

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	01/18/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cabinet NG, Inc.		01/18/2017	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PSIGEN Software, Inc.		
<b>Street Address:</b>	7027 Old Madison Pike, NW		
<b>Internal Address:</b>	Suite 108		
<b>City:</b>	Huntsville		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35806		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86415879	CABINET SAFE	
<b>Serial Number:</b>	78331416	SHARED ACCESS FILING ENVIRONMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	9499167700x205		
<b>Email:</b>	vinay.mysoor@psigen.com		
<b>Correspondent Name:</b>	Vinay Mysoor		
<b>Address Line 1:</b>	7027 Old Madison Pike, NW		
<b>Address Line 2:</b>	Suite 108		
<b>Address Line 4:</b>	Huntsville, ALABAMA 35806		
<b>NAME OF SUBMITTER:</b>	Vinay R. Mysoor		
<b>SIGNATURE:</b>	/vinay r mysoor/		
<b>DATE SIGNED:</b>	07/27/2020		
<b>Total Attachments: 53</b>			
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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CABINET NG, INC", AN ALABAMA CORPORATION,  
WITH AND INTO "PSIGEN SOFTWARE, INC." UNDER THE NAME OF "PSIGEN SOFTWARE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2017, AT 6:31 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE EIGHTEENTH DAY OF JANUARY, A.D. 2017 AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

5175960 8100M  
SR# 20170306929

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 201892723  
Date: 01-18-17

TRADEMARK  
REEL: 007008 FRAME: 0630

STATE OF DELAWARE  
CERTIFICATE OF MERGER  
OF  
FOREIGN CORPORATION  
INTO  
A DOMESTIC CORPORATION

Pursuant to Title 8, Section 252(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is PSIGEN SOFTWARE, INC., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Cabinet NG, Inc., an Alabama corporation.

**SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the General Corporation Law of the State of Delaware.

**THIRD:** The name of the surviving corporation is PSIGEN SOFTWARE, INC., a Delaware corporation.

**FOURTH:** The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

**FIFTH:** The authorized stock and par value of the non-Delaware corporation is 20,000,000 shares of common stock with no par value.

**SIXTH:** The merger is to become effective on January 18, 2017 at 11:59 p.m. Delaware time.

**SEVENTH:** The Agreement and Plan of Merger is on file at 500 Lanier Road, Building 1, Suite B, Madison, Alabama 35758, an office of the surviving corporation.

**EIGHTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

**IN WITNESS WHEREOF,** said surviving corporation has caused this certificate to be signed by an authorized officer on January 18, 2017.

PSIGEN SOFTWARE, INC.

By: Bruce Hensley  
Bruce Hensley  
Chief Executive Officer

ARTICLES OF MERGER  
OF  
CABINET NG, INC.,  
an Alabama corporation  
WITH AND INTO  
PSIGEN SOFTWARE, INC.,  
a Delaware corporation

RECEIVED  
DATE  
JAN 18 2017

SECRETARY OF STATE  
OF ALABAMA

January 18, 2016

In accordance with the provisions of Section 10A-1-8.02 and Sections 10A-2-11.04 to 10A-2-11.07 of the Alabama Business and Nonprofit Entity Code (the "Code"), Cabinet NG, Inc., an Alabama corporation, and PSIGEN Software, Inc., a Delaware corporation, do hereby certify as follows:

1. The name, type of organization, jurisdiction and date of formation or organization of the **merging entity** (this is the entity which will cease to exist) are as follows:

Cabinet NG, Inc., an Alabama corporation (Alabama Entity ID # 210 - 198), was formed on May 8, 2000 by filing its Articles of Incorporation with the Office of the Judge of Probate of Limestone County, Alabama. The name of the entity as registered in Alabama is Cabinet NG, Inc.

2. The name, type of organization, jurisdiction and date of formation or organization of the **surviving entity** (this is the entity which will continue to exist) are as follows:

PSIGEN Software, Inc., a Delaware corporation (Alabama Entity ID # 379 - 919), was formed on June 26, 2012 by filing its Certificate of Incorporation with the Secretary of State for the State of Delaware. The name of the entity as registered in Alabama and Delaware is PSIGEN Software, Inc.

3. The undersigned certify that the Agreement and Plan of Merger, attached hereto as **Exhibit A**, has been approved and executed by each of the entities which are to merge in accordance with Code Section 10A-2-11.05(a)(3).

a. The number of shares of capital stock of the merging entity outstanding at the time of such vote was 1,454,004 shares of common stock, and the number of shares entitled to vote thereon was 1,454,004 shares of common stock. The total number of shares cast in the vote was 1,454,004. The number of shares voted in favor of such merger was 1,454,004 shares of common stock, and the number of shares voted against such merger was 0 shares of common stock. This unanimous vote was sufficient to approve the merger under Alabama law.

b. The number of shares of capital stock of the surviving entity outstanding at the time of such vote was 510,000 shares of common stock, and the number of shares entitled to vote thereon was 510,000 shares of common stock. The total number of shares cast in the vote was 510,000. The number of shares voted in favor of such merger was 510,000

shares of common stock, and the number of shares voted against such merger was 0 shares of common stock. This unanimous vote was sufficient to approve the merger under Alabama law.

4. The undersigned certify that if the surviving entity is one in which one or more owners lack limited liability protection, each owner of an entity party to the merger who is to be an owner of the surviving entity without limited liability protection has consented to the merger in writing.

5. Immediately following the merger, the name of the **surviving entity** shall be PSIGEN Software, Inc.


6. The Merger shall become effective at 11:59 p.m., Eastern Time, on January 18, 2017 (the "Effective Time").

7. A copy of the Agreement and Plan of Merger is on file at the following place of business of the surviving corporation in the State of Alabama: 500 Lanier Road, Building 1, Suite B, Madison, Alabama 35758.

8. The undersigned certify that a copy of the Agreement and Plan of Merger shall be furnished by the surviving entity, on request and without cost, to any owner of any entity which is a party to this merger.

IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be executed by their duly authorized representatives as of the date first written above.

CABINET, NG, INC.

By:   
Name: Abe Niedzwiecki  
Its: President

PSIGEN SOFTWARE, INC.


By:   
Name: Bruce Hensley  
Its: President



Exhibit A

Agreement and Plan of Merger

[See Attached]

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated January 18, 2017, is made by and among PSIGEN Software, Inc., a Delaware corporation ("PSIGEN"), and Bruce Hensley, an individual and the sole stockholder of PSIGEN ("Hensley"), on the one hand, and Cabinet NG, Inc., an Alabama corporation ("Cabinet"), and Abe Niedzwiecki, an individual and the sole stockholder of Cabinet ("Niedzwiecki"), on the other hand. PSIGEN, Hensley, Cabinet and Niedzwiecki are each sometimes referred to herein in as a "Party" and, collectively, as the "Parties." Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in Section 9.1 below or as otherwise defined elsewhere in this Agreement, unless the context clearly provides otherwise.

### RECITALS

WHEREAS, the Parties desire to effect a business combination through the merger of Cabinet with and into PSIGEN, with PSIGEN being the surviving corporation (the "Merger");

WHEREAS, the Board of Directors of PSIGEN has approved and adopted this Agreement and the transactions contemplated by this Agreement (the "Transactions"), including the Merger, after making a determination that this Agreement and consummation of the Transactions, including the Merger, are advisable and fair to, and in the best interests of, PSIGEN and its sole stockholder;

WHEREAS, the Board of Directors of Cabinet has approved and adopted this Agreement and the Transactions, including the Merger, after making a determination that this Agreement and consummation of the Transactions, including the Merger, are advisable and fair to, and in the best interests of, Cabinet and its sole stockholder;

WHEREAS, Hensley, as the sole stockholder of PSIGEN, and Niedzwiecki, as the sole stockholder of Cabinet, each has approved and adopted this Agreement and the Transactions, including the Merger; and

WHEREAS, the Parties desire to consummate the Transactions, including the Merger, on the terms and subject to the conditions set forth in this Agreement, and to effect the Merger in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the Alabama Business and Nonprofit Entity Code (the "ABNEC");

WHEREAS, for U.S. federal income tax purposes, the Parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder (the "Code"); and

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements and the respective representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

### ARTICLE I

#### THE MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 252 of the DGCL and Section 10A-1-8.02 and Sections 10A-2-11.04 to 10A-2-11.07 of the ABNEC, at the Effective Time (as defined below), Cabinet will be merged with and into PSIGEN, whereupon the separate corporate existence of Cabinet will cease, and PSIGEN will continue as the surviving corporation (PSIGEN, as the surviving corporation in the Merger, is sometimes referred to herein as the "Surviving Corporation"). The Merger shall have the effect provided in this Agreement and as specified in the DGCL and the ABNEC, including without limitation, Section 259 of the DGCL. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers and franchises of Cabinet shall vest in PSIGEN, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of Cabinet shall become the debts, liabilities, obligations and duties of PSIGEN, as the Surviving Corporation.

1.2 Closing. The consummation of the Merger and the other Transactions (the "Closing"), shall be effected concurrently with the execution and delivery of this Agreement. The Closing shall be held at the offices of Bradley Arant Boult Cummings LLP, 200 Clinton Avenue, Huntsville, Alabama, or at such other place as the Parties may agree. The date on which the Closing actually takes place is referred to herein as the "Closing Date".

1.3 Effective Time. On the Closing Date, the Parties shall cause a certificate of merger with respect to the Merger (the "Certificate of Merger") complying with Section 252(c) of the DGCL to be duly executed and filed with the Secretary of State of the State of Delaware (the "DSOS") as provided under the DGCL and Articles of Merger with respect to the Merger (the "Articles of Merger") complying with the ABNEC to be duly executed and filed with the Secretary of State of the State of Alabama (the "ASOS") as provided in the ABNEC, and make any other filings, recordings or publications required to be made by PSIGEN or Cabinet under the DGCL or the ABNEC in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the DSOS or on such later date and time as shall be agreed to by PSIGEN and Cabinet and specified in the Certificate of Merger in accordance with the DGCL (such date and time being hereinafter referred to as the "Effective Time").

1.4 Governing Documents. The Certificate of Incorporation of PSIGEN in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Laws. The Bylaws of PSIGEN in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Laws.

1.5 Directors and Officers. The directors and officers of PSIGEN immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the DGCL.

### ARTICLE II

#### TREATMENT OF SECURITIES

2.1 Cabinet Shares. At the Effective Time, by virtue of the Merger and without any action on the part of PSIGEN, Cabinet or the sole stockholder of either company:

(a) each share of common stock of Cabinet, no par value ("Cabinet Common Stock"), issued and outstanding immediately prior to the Effective Time (excluding any shares of Cabinet Common Stock to be cancelled in accordance with Section 2.1(b) below), shall be converted into the right to receive the applicable pro rata portion of the Merger Consideration (as defined below); and

(b) each share of Cabinet Common Stock, if any, owned by Cabinet (or any other entity that is an Affiliate of Cabinet), whether held in Cabinet's treasury or otherwise, shall be cancelled and extinguished and shall cease to exist, without any conversion thereof, and no payment or other consideration shall be made or delivered with respect thereto or in exchange therefor.

It is the intention and agreement of the Parties that the total consideration to be paid by PSIGEN in consideration for the Merger and the exchange of all outstanding shares of Cabinet Common Stock described in Section 2.1(a) above shall be 218,571 shares of Common Stock, par value \$0.001 per share, of the Surviving Corporation, representing thirty percent (30%) of the outstanding shares of capital stock of PSIGEN immediately following the effectiveness of the Merger (collectively, the "Merger Consideration"). Based on the representations and warranties of Niedzwiecki herein that Niedzwiecki owns all of the outstanding shares of Cabinet Common Stock and is the sole stockholder of Cabinet, PSIGEN will issue to Niedzwiecki all of the shares of Surviving Corporation Common Stock that constitute the Merger Consideration. In no event will PSIGEN be required to issue any additional shares of Surviving Corporation Common Stock, issue any options or other securities or rights to acquire any shares of Surviving Corporation Common Stock or make any other payment as additional Merger Consideration, whether on account of the Merger, in connection with the Merger or otherwise.

2.2 PSIGEN Shares. At the Effective Time, by virtue of the Merger and without any action on the part of PSIGEN, Cabinet or the sole stockholder of either company, each share of capital stock of PSIGEN issued and outstanding immediately prior to the Effective Time, constituting 510,000 shares of PSIGEN Common Stock (as defined in Section 4.2 below) shall remain outstanding following the consummation of the Merger as a validly issued, fully paid and non-assessable share of Surviving Corporation Common Stock.

2.3 Stock Certificates. Upon surrender by Niedzwiecki of the certificate or certificates (each, a "Certificate" and collectively, the "Certificates") that immediately prior to the Effective Time evidenced the outstanding shares of Cabinet Common Stock to PSIGEN for cancellation, together with such other documents as PSIGEN may require, Niedzwiecki shall be entitled to receive in exchange therefor the shares of Surviving Corporation Common Stock representing the Merger Consideration. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive the shares of Surviving Corporation Common Stock representing the Merger Consideration pursuant to Section 2.1(a) above, and until such surrender or exchange, no such shares of Surviving Corporation Common Stock shall be delivered to Niedzwiecki in respect thereof.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF CABINET AND NIEDZWIECKI

Cabinet represents and warrants to PSIGEN and Hensley as set forth in this Article III, which representations and warranties are true and correct in all material respects as of the date hereof, except as otherwise set forth in the Cabinet Disclosure Schedules.

3.1 Organization: Qualification. Cabinet is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama, and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on and conduct its business. Cabinet is duly qualified to do business as a foreign corporation and is in good standing in the jurisdictions listed on Schedule 3.1 of the Cabinet Disclosure Schedules. Cabinet is not qualified to do business as a foreign corporation in any other state, and based on the character of Cabinet's properties or assets owned or leased and the nature of Cabinet's activities in conducting its business, the failure to be qualified in any jurisdictions other than those set forth on Schedule 3.1 of the Cabinet Disclosure Schedules will not have a PSIGEN material adverse effect after the Closing. Except as set forth in Schedule 3.1, Cabinet has provided to PSIGEN access to (i) Cabinet's Organizational Documents, (ii) any corporate records relating to any meetings or actions by written consent of the board of directors and/or stockholders of Cabinet and (iii) any stock books and records relating to the issuance or redemption of shares of capital stock by Cabinet, which are in the possession of Cabinet or Niedzwiecki.

3.2 Capitalization.

(a) Authorized and Outstanding Capital Stock. The authorized capital stock of Cabinet consists of 20,000,000 shares of Cabinet Common Stock, of which 1,454,004 shares are issued and outstanding. Niedzwiecki is the record and beneficial owner of all of the issued and outstanding shares of Cabinet Common Stock. All issued and outstanding shares of Cabinet Common Stock are duly authorized, validly issued, fully paid and non-assessable and free of any pre-emptive rights and have been validly issued in full compliance with all applicable federal and state securities Laws.

