**Board**”) of **AGILIANCE, INC.**, a Delaware corporation (the “**Company**”), pursuant to Section 141(f) of the Delaware General Corporation Law, hereby adopt the following resolutions by unanimous written consent:

APPROVAL OF ASSET SALE

WHEREAS, the Board deems it to be in the best interests of the Company, its stockholders to sell substantially all of its assets (the “**Assets**”);

WHEREAS, the Board deems it to be in the best interests of the Company and its stockholders to enter into that certain Asset Purchase Agreement by and among the Company and Resolver SOAR LLC, a Delaware limited liability company (“**Buyer**”), in substantially the form attached hereto as **EXHIBIT A** (the “**Asset Purchase Agreement**”), pursuant to which the Company will sell the Purchased Assets (as defined in the Asset Purchase Agreement) to the Buyer in consideration for (i) the payment to the Company of \$201,000 (as such amount is adjusted pursuant to the terms of the Asset Purchase Agreement), to be paid in the form of cash at Closing (as defined in the Asset Purchase Agreement), subject to a \$200,000 Holdback (as defined in the Asset Purchase Agreement), and (ii) the assumption of the Assumed Liabilities (as defined in the Asset Purchase Agreement), such transaction (the “**Asset Sale**”);

WHEREAS, prior to the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold all of its Intellectual Property (as defined in the Asset Purchase Agreement) assets to Resolver Inc. (“**Buyer Parent**”) or an Affiliate (as defined in the Asset Purchase Agreement) of Buyer Parent, pursuant to the Purchase Agreement, substantially in the form attached hereto as **Exhibit B** (the “**IP Purchase Agreement**”), pursuant to which Buyer Parent will acquire the Acquired IP Assets (as defined in the IP Purchase Agreement) for \$4,070,692, to be paid in the form of cash at Closing (as defined in the IP Purchase Agreement) (i) to WF Fund IV Limited Partnership (“**WF**”) to pay off, on behalf of the Company, the Company’s outstanding Debt (as defined in the Asset Purchase Agreement) to WF, and (ii) the remainder to the Company (the “**IP Sale**”);

WHEREAS, concurrently with the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the

consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold all of the equity shares in Agilience India Private Limited, a company incorporated and registered under the laws of India and having its registered office at 606-608, Wing 1, Level 6, D Block, Cyber Gateway, Madhapur, Hyderabad 500 081, India (“**Agilience India**”) to Buyer Parent or an Affiliate of Buyer Parent pursuant to the Share Purchase Agreement, substantially in the form attached hereto as **Exhibit C** (the “**India Purchase Agreement**”), pursuant to which Buyer Parent will acquire the Sale Shares (as defined in the India Purchase Agreement) for \$228,308 in the form of cash at Closing (as defined in the India Purchase Agreement) (the “**India Sale**” and together with the Asset Sale and IP Sale, the “**Transaction**”);

WHEREAS, with respect to its consideration of the Transaction, the Board has considered all known available options and alternatives for the Company and considered factors including, but not limited to, (i) the Board’s conclusion that, absent a significant equity infusion, given the Company’s limited financial resources, current financial position (including cash flows and projected expenditures), and business prospects, it will be difficult for the Company to successfully compete; (ii) the terms and conditions of the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement, which lead the Board to conclude that it is reasonably likely that the Transaction will be completed, that the Company will likely be able to distribute a portion of the proceeds from the Asset Sale to the holders of the Company’s Series C Preferred Stock, and that the Company will most likely be able to pay, or provide for the payment of, the liabilities owed to its creditors; (iii) that the efforts made by the Company’s management to solicit indications of interest from third parties regarding a potential purchase of, or investment in, the Company, resulted in very limited responses, of which the proposed Transaction was the most attractive indication of interest received by the Company in terms of amount and adequacy of consideration and certainty of closing; (iv) the risk that the Transaction might not be completed in a timely manner or at all; (v) the fact that the Company’s stock is illiquid and does not have a readily determinable fair market value; (vi) the fact that the Transaction is structured as an asset sale and Buyer would assume only select limited liabilities, which means that the Company would remain responsible for liabilities not assumed by Buyer; (vii) the fact that the assertion of indemnification claims or discovery of additional liabilities could delay or prevent distributions of consideration to the Company’s stockholders; and (viii) the interests of certain directors and executive officers of the Company in the Transaction (together, the “**Factors**”);

WHEREAS, after considering the Factors, and in light of the Company’s financial position and the totality of information available, presented and considered, and the overall effect of the Transaction on the Company’s creditors

and stockholders compared to continuing the business of the Company or seeking other potential parties to effect an investment in, or other business combination or acquisition transaction with, the Board believes that the Transaction would likely return the greatest value to the Company's stockholders as compared to other available alternatives;

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between the Company and one or more of its directors or officers or any other corporation, partnership, association or other organization in which one or more of the directors or officers of the Company is an director or officer of, or has a financial interest in (any such party is referred to herein individually as an "**Interested Party**," or collectively as the "**Interested Parties**," and any such contract or transaction is referred to herein as an "**Interested Party Transaction**"), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (ii) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders, or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS, it is hereby disclosed or made known to the Board that Castile Ventures III L.P. ("**Castile**") may have a financial interest in the Transaction, and Nina Saberi is a director of the Company and a director or officer or partner in, or has a financial interest in, Castile, such that Ms. Saberi may be deemed an Interested Party, and the Transaction may be an Interested Party Transaction;

WHEREAS, it is hereby disclosed or made known to the undersigned stockholder that Red Rock Ventures SBIC III, LP and its affiliates ("**Red Rock**") may have a financial interest in the Transaction, and Kip Meyers is a director of the Company and a director or officer or partner in, or has a financial interest in, Red Rock, such that Mr. Meyers may be deemed an Interested Party, and the Transaction may be an Interested Party Transaction;

WHEREAS, the Board is aware of the material facts related to the Transaction and has had an adequate opportunity to ask questions regarding, and investigate the nature of, the relationships and/or interests of the Interested Parties with and in the Company in connection with the Transaction; and

WHEREAS, the Board has determined that the execution, delivery and

performance of the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement and the consummation of the transactions contemplated thereby, are just and equitable and fair as to the Company and has directed that the Transaction and Asset Purchase Agreement and IP Purchase Agreement be submitted to the stockholders of the Company for their approval in accordance with the DGCL, California law or otherwise.

RESOLVED, that the Transaction is approved and the form, terms and provisions of the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement including all forms of agreements, exhibits, lists and schedules attached thereto (together, with the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement, the “**Agreements**”), and the Company’s performance of its obligations and consummation of the transactions contemplated thereunder are approved in all respects, subject to the approval by the stockholders of the Company as required by the DGCL, California law or otherwise;

RESOLVED FURTHER, that for purposes of the net exercise provision of the Warrant to Purchase Stock, dated May 9, 2014, if such holder desires to net exercise such warrant immediately prior to the Closing, the Board hereby deems the fair market value of one share of Series C Preferred Stock equal to the amount per share payable to each holder of each share of Series C Preferred Stock in the Transaction;

RESOLVED FURTHER, that the officers of the Company are authorized and directed, for and on behalf of the Company, to execute and deliver the Agreements and any and all other Transaction Documents (as such term is defined in the Asset Purchase Agreement), including but not limited to the Intellectual Property Assignment Agreement and the Assignment and Assumption Agreements, and to take all actions deemed necessary or appropriate to cause the Company’s obligations thereunder to be performed;

RESOLVED FURTHER, that the officers of the Company are authorized and directed, for and on behalf of the Company, to negotiate or otherwise cause such additions, modifications, amendments or deletions to be made to any of the Agreements and the Transaction Documents, and the execution and delivery thereof by any officer of the Company shall be deemed conclusive evidence of the approval of any such addition, modification, amendment or deletion;

RESOLVED FURTHER, that all prior actions taken by the officers of the Company with respect to the preparation of the Agreements and the Transaction Documents and otherwise in connection with effecting the purposes and intent of the Transaction are authorized, ratified and approved in all respects; and

RESOLVED FURTHER, that the Company is hereby authorized to execute and deliver all such instruments, notices and certificates, to make all such

payments, to make all such filings pursuant to state laws or otherwise (and any such filings heretofore made are hereby ratified), and to do all such other acts and things as are necessary or desirable in order to carry out the intent and purposes of the foregoing resolutions.

SUBMISSION OF ASSET SALE, IP SALE, INDIA SALE, ASSET PURCHASE AGREEMENT, IP PURCHASE AGREEMENT AND INDIA PURCHASE AGREEMENT FOR STOCKHOLDER APPROVAL

RESOLVED, that based on its review of all relevant factors, including, without limitation, the terms of the Asset Sale, IP Sale and India Sale and related transactions, the Board has determined that the Asset Sale, IP Sale and India Sale are in the best interests of the Company and its stockholders;

RESOLVED FURTHER, that the Board declares the Asset Purchase Agreement, IP Purchase Agreement, and India Purchase Agreement to be advisable and recommends that the Company's stockholders adopt and approve the Asset Sale, IP Sale, India Sale, Asset Purchase Agreement, IP Purchase Agreement, and India Purchase Agreement;

RESOLVED FURTHER, that the officers of the Company be, and each hereby is, authorized and directed to prepare one or more disclosure and information statements or other summaries outlining the terms of the Asset Purchase Agreement, IP Purchase Agreement, India Purchase Agreement, the Transaction Documents, the Asset Sale, IP Sale and India Sale, with such disclosure as required by applicable law or as the officers of the Company deem necessary, appropriate or advisable, and to deliver such disclosure and information statement or statements to the stockholders of the Company as required by applicable law or as such officers deem necessary, appropriate or advisable; and

RESOLVED FURTHER, that the officers of the Company are authorized and directed, for and on behalf of the Company, to submit the Asset Purchase Agreement, IP Purchase Agreement, India Purchase Agreement, the Asset Sale, IP Sale and India Sale to the Company's stockholders for adoption and approval by such stockholders and to take all such other actions that any of the officers of the Company deem to be necessary or appropriate to solicit the adoption and approval of the Asset Purchase Agreement, IP Purchase Agreement, India Purchase Agreement, the Asset Sale, IP Sale and India Sale by the Company's stockholders.

GENERAL AUTHORIZING RESOLUTION

RESOLVED, that the officers of the Company are authorized and directed, for and on behalf of the Company, to make such filings and applications, to execute and deliver such documents and instruments, and to do such acts and things as such officer deems necessary or advisable in order to carry out the

foregoing resolutions or the purposes thereof, and any of such acts taken and/or things done to date in connection with the matters contemplated by the foregoing resolutions be, and they hereby are, authorized, ratified, confirmed and approved in all respects.

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EXHIBIT C

SELLER SHAREHOLDER RESOLUTIONS

**ACTION BY WRITTEN CONSENT
OF THE STOCKHOLDERS
OF
AGILIANCE, INC.**

In accordance with Sections 228 and 271 of the Delaware General Corporation Law (the “**DGCL**”), Sections B and D(2)(a) of Article Fourth of the Amended and Restated Certificate of Incorporation (the “**Charter**”) of Agiliance, Inc., a Delaware corporation (the “**Company**”) and Section 1.10 of the Bylaws of the Company, the undersigned stockholders of the Company, who hold (i) a majority of the outstanding shares of Common Stock of the Company (“**Common Stock**”) and Preferred Stock of the Company (“**Preferred Stock**”) voting together as a single class on an as converted basis, (ii) a majority of the Common Stock; (iii) a majority of the Preferred Stock; and (iv) at least seventy percent (70%) of the outstanding Series C Preferred Stock, hereby take the following actions and adopt the following resolutions by written consent without a meeting:

APPROVAL OF ASSET PURCHASE AGREEMENT, ASSET SALE, IP PURCHASE AGREEMENT, IP SALE, INDIA PURCHASE AGREEMENT, AND INDIA SALE

WHEREAS, the Board of Directors of the Company (the “**Board**”) has determined, after due consideration of all relevant factors, that it is advisable and in the best interest of the Company and its stockholders for the Company to accept an offer from Resolver Inc. (“**Buyer Parent**”) that its subsidiary Resolver SOAR LLC, a Delaware limited liability company (the “**Buyer**”), purchase those assets of the Company that are used in the conduct of or that otherwise support the Company’s business (the “**Purchased Assets**”) and has determined it is in the best interests of the stockholders of the Company to enter into an Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit A** (the “**Asset Purchase Agreement**”), pursuant to which the Buyer will acquire the Purchased Assets for cash consideration (the “**Asset Sale**”);

WHEREAS, prior to the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold its Intellectual Property (as defined in the Asset Purchase Agreement) assets to Buyer Parent or an Affiliate (as defined in the Asset Purchase Agreement) of Buyer Parent pursuant to the Purchase Agreement, substantially in the form attached hereto as **Exhibit B** (the “**IP Purchase Agreement**”), pursuant to which the Buyer Parent will acquire the Acquired IP Assets (as defined in the IP Purchase Agreement) for cash consideration (the “**IP Sale**”);

WHEREAS, concurrently with the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold all of the equity shares in Agiliance India Private Limited, a company incorporated

and registered under the laws of India and having its registered office at 606-608, Wing 1, Level 6, D Block, Cyber Gateway, Madhapur, Hyderabad 500 081, India (“**Agilience India**”) to Buyer Parent or an Affiliate of Buyer Parent pursuant to the Share Purchase Agreement, substantially in the form attached hereto as **Exhibit C** (the “**India Purchase Agreement**”), pursuant to which Buyer Parent will acquire the Sale Shares (as defined in the India Purchase Agreement) for cash consideration (the “**India Sale**”);

WHEREAS, the Board has determined that the consideration to be received by the Company in connection with the Asset Sale, IP Sale, and India Sale is fair, just and reasonable to the Company and the stockholders of the Company;

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between the Company and one or more of its directors or officers, or between a corporation and any other corporation, partnership, association or other organization in which one or more of the officers or directors of the Company is an officer or director of, or has a financial interest in (any such party is referred to herein as an “**Interested Party**” and any such contract or transaction is referred to herein as an “**Interested Party Transaction**”), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the director’s or officer’s relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director’s or officer’s relationship or interest and as to the contract are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the stockholders; or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS, the protections of Section 144 of the DGCL require disclosure to the stockholders, to the extent not already known to them, of the material facts as to the director’s relationship or interest with regards to the Interested Party Transaction;

WHEREAS, it is hereby disclosed or made known to the undersigned stockholder that Castile Ventures III L.P. (“**Castile**”) may have a financial interest in the Asset Sale, IP Sale, and India Sale, and Nina Saberi is a director of the Company and a director or officer or partner in, or has a financial interest in, Castile, such that Ms. Saberi may be deemed an Interested Party, and the Asset Sale, IP Sale, and India Sale may be an Interested Party Transaction; and

WHEREAS, it is hereby disclosed or made known to the undersigned stockholder that Red Rock Ventures SBIC III, LP and its affiliates (“**Red Rock**”) may have a financial interest in the Asset Sale, IP Sale, and India Sale, and Kip Meyers is a director of the Company and a director or officer or partner in, or has a financial interest in, Red Rock, such that Mr. Meyers may be deemed an Interested Party, and the Asset Sale, IP Sale, and India Sale may be an Interested Party Transaction.