(b) No Options, Warrants, Convertible Securities, etc. There are no outstanding subscriptions, options, warrants, puts, calls, exchangeable or convertible securities or debt, preemptive rights, or other similar rights, agreements or commitments relating to the issuance of capital stock or other equity interests to which Cabinet is a party or otherwise obligating Cabinet to (i) issue, transfer or sell any shares of its capital stock or any other equity interests of Cabinet or any securities convertible into or exchangeable for such shares of capital stock or equity interests, (ii) grant, extend or enter into any such subscription, option, warrant, put, call, exchangeable or convertible securities or debt, preemptive right, or other similar right, agreement or commitment, or (iii) repurchase, redeem or otherwise acquire any such shares of its capital stock or other equity interests, other than Cabinet's remaining obligations under the Promissory Notes (as defined in Section 3.2(e) below).

(c) Stock Redemptions. From time to time, prior to the date of this Agreement, Cabinet redeemed certain of its shares of capital stock (collectively, the "Redeemed Cabinet Shares"), and all such Redeemed Cabinet Shares have been cancelled. At the respective times of issuance, to the knowledge of Cabinet and Niedzwiecki, all Redeemed Cabinet Shares were duly authorized, validly issued, fully paid and non-assessable and free of any pre-emptive rights and were validly issued in full compliance with all applicable federal and state securities Laws. Except as set forth in Schedule 3.2, with respect to each redemption of Redeemed Cabinet Shares, at the time of such redemption: (i) such redemption was duly authorized by all necessary corporate action and approvals required under Cabinet's Organizational Documents and applicable corporate Laws; (ii) the applicable Redeemed Cabinet Shares were validly and fully redeemed in full compliance with all applicable federal and state securities Laws and any stock redemption agreement or other agreement between Cabinet and the applicable former holder of such Redeemed Cabinet Shares relating to or governing such redemption; (iii) Cabinet paid in full the redemption price required to redeem the applicable Redeemed Cabinet Shares, other than the remaining portions of the redemption prices owed to Andrew Bailey ("Bailey") and James True ("True") under the Promissory Notes dated July 15, 2016 issued by Cabinet to Bailey and True, respectively, (collectively, the "Promissory Notes"); and (iv) no Person who previously owned any of the Redeemed Cabinet Shares (including, without

limitation, Bailey and True despite Cabinet's remaining obligations under the Promissory Notes) has any remaining ownership interests in any of such Redeemed Cabinet Shares or will be entitled to receive or claim any part of the Merger Consideration on account of such Redeemed Cabinet Shares or such Person's prior ownership thereof.

(d) Voting Rights and Agreements. There are no voting trusts or other agreements or understandings to which Cabinet is a party with respect to the voting of the capital stock of Cabinet. No Person, other than Niedzwiecki, is entitled to vote, execute written consents or exercise any other voting rights or voting control over, or with respect to, any of the issued and outstanding shares of Cabinet Common Stock.

3.3 No Subsidiaries. Cabinet has no direct or indirect stock or other equity or ownership interest (whether controlling or not) in any corporation, association, partnership, joint venture, limited liability company or other entity.

3.4 Authorization; Execution and Delivery; Enforceability. Cabinet has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the Transactions, including the Merger, and to perform its obligations hereunder. The execution and delivery by Cabinet of this Agreement, and the consummation by Cabinet of the Transactions, including the Merger, have been duly and unanimously approved by the board of directors of Cabinet and by Niedzwiecki, as the sole stockholder. No other corporate proceedings or approvals on the part of Cabinet are necessary to authorize this Agreement or the Transactions, including the Merger. Cabinet has duly executed and delivered this Agreement. This Agreement constitutes the legal, valid and binding obligation of Cabinet, enforceable against Cabinet in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

3.5 No Conflicts or Violations. Neither the execution, delivery or performance of this Agreement by Cabinet, nor the consummation of the Transactions (including the Merger) contemplated hereby, nor compliance by Cabinet with any of the provisions hereof, will (i) violate or conflict with any provision of the any of Cabinet's Organizational Documents, (ii) except as set forth on Schedule 3.5 of the Cabinet Disclosure Schedules, violate, conflict with, or result in or constitute a Default under, or result in the termination of, or accelerate the performance required by Cabinet under, or result in a right of termination or acceleration under, or result in the creation of any Encumbrance on any of Cabinet's properties or assets under, or result in a loss or adverse modification of any rights or authorizations under, any of the terms, conditions or provisions of any Contract, Lease or Permit to which Cabinet is a party or by which any of Cabinet's properties or assets is bound; (iii) otherwise impose any Encumbrance on any of Cabinet's properties or assets or on Cabinet's business; or (iv) violate any Laws or Court Order applicable to Cabinet or by which Cabinet is bound.

3.6 Governmental and Other Consents. Except as set forth on Schedule 3.6 of the Cabinet Disclosure Schedules and for the filing of the Certificate of Merger with the DSOS and the filing of the Articles of Merger with the ASOS, no notice to, or consent, approval, authorization or order of, or registration, qualification, designation, declaration or filing with, or Permit from, any Governmental Entity or other Person is required to be made or obtained by Cabinet in connection with the execution, delivery or performance of this Agreement and/or the consummation of the Transactions, including the Merger.

3.7 Financial Statements. Cabinet has delivered to PSIGEN the Cabinet Financial Statements. Except as set forth on Schedule 3.7 of the Cabinet Disclosure Schedules, the Cabinet Financial Statements are in accordance with the books and records of Cabinet and fairly present, in all material respects, the assets, Liabilities (including all reserves) and financial condition and position of Cabinet as of the respective

dates thereof and Cabinet's results of operations (and, for the fiscal year ended December 31, 2015, cash flows) for the respective periods then ended. The Cabinet Year-End Financial Statements for 2014 and the Cabinet Interim Financial Statements are unaudited and were prepared in accordance with the income tax basis of accounting applied on a consistent basis throughout the period involved. The Cabinet Year-End Financial Statements for 2015 were prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP").

3.8 No Undisclosed Liabilities. To the Knowledge of Cabinet and Niedzwiecki or as otherwise set forth on Schedule 3.7, Cabinet has no Liabilities due or to become due, except for the following: (i) Liabilities set forth or reserved for on the Cabinet Interim Balance Sheet which have not been paid or discharged, (ii) Liabilities which have arisen in the ordinary course of Cabinet's business after the date of the Interim Balance Sheet through the date immediately preceding the Closing Date, (iii) Liabilities arising in the ordinary course of business under Contracts, Leases, Permits and other business arrangements described in the Cabinet Disclosure Schedules, (iv) Liabilities for attorneys' fees incurred in the ordinary course of business but not yet invoiced, including, without limitation, those incurred in connection with the Transactions and this Agreement, and (v) Liabilities, if any, described on Schedule 3.8 of the Cabinet Disclosure Schedules.

3.9 Title to Assets; Condition and Location of Assets. Except as set forth on Schedule 3.9 of the Cabinet Disclosure Schedules, Cabinet has good and marketable title to all of its tangible properties and assets (which consist of all properties and assets reflected on the Cabinet Interim Balance Sheet and all tangible properties and assets acquired by Cabinet since the date of the Cabinet Interim Balance Sheet), free and clear of any Encumbrances of every kind, character and description whatsoever. Cabinet's tangible properties and tangible assets include, without limitation, all tangible assets necessary for the conduct of Cabinet's business as it is currently being conducted and in the ordinary course of business. Niedzwiecki does not own, hold or claim any right, title or interest in or to any of Cabinet's properties or assets. Except as set forth on Schedule 3.9 of the Cabinet Disclosure Schedules, all of Cabinet's tangible properties and assets are in Cabinet's possession and in good operating condition and repair, and are located at the Leased Office Space.

3.10 Office Lease. Other than leasing the Leased Office Space, Cabinet does not own, lease or operate any office, store, warehouse, administration building or other real property or facility in connection with operating its business. To the knowledge of Cabinet and Niedzwiecki, other than as may be set forth in the lease for the Leased Office Space, there are no leases, subleases, licenses, occupancy agreements, options, rights, concessions or other agreements or arrangements, written or oral, granting to any other Person (including any Affiliate of Cabinet) the right to use or occupy the Leased Office Space or any portion thereof. Cabinet and Niedzwiecki, as applicable, have operated the Leased Office Space in compliance and accordance with all applicable Laws (including, without limitation, all Environmental Laws).

3.11 Contracts, Leases and Commitments.

(a) Contracts. Cabinet has provided PSIGEN with access to all of the Contracts referred to in clauses (i) through (xi) below (including all amendments and supplements thereto through the date of this Agreement). In addition, set forth on Schedule 3.11(a) of the Cabinet Disclosure Schedules is (1) a list of all Contracts referred to in clauses (i), (ii), (ix), (x) and (xi) below without regard to the dollar amount of any such Contracts, and (2) a list of all Contracts referred to in clauses (iii) through (viii) below pursuant to which Cabinet makes payments, or has other obligations or Liabilities, in excess of \$15,000 annually.

(i) employment Contracts, and severance agreements, including, without limitation, all Contracts (A) to employ or terminate officers or other personnel and other contracts

with present or former officers, directors, stockholders or consultants of Cabinet, or (B) that will result in the payment by PSIGEN (as the Surviving Corporation) of, or the creation of any Liability to pay, any severance, termination, "golden parachute," or other similar payments to any present or former officers or other personnel following termination of employment or otherwise as a result of the consummation of the Transactions, including the Merger;

- (ii) labor or union Contracts;
- (iii) reseller, distribution, franchise, license, technical assistance, sales, commission, consulting, agency or advertising Contracts related to Cabinet's business and/or any of its properties or assets;
- (iv) options with respect to any property, real or personal, whether Cabinet is the grantor or grantee thereunder;
- (v) Contracts with (and purchase orders from) customers pursuant to which Cabinet provides its Cabinet Services;
- (vi) Contracts involving future expenditures or Liabilities, actual or potential;
- (vii) Contracts or commitments relating to commission or royalty arrangements with others;
- (viii) promissory notes, loans, agreements, indentures, evidences of indebtedness, letters of credit, guarantees, or other instruments (A) relating to an obligation to pay money, whether Cabinet is the borrower, lender or guarantor thereunder, or (B) imposing or relating to any Encumbrance affecting any of Cabinet's properties or assets;
- (ix) Contracts relating to (A) any stock redemption or stock repurchase previously effected by Cabinet, or (B) any stock options or other rights to acquire any equity interest in Cabinet, including any Contracts terminating any such stock options or other rights;
- (x) Contracts containing covenants limiting the freedom of Cabinet or any officer, director, stockholder or affiliate of Cabinet, to engage in any line of business or compete with any Person; and
- (xi) Contracts not made in the ordinary course of business.

(b) Leases. Schedule 3.11(b) of the Cabinet Disclosure Schedules sets forth a complete and accurate list of all Leases which are in effect immediately prior to the Closing relating to or affecting any real property and/or personal property held or used by Cabinet in connection with its business.

(d) Absence of Defaults. All of the Contracts and Leases to which Cabinet is a party or by which Cabinet or any of its properties or assets is bound or affected are, and after the consummation of the Transactions, including the Merger, will continue to be, valid, binding and enforceable in accordance with their respective terms in all material respects. Cabinet has fulfilled or performed in all material respects when due, all of the obligations required to be fulfilled or performed by Cabinet under each of such Contracts and Leases, and no notice of any cancellation or termination outside the ordinary course of business or notice of any claim of Default has been given to Cabinet or Niedzwiecki under or with respect to any of such Contracts or Leases. To the knowledge of Cabinet and Niedzwiecki, each of the other parties



to such Contracts and Leases has complied in all material respects with the provisions thereof and no such other party is in Default under any such Contract or Lease.

3.12 Permits. Schedule 3.12 of the Cabinet Disclosure Schedules sets forth a complete list of all Permits used in the operation of Cabinet's business or otherwise held by Cabinet. To the knowledge of Cabinet and Niedzwiecki, Cabinet has, and at all times has had, all Permits required under any applicable Laws to operate its business and/or to own or use its properties and assets in connection with its Business. Cabinet is in compliance in all material respects with all such Permits and owns or possesses all such Permits free and clear of any Encumbrances. Cabinet is not in Default, nor has it received any notice of any claim of Default, with respect to any such Permit. To the knowledge of Cabinet and Niedzwiecki: (i) Cabinet has not engaged in any activity that would cause revocation or suspension of any such Permit, and (ii) no action or proceeding looking to or contemplating the revocation or suspension of any such Permit is pending or threatened. Except as set forth on Schedule 3.12 of the Cabinet Disclosure Schedules, all such Permits are renewable by their terms or in the ordinary course of business without the need to comply with any special qualification procedures or to pay any amounts other than routine filing fees. PSIGEN, as the Surviving Corporation, will become the owner and holder of all such Permits as a result of the Merger, and none of such Permits will be cancelled or terminated as a result of the consummation of the Transactions, including the Merger. No present or former stockholder, director, officer or employee of Cabinet (including Niedzwiecki) or any other Person, owns or has any proprietary, financial or other interest (direct or indirect) in any Permit which Cabinet owns, possesses or uses.

3.13 Absence of Certain Changes or Events. Except as set forth on Schedule 3.13 of the Cabinet Disclosure Schedules, since December 31, 2015, there has not been:

(i) any conduct of business or any transaction (including, without limitation, any sale, assignment or transfer of any of Cabinet's properties or assets and any incurrence of any Liabilities) by Cabinet except in the ordinary course of business;

(ii) any actual or threatened adverse change relating or with respect to Cabinet's business, operations, assets, Liabilities, revenues, results of operations or financial condition or the prospects of Cabinet's business that has had, or would reasonably be expected to have, a Cabinet material adverse effect;

(iii) any damage to or destruction or loss of any of Cabinet's properties or assets (whether or not covered by insurance), that has had, or would reasonably be expected to have, a Cabinet material adverse effect any aspect of Cabinet's business and/or any of Cabinet's properties or assets;

(iv) any cancellation of any indebtedness or waiver, termination or release of any right or claim of Cabinet relating to Cabinet's business and/or any of Cabinet's properties or assets outside the ordinary course of business;

(v) any declaration, setting aside, or payment of any dividend(s) or other distribution(s) by Cabinet in respect of any shares of capital stock of Cabinet, or any direct or indirect redemption, purchase or other acquisition by Cabinet of any of its capital stock or other securities other than pursuant to the Stock Redemption Agreements listed on Schedule 3.11(a) of the Cabinet Disclosure Schedules;

(vi) any option to purchase, or other right to acquire, any Cabinet Common Stock or any other securities of Cabinet issued or granted by Cabinet to any Person;

(vii) any promise, agreement or commitment to increase the wages, salaries, compensation or other benefits payable or to become payable by Cabinet to any directors, officers or other employees of Cabinet, or any consultants, other independent contractors or Representatives of Cabinet, other than normal increases granted in the ordinary course of business (and in amounts consistent with Cabinet's past practice);

(viii) any declaration, grant, payment, accrual, commitment or obligation of any kind for the payment by Cabinet of any bonus, incentive compensation, service award or other additional salary or compensation or similar benefit to any directors, officers or other employees of Cabinet, or any consultants, other independent contractors or Representatives of Cabinet, in each case, other than in the ordinary course of business (and in amounts consistent with Cabinet's past practice);

(ix) any amendment, cancellation or termination of any Contract, Lease, transaction or Permit relating to Cabinet's business or any of its properties or assets or entry into any Contract, commitment, agreement, Lease, transaction or Permit, other than in the ordinary course of business;

(x) any grant or creation of any mortgage, pledge, or other Encumbrance on or with respect to Cabinet's business or any of Cabinet's properties or assets, other than liens for property taxes not yet due;

(xi) any incurrence of any indebtedness for borrowed money by Cabinet (other than indebtedness reflected on the Cabinet Interim Balance Sheet), any commitment to borrow money entered into by Cabinet or, any guaranty or commitment to guaranty the indebtedness of others entered into by Cabinet;

(xii) any loan made or agreed to be made by Cabinet to any director, officer, employee, other Affiliate or any other Person;

(xiii) any failure by Cabinet to pay or satisfy when due any Liability of Cabinet;

(xiv) any adverse change in the relationship between Cabinet and any material customer, reseller, distributor or supplier outside the ordinary course of business;

(xv) any other event or condition which, in any one case or in the aggregate, has or might reasonably be expected to have a Cabinet material adverse effect; or

(xvi) any agreement or commitment by Cabinet or Niedzwiecki to do any of the things described in the preceding clauses (i) through (xv).