RESOLVED, that the Asset Purchase Agreement, substantially in the form attached hereto as **EXHIBIT A**, is hereby approved and adopted;

RESOLVED FURTHER, that the IP Purchase Agreement, substantially in the form attached hereto as **EXHIBIT B**, is hereby approved and adopted;

RESOLVED FURTHER, that the India Purchase Agreement, substantially in the form attached hereto as **EXHIBIT C**, is hereby approved and adopted;

RESOLVED, that the Asset Sale, IP Sale, and India Sale, and all of the transactions contemplated thereby, be, and they hereby are, authorized and approved in all respects;

RESOLVED FURTHER, that the officers and directors of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take all such actions, to make all necessary filings, to execute any applications, certificates, agreements, or any other instruments, documents, amendments or supplements to such documents and to do any and all other acts deemed necessary, desirable or in the best interests of the Company in order to carry out the intent and to effectuate the purposes of the foregoing resolutions; and

RESOLVED FURTHER, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved in all respects.

WAIVER OF NOTICE

WHEREAS, Section D(5)(j) of Article Fourth of the Charter provides that the Company is required to give 15 days' prior notice to the holders of Preferred Stock prior to the record date established in connection with the Asset Sale, IP Sale, and India Sale (the "**Required Notice Period**"); and

WHEREAS, the undersigned stockholders (together, the "**Necessary Waiver Vote**"), may waive the Required Notice Period.

RESOLVED, that each of the undersigned stockholders hereby waives, on its own behalf and on behalf of all holders of Preferred Stock, the Required Notice Period.

GENERAL AUTHORIZING RESOLUTION

RESOLVED, that the officers of the Company are hereby authorized and directed, for and on behalf of the Company, to take such further action and execute such additional agreements, instruments or documents as each may deem necessary or appropriate to carry out the purposes of the above resolutions and to consummate the Asset Sale, IP Sale, and India Sale, and all of the transactions contemplated thereby.

Exhibit B

India Purchase Agreement

SHARE PURCHASE AGREEMENT

BETWEEN

RESOLVER INC.

AND

AGILIANCE, INC.

DATED OCTOBER 16, 2017

PRIVILEGED & CONFIDENTIAL

TRADEMARK

REEL: 006949 FRAME: 0195

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SHARE PURCHASE AGREEMENT

This share purchase agreement is made on October 16, 2017

BETWEEN:

RESOLVER INC., a corporation incorporated and registered under the laws of Canada and having its registered office at 111 Peter Street West, Suite 804, Toronto, Ontario M5V 2H1, Canada (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of One Part

AND

AGILIANCE, INC., a corporation incorporated and registered under the laws of Delaware and having its registered office at 845 Stewart Dr., Suite D, Sunnyvale, CA 94085, USA (hereinafter referred to as the "**Seller**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part.

The Purchaser and the Seller shall be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Seller has represented that it is the legal and beneficial owner of the Sale Shares.
- B. The Purchaser has agreed to acquire from the Seller and the Seller has agreed to sell to the Purchaser, the Sale Shares in accordance with the terms of this Agreement. In addition, the Seller has agreed to procure the transfer of beneficial interest in the Beneficial Share in favour of the Purchaser.
- C. The Parties have agreed to enter into this Agreement to record the terms and conditions on which the Sale Shares shall be sold by the Seller and purchased by the Purchaser.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

"Agreement" shall mean this share purchase agreement, including the Recitals above and all Annexes.

"Applicable Law" shall mean all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, bye-laws, notifications, judgements, agreements and regulations, in each case, of any governmental authority having jurisdiction over the relevant matter.

"Beneficial Share" shall mean one (1) equity share of the Company, registered in the name of Mahamad Eliyas Kalamat, an employee of the Company, in his capacity as a nominee of the Seller and following the Closing as a nominee of the Purchaser, in accordance with Section 3.1(e), below.

"Board" shall mean the board of directors of the Company, as constituted from time to time.

"Business Day" means any day other than a Saturday or a Sunday or a day on which the U.S. Federal Reserve Banks or the Bank of Canada is closed.

"Closing" shall mean the consummation of the transactions contemplated in Clause 3.1.

"Closing Date" shall mean, (i) the date of execution of this Agreement; or (ii) such other later date as the Parties may mutually agree upon in writing.

"Company" shall mean Agilience India Private Limited, a company incorporated and registered under the laws of India and having its registered office at 606-608, Wing 1, Level 6, D Block, Cyber Gateway, Madhapur, Hyderabad 500 081, India.

"Encumbrance" shall mean a security interest of whatsoever kind or nature, including any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, or other encumbrance securing an obligation of any person.

"Governmental Authorities" means any court or other governmental, administrative or regulatory authority, agency or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any applicable Law.

"IT Act" shall mean the (Indian) Income Tax Act, 1961, read with rules, orders, notifications and circulars issued thereunder as amended, supplemented, modified or replaced from time to time.

"Laws" shall mean any and all federal, state, provincial, regional, local and municipal laws (including common law), statutes, codes, ordinances, rules and regulations enacted, promulgated or issued and put into effect by a Governmental Authority.

"Purchase Consideration" shall mean an amount of up to USD 774,708 (United States Dollar Seven Hundred Seventy Four Thousand Seven Hundred and Eight), comprised of the aggregate of the Tranche 1 Consideration and Tranche 2 Consideration.

"Sale Shares" shall mean 9,999 equity shares of the Company registered in the name of the Seller.

"Tax" or **"Taxes"** means taxes, charges, fines, assessments, duties and other similar payments to Governmental Authorities of whatever kind, and however denominated, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods and services tax or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax, self-assessment or otherwise and including payments on account of tax and amounts of tax payable in a representative capacity or otherwise) and all penalties, charges, costs and interest, fee, fine, surcharge and cess relating thereto and all liens in connection therewith, and shall include any liabilities for the Taxes of another person whether by contract, operation of law or otherwise.

"Tax Proceedings" shall mean and include suits, recovery proceedings, demands, claims, assessment proceedings (including in a representative capacity), re-assessment proceedings, block assessments, search, survey and seizure related proceedings, tax deduction at source related proceedings, interest or penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) or similar actions in respect of (a) returns, which are filed but in respect whereof no notice has been received; and / or (b) appeals pending to be filed and including such

tax proceedings as are referred to in Section 281 of the IT Act and any other indirect Tax Laws.

"Tranche 1 Consideration" shall mean USD 228,308 (United Stated Dollar Two Hundred Twenty Eight Thousand Three Hundred and Eight).

"Tranche 2 Consideration" shall mean an amount of up to USD 546,400 (United Stated Dollar Five Hundred Forty Six Thousand Four Hundred), representing an amount that is 80% of all cash available in the bank account of the Company in India as on the Closing Date, and as demonstrated by the Seller through the delivery of an updated bank statement of the Company, or other alternative documentary evidence to the satisfaction of the Purchaser.

"USA" shall mean the United States of America.

"USD" shall mean the United States Dollar.

2. SALE AND PURCHASE

- 2.1 Prior to the execution of this Agreement, each Party confirms to the other Party that it has obtained necessary corporate approvals and authorisations necessary for the execution and performance of its obligations under this Agreement.
- 2.2 Subject to and in accordance with the terms and conditions of this Agreement, the Seller agrees to sell, transfer and deliver on the Closing Date, and the Purchaser agrees to purchase all rights, title and interest in the Sale Shares, free and clear of all Encumbrances.
- 2.3 The consideration payable for the sale and purchase of the Sale Shares shall be the Purchase Consideration.

3. CLOSING AND RELATED MATTERS

3.1 Deliveries and actions at Closing

Closing shall take place on the Closing Date, at such time and venue as the Parties may mutually agree in writing. Subject to the terms and conditions of this Agreement, at Closing, each of the Parties undertakes to comply with its respective obligations specified below:

- (a) the Seller shall arrange for and execute the duly stamped share transfer form pertaining to the Sale Shares;
- (b) the Purchaser shall execute the transfer form pertaining to the Sale Shares;
- (c) the Purchaser shall deliver to the Board all documents required in terms of Applicable Law for the appointment of Peter Nguyen as a Director of the Company;
- (d) the Seller shall deliver the original share certificates representing the Sale Shares, along with the duly executed and stamped share transfer form, to the Company;
- (e) the Seller shall cause the Company to convene a meeting of the Board, where, upon approval by the Board, (i) the Company shall duly endorse the original share certificates in respect of the Sale Shares in favour of the Purchaser, and deliver the duly endorsed share certificates to the Purchaser; (ii) Peter Nguyen shall be appointed as a Director, and Joseph Daniel Fantuzzi and Cassandra Wai Chung Ho shall resign from the Board with immediate effect at the close of the Board meeting; and (iii) the Board shall

record that Mahamad Eliyas Kalamat shall hold one equity share of the Company (comprising the Beneficial Share), in his capacity as a nominee of the Purchaser;

- (f) the Purchaser shall remit the Tranche 1 Consideration to the Seller's bank account, as per the details provided to the Purchaser prior to the Closing Date, subject to deduction of applicable Tax at source as per the provisions of the IT Act, read with the double taxation avoidance treaty between India and USA; and
- (g) the Seller shall deliver to the Purchaser an updated bank statement of the Company, or other alternative documentary evidence to the satisfaction of the Purchaser, disclosing the amount of cash available in the bank account of the Company in India as on the Closing Date.

3.2 General covenants and post-Closing actions

- (a) The Purchaser shall remit the Tranche 2 Consideration to the Seller's bank account within three Business Days of the Seller disclosing the amount of cash available in the bank account of the Company in India as on the Closing Date, in compliance with Clause 3.1(g). Payment of the Tranche 2 Consideration shall be subject to deduction of applicable Tax at source as per the provisions of the IT Act, read with the double taxation avoidance treaty between India and USA.
- (b) The Seller and the Purchaser shall cause the Company to effect necessary entries in its Register of Members, Register of Share Transfers and Register of Directors, and make necessary filings with the jurisdictional Registrar of Companies within the timelines prescribed under Applicable Law, to record the actions contemplated in Clause 3.1.
- (c) The Seller shall, on or as soon as practicable following the Closing Date but within the timelines prescribed under Applicable Law, cause Mahamad Eliyas Kalamat to undertake the requisite filings with the Company in form MGT 4, following which, the Purchaser shall file form MGT 5 with the Company and the Seller shall cause the Company to file form MGT 6 with the jurisdictional Registrar of Companies.
- (d) The Seller shall as soon as practicable, but not later than 180 days from Closing, provide the Purchaser with endorsed copies of Form FC-TRS in relation to the Seller's initial acquisition of the Sale Shares ("**Endorsed FC-TRS**"). The Seller shall solely bear all direct and indirect costs and expense, in relation to procuring the Endorsed FC-TRS, including any cost in relation to compounding past non-compliances under Applicable Law.
- (e) The Seller shall cooperate and extend all assistance to the Buyer and the Company to resolve any issues in relation to the obtaining the Endorsed FC-TRS as contemplated in Clause 3.2 (d).
- (f) The Purchaser shall, as soon as practicable following Closing, provide the Seller original certificates from the jurisdictional Governmental Authority, bearing out that the Purchaser has remitted the applicable Tax, deducted at source by the Purchaser in respect of the Tranche 1 Consideration and Tranche 2 Consideration, to such Governmental Authority.
- (g) Each Party shall, in good faith, perform any other actions and execute any other documents required whether under Applicable Law or otherwise to facilitate the transactions contemplated under this Agreement.

4. REPRESENTATIONS AND WARRANTIES

4.1 General warranties

Each Party represents and warrants to the other Party, with respect to itself, that each of the following representations and warranties is true and correct as of the date of this Agreement, which shall be deemed to be repeated as being true and correct as of the Closing Date:

- (a) it is duly organised and validly existing under Applicable Law and has the requisite corporate power and authority, to execute, deliver and perform this Agreement;
- (b) this Agreement and all other documents to be executed pursuant to or in connection with this Agreement will, when executed, constitute valid and binding obligations against such Party, in accordance with their respective terms;
- (c) there are no legal, quasi-legal, administrative or other proceedings, claims, actions or governmental investigations of any nature pending against it or to which its assets are subject, and it has not received notice of any such proceeding, claim, action or governmental investigation against it which relates in any manner to this Agreement or the transactions contemplated by this Agreement or which could otherwise adversely impact its ability to perform this Agreement; and
- (d) no approval or consent of, or declaration or filing with or intimation to, any person is required in connection with its execution, delivery and performance of this Agreement.