3.14 No Litigation or Proceedings. There is no Action pending, or to the knowledge of Cabinet and Niedzwiecki, threatened or anticipated: (i) against, related to or affecting (a) Cabinet, Cabinet's business or any of Cabinet's properties or assets, (b) any officers or directors of Cabinet as such, or (c) Niedzwiecki in his capacity as a stockholder of Cabinet; (ii) seeking to delay, limit or enjoin the Merger (or any other Transactions); or (iii) in which Cabinet or Niedzwiecki is a plaintiff. Neither Cabinet nor Niedzwiecki is subject to any Court Order, and there are no unsatisfied judgments against Cabinet, Cabinet's business, any of Cabinet's properties or assets or Niedzwiecki.

3.15 Compliance with Laws. To the knowledge of Cabinet and Niedzwiecki, except as set forth on Schedule 3.15 of the Cabinet Disclosure Schedules, Cabinet has complied and is now in compliance

with all (and has not violated any) Laws and Court Orders, if any, relating to any aspect of Cabinet's business, any of Cabinet's properties or assets, the Leased Office Space, and/or the operations of Cabinet (including, without limitation, all Environmental Laws and all Laws relating to overtime pay, unemployment compensation, worker's compensation, employment discrimination, occupational safety and health or any other employment or employee matter). Neither Cabinet nor Niedzwiecki (i) has received any notice to the effect that, or otherwise been advised that, Cabinet is not in compliance with any such Laws or Court Orders, or (ii) is aware of any existing circumstances that are likely to result in violations of or non-compliance with any applicable Laws or Court Orders relating to any aspect of Cabinet's business, any of Cabinet's properties or assets, the Leased Office Space, and/or the operations of Cabinet.

3.16 Environmental Compliance; Hazardous Substances. Cabinet possesses all Permits currently required, if any, under applicable Environmental Laws (collectively, "Environmental Permits") to operate Cabinet's business and/or use any of its properties or assets. Cabinet is conducting its business and using its properties and assets, and has at all prior times conducted its business and used its properties and assets, in compliance with the terms and conditions of all (and has not violated any) applicable Environmental Permits and in compliance with all (and has not violated any) applicable Environmental Laws, including, without limitation, Environmental Laws governing the use, management, storage and/or Release of any Hazardous Substance. Neither Cabinet nor Niedzwiecki has received any notice, demand letter, citation, claim or request information alleging that Cabinet may be in violation of, or subject to any Liabilities under, any Environmental Law or is allegedly subject to any removal, remedial or response actions, and, to the knowledge of Cabinet and Niedzwiecki, no such notice, demand letter, citation, claim or request for information is threatened or anticipated. Cabinet is not subject to any Court Order or any agreement with any Governmental Entity, or any indemnity or other agreement with any Person, imposing liability or obligations relating to any Environmental Law or any Hazardous Substance.

3.17 Accounts Receivable. The accounts receivable reflected on the Cabinet Interim Balance Sheet, and any additional Cabinet accounts receivable arising after the date thereof, represent bona fide claims of Cabinet against debtors for products sold or licensed, services performed or other charges arising on or before the date hereof, and all of the products sold or licensed and the services performed which gave rise to said accounts were sold, licensed or performed in accordance with the applicable orders, Contracts and/or customer requirements.

3.18 Customers, Resellers and Suppliers. Since December 31, 2015, there has been no adverse change in the business relationship of Cabinet with any material customer, reseller, distributor or supplier outside the ordinary course of business. Cabinet has not received any communication from any material customer, reseller, distributor or supplier of any intention to terminate or materially reduce or change purchases from, supplies to, or the business relationship with Cabinet outside the ordinary course of business.

3.19 Proprietary Rights.

(a) Applications and Registrations. Schedule 3.19(a) of the Cabinet Disclosure Schedules sets forth the following: (i) for each Trademark that Cabinet has registered or submitted an application for registration, the application serial number or registration number, the class of goods covered and the expiration date for each country in which an application for registration of such Trademark has been submitted or such Trademark has been registered, and (ii) for each Copyright registered by Cabinet, the number and date of filing for each country in which such Copyright has been filed.

(b) Royalties and Licenses. Except as set forth on Schedule 3.19(b) of the Cabinet Disclosure Schedules, Cabinet does not have any obligation to compensate any Person for the use of any

Cabinet Proprietary Rights, nor has Cabinet granted to any Person any license, option or other rights to use in any manner any of the Cabinet Proprietary Rights, whether requiring the payment of royalties or not.

(c) Ownership and Protection of Cabinet Proprietary Rights. Cabinet owns or has a valid right to use each of the Cabinet Proprietary Rights, and none of the Cabinet Proprietary Rights will cease to be valid rights by reason of the execution, delivery and performance of this Agreement, the consummation of the Transactions, including the Merger, or PSIGEN, as the Surviving Corporation, becoming the successor owner and holder of such Cabinet Proprietary Rights as a result of the Merger. Cabinet has taken reasonable steps to protect the Cabinet Proprietary Rights from infringement by any other Person. No other Person (including, without limitation, Niedzwiecki, any former stockholder, or any other current or former director, officer, employee, consultant, other independent contractor or Affiliate of Cabinet): (i) has any ownership interest or other rights in or to any of the Cabinet Proprietary Rights, including, without limitation, any right to use any of Cabinet's Trademarks, trade names or service names either in identical form or in such near resemblance thereto as to be likely, when applied to the services or business of any such Person, to cause confusion with such Trademarks, trade names or service names of Cabinet or to cause a mistake or to deceive, (ii) has notified Cabinet that it is claiming any ownership of or right to use any of the Cabinet Proprietary Rights, or (iii) to the knowledge of Cabinet and Niedzwiecki, is infringing upon any Cabinet Proprietary Rights in any way. To the knowledge of Cabinet and Niedzwiecki, Cabinet has not made any claim of a violation or infringement by any other Person of any of Cabinet's rights to or in any of the Cabinet Proprietary Rights. Cabinet's use of the Cabinet Proprietary Rights does not and will not conflict with, infringe upon or otherwise violate the valid rights of any third party in or to such Cabinet Proprietary Rights. No Action has been instituted or is pending against Cabinet, no notices have been received by Cabinet or Niedzwiecki and, to the knowledge of Cabinet and Niedzwiecki, there are no threatened or anticipated claims, alleging that Cabinet's use of any of the Cabinet Proprietary Rights infringes upon or otherwise violates any rights of any third party or other Person in or to any such Cabinet Proprietary Rights. Notwithstanding the foregoing, no representation or warranty is made with respect to whether or not any of the Cabinet Proprietary Rights violate, infringe upon or are limited by any third party patents to the extent that Niedzwiecki does not have actual knowledge of such third party patents or the violation, infringement or limitation thereof.

3.20 No Guarantees. Cabinet is not a guarantor of any indebtedness or other obligation (whether for payment or performance) of any other Person, including, without limitation, Niedzwiecki, any former stockholder, or any other current or former director, officer, employee, consultant, other independent contractor or Affiliate of Cabinet.

3.21 Books and Records. Cabinet has provided PSIGEN access to books and records and accounts, which, in reasonable detail, accurately and fairly reflect the activities of Cabinet and Cabinet's business and operations. To the knowledge of Cabinet and Niedzwiecki, Cabinet has not engaged in any transaction, maintained any bank account or used any corporate funds, except for transactions, bank accounts and funds which have been and are reflected in the books and records of Cabinet.

3.22 Labor Matters. Cabinet is not a party to any labor or collective bargaining agreement with respect to its employees with any labor organization, union, group or association and there are no employee unions (nor any other similar labor or employee organizations) under local statutes, custom or practice. In the past five years, Cabinet has not experienced any attempt by organized labor or its representatives to make Cabinet conform to demands of organized labor relating to its employees or to enter into a binding agreement with organized labor that would cover any employees of Cabinet. There is no labor strike or labor disturbance pending or, to the knowledge of Cabinet and Niedzwiecki, threatened or anticipated against Cabinet. There is no labor related charge, complaint or grievance currently being asserted against Cabinet, or to the knowledge of Cabinet and Niedzwiecki, threatened or anticipated, relating to any unfair labor practices or unlawful employment practices by or on behalf of any present or former employees of

Cabinet. In the past five years, Cabinet has not experienced a work stoppage or other labor difficulty, and is not and has not engaged in any unfair labor practice or unlawful employment practice. To the knowledge of Cabinet and Niedzwiecki, Cabinet has conducted its business in compliance with all (and has not violated any) applicable Laws covering or pertaining to employment, employment practices and employee matters, including, without limitation, applicable Laws pertaining to the privacy, data protection, and information security of employee information and the applicable Laws referred to in Section 3.15 above. Without limiting the generality of the foregoing, Cabinet is in compliance with the Immigration Reform and Control Act of 1986 and maintains a current Form I-9, as required by such Act, in the personnel file of each employee hired after November 9, 1986.

**3.23 Employee Benefit Plans.** Except as set forth on Schedule 3.23 of the Cabinet Disclosure Schedules, Cabinet does not maintain or sponsor, or contribute to, any pension, profit sharing, 401(k), savings, bonus, incentive or deferred compensation, stock option, stock purchase, severance pay, medical, life insurance, welfare, or any other "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), in which any employees of Cabinet participate (the plans set forth on Schedule 3.23 and related trusts, insurance and annuity contracts, funding media and related agreements and arrangements hereinafter referred to individually, as a "Benefit Plans" and collectively, as the "Benefit Plans"). To the knowledge of Cabinet and Niedzwiecki, each Benefit Plan (i) complies in all material respects with all requirements of the Department of Labor and the Internal Revenue Service, and with all other applicable Laws, and (ii) has been operated and administered in material compliance in accordance with all applicable Laws, including, without limitation, ERISA, the Code and in each case the regulations thereunder. No liability under Title IV of ERISA has been incurred by Cabinet that has not been satisfied in full, and no condition exists that is likely to cause Cabinet (or PSIGEN, as the Surviving Corporation) to incur any liability thereunder.

**3.24 Taxes and Tax Returns.** Except as set forth on Schedule 3.24 of the Cabinet Disclosure Schedules, (i) Cabinet has, within the times and in the manner prescribed by law, including extensions, filed all Tax Returns and similar reports (including, without limitation, information returns and other material information) required to be filed by it through the date hereof with respect to all applicable Taxes, and (ii) all such Tax Returns are complete and accurate and Cabinet has paid all Taxes shown thereon which are due and payable including, without limitation, any Taxes or fees based on income. All Taxes that Cabinet was or is required by law to withhold, collect or pay, including, without limitation, federal and state employee income Tax withholding, FICA Taxes and FUTA Taxes, have been withheld or collected and paid over to the proper Governmental Entities. Cabinet has provided PSIGEN with access to true and complete copies of (i) the federal income Tax Returns filed by Cabinet for the years ended December 31, 2013, 2014 and 2015, (ii) the Alabama state income Tax Returns filed by Cabinet for the years ended December 31, 2013, 2014 and 2015, and (iii) the state sales, use and personal property tax returns filed by Cabinet for the years ended December 31, 2013, 2014 and 2015. No deficiencies for Taxes, have been claimed, proposed or assessed by any taxing or other Governmental Entity against Cabinet. Except as set forth on Schedule 3.24 of the Cabinet Disclosure Schedules, there are no pending, or to the knowledge of Cabinet and Niedzwiecki, threatened audits, investigations, disputes or claims for or relating to any Liability of Cabinet in respect to any Taxes of any nature, nor does Cabinet or Niedzwiecki have any reasonable grounds to anticipate any audit, investigation, dispute or claim relating to any Tax Return filed by Cabinet. There are no matters under discussion between Cabinet and any Governmental Entity with respect to any Taxes of any nature. Cabinet has not waived or agreed to extend any statute of limitations relating to any Taxes.

**3.25 Accounts Payable.** All accounts payable, accrued liabilities and other expenses incurred by Cabinet since January 1, 2016, are in all respects valid claims that arose or were incurred in the ordinary course of business. Since January 1, 2016, all accounts payable, accrued liabilities and other expenses of Cabinet have been paid in the ordinary course of business.

3.26 Products and Services. All Cabinet Products have been, in all material respects, developed, designed, marketed, distributed, licensed and sold, and all Cabinet Services have been performed and sold (i) to the knowledge of Cabinet and Niedzwiecki, in compliance with all applicable Laws, and (ii) in accordance with the provisions of all applicable contractual arrangements and all express Cabinet Product or Cabinet Service warranties, as applicable. None of the Cabinet Products or Cabinet Services has at any time been recalled, withdrawn or suspended by Cabinet, whether voluntarily or otherwise, and there are no proceedings pending or, to the knowledge of Cabinet and Niedzwiecki, threatened that seek the recall or seizure of any Cabinet Product or the withdrawal or suspension of any Cabinet Service. There has been no recurrent or general failure of any Cabinet Product or any Cabinet Service such as to require a general recall or replacement of any such Cabinet Product or a general re-servicing or repair as a result of any such Cabinet Service outside the ordinary course of business. Cabinet has provided PSIGEN with access to true and complete copies of any standard terms and conditions (including all warranty provisions) previously or currently used by Cabinet in connection with (a) the license and/or sale of any Cabinet Products, including, without limitation, the form of any end user license agreement(s), and/or (b) the provision and/or sale of any Cabinet Services. There are no outstanding warranty obligations with respect to any Cabinet Products developed, designed, marketed, distributed, licensed and/or sold by Cabinet or any Cabinet Services performed and/or sold by Cabinet prior to the Closing Date which were issued outside the ordinary course of business. No claim under or pursuant to any warranty (whether express or implied) and no claim for any other Liability has been asserted, is pending or, to the knowledge of Cabinet and Niedzwiecki, is threatened or anticipated against Cabinet with respect to any Cabinet Products or any Cabinet Services.

3.27 No Other Operations, Properties, Assets or Names. Cabinet does not (i) conduct any activities or operate any business other than the operation of its business of developing, designing, marketing, distributing, licensing and selling enterprise document management software products and marketing, providing and selling related services, and activities incidental thereto, or (ii) own or lease any personal property or assets other than the tangible and intangible property and assets that it uses in the operation of the business described in clause (i) above. Except as set forth on Schedule 3.27 of the Cabinet Disclosure Schedules, Cabinet has conducted its business under the name ePaperless Office.com prior to January 2003 and under the names Cabinet NG, Inc. at all times since January 2003, and has not used or conducted any of its business under any other name or any other fictitious business name.

3.28 No Brokers or Finders. Neither Cabinet nor Niedzwiecki has employed or made any agreement with any broker, finder or similar agent or any other Person that will entitle any Person to receive, or that will result in the obligation of PSIGEN, as the Surviving Corporation, to pay, any broker's, finder's or similar fees or commissions in connection with the Transactions, including the Merger.

3.29 Disclosure. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS ARTICLE III, NEITHER CABINET NOR NIEDZWIECKI MAKES ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF CABINET OR ANY OF ITS ASSETS, LIABILITIES OR OPERATIONS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED.

3.30 Representations Relating to Niedzwiecki. Niedzwiecki severally represents and warrants to PSIGEN and Hensley as set forth below, which representations and warranties are true and correct in all material respects as of the date hereof:

(a) Authority; Execution and Delivery; Enforceability. Niedzwiecki has the legal capacity and all requisite authority to execute and deliver this Agreement and any other agreement(s) to be executed and delivered by Niedzwiecki in connection herewith, to consummate the Transactions



contemplated hereby and the transactions contemplated thereby, and to perform his obligations hereunder and thereunder. Niedzwiecki has duly executed and delivered this Agreement and each other agreement entered into in connection herewith to which Niedzwiecki is a party. This Agreement and each such other agreement to which Niedzwiecki is a party constitutes the legal, valid and binding obligation of Niedzwiecki, enforceable against Niedzwiecki in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

(b) No Conflicts or Violations. Neither the execution, delivery or performance of this Agreement or any other agreement(s) to be executed and delivered by Niedzwiecki in connection herewith, nor the consummation of the Transactions (including the Merger) contemplated hereby or consummation of any transactions contemplated by any other such agreement, nor compliance by Niedzwiecki with any of the provisions hereof or thereof, will (i) violate, conflict with, or result in or constitute a Default under, or result in the termination of, or accelerate the performance required by Niedzwiecki under, or result in a right of termination or acceleration under, or result in the creation of any Encumbrance on any of the Niedzwiecki Cabinet Shares (as defined below) or any of Niedzwiecki's other properties or assets, or result in a loss or adverse modification of any rights or authorizations under, any of the terms, conditions or provisions of any Contract to which Niedzwiecki is a party or by which any of the Niedzwiecki Cabinet Shares or any of Niedzwiecki's other properties or assets is bound; (ii) impose any Encumbrance on any of Cabinet's properties or assets or on Cabinet's business; or (iii) violate any Laws or Court Order applicable to Niedzwiecki or by which Niedzwiecki is bound.

(c) Ownership of Cabinet Shares and PSIGEN Merger Shares. Niedzwiecki is the sole record and beneficial owner of, and owns and holds good and marketable title to, 1,454,004 shares of Cabinet Common Stock (the "Niedzwiecki Cabinet Shares"). The Niedzwiecki Cabinet Shares represent all of the issued and outstanding shares of Cabinet Common Stock. Niedzwiecki own all of the Niedzwiecki Cabinet Shares free and clear of any and all Encumbrances of every kind, character and description whatsoever, including, without limitation, any community property interest or claim in any of the Niedzwiecki Cabinet Shares and any restrictions on the right to vote, sell or otherwise dispose of any of the Niedzwiecki Cabinet Shares. Niedzwiecki has the unrestricted right to transfer the Niedzwiecki Cabinet Shares, including the unrestricted right to have the Niedzwiecki Cabinet Shares converted into the Merger Consideration by virtue of the Merger. Niedzwiecki has not granted any options, warrants, convertible securities or other rights to acquire any of the Niedzwiecki Cabinet Shares to any Person. No Person other than Niedzwiecki will have any right to receive any of the Merger Consideration. Upon receiving the Merger Consideration pursuant to the Merger: (i) Niedzwiecki will be the sole record and beneficial owner of all the shares of Surviving Corporation Common Stock issued as the Merger Consideration (collectively, the "PSIGEN Merger Shares"); and (ii) Niedzwiecki will hold all of the PSIGEN Merger Shares free and clear of any Encumbrances of every kind, character and description whatsoever (including, without limitation, any community property interest or claim in any of the PSIGEN Merger Shares and any restrictions on the right to vote, sell or otherwise dispose of any of the PSIGEN Merger Shares), except for Encumbrances under the Stockholders Agreement.

(d) Investment Representations. Niedzwiecki understands that the PSIGEN Merger Shares he will receive as the Merger Consideration have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act"), or under any state securities laws, and that the PSIGEN Merger Shares are being offered and sold and will be issued pursuant to the Merger in reliance upon federal and state exemptions for transactions not involving any public offering. Niedzwiecki also represents and warrants that: (i) he is acquiring the PSIGEN Merger Shares solely for his own personal account for investment purposes only, and not with a view to reselling, distributing, splitting, sharing or otherwise disposing of any of the PSIGEN Merger Shares; (ii) he has no contract, understanding, agreement or commitment, formal or informal, with any Person to sell, transfer or pledge any of the PSIGEN Merger

Shares, and he has no present plans to enter into any such contract, understanding, agreement, arrangement or commitment; (iii) he is a sophisticated investor with knowledge and experience in business and financial matters qualifies as an "accredited investor" pursuant to Regulation D promulgated under the Securities Act; (iv) he is able to bear the economic risk and lack of liquidity inherent in holding the PSIGEN Merger Shares for an indefinite period of time; (v) he has had the opportunity to obtain such information as desired in order to evaluate the merits and the risks inherent in entering into this Agreement, acquiring the PSIGEN Merger Shares pursuant to the Merger and holding the PSIGEN Merger Shares following the Merger; and (vi) except for the express representations and warranties of PSIGEN contained in Article IV below, he acknowledges that in connection with entering into this Agreement and making an investment decision to acquire the PSIGEN Merger Shares, he has not relied upon or otherwise been induced by, any other express or implied representation or warranty with respect to PSIGEN or PSIGEN's business, operations, assets, Liabilities, revenues, results of operations, financial condition or prospects.

(c) Advisors. Niedzwiecki is relying solely on, and obtaining advice solely from, his own counsel and tax advisors in connection with entering into this Agreement and all aspects of the Transactions (including, without limitation, as to whether or not the Merger will qualify as a tax-free reorganization under the Code), and is not relying on PSIGEN or PSIGEN's counsel or tax advisors for any legal, tax or financial advice or any other advice whatsoever with respect to this Agreement, the tax treatment of the Merger or any other matters relating to this Agreement of the Transactions, including the Merger.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF PSIGEN AND HENSLEY

PSIGEN hereby represents and warrants to Niedzwiecki as set forth in this Article IV, which representations and warranties are true and correct in all material respects as of the date hereof, except as otherwise set forth in any PSIGEN Disclosure Schedules.

4.1 Organization; Qualification. PSIGEN is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on and conduct its business. PSIGEN is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the character of PSIGEN's properties or assets owned or leased or the nature of PSIGEN's activities in conducting its business requires such qualification, except where the failure to be so qualified or, where relevant, in good standing, would not, individually or in the aggregate, reasonably be expected to have a PSIGEN material adverse effect.

##### 4.2 Capitalization.

(a) Authorized and Outstanding Capital Stock. The authorized capital stock of PSIGEN consists of 1,000,000 shares of Common Stock, par value \$0.001 per share (the "PSIGEN Common Stock"), of which 510,000 shares are issued and outstanding. Hensley is the record and beneficial owner of all of the issued and outstanding shares of PSIGEN Common Stock. All issued and outstanding shares of PSIGEN Common Stock are duly authorized, validly issued, fully paid and non-assessable and free of any pre-emptive rights and have been validly issued in full compliance with all applicable federal and state securities Laws.

(b) No Options, Warrants, Convertible Securities, etc. There are no outstanding subscriptions, options, warrants, puts, calls, exchangeable or convertible securities or debt, preemptive rights, or other similar rights, agreements or commitments relating to the issuance of capital stock or other



equity interests to which PSIGEN is a party or otherwise obligating PSIGEN to (i) issue, transfer or sell any shares of its capital stock or any other equity interests of PSIGEN or any securities convertible into or exchangeable for such shares of capital stock or equity interests, (ii) grant, extend or enter into any such subscription, option, warrant, put, call, exchangeable or convertible securities or debt, preemptive right, or other similar right, agreement or commitment, or (iii) repurchase, redeem or otherwise acquire any such shares of its capital stock or other equity interests.

4.3 No Subsidiaries. PSIGEN has no direct or indirect stock or other equity or ownership interest (whether controlling or not) in any corporation, association, partnership, joint venture, limited liability company or other entity.

4.4 Authorization; Execution and Delivery; Enforceability. PSIGEN has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the Transactions, including the Merger, and to perform its obligations hereunder. The execution and delivery by PSIGEN of this Agreement, and the consummation by PSIGEN of the Transactions, including the Merger, have been duly and unanimously approved by the board of directors of PSIGEN and by Hensley, as the sole stockholder. No other corporate proceedings or approvals on the part of PSIGEN are necessary to authorize this Agreement or the Transactions, including the Merger. PSIGEN has duly executed and delivered this Agreement. This Agreement constitutes the legal, valid and binding obligation of PSIGEN, enforceable against PSIGEN in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

4.5 No Conflicts or Violations. Neither the execution, delivery or performance of this Agreement by PSIGEN, nor the consummation of the Transactions (including the Merger) contemplated hereby, nor compliance by PSIGEN with any of the provisions hereof, will (i) violate or conflict with any provision of the any of PSIGEN's Organizational Documents, (ii) violate, conflict with, or result in or constitute a Default under, or result in the termination of, or accelerate the performance required by PSIGEN under, or result in a right of termination or acceleration under, or result in the creation of any Encumbrance on any of PSIGEN's properties or assets under, or result in a loss or adverse modification of any rights or authorizations under, any of the terms, conditions or provisions of any Contract, Lease or Permit to which PSIGEN is a party or by which any of PSIGEN's properties or assets is bound; (iii) otherwise impose any Encumbrance on any of PSIGEN's properties or assets or on PSIGEN's business; or (iv) violate any Laws or Court Order applicable to PSIGEN or by which PSIGEN is bound.

4.6 Governmental and Other Consents. Except for the filing of the Certificate of Merger with the DSOS and the filing of the Articles of Merger with the ASOS, no notice to, or consent, approval, authorization or order of, or registration, qualification, designation, declaration or filing with, or Permit from, any Governmental Entity or other Person is required to be made or obtained by PSIGEN in connection with the execution, delivery or performance of this Agreement and/or the consummation of the Transactions, including the Merger.

4.7 Financial Statements. PSIGEN has delivered to Cabinet the PSIGEN Financial Statements. The PSIGEN Financial Statements are in accordance with the books and records of PSIGEN and fairly present, in all material respects, the assets, Liabilities (including all reserves) and financial condition and position of PSIGEN as of the respective dates thereof and PSIGEN's results of operations for the respective periods then ended. The PSIGEN Financial Statements are unaudited and were prepared in accordance with the income tax basis of accounting applied on a consistent basis throughout the periods involved.

4.8 No Undisclosed Liabilities. To the Knowledge of PSIGEN and Hensley, PSIGEN has no Liabilities due or to become due, except for the following: (i) Liabilities set forth or reserved for on the

PSIGEN Interim Balance Sheet which have not been paid or discharged, (ii) Liabilities which have arisen in the ordinary course of PSIGEN's business after the date of the Interim Balance Sheet through the date immediately preceding the Closing Date, (iii) Liabilities arising in the ordinary course of business under Contracts, Leases, Permits and other business arrangements described in the PSIGEN Disclosure Schedules, and (iv) Liabilities for attorneys' fees incurred in the ordinary course of business but not yet invoiced, including, without limitation, those incurred in connection with the Transactions and this Agreement.

4.9 Title to Assets. Except as set forth on Schedule 4.9 of the PSIGEN Disclosure Schedules, PSIGEN has good and marketable title to all of its tangible properties and assets (which consist of all tangible properties and tangible assets reflected on the PSIGEN Interim Balance Sheet and all tangible properties and assets acquired by PSIGEN since the date of the PSIGEN Interim Balance Sheet), free and clear of any Encumbrances of every kind, character and description whatsoever. PSIGEN's tangible properties and tangible assets include, without limitation, all tangible assets necessary for the conduct of PSIGEN's business as it is currently being conducted and in the ordinary course of business. Hensley does not own, hold or claim any right, title or interest in or to any of PSIGEN's properties or assets.

4.10 [Intentionally Omitted.]

4.11 Contracts, Leases and Commitments.

(a) Contracts. PSIGEN has provided Cabinet with access to referred to all of the Contracts referred to in clauses (i) through (xi) below (including all amendments and supplements thereto through the date of this Agreement). In addition, set forth on Schedule 4.11(a) of the PSIGEN Disclosure Schedules is a list of all Contracts referred to in clauses (iii) through (viii) below pursuant to which PSIGEN makes payments, or has other obligations or Liabilities, in excess of \$50,000 annually.