4.2 Additional warranties by the Seller

In addition to the warranties set out under Clause 4.1, the Seller represents and warrants to the Purchaser that each of the following representations and warranties is true and correct as of the date of this Agreement, which shall be deemed to be repeated as being true and correct as of the Closing Date:

- (a) the Company is duly incorporated and validly existing under the Applicable Law and has corporate power to carry on its business. The Company is not conducting any business that is not authorised under its charter documents. All statutory books of the Company **(i)** are up-to-date, **(ii)** are maintained in accordance with Applicable Law on a consistent basis and **(iii)** contain accurate records of all matters required to be dealt with in such books and records;
- (b) the Sale Shares have been validly issued and allotted and the Seller is the sole legal and beneficial owner of the Sale Shares having the exclusive right to exercise all voting and other rights over and in respect of such Sale Shares. Subject to the disclosure set out in the Disclosure Schedule hereto, the Seller has a valid and marketable title to the Sale Shares, free and clear of all Encumbrances and is not prohibited or restricted in any manner whatsoever by any contract or Applicable Law to sell the Sale Shares to the Purchaser;
- (c) the Sale Shares have been acquired by the Seller in compliance with Applicable Laws of India, under the Foreign Direct Investment Scheme pursuant to Schedule I of the Foreign Exchange Management (Transfer or Issue of Security) Regulations, 2000. All forms and documents prescribed under Applicable Laws of India required to be filed with any Governmental

Authority in relation to the issuance and allotment of the Sale Shares were duly filed, except the Endorsed FC-TRS as contemplated in Clause 3.2(d);

- (d) the Company has complied on a continuing basis, with all Applicable Laws of India. All consents required under Applicable Laws of India, in order for the Company to carry on its business are, as of the date hereof, and will continue to be in full force and effect on the Closing Date. All filing and reporting required to be done to comply with all Applicable Laws of India have been made from time to time in a timely manner;
- (e) the Company has not received any notice or other communication (official or otherwise) from any governmental authorities or regulatory body with respect to an alleged, actual or potential violation and/or failure to comply with any Applicable Laws of India or requiring it to take or omit any action, or being held vicariously liable for any act or default of any person. The Company is not involved, as claimants, defendants or other parties in any claim, legal action, proceeding, suit, litigation, bankruptcy proceedings, Tax Proceedings, prosecution, investigation, enquiry, mediation or arbitration, and no fact, circumstance and event exists which could give rise to any proceeding relating to or involving the Company for the pre-Closing period;
- (f) all intellectual property which is or has been used in or in relation to, or which is necessary for, the Company (i) has been filed for registration with the Trade Marks Registry of India and (ii) does not infringe any third party intellectual property rights or interests and no claims of infringement of any such rights or interests have been made or threatened by any third party;
- (g) there is no outstanding guarantee, indemnity, suretyship or security (whether or not legally binding) given by or for the benefit of the Company and no Encumbrance has been created over any present assets or revenues of the Company;
- (h) there are no outstanding Taxes or Tax Proceedings against the Seller or the Company;
- (i) the Seller is, and has always been since its incorporation, a tax resident of USA and holds a valid tax residency certificate from the Governmental Authorities of USA and such tax residency has never been challenged by any Governmental Authorities;
- (j) the Sale Shares are not held as stock-in-trade, and the Seller holds the Sale Shares as a 'capital asset' which is classified in its books of accounts under the head of 'investments';
- (k) the Seller does not have any office in India and none of the directors of the Seller is a resident in India;
- (l) all meetings of the board of directors of Seller are held and chaired outside India and the Seller maintains the register of minutes for the meetings of its board of directors outside India;
- (m) the Seller does not have a permanent establishment in India, and the Seller has not deputed any personnel or employees to work in India, for or on behalf of the Seller; and
- (n) the Seller has a place of effective management in USA; and the key managerial and commercial decisions necessary for the Seller to conduct its affairs are made in USA.

4.3 The warranties made by each Party under this Agreement shall survive Closing.

5. NOTICES

5.1 All notices, requests, instructions, claims, demands, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given **(a)** when received, if delivered personally, **(b)** on the second (2nd) Business Day after deposit with FedEx or other generally recognized overnight courier service of national standing (providing proof of delivery) for overnight delivery with proper fees prepaid or **(c)** on the Business Day on which it is sent by email during the recipient's regular business hours (or on the next Business Day after transmission if sent after the recipient's regular business hours) with confirmed receipt the day of transmission, with a copy promptly sent in accordance with the provisions of the preceding clause (a) or (b), to the Parties at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

(a) In the case of notices to the Purchaser:

Address : Resolver Inc.
111 Peter Street West, Suite 804
Toronto, Ontario M5V 2H1
Canada
Attention : Law Department
Telephone : +1 (888) 316 6747
Email : legal@resolver.com

With a copy to:

Address : Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, California 90071
Attention : Samuel T. Greenberg
Telephone : +1 (213) 683 9100
Email : Samuel.Greenberg@mto.com

(b) In the case of notices to the Seller:

Address : Agilience, Inc.
845 Stewart Dr., Suite D
Sunnyvale, CA 94085
Attention : Joe Fantuzzi
Telephone : +1 (408) 200-0400
Email : jfantuzzi@RiskVisionInc.com

With a copy to:

Address : Cooley LLP
3175 Hanover St.
Palo Alto, California 94304
Attention : Matthew Hemington
Telephone : +1 (650) 843-5000
Email : hemingtonmB@cooley.com

6. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 6.1 This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated hereby (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by and interpreted, construed and determined in accordance with, the internal Laws of the State of Delaware (without regard to any conflicts of law provision that would require the application of the Law of any other jurisdiction).
- 6.2 The Court of Chancery of the State of Delaware sitting in New Castle County, or Federal court of USA, sitting within New Castle County in the State of Delaware, and any respective appellate court, shall have exclusive jurisdiction over all disputes between the Parties hereto arising out of or relating to this Agreement. The Parties hereby consent to and agree to submit to the exclusive jurisdiction of such courts. Each of the Parties waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that **(a)** such Party is not personally subject to the jurisdiction of such courts, **(b)** such Party and such Party's property is immune from any legal process issued by such courts or **(c)** any litigation commenced in such courts is brought in an inconvenient forum. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Clause 5.1 shall be deemed effective service of process on such Party.
- 6.3 Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BY THE "PURCHASER"

RESOLVER INC.

Through its authorised signatory

BY THE "SELLER"

AGILIANCE, INC.

Through its authorised signatory

Name : Peter Vinh Quang Nguyen

Designation : Secretary

i

Name :

Designation :

DISCLOSURE SCHEDULE

The following disclosure (and any cross references thereto) shall be specifically and completely disregarded with respect to Purchaser's rights to indemnification, compensation and reimbursement under Applicable Law and is for informational purposes only:

The Seller has not filed the Form FC-TRS in accordance with Applicable Law in respect of the initial acquisition of the Sale Shares.

Exhibit C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Assignment”), dated as of October 17, 2017, is made by and among Resolver SOAR LLC, a Delaware limited liability company (“Assignee”), and Agilience, Inc., a Delaware corporation (“Assignor”). Capitalized terms used but not defined herein shall have the meanings given to them in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of October 16, 2017, by and between Assignee and Assignor.

WHEREAS, pursuant to the Purchase Agreement and subject to the terms and conditions therein, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Purchased Assets and the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Purchased Assets, and Assignee hereby accepts the Purchased Assets and assumes and agrees to observe and perform all the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the Assumed Liabilities, in each case on the terms set forth in the Purchase Agreement.

2. **Terms of the Purchase Agreement.** The parties hereto acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Nothing contained in this Assignment is intended to provide any rights to Assignee or Assignor beyond those rights expressly provided to Assignee or Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on the Assignee or Assignor beyond those obligations and liabilities expressly imposed on Assignee and Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to Assignee or Assignor under the Purchase Agreement.

3. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment 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. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

AGILIANCE, INC.

By: _____
Name:
Title:

ASSIGNEE:

RESOLVER SOAR LLC

By: _____
Name: William Alexander Anderson
Title: Authorized Person

Exhibit D

Form of Seller's Officer's Certificate

AGILIANCE, INC.

CLOSING CERTIFICATE

October 17, 2017

This certificate is being furnished pursuant to Section 2.9(e) of that certain Asset Purchase Agreement, dated as of October 16, 2017, by and between Resolver SOAR LLC, a Delaware limited liability company and Agilience, Inc., a Delaware corporation (“Seller”) (the “Agreement”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

The undersigned, the President of Seller, does hereby certify, in his corporate capacity only and not individually, as follows:

1. Attached hereto as Exhibit A is a true, correct, and complete copy of the Certificate of Incorporation of Agilience India dated February 20, 2008, and the Articles of Association and Memorandum of Association of Agilience India as filed with the Registrar of Companies on February 14, 2008, and as presently in effect.

2. Attached hereto as Exhibit B and Exhibit C, respectively, are true, correct and complete copies of all corporate resolutions duly adopted by (i) the Board of Directors of Seller, and (ii) the shareholders of Seller, that are required in connection with the Agreement, the IP Purchase Agreement, the India Purchase Agreement, any other Transaction Document, or any of the transactions contemplated by any of the foregoing. Such resolutions were duly and validly adopted by Seller’s Board of Directors and the shareholders of Seller, have not been amended, modified, revoked or rescinded, are in full force and effect as of the date hereof and are the only resolutions relating to the matters covered thereby.

3. (i) Subject to the immediately following clause (ii), all of the representations and warranties of Seller set forth in the Agreement, the IP Purchase Agreement and the India Purchase Agreement were true and correct in all material respects as of the Effective Date and as of the IP Closing, and are true and correct in all material respects as of the date hereof and (ii) each of the Fundamental Representations of Seller, and each of the representations and warranties of Seller in the Agreement that contain an express materiality qualification, were true and correct in all respects as of the Effective Date, and are true and correct in all respects as of the date hereof.

4. The Seller Parties have performed and complied in all material respects with all of the covenants and obligations required to be performed by them under the Agreement, the IP Purchase Agreement and the India Purchase Agreement at or prior to the date hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate as of the date first written above.

AGILIANCE, INC.

Name: Joseph Fantuzzi
Title: President

[Closing Certificate]

TRADEMARK
REEL: 006949 FRAME: 0212

EXHIBIT A

ORGANIZATIONAL DOCUMENTS OF AGILIANCE INDIA



For AGILIANCE INDIA PVT. LTD.

Director

प्रारूप 1

पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U72200AP2008PTC057715

2007 - 2008

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

AGILIANCE INDIA PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक बीस फरवरी दो हजार आठ को मेरे हस्ताक्षर से हैदराबाद में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U72200AP2008PTC057715

2007 - 2008

I hereby certify that AGILIANCE INDIA PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Hyderabad this Twentieth day of February Two Thousand Eight.



(RAMAKRISHNAN D)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

आंध्र प्रदेश

Andhra Pradesh

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office.

AGILIANCE INDIA PRIVATE LIMITED

UNIT 503, HUDA TECHNO RESIDENCY, SURVEY NO. 64., PLOT NO. 21, SECTOR III, MADHAPUR,

HYDERABAD - 500081.

Andhra Pradesh, INDIA

TRADEMARK

REEL: 006949 FRAME: 0214

INCORPORATED
UNDER THE COMPANIES ACT, 1956 (1 OF 1956)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AGILIANCE INDIA PRIVATE LIMITED

The following articles shall be the regulations for the management of the company:

1. Application of Table A: The regulations contained in the Table 'A' of the First Schedule to the Companies Act, 1956 in so far as they are applicable to a Private Company shall apply to this Company, save unless, they are expressly or by implication excluded or modified by the following regulations.
2. The Company is a Private Company within the meaning of Section 3(1)(iii) of the Companies Act, 1956 and accordingly:
 - a. No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.
 - b. The number of members of the Company (exclusive of persons who are in the employment of the Company and persons who having been formerly in the employment, were members of the Company while in that employment and have continued to be members after the employment ceased) shall be limited to fifty, provided, for the purpose of these regulations, where two or more persons hold one or more of the shares in the Company jointly, they shall be treated as a single member, and
 - c. The right to transfer the shares of the Company is restricted in the manner and to the extent hereinafter provided.
 - d. Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

- e. The minimum paid up Capital of the Company shall be Rs.1,00,000/- (Rupees One Lakh only) or such sum as may be prescribed.

SHARE AND SHARE CAPITAL

3. The Authorised share capital of the Company is Rs.5,00,000/- (Rupees Five Lakh only) divided into 50,000 (Fifty Thousand) Equity Shares of Rs.10/- (Rupees Ten only) each.
4. The company has power from time to time to increase or reduce its capital and to issue shares in the new capital as equity or preference shares and to attach to any class or classes of such shares, any preference, right, privilege or priorities, in payment of dividends or distribution of assets or otherwise, over any other shares or to subject the same to any restrictions, limitations or conditions and to vary regulations of the company, as far as may be necessary, to give effect to the same and upon the sub-division of a share to apportion the right to participate in profits in any manner, subject to the prior consent of the government of India or the order of the court, if the same is necessary, having being obtained before doing so.
5. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same or any of them to such persons, either at a premium or at par or at a discount and at such times as the directors may think fit and the directors shall have the power to issue any shares as fully paid up in consideration of services rendered to the company for its formation or otherwise, on such terms and conditions as the Board of Directors in their discretion may deem fit, but subject always to the provisions contained in regulation 2.

CALLS ON SHARES AND FORFEITURE

6. The Board of Directors may, from time to time, make such calls upon its members in respect of all monies unpaid on their shares. A call may be made by giving such notice for such amount as the Board of Directors deem fit and shall be deemed to have been made at the time when the resolution of the Board of Directors authorizing such call was passed.
7. If any member fails to pay the amount called on the day appointed for payment thereof, the Board of Directors may at any time thereafter, serve a notice on him requiring him to pay the amount called, together with interest, if any, accrued at such percentage as they deem fit, subject to any restrictions under the Act or by the Government. The notice shall name a further day, on or before which payment is required by the notice to be made and shall state that in the event of non-payment, at or before the time appointed, the share in respect of which the call was made will be liable to be forfeited.