(i) employment Contracts, and severance agreements, including, without limitation, all Contracts (A) to employ or terminate officers or other personnel and other contracts with present or former officers, directors, stockholders or consultants of PSIGEN, or (B) that will result in the payment by PSIGEN (as the Surviving Corporation) of, or the creation of any Liability to pay, any severance, termination, "golden parachute," or other similar payments to any present or former officers or other personnel following termination of employment or otherwise as a result of the consummation of the Transactions, including the Merger;

(ii) labor or union Contracts;

(iii) reseller, distribution, franchise, license, technical assistance, sales, commission, consulting, agency or advertising Contracts related to PSIGEN's business and/or any of its properties or assets;

(iv) options with respect to any property, real or personal, whether PSIGEN is the grantor or grantee thereunder;

(v) Contracts with (and purchase orders from) customers pursuant to which PSIGEN provides its PSIGEN Services;

(vi) Contracts involving future expenditures or Liabilities, actual or potential;

(vii) Contracts or commitments relating to commission or royalty arrangements with others;

(viii) promissory notes, loans, agreements, indentures, evidences of indebtedness, letters of credit, guarantees, or other instruments (A) relating to an obligation to pay money, whether PSIGEN is the borrower, lender or guarantor thereunder, or (B) imposing or relating to any Encumbrance affecting any of PSIGEN's properties or assets;

(ix) Contracts relating to (A) any stock redemption or stock repurchase previously effected by PSIGEN, or (B) any stock options or other rights to acquire any equity interest in PSIGEN, including any Contracts terminating any such stock options or other rights;

(x) Contracts containing covenants limiting the freedom of PSIGEN or any officer, director, stockholder or affiliate of PSIGEN, to engage in any line of business or compete with any Person; and

(xi) Contracts not made in the ordinary course of business.

(b) Absence of Defaults. All of the Contracts to which PSIGEN is a party or by which PSIGEN or any of its properties or assets is bound or affected are, and after the consummation of the Transactions, including the Merger, will continue to be, valid, binding and enforceable in accordance with their respective terms in all material respects. PSIGEN has fulfilled or performed in all material respects when due, all of the obligations required to be fulfilled or performed by PSIGEN under each of such Contracts, and no notice of any claim of Default or notice of any cancellation or termination has been given to PSIGEN or Hensley under or with respect to any of such Contracts outside the ordinary course of business. To the knowledge of PSIGEN or Hensley, each of the other parties to such Contracts has complied in all material respects with the provisions thereof and no such other party is in Default under any such Contract.

4.12 Permits. To the knowledge of PSIGEN and Hensley, PSIGEN has, and at all times has had, all Permits required under any applicable Laws to operate its business and/or to own or use its properties and assets in connection with its Business. PSIGEN is in compliance in all material respects with all such Permits and owns or possesses all such Permits free and clear of any Encumbrances. PSIGEN is not in Default, nor has it received any notice of any claim of Default, with respect to any such Permit. To the knowledge of PSIGEN and Hensley: (i) PSIGEN has not engaged in any activity that would cause revocation or suspension of any such Permit, and (ii) no action or proceeding looking to or contemplating the revocation or suspension of any such Permit is pending or threatened. All such Permits are renewable by their terms or in the ordinary course of business without the need to comply with any special qualification procedures or to pay any amounts other than routine filing fees. No present or former stockholder, director, officer or employee of PSIGEN (including Hensley) or any other Person, owns or has any proprietary, financial or other interest (direct or indirect) in any Permit which PSIGEN owns, possesses or uses.

4.13 Absence of Certain Changes or Events. Except as set forth on Schedule 4.13 of the PSIGEN Disclosure Schedules, since December 31, 2015, there has not been:

(i) any conduct of business or any transaction (including, without limitation, any sale, assignment or transfer of any of PSIGEN's properties or assets and any incurrence of any Liabilities) by PSIGEN except in the ordinary course of business;

(ii) any actual or threatened adverse change relating or with respect to PSIGEN's business, operations, assets, Liabilities, revenues, results of operations or financial condition or the prospects of PSIGEN's business that has had, or would reasonably be expected to have, a PSIGEN material adverse effect;

(iii) any damage to or destruction or loss of any of PSIGEN's properties or assets (whether or not covered by insurance), that has had, or would reasonably be expected to have, a PSIGEN material adverse effect any aspect of PSIGEN's business and/or any of PSIGEN's properties or assets;

(iv) any cancellation of any indebtedness or waiver, termination or release of any right or claim of PSIGEN relating to PSIGEN's business and/or any of PSIGEN's properties or assets outside the ordinary course of business;

(v) any declaration, setting aside, or payment of any dividend(s) or other distribution(s) by PSIGEN in respect of any shares of capital stock of PSIGEN, or any direct or indirect redemption, purchase or other acquisition by PSIGEN of any of its capital stock;

(vi) any option to purchase, or other right to acquire, any PSIGEN Common Stock or any other securities of PSIGEN issued or granted by PSIGEN to any Person;

(vii) any promise, agreement or commitment to increase the wages, salaries, compensation or other benefits payable or to become payable by PSIGEN to any directors, officers or other employees of PSIGEN, or any consultants, other independent contractors or Representatives of PSIGEN, other than normal increases granted in the ordinary course of business (and in amounts consistent with PSIGEN's past practice);

(viii) any declaration, grant, payment, accrual, commitment or obligation of any kind for the payment by PSIGEN of any bonus, incentive compensation, service award or other additional salary or compensation or similar benefit to any directors, officers or other employees of PSIGEN, or any consultants, other independent contractors or Representatives of PSIGEN, in each case, other than in the ordinary course of business (and in amounts consistent with PSIGEN's past practice);

(ix) any amendment, cancellation or termination of any Contract, transaction or Permit relating to PSIGEN's business or any of its properties or assets or entry into any Contract, commitment, agreement, transaction or Permit, other than in the ordinary course of business;

(x) any grant or creation of any mortgage, pledge, or other Encumbrance on or with respect to PSIGEN's business or any of PSIGEN's properties or assets, other than liens for property taxes not yet due and the lien in favor of Lender disclosed on Schedule 4.9 of the PSIGEN Disclosure Schedules;

(xi) any incurrence of any indebtedness for borrowed money by PSIGEN (other than indebtedness reflected on the PSIGEN Interim Balance Sheet and indebtedness under the new line of credit PSIGEN obtained from Lender after the PSIGEN Interim Balance Sheet date), any commitment to borrow money entered into by PSIGEN or, any guaranty or commitment to guaranty the indebtedness of others entered into by PSIGEN;

(xii) any loan made or agreed to be made by PSIGEN to any director, officer, employee, other Affiliate or any other Person;

(xiii) any failure by PSIGEN to pay or satisfy when due any Liability of PSIGEN;

(xiv) any adverse change in the relationship between PSIGEN and any material customer, reseller, distributor or supplier outside the ordinary course of business;

(xv) any other event or condition which, in any one case or in the aggregate, has or might reasonably be expected to have a PSIGEN material adverse effect; or

(xvi) any agreement or commitment by PSIGEN or Hensley to do any of the things described in the preceding clauses (i) through (xv).

4.14 No Litigation or Proceedings. There is no Action pending, or to the knowledge of PSIGEN and Hensley, threatened or anticipated: (i) against, related to or affecting (a) PSIGEN, PSIGEN's business or any of PSIGEN's properties or assets, (b) any officers or directors of PSIGEN as such, or (c) Hensley in his capacity as a stockholder of PSIGEN; (ii) seeking to delay, limit or enjoin the Merger (or any other Transactions); or (iii) in which PSIGEN or Hensley is a plaintiff. Neither PSIGEN nor Hensley is subject to any Court Order, and there are no unsatisfied judgments against PSIGEN, PSIGEN's business, any of PSIGEN's properties or assets or Hensley.

4.15 Compliance with Laws. To the knowledge of PSIGEN and Hensley, PSIGEN has complied and is now in compliance with all (and has not violated any) Laws and Court Orders, if any, relating to any aspect of PSIGEN's business, any of PSIGEN's properties or assets, and/or the operations of PSIGEN (including, without limitation, all Environmental Laws and all Laws relating to overtime pay, unemployment compensation, worker's compensation, employment discrimination, occupational safety and health or any other employment or employee matter). Neither PSIGEN nor Hensley (i) has received any notice to the effect that, or otherwise been advised that, PSIGEN is not in compliance with any such Laws or Court Orders, or (ii) is aware of any existing circumstances that are likely to result in violations of or non-compliance with any applicable Laws or Court Orders relating to any aspect of PSIGEN's business, any of PSIGEN's properties or assets, and/or the operations of PSIGEN.

4.16 Environmental Compliance; Hazardous Substances. PSIGEN possesses all Environmental Permits currently required, if any, to operate PSIGEN's business and/or use any of its properties or assets. PSIGEN is conducting its business and using its properties and assets, and has at all prior times conducted its business and used its properties and assets, in compliance with the terms and conditions of all (and has not violated any) applicable Environmental Permits and in compliance with all (and has not violated any) applicable Environmental Laws, including, without limitation, Environmental Laws governing the use, management, storage and/or Release of any Hazardous Substance. Neither PSIGEN nor Hensley has received any notice, demand letter, citation, claim or request information alleging that PSIGEN may be in violation of, or subject to any Liabilities under, any Environmental Law or is allegedly subject to any removal, remedial or response actions, and, to the knowledge of PSIGEN and Hensley, no such notice, demand letter, citation, claim or request for information is threatened or anticipated. PSIGEN is not subject to any Court Order or any agreement with any Governmental Entity, or any indemnity or other agreement with any Person, imposing liability or obligations relating to any Environmental Law or any Hazardous Substance.

4.17 Accounts Receivable. The accounts receivable reflected on the PSIGEN Interim Balance Sheet, and any additional PSIGEN accounts receivable arising after the date thereof, represent bona fide claims of PSIGEN against debtors for products sold or licensed, services performed or other charges arising on or before the date hereof, and all of the products sold or licensed and the services performed which gave rise to said accounts were sold, licensed or performed in accordance with the applicable orders, Contracts and/or customer requirements.

4.18 Customers, Resellers and Suppliers. Since December 31, 2015, there has been no adverse change in the business relationship of PSIGEN with any material customer, reseller, distributor or supplier outside the ordinary course of business. PSIGEN has not received any communication from any material customer, reseller, distributor or supplier of any intention to terminate or materially reduce or change purchases from, supplies to, or the business relationship with PSIGEN outside the ordinary course of business.

4.19 Ownership and Protection of PSIGEN Proprietary Rights. PSIGEN owns or has a valid right to use each of the PSIGEN Proprietary Rights, and none of the PSIGEN Proprietary Rights will cease to be valid rights by reason of the execution, delivery and performance of this Agreement or the consummation of the Transactions, including the Merger. PSIGEN has taken reasonable steps to protect the PSIGEN Proprietary Rights from infringement by any other Person. No other Person (including, without limitation, Hensley, any former stockholder, or any other current or former director, officer, employee, consultant, other independent contractor or Affiliate of PSIGEN): (i) has any ownership interest or other rights in or to any of the PSIGEN Proprietary Rights, including, without limitation, any right to use any of PSIGEN's Trademarks, trade names or service names either in identical form or in such near resemblance thereto as to be likely, when applied to the services or business of any such Person, to cause confusion with such Trademarks, trade names or service names of PSIGEN or to cause a mistake or to deceive, (ii) has notified PSIGEN that it is claiming any ownership of or right to use any of the PSIGEN Proprietary Rights, or (iii) to the knowledge of PSIGEN and Hensley, is infringing upon any PSIGEN Proprietary Rights in any way. To the knowledge of PSIGEN and Hensley, PSIGEN has not made any claim of a violation or infringement by any other Person of any of PSIGEN's rights to or in any of the PSIGEN Proprietary Rights. PSIGEN's use of the PSIGEN Proprietary Rights does not and will not conflict with, infringe upon or otherwise violate the valid rights of any third party in or to such PSIGEN Proprietary Rights. No Action has been instituted or is pending against PSIGEN, no notices have been received by PSIGEN or Hensley and, to the knowledge of PSIGEN and Hensley, there are no threatened or anticipated claims, alleging that PSIGEN's use of any of the PSIGEN Proprietary Rights infringes upon or otherwise violates any rights of any third party or other Person in or to any such PSIGEN Proprietary Rights. Notwithstanding the foregoing, no representation or warranty is made with respect to whether or not any of the PSIGEN Proprietary Rights violate, infringe upon or are limited by any third-party patents to the extent that Hensley does not have actual knowledge of such third party patents or the violation, infringement or limitation thereof.

4.20 No Guarantees. PSIGEN is not a guarantor of any indebtedness or other obligation (whether for payment or performance) of any other Person, including, without limitation, Hensley, any former stockholder, or any other current or former director, officer, employee, consultant, other independent contractor or Affiliate of PSIGEN.

4.21 Books and Records. PSIGEN has provided Cabinet access to books and records and accounts, which, in reasonable detail, accurately and fairly reflect the activities of PSIGEN and PSIGEN's business and operations. To the knowledge of PSIGEN and Hensley, PSIGEN has not engaged in any transaction, maintained any bank account or used any corporate funds, except for transactions, bank accounts and funds which have been and are reflected in the books and records of PSIGEN.

4.22 Labor Matters. PSIGEN is not a party to any labor or collective bargaining agreement with respect to its employees with any labor organization, union, group or association and there are no employee unions (nor any other similar labor or employee organizations) under local statutes, custom or practice. In the past five years, PSIGEN has not experienced any attempt by organized labor or its representatives to make PSIGEN conform to demands of organized labor relating to its employees or to enter into a binding agreement with organized labor that would cover any employees of PSIGEN. There is no labor strike or labor disturbance pending or, to the knowledge of PSIGEN and Hensley, threatened or anticipated against

PSIGEN. There is no labor related charge, complaint or grievance currently being asserted against PSIGEN, or to the knowledge of PSIGEN and Hensley, threatened or anticipated, relating to any unfair labor practices or unlawful employment practices by or on behalf of any present or former employees of PSIGEN. In the past five years, PSIGEN has not experienced a work stoppage or other labor difficulty, and is not and has not engaged in any unfair labor practice or unlawful employment practice. To the knowledge of PSIGEN and Hensley, PSIGEN has conducted its business in compliance with all (and has not violated any) applicable Laws covering or pertaining to employment, employment practices and employee matters, including, without limitation, applicable Laws pertaining to the privacy, data protection, and information security of employee information and the applicable Laws referred to in Section 4.15 above. Without limiting the generality of the foregoing, PSIGEN is in compliance with the Immigration Reform and Control Act of 1986 and maintains a current Form I-9, as required by such Act, in the personnel file of each employee hired after November 9, 1986.

4.23 Employee Benefit Plans. To the knowledge of PSIGEN and Hensley, each Benefit Plan in which any employees of PSIGEN participate (i) complies in all material respects with all requirements of the Department of Labor and the Internal Revenue Service, and with all other applicable Laws, and (ii) has been operated and administered in material compliance in accordance with all applicable Laws, including, without limitation, ERISA, the Code and in each case the regulations thereunder. No liability under Title IV of ERISA has been incurred by PSIGEN that has not been satisfied in full.