TRANSFER OF SHARES

8. A Share may be transferred by a member or other person, entitled to transfer, to any member selected by the transferor, but save as aforesaid no shares shall be transferred to a person who is not a member, so long as any person/member (or any person selected by the Directors, as one, whom it is desirable in the interest of the company to admit to membership) is willing to purchase the same at the fair value.
9. If the company shall within the space of 30 days, after being served with the notice of transfer, find a member (or person selected as aforesaid) willing to purchase the same (hereinafter called "the purchasing member"), it shall give notice thereof to the

proposing transferor and he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

10. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the company's auditors shall, on the application of either party certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the auditors shall be considered to be acting as an expert and not as an arbitrator and accordingly the Indian Arbitration Act, shall not apply.
11. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the company may receive the purchase money and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share and shall hold the purchase money in trust, for the proposing transferor. The receipt by the company of the purchase money shall be a good discharge to the purchasing member, after his name has been entered in the register in purported exercise of the aforesaid power and the validity of the proceeding shall not be questioned by any person or authority.
12. If the company does not within the space of thirty days, after being served with the transfer notice, find a member (or person as selected aforesaid) willing to purchase the share and gives notice in the manner aforesaid, the proposing transferor shall at any time, within three calendar months afterwards, be at liberty (subject to regulation 10 hereof) to sell and transfer the shares to any person and at any price.
13. The Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of a share.
14. Where the shares devolve on the heirs of a deceased member, the Directors may, at their absolute discretion, admit such heir as member and recognize the transfer of the shares in his name or at their discretion, without assigning any reason, refuse to do so and thereupon the provisions of the Articles of these presents, regarding the transfer of shares and purchase of share shall apply to the shares so inherited and the heirs shall be compelled to sell the shares in the manner provided therein to any member or other person chosen by the directors.
15. When the shares are inherited by or devolved on more than one heir it shall be open to the Directors of the company, to choose any of the heirs to be the share-holder and thereupon the other heirs of deceased member shall sell to the person so chosen, their rights and interest in the said shares and provision of the above articles regarding the valuation shall apply to such sale.
16. Notwithstanding any thing contained in this Act, but subject to the provisions of sub-section (2) of this section and Section 77B, a Company may purchase its own shares or other specified (hereinafter referred to as "buy-back") out of-
 - (i) Its free reserves; or
 - (ii) The Securities premium account; or
 - (iii) The proceeds of any shares or other specified securities;

Provided that no buy-back of any kind of shares or other specified securities shall be made out of the proceeds of an earlier issue of the same kind of shares or same kind of other specified securities.

BORROWING POWERS

17. The Directors may from to time at their discretion and subject to the provisions of the Act, raise or borrow from any person or persons and secure the repayment of any sum or sums of money, borrowed for the purpose of the company and may themselves lend to the company, on any security or otherwise, any sums of money or arrange to obtain banking credits or other banking facilities and may generally exercise all the powers of borrowing.

GENERAL MEETING (S)

18. Two members present in person or through proxy shall form quorum for any General Meetings of the Company.
19. All General Meeting(s) including Annual General Meetings of the Company may be held after giving not less than seven days notice in writing. Further a General Meeting may be called after giving a shorter notice than specified above, if consent is accorded thereto in the manner laid down under Section 171(2) of the Companies Act, 1956.
20. The provisions of Section 173(2) and Section 176(2) of the Companies Act, 1956 shall not apply to this company.
21. Subject to any rights or restrictions for the time being attached to equity shares, the voting rights of members, on a poll, shall be as laid down in Section 87 of the Act. Further, where two or more persons are jointly registered as holders of any one share, any of such persons may vote at any meeting either personally or through an attorney, as if he were solely entitled thereto and if more than one of such joint holders be present at a meeting personally or through his attorney, one of such persons so present whose name stands first in the register of members, in respect of such share shall alone be entitled to vote.

BOARD OF DIRECTORS

22. The company shall have not less than two and not more than twelve directors including nominee, alternate, additional and other kinds of Directors, if any, on the Board.
23. The first directors of the Company shall be:
 1. **Y. CHAKRADHAR**
 2. **S. MADHUSUDANA SARMA**
24. Any individual, whether a member of the company or not, may be appointed as an Additional Director by the Board and no qualification by way of share holding shall be required for any Director and the provisions of Section 255 and 256 of the Companies Act, 1956 relating to retirement of Directors by rotation, shall not apply to the Company.
25. The Board of Directors shall have the power to appoint Alternate Director(s) in the manner stated in Section 313 of the Act.
26. Each Director shall be paid out of the funds of the company as sitting fees, such sums as may be determined by the Board, not exceeding Rs.10,000/- for every meeting of the Directors at which he shall be present in person besides, traveling, hotel and other expenses.

27. Subject to the provisions of Section 314 of the Act, where any Director is appointed to advise the Board as an expert or is to be called upon to perform extra services or make special exertion for any of purpose of the company, the Directors may pay to such Director, such special remuneration as they may think fit, which remuneration may be in addition to or in substitution of the sitting fees, specified in the preceding article.
28. No Director shall be disqualified by his office from contracting with or on behalf of the Company nor shall any such contract entered into by or on behalf of the company in which any directors, so contracting or being so interested, be liable to the company for any profit realised by any such contract by reason only of such office or of the judicial relations thereby established, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract is first taken into consideration, if his interest was existing on that date, or in any other case, at the first meeting of the directors after the acquisition of such interest.

CHAIRMAN

29. The Board of Directors shall elect the Chairman from amongst themselves from time to time, for such period as may be decided by the Board.
30. The Chairman shall, if personally present, preside over the meetings of the Board of Directors and of all the meetings of the members.
31. In the absence of the Chairman, the Managing Director, if any or any Director elected for the purpose shall preside over the meetings of Board of Directors.

MANAGING DIRECTOR (S)/WHOLE TIME DIRECTOR (S)

32. Subject to the provisions of the Act, the company may appoint a Managing Director(s)/Whole Time Director(s) for such term and on such remuneration (whether by way of salary or commission or both) as the Board may think fit.
33. Subject to the provisions of the Act, the Board may appoint any other Director as Joint/ Additional Managing Director(s) and / or Whole Time Director(s) for such term and on such remuneration (whether by way of salary or commission or both) as the Board may think fit.
34. Subject to the provisions of the Act, the Directors may from time to time, entrust to and confer upon the Managing Director (s) / Whole Time Director(s) for the time being, such of the powers exercisable under these provisions by the Directors, as they may think fit and may confer such powers for such time and conditions and with such restrictions as they may think expedient and they may from time to time, withdraw, revoke or vary all or any such powers.

MANAGER (S) /CHIEF EXECUTIVES

35. In the event of Board of Directors of the company deciding not to appoint a Managing Director/Whole Time Director, the Board of Directors may appoint a Chief Executive, who shall, subject to the superintendence, control and direction of the Directors, be responsible for the day to day affairs of the company. Such Chief Executive may or may not be designated as a Manager as defined under the Companies Act, 1956 and unless otherwise specified by the Directors in the letter of appointment to the said

person; the provisions of the Companies Act, 1956 relating to such appointment shall not apply.

INDEMNITY

36. Subject to the provisions of Section 201 of the Act, the Managing director, any Director, officer or employee of the company, shall be indemnified by the company against claims, liabilities and all costs, losses and expenses (including traveling expenses) which the Managing Director, any Director or officer or employee of the company, may incur or become liable, by any reason or contract entered into or act or deed done by them as such Managing Director or Director or Officer or employee in any way in the discharge of their duties.

SEAL

37. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and except in the presence of at least one Director or Managing director, if any, and that Director or Managing Director shall sign every instrument to which the seal of the company is so affixed in his presence.

SECRECY

38. No member shall be entitled to inspect the company's books (including its books of accounts) without the permission of the Directors or to acquire discovery of any information in respect of any details of the company trade or any matter which is or may be in the nature of trade secret or secret process or trade mystery which may relate to the conduct of the business of the company and which in the opinion of the Directors, will not be expedient in the interest of the members and/or the company to be communicated to the public.

LIEN

39. The company shall have first and paramount lien upon all shares registered in the name of each shareholder for his debts, liabilities and engagements either solely or jointly with any other person, to or with the company, whether the period for payment, fulfillment or discharge thereof shall have actually arrived at or not and when any share is held by more persons than one, the company shall have a lien thereon in respect of all monies so due from them all or any of the holders thereof.

NOMINATION

40. Every holder of the shares in or holder of debentures of the Company may, at any time, nominate in the prescribed manner, a person to whom his shares in or debentures of the Company shall vest in the event of his death.
- a) Joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or the debentures of the company shall vest in event of the death of all the joint holders.
 - b) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in, or debentures of, the company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or debentures of, the company, the nominee shall, on the death of the holder

of the shares or debentures of the company or, as the case may be, on the death of the joint holders become entitled to all the rights in the shares or debentures of the company or, as the case may be, all the joint holders, in relation to such shares in, or debentures of the company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

- c) Where the nominee is a minor, the holder of shares or of debentures, may make nomination to appoint in the prescribed manner, any person to become entitled to shares in or debentures of the company in event of his death, during the minority.

Sl. No.	Signatures, Name, Addresses Descriptions and Occupation of the Subscribers	Signature, Name, Address, Description and Occupation of the Witness
1.	Sd/- Chakradhar Yadavalli S/o Krishnanandam Yadavalli 15-21-48/13/G4 Kukatpally Balaji Nagar Hyderabad – 500 070. DOB: 16-06-1975 Occ: Service	
2.	Sd/- Susarla Madhusudana Sarma S/o S. Anjaneya Sastry 6-3-595/55/1 Padmavati Nagar Colony Khairatabad Hyderabad – 500 004 DOB: 15-04-1965 Occ: Profession	Sd/- D.Sri Manikya Ram S/o D.V. Rama Krishna Rao 6-3-668/10/1, First Floor Durga Nagar Colony, Punjagutta Hyderabad – 500 082 Occ: Company Secretary ACS:14939

Place: Hyderabad
Date : 14.02.2008

INCORPORATED
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
AGILIANCE INDIA PRIVATE LIMITED

- I. The name of the Company is AGILIANCE INDIA PRIVATE LIMITED.
- II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
- III. The objects of the company for which it is being established are:
 - A. THE MAIN OBJECTS TO BE PURSUED BY COMPANY ON ITS INCORPORATION ARE:**
 1. To engage in the business of design, development, maintenance, quality assurance, customer support, training, professional services, consulting services, marketing, sales and e-commerce of software related offerings packaged as enterprise software products, appliance hardware products and as a hosted service offering for the domestic and foreign markets.
 2. To set up and operate units in Software Technology Parks of India and Special Economic Zones (SEZ) for engaging in the business of design, development, maintenance, quality assurance, customer support, training, professional services, consulting services, marketing, sales and e-commerce of software related offerings packaged as enterprise software products, appliance hardware products and as a hosted service offering for the domestic and foreign markets.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

1. To obtain licenses, concessions, grants, decrees, rights, powers and privileges whatsoever and to acquire or purchase or take over the same or to transfer the same in favour of the Company or any other person, firm or Company.
2. To buy, lease or otherwise acquire lands, buildings and any other movable or immovable properties on such terms and conditions as the Company thinks fit.
3. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company and the issue of its capital including any commission, brokerages, costs and charges in connection therewith, costs, charges and expenses of negotiation and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
4. To purchase or by any other means, acquire, protect, prolong and renew whether in India or elsewhere, any patents, patent rights, invention, licences, protections and concessions, which may appear likely to advantageous or useful to the Company and to use and turn to account, and to manufacture under or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the company may acquire or propose to acquire.
5. To insure with any other Company, firm or persons against losses, damages and risks of all kinds which may affect the Company and to defend for rights in respect of the properties of the Company as may be deemed necessary from time to time.
6. To acquire and put up telegraphs, telephones, phonographs, and all such apparatus, in connection with the generation, accumulation, distribution, supply and employment of electricity or any power that can be used as a substitute, including cables, wires, and other appliances and formation of exchanges or centres.
7. To carry out scientific and technical research in any field whatsoever and to develop, exploit and turn to account the know-how and other fruits of such research developed in India or abroad.
8. To promote and form, and to be interested in and take, hold and dispose of shares in other companies, for all or any of the objects mentioned in this Memorandum and to transfer to any such company any property in the Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities, in or of any such company and to subsidise or otherwise assist any such company.
9. To enter into collaboration agreements or arrangements or contracts with otherwise, whether in India or abroad for the purpose of technical study, research, know-how, process, patent rights, establishment, management or conduct of the business for attainment of all or any of the objects of the Company.

10. To enter into partnership or agreement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise, with any person, firm or company, carrying on or engaged, in or about to carry on or engage in the business or transaction which this Company is authorised to carry on.
11. To advance or lend surplus money, with or without security to any person, firm or company having dealings with the Company for the company's purpose upon such terms and conditions as the Company may think fit but not to carry on the business of Banking as defined in the Banking Regulations Act, 1949.
12. To receive moneys on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures, or debentures stock and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be but shall not carry on Banking business as defined in Banking Regulations Act, 1949. The acceptance of deposits shall be subject to Section 58-A of the Companies Act, 1956 and the rules framed there under.
13. To let out on hire or lease or sell, exchange, mortgage, or to let on royalty, or to grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares whether fully or partly paid up or securities of any other company for the purpose of the members.
14. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services of the Company in connection or alter its incorporation either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full or in part or otherwise.
15. To guarantee the performance of any contract or obligations of and the payment of the money or dividend and interest on any stock, shares or securities of any Company, Corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the objects of the Company or the interest of its shareholders.
16. To appoint agents, sub-agents, dealers, canvassers, sales representatives, salesmen, stockings, for transacting all kinds of business which this Company is authorised to carry on and constitute Agencies for this Company in India or any other country.
17. To adopt such means of making know the products of the Company as may seem expedient and in particular by advertising in press, by circulars, by purchase and exhibitions of works of art or interest, by publications of books and periodicals by granting prizes, rewards, donations and scholarships.
18. To employ or otherwise acquire technical experts, skilled and unskilled labour for the purposes of business of the Company.

19. Subject to the provisions of the Act to invest and deal with the money of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Board of Directors of the Company.
20. To mark advances upon or for the purchase of properties, materials, goods, machinery, stores and other articles for the purposes of the Company.
21. To draw, accept and make, to endorse, discount, negotiate promissory notes, hundies, bills of exchange, bills of lading and other negotiable or transferable instruments in accordance with Negotiable Instruments Act & Banking Regulations Act, 1949.
22. To remunerate or make donation to (by cash or other assets or by allotment of fully or partly paid up share or by call or option of shares, debentures, or securities of this or any other Company or in any other manner) any person, firm or company for services rendered or to be rendered to the Company.
23. To enter into arrangements with any authorities (local or otherwise), persons or corporations that may seem conducive to the company's objects, or any of them, and to obtain from such authority, any rights, privileges and concessions which the company may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
24. To provide for the welfare of employees, or ex-employees of the Company and the wives and families or the dependants or relatives of such persons by building and contributing to the building of house, dwelling or chawls or by grants of money, pension, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries as the Company shall think fit.
25. To denote, subscribe or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national and other institutions and objects which shall have any moral or other claim to be supported or aided by the Company either by reason of locality, operation or of public and general utility or otherwise.
26. To sell the undertaking and all or any of the property of the Company for cash or for stock shares or securities of any other Company or for other consideration.
27. To buy, import, sell, repair, alter, exchange, let on hire, export and deal in all kinds of articles, things which may be required for purpose of any of the business authorised by this Memorandum.
28. To amalgamate with any company or companies having objects altogether or in part similar to those of this Company.
29. To acquire, experiment, invent or make research and collaborate with foreign firms for by or belonging to the Company in any person, firm or company or authority on behalf of or for the benefit of the company.

30. To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund or any other Special Fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purpose, conducive to the interests of the Company.
31. To place to reserve or to distribute as dividend or bonus among the members or otherwise to apply, as the Company may from time to time think fit, any monies received by way of premium on shares or debentures issued at a premium by the Company, and any monies received in respect of dividends accrued on forfeited shares, and monies arising from the sale by the Company of forfeited shares.
32. Upon winding up of the Company, to distribute any of the properties of the Company amongst the members in specie or kind.
33. To refer to or agree to refer any claim, demand, dispute or question by or against the Company or in which the Company is interested or concerned, to arbitration in India or elsewhere and to observe and perform and to do all acts, duties, matters and things to carry out or enforce the awards.
34. To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of any of the objects of the Company in any part of the world, and as principals, agents, contractors, or otherwise and by, agents or otherwise, and either along or in conjunction with others

C. THE OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE:

1. To carry on the business in India and abroad of providing all kinds of recruitment / placement services and designing recruiting brochures and implementation of alternative recruitment programmes.
2. To buy or generate for its own use / for commercial purpose or distribution or otherwise, steam, heat, light, electricity gas or other motive power and for that purpose levy, sell or manufacture cables, wires, dynamos, motor converters, generators and all other electrical or other articles and goods subject to the guidelines issued by the Government of India
3. To carry on business as commission agents for all kinds of cloth, yarn, cotton, wool, silk, rayon, other synthetic fibers and textiles and drugs, chemicals, food-grains, seeds, pulses, oil seeds, sugar, provisions, oilman stores, goods, articles and things whatsoever.
4. To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with shares, stocks and securities.
5. To act, carry on the business of transport contractors and for this purpose either acquires by purchase or otherwise vehicles and operates them for profit.
6. To carry on the business of manufacturers and / or dealers in cable splices, protection equipment, computer hardware.
7. To purchase, take on leases or otherwise acquire any mining rights, mines and lands in India or elsewhere.
8. To carry on the business of manufacturers or dealers in cement, tiles marbles and all other kinds of construction material.

- IV. The liability of the members of the Company is limited.
- V. The Authorised Share Capital of the Company is Rs.5,00,000/- (Rupees Five Lakh only) divided into 50,000 (Fifty Thousand) Equity Shares of Rs.10/- each (Rupees Ten only) each with power to increase or reduce the capital of the Company and to divide the share in the capital for the time being and to attach thereto respectively such rights, privileges or conditions as may be determined by or accordance with the regulations of the Company and to vary, modify or abrogate any rights privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

- VI. We, the several persons, whose names and addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Equity Capital of the Company set opposite to our respective names.

Sl. No.	Signatures, Name, Addresses Descriptions and Occupations of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature, Name, Address, Description & Occupation of the Witness
1.	Sd/- Chakradhar Yadavalli S/o Krishnanandam Yadavalli 15-21-48/13/G4 Kukatpally Balaji Nagar Hyderabad – 500 070. DOB: 16-06-1975 Occ: Service	9,000 (Nine thousand only)	Sd/- D.Sri Manikya Ram S/o D.V. Rama Krishna Rao 6-3-668/10/1, First Floor Durga Nagar Colony, Punjagutta Hyderabad – 500 082 Occ: Company Secretary ACS:14939
2.	Sd/- Susarla Madhusudana Sarma S/o S. Anjaneya Sastry 6-3-595/55/1 Padmavati Nagar Colony Khairatabad Hyderabad – 500 004 DOB: 15-04-1965 Occ: Profession	1,000 (One Thousand only)	
	Total number of equity shares taken	10,000 (Ten thousand only)	

Place: Hyderabad
Date: 14.02.2008

EXHIBIT B

SELLER BOARD RESOLUTIONS

TRADEMARK

REEL: 006949 FRAME: 0230

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
AGILIANCE, INC.**

The undersigned, constituting all of the members of the Board of Directors (the “**Board**”) of **AGILIANCE, INC.**, a Delaware corporation (the “**Company**”), pursuant to Section 141(f) of the Delaware General Corporation Law, hereby adopt the following resolutions by unanimous written consent:

APPROVAL OF ASSET SALE

WHEREAS, the Board deems it to be in the best interests of the Company, its stockholders to sell substantially all of its assets (the “**Assets**”);

WHEREAS, the Board deems it to be in the best interests of the Company and its stockholders to enter into that certain Asset Purchase Agreement by and among the Company and Resolver SOAR LLC, a Delaware limited liability company (“**Buyer**”), in substantially the form attached hereto as **EXHIBIT A** (the “**Asset Purchase Agreement**”), pursuant to which the Company will sell the Purchased Assets (as defined in the Asset Purchase Agreement) to the Buyer in consideration for (i) the payment to the Company of \$201,000 (as such amount is adjusted pursuant to the terms of the Asset Purchase Agreement), to be paid in the form of cash at Closing (as defined in the Asset Purchase Agreement), subject to a \$200,000 Holdback (as defined in the Asset Purchase Agreement), and (ii) the assumption of the Assumed Liabilities (as defined in the Asset Purchase Agreement), such transaction (the “**Asset Sale**”);

WHEREAS, prior to the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold all of its Intellectual Property (as defined in the Asset Purchase Agreement) assets to Resolver Inc. (“**Buyer Parent**”) or an Affiliate (as defined in the Asset Purchase Agreement) of Buyer Parent, pursuant to the Purchase Agreement, substantially in the form attached hereto as **Exhibit B** (the “**IP Purchase Agreement**”), pursuant to which Buyer Parent will acquire the Acquired IP Assets (as defined in the IP Purchase Agreement) for \$4,070,692, to be paid in the form of cash at Closing (as defined in the IP Purchase Agreement) (i) to WF Fund IV Limited Partnership (“**WF**”) to pay off, on behalf of the Company, the Company’s outstanding Debt (as defined in the Asset Purchase Agreement) to WF, and (ii) the remainder to the Company (the “**IP Sale**”);

WHEREAS, concurrently with the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the

consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold all of the equity shares in Agilience India Private Limited, a company incorporated and registered under the laws of India and having its registered office at 606-608, Wing 1, Level 6, D Block, Cyber Gateway, Madhapur, Hyderabad 500 081, India (“**Agilience India**”) to Buyer Parent or an Affiliate of Buyer Parent pursuant to the Share Purchase Agreement, substantially in the form attached hereto as **Exhibit C** (the “**India Purchase Agreement**”), pursuant to which Buyer Parent will acquire the Sale Shares (as defined in the India Purchase Agreement) for \$228,308 in the form of cash at Closing (as defined in the India Purchase Agreement) (the “**India Sale**” and together with the Asset Sale and IP Sale, the “**Transaction**”);

WHEREAS, with respect to its consideration of the Transaction, the Board has considered all known available options and alternatives for the Company and considered factors including, but not limited to, (i) the Board’s conclusion that, absent a significant equity infusion, given the Company’s limited financial resources, current financial position (including cash flows and projected expenditures), and business prospects, it will be difficult for the Company to successfully compete; (ii) the terms and conditions of the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement, which lead the Board to conclude that it is reasonably likely that the Transaction will be completed, that the Company will likely be able to distribute a portion of the proceeds from the Asset Sale to the holders of the Company’s Series C Preferred Stock, and that the Company will most likely be able to pay, or provide for the payment of, the liabilities owed to its creditors; (iii) that the efforts made by the Company’s management to solicit indications of interest from third parties regarding a potential purchase of, or investment in, the Company, resulted in very limited responses, of which the proposed Transaction was the most attractive indication of interest received by the Company in terms of amount and adequacy of consideration and certainty of closing; (iv) the risk that the Transaction might not be completed in a timely manner or at all; (v) the fact that the Company’s stock is illiquid and does not have a readily determinable fair market value; (vi) the fact that the Transaction is structured as an asset sale and Buyer would assume only select limited liabilities, which means that the Company would remain responsible for liabilities not assumed by Buyer; (vii) the fact that the assertion of indemnification claims or discovery of additional liabilities could delay or prevent distributions of consideration to the Company’s stockholders; and (viii) the interests of certain directors and executive officers of the Company in the Transaction (together, the “**Factors**”);

WHEREAS, after considering the Factors, and in light of the Company’s financial position and the totality of information available, presented and considered, and the overall effect of the Transaction on the Company’s creditors

and stockholders compared to continuing the business of the Company or seeking other potential parties to effect an investment in, or other business combination or acquisition transaction with, the Board believes that the Transaction would likely return the greatest value to the Company's stockholders as compared to other available alternatives;

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between the Company and one or more of its directors or officers or any other corporation, partnership, association or other organization in which one or more of the directors or officers of the Company is an director or officer of, or has a financial interest in (any such party is referred to herein individually as an "**Interested Party**," or collectively as the "**Interested Parties**," and any such contract or transaction is referred to herein as an "**Interested Party Transaction**"), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (ii) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders, or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS, it is hereby disclosed or made known to the Board that Castile Ventures III L.P. ("**Castile**") may have a financial interest in the Transaction, and Nina Saberi is a director of the Company and a director or officer or partner in, or has a financial interest in, Castile, such that Ms. Saberi may be deemed an Interested Party, and the Transaction may be an Interested Party Transaction;

WHEREAS, it is hereby disclosed or made known to the undersigned stockholder that Red Rock Ventures SBIC III, LP and its affiliates ("**Red Rock**") may have a financial interest in the Transaction, and Kip Meyers is a director of the Company and a director or officer or partner in, or has a financial interest in, Red Rock, such that Mr. Meyers may be deemed an Interested Party, and the Transaction may be an Interested Party Transaction;

WHEREAS, the Board is aware of the material facts related to the Transaction and has had an adequate opportunity to ask questions regarding, and investigate the nature of, the relationships and/or interests of the Interested Parties with and in the Company in connection with the Transaction; and

WHEREAS, the Board has determined that the execution, delivery and

performance of the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement and the consummation of the transactions contemplated thereby, are just and equitable and fair as to the Company and has directed that the Transaction and Asset Purchase Agreement and IP Purchase Agreement be submitted to the stockholders of the Company for their approval in accordance with the DGCL, California law or otherwise.

RESOLVED, that the Transaction is approved and the form, terms and provisions of the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement including all forms of agreements, exhibits, lists and schedules attached thereto (together, with the Asset Purchase Agreement, IP Purchase Agreement and India Purchase Agreement, the “**Agreements**”), and the Company’s performance of its obligations and consummation of the transactions contemplated thereunder are approved in all respects, subject to the approval by the stockholders of the Company as required by the DGCL, California law or otherwise;

RESOLVED FURTHER, that for purposes of the net exercise provision of the Warrant to Purchase Stock, dated May 9, 2014, if such holder desires to net exercise such warrant immediately prior to the Closing, the Board hereby deems the fair market value of one share of Series C Preferred Stock equal to the amount per share payable to each holder of each share of Series C Preferred Stock in the Transaction;

RESOLVED FURTHER, that the officers of the Company are authorized and directed, for and on behalf of the Company, to execute and deliver the Agreements and any and all other Transaction Documents (as such term is defined in the Asset Purchase Agreement), including but not limited to the Intellectual Property Assignment Agreement and the Assignment and Assumption Agreements, and to take all actions deemed necessary or appropriate to cause the Company’s obligations thereunder to be performed;

RESOLVED FURTHER, that the officers of the Company are authorized and directed, for and on behalf of the Company, to negotiate or otherwise cause such additions, modifications, amendments or deletions to be made to any of the Agreements and the Transaction Documents, and the execution and delivery thereof by any officer of the Company shall be deemed conclusive evidence of the approval of any such addition, modification, amendment or deletion;

RESOLVED FURTHER, that all prior actions taken by the officers of the Company with respect to the preparation of the Agreements and the Transaction Documents and otherwise in connection with effecting the purposes and intent of the Transaction are authorized, ratified and approved in all respects; and

RESOLVED FURTHER, that the Company is hereby authorized to execute and deliver all such instruments, notices and certificates, to make all such

payments, to make all such filings pursuant to state laws or otherwise (and any such filings heretofore made are hereby ratified), and to do all such other acts and things as are necessary or desirable in order to carry out the intent and purposes of the foregoing resolutions.

SUBMISSION OF ASSET SALE, IP SALE, INDIA SALE, ASSET PURCHASE AGREEMENT, IP PURCHASE AGREEMENT AND INDIA PURCHASE AGREEMENT FOR STOCKHOLDER APPROVAL

RESOLVED, that based on its review of all relevant factors, including, without limitation, the terms of the Asset Sale, IP Sale and India Sale and related transactions, the Board has determined that the Asset Sale, IP Sale and India Sale are in the best interests of the Company and its stockholders;

RESOLVED FURTHER, that the Board declares the Asset Purchase Agreement, IP Purchase Agreement, and India Purchase Agreement to be advisable and recommends that the Company's stockholders adopt and approve the Asset Sale, IP Sale, India Sale, Asset Purchase Agreement, IP Purchase Agreement, and India Purchase Agreement;

RESOLVED FURTHER, that the officers of the Company be, and each hereby is, authorized and directed to prepare one or more disclosure and information statements or other summaries outlining the terms of the Asset Purchase Agreement, IP Purchase Agreement, India Purchase Agreement, the Transaction Documents, the Asset Sale, IP Sale and India Sale, with such disclosure as required by applicable law or as the officers of the Company deem necessary, appropriate or advisable, and to deliver such disclosure and information statement or statements to the stockholders of the Company as required by applicable law or as such officers deem necessary, appropriate or advisable; and

RESOLVED FURTHER, that the officers of the Company are authorized and directed, for and on behalf of the Company, to submit the Asset Purchase Agreement, IP Purchase Agreement, India Purchase Agreement, the Asset Sale, IP Sale and India Sale to the Company's stockholders for adoption and approval by such stockholders and to take all such other actions that any of the officers of the Company deem to be necessary or appropriate to solicit the adoption and approval of the Asset Purchase Agreement, IP Purchase Agreement, India Purchase Agreement, the Asset Sale, IP Sale and India Sale by the Company's stockholders.