4.24 Taxes and Tax Returns. PSIGEN has, within the times and in the manner prescribed by law, including extensions, filed all Tax Returns and similar reports (including, without limitation, information returns and other material information) required to be filed by it through the date hereof with respect to all applicable Taxes. All such Tax Returns are complete and accurate and PSIGEN has paid all Taxes shown thereon which are due and payable including, without limitation, any Taxes or fees based on income. All Taxes that PSIGEN was or is required by law to withhold, collect or pay, including, without limitation, federal and state employee income Tax withholding, FICA Taxes and FUTA Taxes, have been withheld or collected and paid over to the proper Governmental Entities. PSIGEN has provided Cabinet with access to true and complete copies of (i) the federal income Tax Returns filed by PSIGEN for the years ended June 30, 2014, 2015 and 2016, (ii) the Florida state income Tax Return filed by PSIGEN for the years ended June 30, 2014, 2015 and 2016, and (iii) the state sales, use and personal property tax returns filed by PSIGEN for the years ended June 30, 2014, 2015 and 2016. No deficiencies for Taxes, have been claimed, proposed or assessed by any taxing or other Governmental Entity against PSIGEN. There are no pending, or to the knowledge of PSIGEN and Hensley, threatened audits, investigations, disputes or claims for or relating to any Liability of PSIGEN in respect to any Taxes of any nature, nor does PSIGEN or Hensley have any reasonable grounds to anticipate any audit, investigation, dispute or claim relating to any Tax Return filed by PSIGEN. There are no matters under discussion between PSIGEN and any Governmental Entity with respect to any Taxes of any nature. PSIGEN has not waived or agreed to extend any statute of limitations relating to any Taxes.

4.25 Accounts Payable. All accounts payable, accrued liabilities and other expenses incurred by PSIGEN since January 1, 2016, are in all respects valid claims that arose or were incurred in the ordinary course of business. Since January 1, 2016, all accounts payable, accrued liabilities and other expenses of PSIGEN have been paid in the ordinary course of business.

4.26 Products and Services. All PSIGEN Products have been, in all material respects, developed, designed, marketed, distributed, licensed and sold, and all PSIGEN Services have been performed and sold (i) to the knowledge of PSIGEN and Hensley, in compliance with all applicable Laws, and (ii) in accordance with the provisions of all applicable contractual arrangements and all express PSIGEN Product or PSIGEN Service warranties, as applicable. None of the PSIGEN Products or PSIGEN Services has at any time been recalled, withdrawn or suspended by PSIGEN, whether voluntarily or



otherwise, and there are no proceedings pending or, to the knowledge of PSIGEN and Hensley, threatened that seek the recall or seizure of any PSIGEN Product or the withdrawal or suspension of any PSIGEN Service. There has been no recurrent or general failure of any PSIGEN Product or any PSIGEN Service such as to require a general recall or replacement of any such PSIGEN Product or a general re-servicing or repair as a result of any such PSIGEN Service outside the ordinary course of business. PSIGEN has provided Cabinet with access to true and complete copies of any standard terms and conditions (including all warranty provisions) currently used by PSIGEN in connection with (a) the license and/or sale of any PSIGEN Products, including, without limitation, the form of any end user license agreement(s), and/or (b) the provision and/or sale of any PSIGEN Services. There are no outstanding warranty obligations with respect to any PSIGEN Products developed, designed, marketed, distributed, licensed and/or sold by PSIGEN or any PSIGEN Services performed and/or sold by PSIGEN prior to the Closing Date which were issued outside the ordinary course of business. No claim under or pursuant to any warranty (whether express or implied) and no claim for any other Liability has been asserted, is pending or, to the knowledge of PSIGEN and Hensley, is threatened or anticipated against PSIGEN with respect to any PSIGEN Products or any PSIGEN Services.

4.27 [Intentionally Omitted.]

4.28 No Brokers or Finders. Neither PSIGEN nor Hensley has employed or made any agreement with any broker, finder or similar agent or any other Person that will entitle any Person to receive, or that will result in the obligation of PSIGEN to pay, any broker's, finder's or similar fees or commissions in connection with the Transactions, including the Merger.

4.29 Disclosure. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS ARTICLE IV, NEITHER PSIGEN NOR HENSLEY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF PSIGEN OR ANY OF ITS ASSETS, LIABILITIES OR OPERATIONS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED.

4.30 Representations of Hensley. Hensley severally represents and warrants to Cabinet and Niedzwiecki as set forth below, which representations and warranties are true and correct in all material respects as of the date hereof:

(a) Authority; Execution and Delivery; Enforceability. Hensley has the legal capacity and all requisite authority to execute and deliver this Agreement and any other agreement(s) to be executed and delivered by Hensley in connection herewith, to consummate the Transactions contemplated hereby and the transactions contemplated thereby, and to perform his obligations hereunder and thereunder. Hensley has duly executed and delivered this Agreement and each other agreement entered into in connection herewith to which Hensley is a party. This Agreement and each such other agreement to which Hensley is a party constitutes the legal, valid and binding obligation of Hensley, enforceable against Hensley in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

(b) No Violations. Neither the execution, delivery or performance of this Agreement or any other agreement(s) to be executed and delivered by Hensley in connection herewith, nor the consummation of the Transactions (including the Merger) contemplated hereby or consummation of any transactions contemplated by any other such agreement, nor compliance by Hensley with any of the provisions hereof or thereof, will violate any Laws or Court Order applicable to Hensley or by which Hensley is bound.



(c) Ownership of PSIGEN Shares. Hensley is the record and beneficial owner of, and owns and holds good and marketable title to, 510,000 shares of PSIGEN Common Stock (the "Hensley PSIGEN Shares"). The Hensley PSIGEN Shares represent all of the issued and outstanding shares of PSIGEN Common Stock. Hensley own all of the Hensley PSIGEN Shares free and clear of any and all Encumbrances of every kind, character and description whatsoever, other than any community property interest or claim his spouse may have in the Hensley PSIGEN Shares. Hensley has not granted any options, warrants, convertible securities or other rights to acquire any of the Hensley PSIGEN Shares to any Person.

## ARTICLE V

### CONDITIONS TO CABINET'S OBLIGATIONS

The obligations of Cabinet to consummate the Transactions, including the Merger, are subject, in the reasonable discretion of Cabinet, to the satisfaction, prior to or at the Closing of each of the following conditions, any of which may be waived by Cabinet:

5.1 Representations and Warranties. All representations and warranties of Hensley contained in this Agreement shall be true and correct in all material respects as of the Closing Date and at the time of the Closing.

5.2 Performance of Obligations of PSIGEN. PSIGEN and Hensley shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by PSIGEN and/or Hensley by the time of the Closing.

5.3 Consents; Regulatory Compliance and Approvals. All consents, approvals and other Permits and all waivers from Governmental Entities and other Persons necessary to the consummation of the Transactions, including the Merger, and for the operation of Cabinet's business by PSIGEN after the Closing, shall have been obtained. Cabinet shall be reasonably satisfied that all approvals required under any Laws to carry out the Transactions, including the Merger, shall have been obtained and that PSIGEN shall have complied with all Laws applicable to the Transactions, including the Merger.

5.4 No Actions or Court Orders. No Action by any Governmental Entity or other Person shall have been instituted or threatened which questions the validity or legality of the Transactions, including the Merger.

5.5 Certificates. Hensley and PSIGEN each shall have furnished Cabinet with such certificates of PSIGEN's officers and others to evidence compliance with the conditions set forth in this Article V as may be reasonably requested by Cabinet.

5.7 Good Standing Certificate. Cabinet shall have received from PSIGEN a Certificate of Good Standing issued by the Office of the Delaware Secretary of State, dated as of January 3, 2017, certifying that PSIGEN is in good standing in the State of Delaware.

5.6 Certified Corporate Resolutions. Cabinet shall have received from PSIGEN resolutions adopted by the board of directors of PSIGEN and resolutions adopted by Hensley, as the sole stockholder of PSIGEN, approving this Agreement and the Transactions, including the Merger, certified by the corporate secretary of PSIGEN.

5.7 Filing of Certificate of Merger; Articles of Merger. The Certificate of Merger shall have been filed with the DSOS or other office of each jurisdiction in which such filing is required in order for

the Merger to become effective, and the Articles of Merger shall have been filed with the ASOS or other office of each jurisdiction in which such filing is required in order for the Merger to become effective, or Cabinet shall have satisfied itself that all such filings will be or are capable of being made effective as of the Closing Date.

5.8 Loan Documents. The Loan Agreements with Lender shall have been (i) amended and/or assumed by PSIGEN, or (ii) terminated and replaced with a new line of credit from Lender to PSIGEN, in either case in a manner satisfactory to Niedzwiecki.

5.11 Stockholders Agreement. PSIGEN and Hensley shall have executed and delivered the Stockholders Agreement and the Stockholders Agreement shall be in full force and effect as of the Closing.

## ARTICLE VI

### CONDITIONS TO PSIGEN'S OBLIGATIONS

The obligations of PSIGEN to consummate the transactions contemplated hereby are subject, in the reasonable discretion of PSIGEN, to the satisfaction, prior to or at the Closing of each of the following conditions, any of which may be waived by PSIGEN:

6.1 Representations and Warranties. All representations and warranties of Cabinet and Niedzwiecki contained in this Agreement shall be true and correct in all material respects as of the Closing Date and at the time of the Closing.

6.2 Performance of Obligations of Cabinet and Niedzwiecki. Cabinet and Niedzwiecki each shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Cabinet and/or Niedzwiecki by the time of the Closing.

6.3 Consents to Assignments of Contracts. Each Person whose consent or waiver is required pursuant to any of Cabinet's Contracts or Leases for the assignment of Cabinet's rights thereunder that will occur by virtue of the Merger, shall have executed and delivered to PSIGEN a consent or waiver, as applicable, in form and substance satisfactory to PSIGEN, including, without limitation, applicable consents or waivers from: (i) Lender under the Loan Agreements, (ii) the landlord under the Lease Agreement and (iii) any other Person listed on Schedule 3.6 of the Cabinet Disclosure Schedules.

6.4 Other Consents; Regulatory Compliance and Approvals. All other consents, approvals and other Permits and all waivers from Governmental Entities and other Persons necessary to the consummation of the Transactions, including the Merger, and for the operation of Cabinet's business by PSIGEN after the Closing (i.e., in addition to those required under Section 6.3 above with respect to Cabinet's Contracts and Leases) shall have been obtained. In addition, PSIGEN shall be reasonably satisfied that all approvals required under any Laws to carry out the Transactions, including the Merger, shall have been obtained, and that Cabinet and Niedzwiecki each shall have complied with all Laws applicable to the Transactions, including the Merger.

6.5 No Actions or Court Orders. No Action by any Governmental Entity or other Person shall have been instituted or threatened which questions the validity or legality of the Transactions, including the Merger.

6.6 Certificates. Cabinet and Niedzwiecki each shall have furnished PSIGEN with such certificates of Cabinet's officers and others to evidence compliance with the conditions set forth in this Article VI as may be reasonably requested by PSIGEN.

6.7 Certificate of Compliance. PSIGEN shall have received from Cabinet a Certificate of Compliance in a manner satisfactory to Niedzwiecki issued by the Office of the Alabama Department of Revenue, as of December 28, 2016, certifying that Cabinet is in compliance for purposes of issuing such Certificate of Compliance.

6.8 Certified Corporate Resolutions. PSIGEN shall have received from Cabinet resolutions adopted by the board of directors of Cabinet and resolutions adopted by Niedzwiecki, as the sole stockholder of Cabinet, approving this Agreement and the Transactions, including the Merger, certified by the corporate secretary of Cabinet.

6.9 No Dissenting Shares. There shall be no holder of any shares of Cabinet Common Stock who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights for such shares of Cabinet Common Stock in accordance with Section 262 of the DGCL or in accordance with the ABNEC.

6.10 Filing of Certificate of Merger; Articles of Merger. The Certificate of Merger shall have been filed with the DSOS or other office of each jurisdiction in which such filing is required in order for the Merger to become effective, and the Articles of Merger shall have been filed with the ASOS or other office of each jurisdiction in which such filing is required in order for the Merger to become effective, or PSIGEN shall have satisfied itself that all such filings will be or are capable of being made effective as of the Closing Date.

6.11 Termination of Stock Options and Stock Option Plans. All outstanding stock options to purchase any shares of Cabinet Common Stock, whether issued by Cabinet under a Stock Option Plan or otherwise, and all Stock Option Plans previously adopted by Cabinet, shall have been terminated and shall be of no further force or effect. Cabinet shall have delivered to PSIGEN evidence of all such terminations and the same shall be satisfactory to PSIGEN.

6.12 Termination of Severance Agreements. All Severance Agreements, including, without limitation, Cabinet's Severance Agreements with Niedzwiecki and Jon Clark, respectively, shall have been terminated and shall be of no further force or effect. Cabinet shall have delivered to PSIGEN evidence of all such terminations and the same shall be satisfactory to PSIGEN.

6.13 Releases. PSIGEN shall have received executed written releases, in a form and substance acceptable to PSIGEN, from each of Niedzwiecki, Jon Clark and Sumanth Bail, releasing Cabinet and PSIGEN, as the Surviving Corporation, from any and all claims that the applicable Person may have against Cabinet, other than as may be expressly set forth in such release for (i) the respective obligations owed to such Persons by Cabinet for accrued and unpaid vacation time / PTO as of the Closing Date, and (ii) with respect to Niedzwiecki's release, for obligations under this Agreement or any other written agreements entered into in connection herewith.

6.14 Stockholders Agreement. Niedzwiecki shall have executed and delivered the Stockholders Agreement and the Stockholders Agreement shall be in full force and effect as of the Closing.

6.15 Loan Documents. The Loan Agreements with Lender shall have been (i) amended and/or assumed by PSIGEN, or (ii) terminated and replaced with a new line of credit from Lender to PSIGEN, in either case in a manner satisfactory to Hensley.

6.16 Rehired Cabinet Employees. Each of Cabinet's employees shall have accepted PSIGEN's offer of employment and shall have executed and delivered to PSIGEN (i) an Employee Confidentiality,

Non-Disclosure and Non-Recruiting Agreement (the "Employee NDA"), in the form required by PSIGEN, and (ii) any and all other agreements and/or documents that PSIGEN, in its sole discretion, requires as a condition to PSIGEN's employment of such Cabinet employees, and such Employee NDA and any other such required agreements and/or documents shall be in full force and effect as of the Closing; provided, however, Cabinet employees who have not returned to work prior to the Merger are anticipated to execute such documentation upon their return to work.

## ARTICLE VII

### POST-CLOSING COVENANTS

7.1 Further Assurances and Post-Closing Cooperation. At any time or from time to time after the Closing, PSIGEN, Hensley and Niedzwiecki each shall, at the request of another Party and without additional consideration: (i) execute and deliver any further instruments or documents of any kind, or take such other actions which, in either case, may be reasonably necessary or advisable to carry out any of the Transactions (including, without limitation, using commercially reasonable efforts to get any Cabinet employees who do not sign the Employee NDA prior to the Merger to do so as soon as practicable after the Merger), and (ii) cooperate with each other in connection with the foregoing.