GENERAL AUTHORIZING RESOLUTION

RESOLVED, that the officers of the Company are authorized and directed, for and on behalf of the Company, to make such filings and applications, to execute and deliver such documents and instruments, and to do such acts and things as such officer deems necessary or advisable in order to carry out the

foregoing resolutions or the purposes thereof, and any of such acts taken and/or things done to date in connection with the matters contemplated by the foregoing resolutions be, and they hereby are, authorized, ratified, confirmed and approved in all respects.

* * *

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EXHIBIT C

SELLER SHAREHOLDER RESOLUTIONS

**ACTION BY WRITTEN CONSENT
OF THE STOCKHOLDERS
OF
AGILIANCE, INC.**

In accordance with Sections 228 and 271 of the Delaware General Corporation Law (the “**DGCL**”), Sections B and D(2)(a) of Article Fourth of the Amended and Restated Certificate of Incorporation (the “**Charter**”) of Agiliance, Inc., a Delaware corporation (the “**Company**”) and Section 1.10 of the Bylaws of the Company, the undersigned stockholders of the Company, who hold (i) a majority of the outstanding shares of Common Stock of the Company (“**Common Stock**”) and Preferred Stock of the Company (“**Preferred Stock**”) voting together as a single class on an as converted basis, (ii) a majority of the Common Stock; (iii) a majority of the Preferred Stock; and (iv) at least seventy percent (70%) of the outstanding Series C Preferred Stock, hereby take the following actions and adopt the following resolutions by written consent without a meeting:

APPROVAL OF ASSET PURCHASE AGREEMENT, ASSET SALE, IP PURCHASE AGREEMENT, IP SALE, INDIA PURCHASE AGREEMENT, AND INDIA SALE

WHEREAS, the Board of Directors of the Company (the “**Board**”) has determined, after due consideration of all relevant factors, that it is advisable and in the best interest of the Company and its stockholders for the Company to accept an offer from Resolver Inc. (“**Buyer Parent**”) that its subsidiary Resolver SOAR LLC, a Delaware limited liability company (the “**Buyer**”), purchase those assets of the Company that are used in the conduct of or that otherwise support the Company’s business (the “**Purchased Assets**”) and has determined it is in the best interests of the stockholders of the Company to enter into an Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit A** (the “**Asset Purchase Agreement**”), pursuant to which the Buyer will acquire the Purchased Assets for cash consideration (the “**Asset Sale**”);

WHEREAS, prior to the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold its Intellectual Property (as defined in the Asset Purchase Agreement) assets to Buyer Parent or an Affiliate (as defined in the Asset Purchase Agreement) of Buyer Parent pursuant to the Purchase Agreement, substantially in the form attached hereto as **Exhibit B** (the “**IP Purchase Agreement**”), pursuant to which the Buyer Parent will acquire the Acquired IP Assets (as defined in the IP Purchase Agreement) for cash consideration (the “**IP Sale**”);

WHEREAS, concurrently with the Closing (as defined in the Asset Purchase Agreement), and as one of the conditions precedent to the consummation of the transactions contemplated by the Asset Purchase Agreement, the Company shall have sold all of the equity shares in Agiliance India Private Limited, a company incorporated

and registered under the laws of India and having its registered office at 606-608, Wing 1, Level 6, D Block, Cyber Gateway, Madhapur, Hyderabad 500 081, India (“**Agilience India**”) to Buyer Parent or an Affiliate of Buyer Parent pursuant to the Share Purchase Agreement, substantially in the form attached hereto as **Exhibit C** (the “**India Purchase Agreement**”), pursuant to which Buyer Parent will acquire the Sale Shares (as defined in the India Purchase Agreement) for cash consideration (the “**India Sale**”);

WHEREAS, the Board has determined that the consideration to be received by the Company in connection with the Asset Sale, IP Sale, and India Sale is fair, just and reasonable to the Company and the stockholders of the Company;

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between the Company and one or more of its directors or officers, or between a corporation and any other corporation, partnership, association or other organization in which one or more of the officers or directors of the Company is an officer or director of, or has a financial interest in (any such party is referred to herein as an “**Interested Party**” and any such contract or transaction is referred to herein as an “**Interested Party Transaction**”), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the director’s or officer’s relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director’s or officer’s relationship or interest and as to the contract are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the stockholders; or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS, the protections of Section 144 of the DGCL require disclosure to the stockholders, to the extent not already known to them, of the material facts as to the director’s relationship or interest with regards to the Interested Party Transaction;

WHEREAS, it is hereby disclosed or made known to the undersigned stockholder that Castile Ventures III L.P. (“**Castile**”) may have a financial interest in the Asset Sale, IP Sale, and India Sale, and Nina Saberi is a director of the Company and a director or officer or partner in, or has a financial interest in, Castile, such that Ms. Saberi may be deemed an Interested Party, and the Asset Sale, IP Sale, and India Sale may be an Interested Party Transaction; and

WHEREAS, it is hereby disclosed or made known to the undersigned stockholder that Red Rock Ventures SBIC III, LP and its affiliates (“**Red Rock**”) may have a financial interest in the Asset Sale, IP Sale, and India Sale, and Kip Meyers is a director of the Company and a director or officer or partner in, or has a financial interest in, Red Rock, such that Mr. Meyers may be deemed an Interested Party, and the Asset Sale, IP Sale, and India Sale may be an Interested Party Transaction.

RESOLVED, that the Asset Purchase Agreement, substantially in the form attached hereto as **EXHIBIT A**, is hereby approved and adopted;

RESOLVED FURTHER, that the IP Purchase Agreement, substantially in the form attached hereto as **EXHIBIT B**, is hereby approved and adopted;

RESOLVED FURTHER, that the India Purchase Agreement, substantially in the form attached hereto as **EXHIBIT C**, is hereby approved and adopted;

RESOLVED, that the Asset Sale, IP Sale, and India Sale, and all of the transactions contemplated thereby, be, and they hereby are, authorized and approved in all respects;

RESOLVED FURTHER, that the officers and directors of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take all such actions, to make all necessary filings, to execute any applications, certificates, agreements, or any other instruments, documents, amendments or supplements to such documents and to do any and all other acts deemed necessary, desirable or in the best interests of the Company in order to carry out the intent and to effectuate the purposes of the foregoing resolutions; and

RESOLVED FURTHER, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved in all respects.

WAIVER OF NOTICE

WHEREAS, Section D(5)(j) of Article Fourth of the Charter provides that the Company is required to give 15 days' prior notice to the holders of Preferred Stock prior to the record date established in connection with the Asset Sale, IP Sale, and India Sale (the "**Required Notice Period**"); and

WHEREAS, the undersigned stockholders (together, the "**Necessary Waiver Vote**"), may waive the Required Notice Period.

RESOLVED, that each of the undersigned stockholders hereby waives, on its own behalf and on behalf of all holders of Preferred Stock, the Required Notice Period.

GENERAL AUTHORIZING RESOLUTION

RESOLVED, that the officers of the Company are hereby authorized and directed, for and on behalf of the Company, to take such further action and execute such additional agreements, instruments or documents as each may deem necessary or appropriate to carry out the purposes of the above resolutions and to consummate the Asset Sale, IP Sale, and India Sale, and all of the transactions contemplated thereby.

Exhibit E

Employee Release



845 Stewart Drive, Suite D
Sunnyvale, CA 94085

T: 408-200-0400
F: 408-200-0401

Agreement Date: October 16, 2017

VIA FEDEX AND EMAIL

Employee First & Last Name
Street Address
City, State, Zip

Re: Separation Agreement

Dear First Name:

This letter provides the terms of the separation agreement between you and the Company, provided to aid in your employment transition. This letter agreement (the “**Agreement**”) confirms the terms of your termination, date of agreement (the “**Agreement Date**”), and offers you the severance benefits we discussed in exchange for a release of claims.

1. Termination of Employment. Your last date of employment with the Company will be **October 16, 2017** (the “**Separation Date**”). On that date you will receive your final paycheck from the Company which includes all accrued but unpaid salary and all accrued but unused vacation pay as of the Separation Date. *[If you are a participant under the FY17 Sales Compensation Policy and signed that Policy and your Letter, per the Participant Termination section, you will be eligible for unpaid variable pay earned through the Separation Date.]*

2. Continued Group Health Coverage. Following the Separation Date, you will be able to continue your group health insurance coverage by electing continued coverage pursuant to the federal COBRA law or, if applicable, state insurance laws (collectively, “**COBRA**”), and by the Company’s current group health insurance policies. You will receive a separate notice regarding your COBRA continuation rights and election form.

3. Severance Benefits. Although the Company is not otherwise obligated to do so, if you (i) comply with your continuing obligations under the Proprietary Information Agreement, (ii) have not accepted any new offer of employment prior to the Agreement Date, and (iii) within forty-five (45) days after the Agreement Date, sign, date and return this **Agreement** and the **Separation Date Release** attached hereto as **Exhibit A**, and you subsequently do not revoke within seven (7) days after signing, then you also will receive the following as your sole severance benefits (the “**Severance Benefits**”):

(a) The Company will make a lump sum severance payment equal to \$XX,XXX (less required tax withholdings and deductions) payable after the **Effective Date** (as defined in Section 13(d) of this Agreement below).

(b) By signing below, you acknowledge that you are receiving the Severance Benefits outlined in this Section 3 in consideration for waiving your rights to claims referred to in this Agreement and the Separation Date Release and that you would not otherwise be entitled to the Severance Benefits.

4. No Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you have not earned, are not owed, and will not receive from the Company any additional compensation (including base salary, bonus, incentive compensation, variable compensation, or equity), severance, or benefits **after** the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account) or any vested stock options (if exercised by you).

5. Expense Reimbursements. You agree that, within thirty (30) days of the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

6. Return of Company Property. You agree that, within ten (10) days of the Separation Date, you agree to return to the Company all Company documents (and all copies thereof) and other Company property which you have in your possession or control. You agree that you will make a diligent search to locate any such documents, property and information within the required timeframe. In addition, if you have used any personally owned computer, server, or e-mail system to receive, store, review, prepare or transmit any Company confidential or proprietary data, materials or information, then by the close of business on the Separation Date, you must provide the Company with a computer-useable copy of such information and then permanently delete and expunge such Company confidential or proprietary information from those systems without retaining any reproductions (in whole or in part). **Your timely compliance with this paragraph is a condition precedent to your receipt of the Severance Benefits under this Agreement.**

7. Proprietary Information Obligations. You represent and warrant that, up through the date on which you sign this Agreement, you have been in full compliance with the terms of the Employee At-Will, Confidential Information, Invention Assignment and Arbitration Agreement that you signed (the “**Proprietary Information Agreement**”). You acknowledge and reaffirm your continuing obligations under the Proprietary Information Agreement.

8. Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and the Company and will not be publicized or disclosed in any manner whatsoever; provided, however, that: (a) you may disclose this Agreement in confidence to your immediate family; (b) the parties may disclose this Agreement in confidence to their respective attorneys, accountants, auditors, tax preparers, and financial advisors; (c) the Company may disclose this Agreement to investors and potential investors, and to fulfill standard or legally required corporate reporting or disclosure requirements; and (d) the parties may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law. In particular, and without limitation, you agree not to disclose the terms of this Agreement to any current or former Company employee or independent contractor.

9. Nondisparagement. You agree not to disparage the Company, or the Company’s officers, directors, employees, shareholders and agents, in any manner likely to be harmful to

them or their business, business reputation or personal reputation; provided that you may respond accurately and fully to any question, inquiry or request for information when required by legal process. Likewise, the Company agrees not to disparage you in any manner likely to be harmful to your business or personal reputation; provided that the Company may respond accurately and fully to any question, inquiry or request for information when required by legal process.

10. Nonsolicitation. You hereby agree, for twelve (12) months after the Separation Date, that you will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or entity.

11. No Admissions. The promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by either party to the other party, and neither party makes any such admission.

12. Cooperation and Assistance. You agree, for three (3) years after the Separation Date, that you will not voluntarily provide assistance, information or advice, directly or indirectly (including through agents or attorneys), to any person or entity in connection with any claim or cause of action of any kind brought against the Company (excluding claims or causes of action brought by you), nor shall you induce or encourage any person or entity to bring such claims. However, it will not violate this Agreement if you testify truthfully when required to do so by a valid subpoena or under similar compulsion of law. Further, you agree to voluntarily cooperate with the Company at its request if you have knowledge of facts relevant to any threatened or pending litigation against the Company by making yourself reasonably available for interviews with the Company or its legal counsel, for preparing for and providing deposition testimony, and for preparing for and providing trial testimony.

13. Release of Claims.

(a) **General Release.** In exchange for the consideration provided to you under this Agreement to which you would not otherwise be entitled, including but not limited to the Severance Benefits, you hereby generally and completely release Agilience and its current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, (including, but not limited to, Resolver SOAR LLC, Resolver Holdings Inc., Resolver Inc. and any of their affiliates), parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the “**Released Parties**”) of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date you sign this Agreement (collectively, the “**Released Claims**”).

(b) **Scope of Release.** The Released Claims include, but are not limited to: (i) all claims arising out of or in any way related to your employment with the Company, or the termination of that employment; (ii) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, paid time off, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (iii) all claims for breach of contract, wrongful termination, and breach

of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (the "**ADEA**"), the California Labor Code (as amended), , and the California Fair Employment and Housing Act (as amended).

(c) **Excluded Claims.** Notwithstanding the foregoing, the following are not included in the Released Claims (the "**Excluded Claims**"): (i) any rights or claims for indemnification you may have pursuant to any written indemnification agreement with the Company to which you are a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; (ii) any rights which are not waivable as a matter of law; and (iii) any claims for breach of this Agreement. In addition, nothing in this Agreement prevents you from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, the California Department of Fair Employment and Housing, or any other government agency, except that you acknowledge and agree that you are hereby waiving your right to any monetary benefits in connection with any such claim, charge or proceeding. You hereby represent and warrant that, other than the Excluded Claims, you are not aware of any claims you have or might have against any of the Released Parties that are not included in the Released Claims.