7.2 Covenants Not to Compete; Non-Solicitation.

(a) Acknowledgements; Material Inducement. Hensley and Niedzwiecki each acknowledges: (i) that PSIGEN would not have entered into this Agreement or consummated the Merger (or any of the other Transactions) without both Hensley and Niedzwiecki agreeing to the covenants set forth in this Section 7.2; and (ii) that Hensley and Niedzwiecki each has agreed to the covenants set forth in this Section 7.2 as a material inducement to PSIGEN and each other to enter into this Agreement and consummate the Merger and the other Transactions. Hensley and Niedzwiecki each further acknowledges and agrees that the provisions of this Section 7.2 are reasonable and necessary to protect and preserve PSIGEN's legitimate business interests, as the Surviving Corporation, and the value of PSIGEN's assets and business, and the goodwill associated with such business following the Merger. For purposes of this Agreement, the "Covered Business" shall mean the design, production, manufacture, licensing, sale, distribution and/or marketing of document capture, imaging and retrieval software, enterprise document management and work flow software, which will be the business conducted by PSIGEN, as the Surviving Corporation, following the Merger.

(b) Non-Compete Covenants. Hensley agrees that during the Hensley Restricted Period (as defined below), and Niedzwiecki agrees that during the Niedzwiecki Restricted Period (as defined below): he shall not directly or indirectly invest in, finance, own, manage, join, operate, control, advise, render services to, or participate in the ownership, management, operation or control of, or be connected as a director, officer, manager, employee, consultant, stockholder, partner, member, owner or otherwise with, or permit his name to be used by or in connection with, any business or Person engaged in or planning to become engaged in the Covered Business, or any part thereof, anywhere in the United States of America or in any other country or territory in the world where the Covered Business, or any part thereof, is conducted currently or hereafter. For purposes of this Agreement: (i) the "Hensley Restricted Period" shall mean the period commencing on the Closing Date and ending on the later to occur of the third (3<sup>rd</sup>) anniversary of the Closing Date or the second anniversary of the date Hensley's employment with PSIGEN terminates for any reason; and (ii) the "Niedzwiecki Restricted Period" shall mean the period commencing on the Closing Date and ending on the later to occur of the third (3<sup>rd</sup>) anniversary of the Closing Date or the second anniversary of the date Niedzwiecki's employment with PSIGEN terminates for any reason; provided, however, that both the Hensley Restricted Period and the Niedzwiecki Restricted Period will automatically terminate, and the respective covenants of Hensley and Niedzwiecki in this Section 7.2 also

will thereby terminate and be of no further force or effect, on the first date after the Closing Date that neither Hensley nor Niedzwiecki is employed by PSIGEN. Notwithstanding the foregoing, this Section 7.2(b) shall not be construed to preclude Hensley or Niedzwiecki from accepting employment with a non-competitive subsidiary, division or unit of any business or Person that has multiple subsidiaries, divisions or units and is engaged in a Covered Business through its other subsidiaries, divisions or units (i.e., and not through the non-competitive subsidiary, division or unit that employs Hensley or Niedzwiecki, as the case may be), provided that: (A) the applicable non-competitive, employing subsidiary, division or unit is in no manner engaged in the Covered Business, or any part thereof, in any material respects; (ii) Hensley or Niedzwiecki, as the case may be, does not manage, supervise and/or have any responsibility for any subsidiary, division or unit of such business or Person that is engaged in the Covered Business, or any part thereof; and (iii) Hensley or Niedzwiecki, as the case may be, does not provide any advice, assistance or services relating to the Covered Business, or any part thereof, to such business or Person or any of its management or other Representatives. Hensley and Niedzwiecki each acknowledges and agrees that the preceding sentence shall not limit or affect in any manner whatsoever their respective obligations and covenants under Section 7.2(c) below.

(c) Non-Solicitation; Non-Disparagement. Hensley agrees that during the Hensley Restricted Period, and Niedzwiecki agrees that during the Niedzwiecki Restricted Period: (i) he shall not directly or indirectly solicit the employment of, offer employment to, or hire any Person who is a current or former employee of Cabinet, of PSIGEN or any successor or Affiliate of PSIGEN, unless in any such case PSIGEN gives its prior written consent to such solicitation of employment, offer of employment or hire; and (ii) in addition, and without in any way limiting the foregoing provisions of clause (i) regarding employees, he shall not directly or indirectly: (A) engage or participate in any effort or act to solicit any of PSIGEN's customers, resellers, distributors, representatives, suppliers, employees, consultants, strategic partners or other business relations to cease doing business, to cease their association or to cease their employment, as applicable, with PSIGEN; (B) interfere in any manner in the contractual or employment relationship between PSIGEN and any such customer, reseller, distributor, representative, supplier, employee, consultant, strategic partner or other business relation of PSIGEN; or (C) in any manner disparage PSIGEN, its directors, officers, employees, stockholders, Affiliates, agents, advisors or other Representatives to any of PSIGEN's former, current, future or potential customers, resellers, distributors, representatives, suppliers, employees, consultants, strategic partners or other business relations.

(d) Severability of Provisions. If any covenant set forth in Section 7.2(b) or Section 7.2(c) above is determined by any court to be unenforceable by reason of its extending for too great a period of time or over too great a geographic area, or by reason of its being extensive in any other respect, then (i) such covenant shall be interpreted to extend only for the longest period of time and over the greatest geographic area, and to otherwise have the broadest application as shall be enforceable, and (ii) such court will have the power to reduce the scope, duration and/or geographic area of the unenforceable term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the Parties with respect to such invalid or unenforceable term or provision. The invalidity or unenforceability of any particular provision of this Section 7.2 shall not affect the other provisions hereof, which shall continue in full force and effect. Without limiting the generality of foregoing, the covenants contained in this Section 7.2 shall be construed as separate covenants, covering their respective subject matters, with respect to each of the separate cities, counties, states and other political subdivisions of or within the United States of America, and of or within each other territory and country covered by the covenants in this Section 7.2.

(e) Injunctive Relief. Hensley and Niedzwiecki each acknowledges that any violation of any of the provisions of this Section 7.2 will result in irreparable injury to PSIGEN, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not be

reasonable or adequate compensation to PSIGEN for such a violation. Accordingly, Hensley and Niedzwiecki each agrees that if he violates or threatens to violate any provision of this Section 7.2, then in addition to any other remedy which may be available at law, in equity, under this Agreement or otherwise, PSIGEN shall be entitled to specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual damages.

(f) Employee NDAs. The respective covenants and obligations of Hensley and Niedzwiecki under the provisions of this Section 7.2 are separate from and in addition to any covenants and obligations that Hensley or Niedzwiecki may have under any Employee NDA signed for the benefit of PSIGEN; and, accordingly, the respective covenants and obligations under this Section 7.2 shall not modify or otherwise affect (or be modified or otherwise affected by) any similar or other covenants and obligations that Hensley or Niedzwiecki have under any such Employee NDA.

(g) Enforcement, Amendment and Waivers of Restrictions. The Parties recognize that Hensley will be in control of PSIGEN based on his shareholdings following the Merger, and accordingly, Hensley agrees to cause PSIGEN to act in a fair and good faith manner with respect to any potential claims against Hensley or against Niedzwiecki for any violation of this Section 7.2. Without limiting the foregoing, so long as Hensley or any Affiliate (or family member) of Hensley owns a majority of the outstanding shares of PSIGEN Common Stock, upon any violation of this Section 7.2 by Hensley, Niedzwiecki shall have the right to act on behalf of PSIGEN to enforce this Section 7.2 against Hensley with respect to such violation, provided, that Niedzwiecki shall cause PSIGEN to act in a fair and good faith manner with respect to enforcing any such potential claims against Hensley for such violation of this Section 7.2. PSIGEN shall not be permitted to waive, amend or compromise any of PSIGEN's rights under this Section 7.2: (i) without the prior written consent of Niedzwiecki with respect to any violation of this Section 7.2 by Hensley, or (ii) without the prior written consent of Hensley with respect to any violation of this Section 7.2 by Niedzwiecki. In addition, to the extent that PSIGEN enforces this Section 7.2 against Niedzwiecki, PSIGEN shall (and so long as Hensley or his Affiliates (or family members) own a majority of the outstanding shares of PSIGEN Common Stock, Hensley shall cause PSIGEN to) act in a fair and good faith manner with respect to enforcing any such potential claims against Niedzwiecki for such violation of this Section 7.2.

(h) Notwithstanding the foregoing, in the event of a Change in Control of PSIGEN, this Section 7.2, including the noncompetition and non-solicitation provisions contained therein, shall terminate. The term "Change of Control" means any transaction or series of related transactions (as a result of a tender offer, merger, consolidation or otherwise) that results in, or that is in connection with, (i) any third-party purchaser or group of third-party purchasers acquiring beneficial ownership, directly or indirectly, of a majority of the then issued and outstanding shares of capital stock of PSIGEN or (ii) the sale, lease, exchange, conveyance, transfer or other disposition (for cash, shares of stock, securities or other consideration) of all or substantially all of the property and assets of PSIGEN to any third-party purchaser or "group" of third-party purchasers (including any liquidation, dissolution or winding up of the affairs of the PSIGEN or any other distribution made, in connection therewith).

## ARTICLE VIII

### INDEMNIFICATION

#### 8.1 Survival of Representations, Warranties and Covenants; Reliance.

(a) Survival Periods. All covenants to be performed hereunder by any Party after the Closing Date shall survive the Closing and the consummation of the Transactions. All of the representations

and warranties made by Cabinet, Niedzwiecki, PSIGEN and Hensley in this Agreement (including the Cabinet Disclosure Schedules and any PSIGEN Disclosure Schedules), and/or in any Closing Documents shall survive the Closing and the consummation of the Transactions for a period of one (1) year from the Closing Date until the date one year after the Closing Date. The termination of the representations and warranties provided herein shall not affect the rights of any Person entitled to indemnification hereunder in respect of any Claim made by such Person in a writing received by the indemnifying party as required herein prior to the expiration of the applicable survival period. Notwithstanding the foregoing, none of the survival periods described above in this Section 8.1(a) shall apply to or limit any Claim (as defined in Section 8(h) below) made as to any matter involving or arising from intentional fraud.

## 8.2 Indemnifications.

(a) By Niedzwiecki. Subject to the limitations set forth in this Article VIII, Niedzwiecki shall indemnify, defend and hold harmless PSIGEN and the other PSIGEN Indemnified Parties from and against any and all costs, losses (including, without limitation, diminution in value), Taxes, Liabilities, obligations, damages, lawsuits, deficiencies, claims, demands, and expenses (whether or not arising out of third-party claims), including, without limitation, any and all interest, penalties, costs of mitigation, lost profits, losses resulting from any shutdown or curtailment of operations, reasonable attorneys' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing (collectively, "Damages"), incurred in connection with, arising out of, resulting from or incident to: (i) any breach of any representation or warranty or the inaccuracy of any such representation or warranty made by Niedzwiecki or Cabinet set forth in Article III of this Agreement or any of the Closing Documents; (ii) any breach of any covenant or agreement made by Cabinet in this Agreement or in any of the Closing Documents; and (iii) any breach of any covenant or agreement made by Niedzwiecki in this Agreement or in any of the Closing Documents.

The term "Damages" as used in this Section 8.2 and elsewhere in this Agreement is not limited to matters asserted by third parties against PSIGEN, Hensley or Niedzwiecki, but includes Damages incurred or sustained by PSIGEN, Hensley or Niedzwiecki in the absence of third-party claims. Payments by Hensley or any other PSIGEN Indemnified Parties of amounts for which Hensley and/or such other PSIGEN Indemnified Parties is indemnified hereunder, and payments by Niedzwiecki or any other Cabinet Indemnified Parties of amounts for which Niedzwiecki and/or any such other Cabinet Indemnified Parties is indemnified hereunder, shall not be a condition precedent to recovery.

(b) By Hensley. Subject to the limitations set forth in this Article VIII, Hensley shall indemnify, defend and hold harmless PSIGEN and the Cabinet Indemnified Parties from and against any and all Damages incurred in connection with, arising out of, resulting from or incident to (i) any breach of any representation or warranty or the inaccuracy of any such representation or warranty made by PSIGEN or Hensley set forth in Article IV of this Agreement or any of the Closing Documents; and (ii) any breach of any covenant or agreement made by PSIGEN in this Agreement or any of the Closing Documents; and (iii) any breach of any covenant or agreement made by Hensley in this Agreement or any of the Closing Documents.

### (c) Certain Indemnification Guidelines and Clarifications.

(i) Satisfying Obligations Primarily Through PSIGEN. It is the intention of the Parties that, subject to the limitations set forth in this Article VIII (including the limitations on survivability of representations and warranties, the cap and the deductible, if and as applicable), any Claim for indemnification under this Article VIII shall be resolved and satisfied, primarily and to the extent possible, by Hensley or Niedzwiecki, as applicable, contributing (whether by contribution of cash or PSIGEN Common Stock, as determined by such contributing Party, or, to



the extent the indemnifying and indemnified Party agree, such other property) to PSIGEN the amount of Damages suffered by PSIGEN with respect to the applicable Claim (instead of paying each other the amount of Damages that they suffer individually, as stockholders of PSIGEN based on their respective ownership interests), as follows: Hensley shall be required to contribute (whether by contribution of cash or PSIGEN Common Stock, as determined by such contributing Party, or, to the extent the indemnifying and indemnified Party agree, such other property) to PSIGEN an amount equal to the Damages accruing to or suffered by PSIGEN due to an inaccuracy of any representation or warranty made by Hensley (or for any other Hensley indemnification obligation under Section 8.2(b) above); and Niedzwiecki shall be required to contribute (whether by contribution of cash or PSIGEN Common Stock, as determined by such contributing Party, or, to the extent the indemnifying and indemnified Party agree, such other property) to PSIGEN an amount equal to the Damages accruing to or suffered by PSIGEN due to an inaccuracy of any representation or warranty made by Niedzwiecki (or for any other Niedzwiecki indemnification obligation under Section 8.2(a) above).

(ii) Illustrative Example. For illustrative purposes, assume there is a breach of a representation and warranty or a covenant that requires Hensley or Niedzwiecki to indemnify PSIGEN under this Article VIII for Damages totaling \$100,000 in excess of any deductible basket under Section 8.2(d) hereof. If PSIGEN suffers \$100,000 in Damages, then Hensley and Niedzwiecki would also suffer Damages based on their respective ownership interests in PSIGEN (i.e., based on the ownership interests immediately following the Merger, Hensley would suffer 70% or \$70,000 of such Damages and Niedzwiecki would suffer 30% or \$30,000 of such Damages). Despite such Damages that Hensley and Niedzwiecki would suffer derivatively, as stockholders of PSIGEN based on their respective ownership interests, whenever PSIGEN has an indemnification Claim for Damages under this Article VIII and the Damages suffered by Hensley or Niedzwiecki, as applicable, are only derivative Damages based on their respective ownership interests in PSIGEN (and not direct out-of-pocket Damages), the Claim shall be satisfied in full by the applicable indemnifying party (Hensley or Niedzwiecki) contributing to PSIGEN the entire amount of Damages accruing to or suffered by PSIGEN with respect to such indemnification Claim instead of paying each other directly for any such derivative Damages.