(d) **ADEA Waiver.** You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA, and that the consideration given for the waiver and release in this **Section 13** is in addition to anything of value to which you are already entitled. You further acknowledge that you have received the **Company's ADEA Disclosure** attached hereto as **Exhibit B** and been advised, as required by the ADEA, that: (i) your waiver and release do not apply to any rights or claims that may arise after the date that you sign this Agreement; (ii) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (iii) you have forty-five (45) days in which to consider this Agreement (although you may choose voluntarily to sign it earlier); (iv) you have seven (7) days following the date you sign this Agreement to revoke the Agreement (by providing written notice of your revocation to the Company's Chief Financial Officer); and (v) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after the date that this Agreement is signed by you provided that you do not revoke it (the "**Effective Date**").

(e) **Waiver of Unknown Claims.** In giving the releases set forth in this Agreement, which include claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code which 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.**" You hereby expressly waive and relinquish all rights and benefits under that section and any law or

legal principle of similar effect in any jurisdiction with respect to your release of claims herein, including but not limited to the release of unknown and unsuspected claims.

14. Representations. You hereby represent that you have been paid all compensation owed and for all hours worked, have received all the leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or any other similar state leave act, any applicable law or Company policy, and have not suffered any on-the-job injury for which you have not already filed a workers' compensation claim.

15. Dispute Resolution. To ensure rapid and economical resolution of any disputes regarding this Agreement, the parties hereby agree that any and all claims, disputes or controversies of any nature whatsoever arising out of, or relating to, this Agreement, or its interpretation, enforcement, breach, performance or execution, your employment with the Company, or the termination of such employment, including but not limited to statutory claims, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Francisco, CA conducted before a single arbitrator by JAMS, Inc. ("**JAMS**") or its successor, under the then applicable JAMS employment arbitration rules. The parties each acknowledge that by agreeing to this arbitration procedure, they waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding. You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The Company will pay the JAMS' arbitration fees and costs. Notwithstanding the foregoing, the prevailing party in any arbitration proceeding brought hereunder shall be entitled to recover his or its reasonable attorneys' fees and costs from the other party (including in collection and on appeal, if applicable), to the greatest extent permitted by law. Nothing in this Agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration.

16. Miscellaneous. This Agreement, including its Exhibits, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to the subject matter hereof. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other agreements, promises, warranties or representations concerning its subject matter. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this Agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This Agreement shall be construed and enforced in accordance with the

October 16, 2017

Employee Name

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laws of the State of California without regard to conflicts of law principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement, or rights hereunder, shall be in writing and shall not be deemed to be a waiver of any successive breach or rights hereunder. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures shall be equivalent to original signatures.

If this Agreement is acceptable to you, then within forty-five (45) days after your receipt of this Agreement, please sign and date below and return this fully signed **Agreement** and **Separation Date Release** attached as **Exhibit A** to me. The Company's offer contained herein will automatically expire if we do not receive both within this timeframe.

Please accept my personal thank you for your commitment and contributions for the Agilience, Inc. mission to continue as Resolver SOAR, LLC. I wish you the best in your future endeavors.

Sincerely,

Agilience, Inc.

By: _____
Joe Fantuzzi
President & Chief Executive Officer

Exhibit A – SEPARATION DATE RELEASE

Exhibit B – DISCLOSURE UNDER TITLE 29 U.S. CODE SECTION 626 (f) (1) (H)

UNDERSTOOD AND AGREED:

Signature of Employee Name

Date

Personal Email

Personal Phone

EXHIBIT A**SEPARATION DATE RELEASE**

(To be signed and returned within forty-five (45) days after the Agreement Date.)

I understand that my employment with Agilience, Inc. (the “**Company**”) will terminate effective **October 16, 2017** (the “**Separation Date**”). The Company has informed me that if I choose to sign this Separation Date Release (the “**Release**”), the Company will pay me certain Severance Benefits pursuant to the terms of the transition and separation agreement between me and the Company dated **October 16, 2017** (the “**Agreement**”). I understand that I am not entitled to such Severance Benefits unless I sign and return this Release within the stated time period and I do not revoke it thereafter. I further understand that, regardless of whether I sign this Release, the Company will pay me all of my accrued salary, vacation and earned commission payments through the Separation Date, to which I am otherwise entitled by law.

In exchange for the Severance Benefits to be provided to me by the Company under the terms of the Agreement, I hereby generally and completely release the Company, and its current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors (including, but not limited to, Resolver SOAR LLC, Resolver Holdings Inc., Resolver Inc. and any of their affiliates), parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the “**Released Parties**”) of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date I sign this Release (collectively, the “**Released Claims**”). The Released Claims include, but are not limited to: (1) all claims arising out of or in any way related to my employment, or the termination of that employment; (2) all claims related to my compensation or benefits, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (the “**ADEA**”), the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the California Labor Code (as amended), the federal Family and Medical Leave Act (“**FMLA**”), the California Family Rights Act (“**CFRA**”), and the California Fair Employment and Housing Act (as amended). Notwithstanding the release in the preceding sentence, I am not releasing the following (the “**Excluded Claims**”): (1) any rights or claims for indemnification I may have pursuant to any written indemnification agreement with the Company to which I am a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; (2) any rights which are not waivable as a matter of law; and (3) any claims for breach of the Agreement arising after I sign this Release. In addition, nothing in this Release prevents me from filing, cooperating with, or participating in any proceeding before the

October 16, 2017

Employee Name

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Equal Employment Opportunity Commission, the Department of Labor, or the California Department of Fair Employment and Housing, or any other government agency, except that I acknowledge and agree that I am hereby waiving my right to any monetary benefits in connection with any such claim, charge or proceeding. I hereby represent and warrant that, other than the Excluded Claims, I am not aware of any claims I have or might have against any of the Released Parties that are not included in the Released Claims.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA, and that the consideration given for the waiver and release in this Release is in addition to anything of value to which I am already entitled. I further acknowledge that I have received the **Company's ADEA Disclosure** attached hereto as **Exhibit B** and have been advised, as required by the ADEA, that: (1) my waiver and release do not apply to any rights or claims that may arise after the date that I sign this Release; (2) I should consult with an attorney prior to signing this Release (although I may choose voluntarily not to do so); (3) I have forty-five (45) days from the Separation Date in which to sign this Release (although I may choose voluntarily to sign it earlier); (d) I have seven (7) days following the date I sign this Release to revoke the Release (by providing written notice of my revocation to the Company's Chief Financial Officer); and (e) this Release will not be effective until the date upon which the revocation period has expired, which will be the eighth day after the date that this Release is signed by me provided that I do not revoke it (the "**Effective Date**").

In giving the general release herein, which includes claims which may be unknown to me at present, I acknowledge that I have read and understand Section 1542 of the California Civil Code, which 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.**" I hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to my release of claims contained herein, including but not limited to any unknown or unsuspected claims.

I hereby represent that I have been paid all compensation owed and for all time worked, I have received all the leave and leave benefits and protections for which I am eligible, pursuant to FMLA, CFRA, or any other similar state leave act, the Company's policies, applicable law, or otherwise, and I have not suffered any on-the-job injury or illness for which I have not already filed a workers' compensation claim.

Signature of Employee Name

Date

EXHIBIT B

DISCLOSURE UNDER TITLE 29 U.S. CODE SECTION 626 (f) (1) (H)

Confidentiality Provision: *The information contained in this document is private and confidential. You may not disclose this information to anyone except your professional advisors.*

1. The severance package is for select Agilience, Inc. (the “Company”) employees.

2. Within the categories listed below, the following criteria were used to select positions in which the employee is eligible for the severance package program: the Company’s assessment of its current and projected business and cost-reduction needs, plans for various of its business functions, and ability for certain functions to be absorbed by others; non-essential, surplus and redundant positions and/or services; the Company’s assessment of individual employee job performance, skill sets, experience, education and training.

3. All eligible employees who have attained the age of 40 years or older will have up to forty-five (45) days to review the terms and conditions of the severance package and seven (7) days to revoke the release of claims under the Age Discrimination in Employment Act of 1967, as amended. Other eligible employees will have seven (7) days to review and consider the terms and conditions of the severance package.

EMPLOYEES ELIGIBLE FOR THE TERMINATION PROGRAM	
JOB TITLE	AGE
US SALES	26, 46, 48, 50, 50, 60, 61, 63
US MARKETING	34, 51
US G&A	51, 59

EMPLOYEES NOT ELIGIBLE FOR THE TERMINATION PROGRAM	
JOB TITLE	AGE
US SALES	AGES TO BE FILLED IN
US MARKETING	N.A.
US G&A	39
US DEVELOPMENT & PRODUCT MGMT	AGES TO BE FILLED IN

October 16, 2017

Employee Name

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EMPLOYEES NOT ELIGIBLE FOR THE TERMINATION PROGRAM	
US SERVICES AND SUPPORT	AGES TO BE FILLED IN



845 Stewart Drive, Suite D
Sunnyvale, CA 94085

T: 408-200-0400
F: 408-200-0401

Agreement Date: October 16, 2017

VIA FEDEX AND EMAIL

Employee First & Last Name
Street Address
City, State, Zip

Re: Separation Agreement

Dear First Name:

This letter provides the terms of the separation agreement between you and the Company, provided to aid in your employment transition. This letter agreement (the “**Agreement**”) confirms the terms of your termination, date of agreement (the “**Agreement Date**”), and offers you the severance benefits we discussed in exchange for a release of claims.

1. Termination of Employment. Your last date of employment with the Company will be **October 16, 2017** (the “**Separation Date**”). On that date you will receive your final paycheck from the Company which includes all accrued but unpaid salary and all accrued but unused vacation pay as of the Separation Date. *[If you are a participant under the FY17 Sales Compensation Policy and signed that Policy and your Letter, per the Participant Termination section, you will be eligible for unpaid variable pay earned through the Separation Date.]*

2. Continued Group Health Coverage. Following the Separation Date, you will be able to continue your group health insurance coverage by electing continued coverage pursuant to the federal COBRA law or, if applicable, state insurance laws (collectively, “**COBRA**”), and by the Company’s current group health insurance policies. You will receive a separate notice regarding your COBRA continuation rights and election form.

3. Severance Benefits. Although the Company is not otherwise obligated to do so, if you (i) comply with your continuing obligations under the Proprietary Information Agreement, (ii) have not accepted any new offer of employment prior to the Agreement Date, and (iii) within seven (7) days after the Agreement Date, sign, date and return this **Agreement**, then you also will receive the following as your sole severance benefits (the “**Severance Benefits**”):

(a) The Company will make a lump sum severance payment equal to \$XX,XXX (less required tax withholdings and deductions) payable after the **Effective Date** (as defined, the date which you sign this Agreement within the seven (7) day period allotted).

(b) By signing below, you acknowledge that you are receiving the Severance Benefits outlined in this Section 3 in consideration for waiving your rights to claims referred to in this Agreement and the Separation Date Release and that you would not otherwise be entitled to the Severance Benefits.

4. No Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you have not earned, are not owed, and will not receive from the Company any additional compensation (including base salary, bonus, incentive compensation, variable compensation, or equity), severance, or benefits **after** the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account) or any vested stock options (if exercised by you).

5. Expense Reimbursements. You agree that, within thirty (30) days of the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

6. Return of Company Property. You agree that, within ten (10) days of the Separation Date, you agree to return to the Company all Company documents (and all copies thereof) and other Company property which you have in your possession or control. You agree that you will make a diligent search to locate any such documents, property and information within the required timeframe. In addition, if you have used any personally owned computer, server, or e-mail system to receive, store, review, prepare or transmit any Company confidential or proprietary data, materials or information, then by the close of business on the Separation Date, you must provide the Company with a computer-useable copy of such information and then permanently delete and expunge such Company confidential or proprietary information from those systems without retaining any reproductions (in whole or in part). **Your timely compliance with this paragraph is a condition precedent to your receipt of the Severance Benefits under this Agreement.**

7. Proprietary Information Obligations. You represent and warrant that, up through the date on which you sign this Agreement, you have been in full compliance with the terms of the Employee At-Will, Confidential Information, Invention Assignment and Arbitration Agreement that you signed (the “**Proprietary Information Agreement**”). You acknowledge and reaffirm your continuing obligations under the Proprietary Information Agreement.

8. Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and the Company and will not be publicized or disclosed in any manner whatsoever; provided, however, that: (a) you may disclose this Agreement in confidence to your immediate family; (b) the parties may disclose this Agreement in confidence to their respective attorneys, accountants, auditors, tax preparers, and financial advisors; (c) the Company may disclose this Agreement to investors and potential investors, and to fulfill standard or legally required corporate reporting or disclosure requirements; and (d) the parties may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law. In particular, and without limitation, you agree not to disclose the terms of this Agreement to any current or former Company employee or independent contractor.

9. Nondisparagement. You agree not to disparage the Company, or the Company’s officers, directors, employees, shareholders and agents, in any manner likely to be harmful to

them or their business, business reputation or personal reputation; provided that you may respond accurately and fully to any question, inquiry or request for information when required by legal process. Likewise, the Company agrees not to disparage you in any manner likely to be harmful to your business or personal reputation; provided that the Company may respond accurately and fully to any question, inquiry or request for information when required by legal process.

10. Nonsolicitation. You hereby agree, for twelve (12) months after the Separation Date, that you will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or entity.

11. No Admissions. The promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by either party to the other party, and neither party makes any such admission.

12. Cooperation and Assistance. You agree, for three (3) years after the Separation Date, that you will not voluntarily provide assistance, information or advice, directly or indirectly (including through agents or attorneys), to any person or entity in connection with any claim or cause of action of any kind brought against the Company (excluding claims or causes of action brought by you), nor shall you induce or encourage any person or entity to bring such claims. However, it will not violate this Agreement if you testify truthfully when required to do so by a valid subpoena or under similar compulsion of law. Further, you agree to voluntarily cooperate with the Company at its request if you have knowledge of facts relevant to any threatened or pending litigation against the Company by making yourself reasonably available for interviews with the Company or its legal counsel, for preparing for and providing deposition testimony, and for preparing for and providing trial testimony.

13. Release of Claims.

(a) **General Release.** In exchange for the consideration provided to you under this Agreement to which you would not otherwise be entitled, including but not limited to the Severance Benefits, you hereby generally and completely release Agiliance and its current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, (including, but not limited to, Resolver SOAR LLC, Resolver Holdings Inc., Resolver Inc. and any of their affiliates), parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the “**Released Parties**”) of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date you sign this Agreement (collectively, the “**Released Claims**”).

(b) **Scope of Release.** The Released Claims include, but are not limited to: (i) all claims arising out of or in any way related to your employment with the Company, or the termination of that employment; (ii) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, paid time off, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (iii) all claims for breach of contract, wrongful termination, and breach

of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (the "**ADEA**"), the California Labor Code (as amended), , and the California Fair Employment and Housing Act (as amended).

(c) **Excluded Claims.** Notwithstanding the foregoing, the following are not included in the Released Claims (the "**Excluded Claims**"): (i) any rights or claims for indemnification you may have pursuant to any written indemnification agreement with the Company to which you are a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; (ii) any rights which are not waivable as a matter of law; and (iii) any claims for breach of this Agreement. In addition, nothing in this Agreement prevents you from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, the California Department of Fair Employment and Housing, or any other government agency, except that you acknowledge and agree that you are hereby waiving your right to any monetary benefits in connection with any such claim, charge or proceeding. You hereby represent and warrant that, other than the Excluded Claims, you are not aware of any claims you have or might have against any of the Released Parties that are not included in the Released Claims.

(d) **Waiver of Unknown Claims.** In giving the releases set forth in this Agreement, which include claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code which 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.**" You hereby expressly waive and relinquish all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to your release of claims herein, including but not limited to the release of unknown and unsuspected claims.

14. Representations. You hereby represent that you have been paid all compensation owed and for all hours worked, have received all the leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or any other similar state leave act, any applicable law or Company policy, and have not suffered any on-the-job injury for which you have not already filed a workers' compensation claim.

15. Dispute Resolution. To ensure rapid and economical resolution of any disputes regarding this Agreement, the parties hereby agree that any and all claims, disputes or controversies of any nature whatsoever arising out of, or relating to, this Agreement, or its interpretation, enforcement, breach, performance or execution, your employment with the Company, or the termination of such employment, including but not limited to statutory claims, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Francisco, CA conducted before a single arbitrator by JAMS, Inc. ("**JAMS**")

or its successor, under the then applicable JAMS employment arbitration rules. The parties each acknowledge that by agreeing to this arbitration procedure, they waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding. You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The Company will pay the JAMS' arbitration fees and costs. Notwithstanding the foregoing, the prevailing party in any arbitration proceeding brought hereunder shall be entitled to recover his or its reasonable attorneys' fees and costs from the other party (including in collection and on appeal, if applicable), to the greatest extent permitted by law. Nothing in this Agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration.

16. Miscellaneous. This Agreement, including its Exhibits, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to the subject matter hereof. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other agreements, promises, warranties or representations concerning its subject matter. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this Agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflicts of law principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement, or rights hereunder, shall be in writing and shall not be deemed to be a waiver of any successive breach or rights hereunder. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures shall be equivalent to original signatures.

October 16, 2017

Employee Name

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If this Agreement is acceptable to you, then within seven (7) days after your receipt of this Agreement, please sign and date below and return this fully signed **Agreement** to me. The Company's offer contained herein will automatically expire if we do not receive it within this timeframe.

Please accept my personal thank you for your commitment and contributions for the Agilience, Inc. mission to continue as Resolver SOAR, LLC. I wish you the best in your future endeavors.

Sincerely,

Agilience, Inc.

By: _____
Joe Fantuzzi
President & Chief Executive Officer

UNDERSTOOD AND AGREED:

Signature of Employee Name

Date

Personal Email

Personal Phone

Schedule 2.6

Flow of Funds Memorandum

Flow of Funds Memorandum

October 16, 2017

Reference is hereby made to (a) the Purchase Agreement, dated as of October 16, 2017 (the “IP Purchase Agreement”), by and between Resolver Inc. (“Resolver”) and Agiliance, Inc. (“Seller”), (b) the Asset Purchase Agreement, dated as of October 16, 2017 (the “APA”), by and between Resolver SOAR LLC (“Resolver SOAR”) and Seller, and (c) the Share Purchase Agreement, dated as of October 16, 2017 (the “India Purchase Agreement”), by and between Resolver and Seller. Capitalized terms used herein without definitions shall have the meanings ascribed to them in the IP Purchase Agreement, the APA or the India Purchase Agreement, as the context requires.

Subject to the terms of the IP Purchase Agreement, the closing call for the transactions contemplated by the IP Purchase Agreement will occur at 1:00 p.m. Pacific time on October 16, 2017 (the “IP Purchase Closing Date”).

Subject to the terms of the APA and the India Purchase Agreement, the closing call for the transactions contemplated by the APA and the India Purchase Agreement will occur at 9:00 a.m. Pacific time on October 17, 2017 (the “APA Closing Date”).

This Flow of Funds Memorandum (this “Memorandum”) sets forth the wire transfers and other payments (collectively, the “Transfers”) that are required to occur on the IP Purchase Closing Date and on the APA Closing Date. Unless otherwise specified, all Transfers shall be made in immediately available United States dollars.

The consummation of the transactions contemplated by the IP Purchase Agreement, the APA and the India Purchase Agreement shall be deemed to have occurred in accordance with the times set forth in the IP Purchase Agreement, the APA and the India Purchase Agreement, respectively.

IP Closing Date

STEP I. Purchase and Sale of Acquired IP Assets

To purchase the Acquired IP Assets (as defined in the IP Purchase Agreement) from Seller:

- 1) Resolver shall pay an aggregate amount of \$3,528,422.30 to WF FUND IV LIMITED PARTNERSHIP, on behalf of Seller, in accordance with the wire transfer instructions included in **Annex A**; and
- 2) Resolver shall pay an aggregate amount of \$542,269.70 to Seller in accordance with the wire transfer instructions included in **Annex B**.

APA Closing Date

STEP II. Purchase and Sale of Purchased Assets & Payment of Transaction Expense

- 1) Resolver, on behalf of Resolver SOAR for purposes of administrative convenience, shall pay an aggregate amount of \$1,000.00 to Seller in accordance with the wire transfer instructions included in **Annex B** for Resolver SOAR to purchase the Purchased Assets (as defined in the APA) from Seller.

STEP III. Purchase and Sale of Sale Shares

- 1) Concurrently with Step II, Resolver shall pay an aggregate amount of \$204,321.96 (constituting the Tranche 1 Consideration (as defined in the India Purchase Agreement) of \$228,308.00, less a \$23,986.04 deduction of applicable Tax at source as per the provisions of the IT Act (as defined in the India Purchase Agreement)) to Seller in accordance with the wire transfer instructions included in **Annex B** to purchase the Sale Shares (as defined in the India Purchase Agreement) from Seller.

STEP IV. Payment of Remaining Transaction Expenses

- 1) Concurrently with Steps II and III, Seller will cause to be paid, on behalf of Seller and the Seller Parties (as defined in the APA), from the proceeds received by Seller pursuant to Step II the remaining Seller Transaction Expenses (as defined in the APA) not paid in Step II above in the amounts set forth below:

Professional Fees	\$848,396
Consultant and Employee Fees	\$189,349
Tax, Insurance and Filing Fees	\$326,381
Total Seller Transaction Expenses	\$1,364,126

STEP V. Payment of Tranche 2 Consideration

- 1) Pursuant to Sections 3.1(g) and 3.2(a) of the India Purchase Agreement, upon Seller's delivery to Resolver of an updated bank statement of Agiliance India Private Limited, or other alternative documentary evidence to the satisfaction of Resolver, disclosing a deposit balance of at least Six Hundred Eighty Three Thousand U.S. Dollars of cash available in the bank account of Agiliance India Private Limited in India as on the Closing Date (as defined in the India Purchase Agreement), Resolver shall pay an aggregate amount of \$488,995.22 (constituting the Tranche 2 Consideration (as defined in the India Purchase Agreement) of \$546,400.00, less a \$57,404.78 deduction of applicable Tax at source as per the provisions of the IT Act (as defined in the India Purchase Agreement)) to Seller in accordance with the wire transfer instructions included in **Annex B.**

Annex A – Wire Information for Agilience Loan Payoff

WF FUND IV LIMITED PARTNERSHIP:

**WELLINGTON FINANCIAL FUND V
USD \$ WIRE INSTRUCTIONS**

Please note that incoming wires from US based entities must be received through BMO's correspondent bank: Wells Fargo N.A., New York.

When sending Wellington wires from the US, you must quote information for both Wells Fargo (as the Pay Through Bank) and BMO (as the Beneficiary Bank for Wellington Financial). Otherwise the wire will be rejected.

Also, please ensure to include the comment "DO NOT CONVERT THIS WIRE" when sending the payment.

PAY THROUGH BANK:	Wells Fargo, N.A.
SWIFT CODE:	PNBPUS33NYC
Fedwire ABA NUMBER:	026005092
BENEFICIARY'S BANK:	BMO Bank of Montreal, International Banking H.O., Montreal
BENEFICIARY'S BRANCH:	First Canadian Place PO Box 3, B2 Level Toronto, ON M5X 1A3 Transit #: 00022
BENEFICIARY NAME:	WF Fund V Limited Partnership 40 King Street West, Suite 5001 Toronto, ON M5H 3Y2
USD ACCOUNT NUMBER:	00024665081 (this must be an 11 digit account number)
BENEFICIARY'S SWIFT CODE:	BOFMCAN2
BENEFICIARY'S BANK CODE:	0001

Annex B

Agiliance, Inc. Wire Information:

Beneficiary	Agiliance, Inc.
Beneficiary Bank	Silicon Valley Bank
Account No.	3300592633
Routing Number	121140399
SWIFT Code	SVBKUS6S

Cooley LLP Wire Information:

Wells Fargo Bank - 420 Montgomery Street,
San Francisco, CA 94104
Account # 4129155206 ABA Routing # 121000248
Swift # WFBIUS6S
Chips # ABA0407
Attention Client # 307416

Schedule 5.11

Employee Severance

No.	Department	Employee Name	Severance	Years of Service	Base Pay	Total Exit Package
20	Marketing	Annie Thompson	\$ 7,615.38	9.4	\$ 3,993.85	\$ 11,609.23
11	Sales	Casey Yemm	\$ 2,769.23	6.2	\$ 1,428.46	\$ 4,197.69
34	G&A	Cassandra Ho	\$ 57,016.38	22.5	\$ 16,368.32	\$ 73,384.70
19	Marketing	Christian Schubert	\$ 4,846.15	7.2	\$ 1,930.38	\$ 6,776.54
9	Sales	David Cohn	\$ 6,888.46	15.0	\$ 5,740.38	\$ 12,628.85
14	Sales	Desiree Armbruster	\$ 6,923.08	4.3	\$ 2,480.77	\$ 9,403.85
13	Sales	Gregory Bernard	\$ 5,769.23	3.3	\$ 1,586.54	\$ 7,355.77
33	G&A	Joe Fantuzzi	\$ 202,500.00	22.50	\$ 23,365.38	\$ 225,865.38
18	Marketing	Joseph Keith Higgins	\$ 55,500.00	15.00	\$ 12,807.69	\$ 68,307.69
12	Sales	Leo Hecke	\$ 11,076.92	9.9	\$ 9,092.31	\$ 20,169.23
10	Sales	Martin Jaffe	\$ 39,613.54	9.3	\$ 6,578.68	\$ 46,192.22
8	Sales	Stephen Matthews	\$ 6,923.08	10.2	\$ 5,896.15	\$ 12,819.23
			\$ 407,441.46	134.77	\$ 91,268.92	\$ 498,710.38

4.3.1.III.C.1 - Severance
Practice for employees
in good-standing:
0-6 months of
employment: 1 week
severance
7-12 months of
employment: 2 week

Schedule 5.12

Buyer Wire Information

Bank Name: Silicon Valley Bank

Bank Address: 3003 Tasman Drive, Santa Clara, CA 95054, USA

Beneficiary Name: Resolver SOAR LLC

Beneficiary Address: 900 Virginia Street East, Charleston, WV, 25301, USA

Account Number: 3302227968

Routing & Transit: 121140399

Swift Code: SVBKUS6S

Resolver's financial processing center is at its global headquarters located at 111 Peter Street, Suite 804, Toronto, Ontario M5V 2H1 CANADA.

Please direct any inquiries to the above address (Attention: Finance Department), via email at accountspayable@resolver.com or by telephone at +1.416.622.2299 or +1.888.891.5500.

Schedule 6.2(e)

Closing Consents

1. Seller's board of directors
2. Cliff Higgerson
3. Intel Capital
4. Red Rock Ventures
5. Castile Ventures
6. Pravin Kothari
7. The Vedang and Parth Trust
8. Walden International
9. State Street Bank
10. Mr. Ramalinga Raju Kalidindi, Vijay Bhaskar Satti, and Srinivasa Varma (India landlord)
11. Rackspace
12. TIBCO (Jaspersoft)
13. yWorks
14. Offensive Security
15. eTrigue
16. InfoSoft
17. MadCap
18. Atlassian

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Assignment”), dated as of October 16, 2017, is made by and among Resolver Inc., a corporation formed under the laws of Canada (“Assignee”), and Agilience, Inc., a Delaware corporation (“Assignor”). Capitalized terms used but not defined herein shall have the meanings given to them in that certain Purchase Agreement (the “Purchase Agreement”), dated as of October 16, 2017, by and between Assignee and Assignor.

WHEREAS, pursuant to the Purchase Agreement and subject to the terms and conditions therein, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Acquired IP Assets and the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Acquired IP Assets, and Assignee hereby accepts the Acquired IP Assets and assumes and agrees to observe and perform all the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the Assumed Liabilities, in each case on the terms set forth in the Purchase Agreement.

2. **Terms of the Purchase Agreement.** The parties hereto acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Nothing contained in this Assignment is intended to provide any rights to Assignee or Assignor beyond those rights expressly provided to Assignee or Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on the Assignee or Assignor beyond those obligations and liabilities expressly imposed on Assignee and Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to Assignee or Assignor under the Purchase Agreement.

3. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment 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. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

AGILIANCE, INC.

By: Joe Fantuzzi
Name: Joe Fantuzzi
Title:

ASSIGNEE:

RESOLVER INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

AGILIANCE, INC.

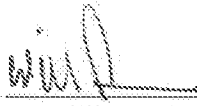
By: _____

Name:

Title:

ASSIGNEE:

RESOLVER INC.

By:  _____

Name: William Alexander Anderson

Title: President

[Assignment and Assumption Agreement (IP)]