(iii) Indemnified Parties Covered by Other PSIGEN Indemnification. If any PSIGEN Indemnified Party (including Hensley, but excluding PSIGEN) or any Cabinet Indemnified Party (including Niedzwiecki, but excluding PSIGEN) is entitled to indemnification under this Article VIII with respect to a Claim (whether as a party hereto, in the case of Hensley and Niedzwiecki, or as a third-party beneficiary under this Article VIII), and such Indemnified Party is also otherwise entitled to be indemnified by PSIGEN with respect to the such indemnifiable Claim (whether under indemnification provisions in PSIGEN's Organizational Documents or otherwise), then: (A) PSIGEN shall so indemnify such Person to the maximum extent permitted or required under the applicable indemnification provisions; (B) the amount paid by PSIGEN to such Indemnified Party on account of such indemnification obligation shall be added to, and included in, the Damages suffered by PSIGEN with respect to the applicable indemnification Claim under this Article VIII; and (C) Hensley or Niedzwiecki, as applicable, shall satisfy his indemnification obligations under this Article VIII with respect to such indemnification Claim by contributing (whether by contribution of cash or PSIGEN Common Stock, as determined by such contributing Party, or, to the extent the indemnifying and indemnified Party agree, such other property) to PSIGEN the entire amount of Damages accruing to or suffered by PSIGEN with respect to such indemnification Claim (including, without limitation, the amount described in clause (B) above) and shall not be required to pay directly to such other Indemnified Party the amount of any Damages already paid or covered by PSIGEN under its separate indemnification obligations to such Indemnified Party.



For avoidance of doubt, the Parties each acknowledge and agree that neither this Section 8.2(c) nor any other provision of this Article VIII requires that PSIGEN suffer Damages as a condition to any other PSIGEN Indemnified Parties having a valid indemnification Claim for Damages under Section 8.2(a) or any Cabinet Indemnified Parties having a valid indemnification Claim for Damages under Section 8.2(b). By way of example, and not limitation, the Parties understand that in the event of any breach or inaccuracy of the representations and warranties in Section 3.2(a), Section 3.30(c), Section 4.2(a) or Section 4.30(c) as to Niedzwiecki and Hensley being the sole stockholders of Cabinet and PSIGEN, respectively, immediately prior to the Merger, Niedzwiecki or Hensley, as applicable, could suffer Damages that are indemnifiable under this Article VIII, including Damages resulting from having his ownership interest in PSIGEN reduced as a result of such breach, even though PSIGEN may not suffer any Damages as a result of such breach.

(d) Deductible Baskets. Notwithstanding anything to the contrary set forth in this Article VIII:

(i) neither PSIGEN nor any other PSIGEN Indemnified Parties shall make any Claim against Niedzwiecki for indemnification pursuant to Section 8.2(a) above, and Niedzwiecki shall not be required to indemnify PSIGEN or any other PSIGEN Indemnified Party hereunder with respect to any Damages in connection with any Claim for indemnification under Section 8.2(a) above, unless and until the aggregate amount of all Damages suffered by PSIGEN and the PSIGEN Indemnified Parties (combined) as to which they would otherwise be entitled to indemnification pursuant to Section 8.2(a) exceeds \$100,000, in which event the PSIGEN and such other PSIGEN Indemnified Parties shall be indemnified and held harmless only for any Damages in excess of \$100,000; and

(ii) neither PSIGEN nor any Cabinet Indemnified Parties shall make any Claim against Hensley for indemnification pursuant to Section 8.2(b) above, and Hensley shall not be required to indemnify PSIGEN or any Cabinet Indemnified Party hereunder with respect to any Damages in connection with any claim for indemnification under Section 8.2(b), unless and until the aggregate amount of all Damages suffered by PSIGEN and the Cabinet Indemnified Parties (combined) as to which they would otherwise be entitled to indemnification pursuant to Section 8.2(b) exceeds \$100,000, in which event PSIGEN and such other Cabinet Indemnified Parties shall be indemnified and held harmless only for any Damages in excess of \$100,000.

PSIGEN, Hensley and Niedzwiecki understand and agree that: (A) the \$100,000 figure for the baskets described in clauses (i) and (ii) above is to serve as a "deductible" and not as a "trigger" for such indemnification obligations; and (B) the \$100,000 "deductible" baskets and limitations on Claims for indemnification described in clauses (i) and (ii) above shall not apply to or limit any Claim made as to any matter involving or arising from intentional fraud.

(e) Limitation on Certain Obligations.

(i) Notwithstanding anything to the contrary set forth in this Article VIII: (A) the maximum aggregate liability of Niedzwiecki for indemnification obligations under this Article VIII will be one million five hundred thousand dollars (\$1,500,000); and (B) the maximum aggregate liability of Hensley for indemnification obligations under this Article VIII will be three million dollars (\$3,000,000); PSIGEN, Hensley and Niedzwiecki understand and agree that the liability "caps" described in clauses (A) and (B) above shall not apply to or limit any claim for Damages against a party involving or arising from intentional fraud of such party.

(ii) Payments by an Indemnifying Party pursuant to Article VIII in respect of any Damages shall be limited to the amount of any Damages not covered by any insurance or third party indemnification proceeds actually received by or for the benefit of any Indemnified Party in respect of any such matter, net of such Indemnified Party's costs and expenses of such recovery. The Parties shall use its commercially reasonable efforts to seek recovery under insurance policies or applicable third party indemnities.

(iii) Each indemnified Party shall take, and cause its affiliates to take commercially reasonable steps to mitigate any Damages subject to indemnification hereunder.

(iv) In the event any Indemnifying Party pays or satisfies any Damages of an Indemnified Party pursuant to this Article VIII, such Indemnifying Party shall be fully subrogated to all rights of such Indemnified Party against any third party in respect of any matter or claim giving rise to the Damages which were indemnified. If an Indemnified Party subsequently receives any third party recovery for any matter or claim in respect of which it has been indemnified hereunder, it will promptly pay over the amount so received to the applicable Indemnifying Party, up to the amount of any indemnification payments theretofore made in respect of such matter or claim.

(v) No Indemnified Party will be entitled to recover for any Damages in excess of the actual Damages suffered by such Indemnified Party, and the Parties, on behalf of themselves and the other indemnitees, hereby waive any right to recover consequential, special, punitive, or exemplary damages arising in connection with or with respect to the indemnification provisions hereof.

(vi) Notwithstanding anything provided in this Agreement to the contrary, PSIGEN and Hensley acknowledge and agree, as of the date of this Agreement and as of closing, that neither PSIGEN nor Hensley is aware of any of the following ("Cabinet Known Breaches"): (1) any facts or circumstances that would serve as the basis for any claim by PSIGEN or Hensley against Cabinet and/or Niedzwiecki based upon any indemnification obligation herein or any breach of any of the representations and warranties of Cabinet and/or Niedzwiecki contained in this Agreement or in any the Closing Documents; or (2) any breach by Cabinet and/or Niedzwiecki of any of their respective representations and warranties contained in this Agreement or in any of the Closing Document. PSIGEN and Hensley shall be deemed to have irrevocably and unconditionally waived in full, with respect to any Cabinet Known Breaches, any claim for indemnification or breach by Cabinet and/or Niedzwiecki of any of the representations and warranties of Cabinet and/or Niedzwiecki set forth herein or in any of the Closing Documents.

(vii) Notwithstanding anything provided in this Agreement to the contrary, Cabinet and Niedzwiecki acknowledge and agree, as of the date of this Agreement and as of closing, that neither Cabinet nor Niedzwiecki is aware of any of the following ("PSIGEN Known Breaches"): (1) any facts or circumstances that would serve as the basis for any claim by Cabinet or Niedzwiecki against PSIGEN and/or Hensley based upon any indemnification obligation herein or any breach of any of the representations and warranties of PSIGEN and/or Hensley contained in this Agreement or in any of the Closing Documents; or (2) any breach by PSIGEN and/or Hensley of any of their respective representations and warranties contained in this Agreement or in any of the Closing Documents. Cabinet and Niedzwiecki shall be deemed to have irrevocably and unconditionally waived in full, with respect to any PSIGEN Known Breaches, any claim for indemnification or breach by PSIGEN and/or Hensley of any of the representations and warranties of Cabinet and/or Niedzwiecki set forth herein.

(viii) Notwithstanding anything to the contrary, except Claims made as to any matter involving or arising from intentional fraud, the indemnifications under this Article VIII are the Parties' sole and exclusive remedies, of any kind or nature, each against the other, with respect to matters

arising under or in connection with this Agreement or the transactions contemplated hereby, whether or not the Closing occurs. The Parties hereby waive and release any other rights, remedies, causes of action or claims, of any kind or nature, arising under or in connection with this Agreement, including, but not limited to, any right to rescission. This Section 8.2(e)(viii) shall not be deemed a waiver of any Party's rights to seek specific performance or injunctive relief in the case of another Party's failure to comply with the covenants made in Article VII above.

(f) Satisfying Indemnity Obligations.

(i) By Niedzwiecki. Subject to Section 8.2(c) above, whenever Niedzwiecki owes any amount of Damages to PSIGEN or, if applicable, any other PSIGEN Indemnified Parties in order to satisfy any indemnification obligations under Section 8.2(a) above, with respect to a Claim for indemnification made by PSIGEN or such other PSIGEN Indemnified Parties, Niedzwiecki shall satisfy such obligations by paying PSIGEN or each applicable PSIGEN Indemnified Party, in cash (or, to the extent the indemnifying and indemnified Party agree, such other property), an amount equal to the Damages to which PSIGEN or such applicable PSIGEN Indemnified Party is entitled with respect to such Claim; provided, however, that with respect to such Claim, Niedzwiecki may elect, in his discretion, to satisfy the entire indemnification obligation to PSIGEN or the applicable PSIGEN Indemnified Party (A) by paying to PSIGEN or such applicable PSIGEN Indemnified Party, in cash, (or such agreed upon property), the amount of Damages (or the remaining portion of Damages, if applicable) owed to PSIGEN or such PSIGEN Indemnified Party with respect to such Claim, (B) by contributing and transferring to PSIGEN or such applicable PSIGEN Indemnified Party the applicable number of shares of Niedzwiecki's PSIGEN Common Stock that have an aggregate deemed value equal to the amount of Damages (or the remaining portion of Damages, if applicable) owed to PSIGEN or such applicable PSIGEN Indemnified Party, or (C) through a combination of paying cash (or such agreed-upon other property) to PSIGEN or such applicable PSIGEN Indemnified Party pursuant to clause (A) and contributing and transferring to PSIGEN or such applicable PSIGEN Indemnified Party shares of PSIGEN Common Stock pursuant to clause (B); provided further, however, that Niedzwiecki shall only contribute and transfer shares of PSIGEN Common Stock pursuant to clause (B) or clause (C) above to PSIGEN or to Hensley, as a PSIGEN Indemnified Party, and not to any other PSIGEN Indemnified Party. Any settlement or compromise of a Claim for indemnification made by PSIGEN under Section 8.2(a) above shall be subject to the written approval of both Niedzwiecki and Hensley. Each share of PSIGEN Common Stock contributed and transferred back to PSIGEN by Niedzwiecki under this clause (i) or by Hensley under clause (ii) below shall have a deemed value of \$24.705986, which amount shall be appropriately adjusted for any stock splits or combinations of PSIGEN Common Stock effected after the date hereof.

(ii) By Hensley. Subject to Section 8.2(c), whenever Hensley owes any amount of Damages to PSIGEN or any Cabinet Indemnified Parties in order to satisfy any indemnification obligations under Section 8.2(b) above, with respect to a Claim for indemnification made by PSIGEN or such Cabinet Indemnified Parties, Hensley shall satisfy such obligations by paying PSIGEN or each applicable Cabinet Indemnified Party, in cash (or, to the extent the indemnifying and indemnified Party agree, such other property), an amount equal to the Damages to which PSIGEN or such applicable Cabinet Indemnified Party is entitled with respect to such Claim; provided, however, that with respect to such Claim, Hensley may elect, in his discretion, to satisfy the entire indemnification obligation to PSIGEN or the applicable Cabinet Indemnified Party (A) by paying to PSIGEN or such applicable Cabinet Indemnified Party, in cash (or such agreed-upon other property), the amount of Damages (or the remaining portion of Damages, if applicable) owed to any Cabinet Indemnified Party with respect to such Claim, (B) by contributing and transferring to PSIGEN or such applicable Cabinet Indemnified Party the applicable number of shares of Hensley's PSIGEN Common Stock that have an aggregate deemed value equal to the amount of Damages (or the remaining portion of Damages, if applicable) owed to a Cabinet Indemnified Party or (C) through a combination of paying cash (or such agreed-upon other property) to PSIGEN or such

applicable Cabinet Indemnified Party pursuant to clause (A) and contributing and transferring to PSIGEN or such applicable Cabinet Indemnified Party shares of PSIGEN Common Stock pursuant to clause (B); provided further, however, that Hensley shall only contribute and transfer shares of PSIGEN Common Stock pursuant to clause (B) or clause (C) above to PSIGEN or to Niedzwiecki, as a Cabinet Indemnified Party, and not to any other Cabinet Indemnified Party. Any settlement or compromise of a Claim for indemnification made by PSIGEN under Section 8.2(b) above shall be subject to the written approval of both Niedzwiecki and Hensley.

(g) Cooperation. The indemnified party shall cooperate in all reasonable respects with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost, participate in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. The parties shall cooperate with each other in any notifications to insurers.

(h) Procedures Regarding Claims. If a claim for Damages (a "Claim") is to be made by a party entitled to indemnification hereunder (the "Indemnified Party") against the indemnifying party (the "Indemnifying Party"), the party claiming such indemnification shall give written notice (a "Claim Notice"), as provided in Section 9.4 below, to the Indemnifying Party as soon as practicable after the Indemnified Party becomes aware of any fact, condition or event which may give rise to Damages for which indemnification may be sought under this Section 8.2; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability under this Section 8.2 unless, and then only to the extent that, such delay results in prejudice to or forfeiture of, substantive rights or defenses of the Indemnifying Party. The Parties recognize that Hensley will be in control of PSIGEN based on his shareholdings following the Merger, and accordingly, Hensley will cause PSIGEN to act in a fair and good faith manner with respect to any potential claims against Hensley for indemnification hereunder and, without limiting the foregoing, if the Indemnified Party is a Cabinet Indemnified Party with respect to any indemnification obligation under Section 8.2(b), Hensley shall promptly provide written notice thereof to Niedzwiecki promptly upon discovery thereof by Hensley, and Niedzwiecki shall have the right to provide notice to Hensley of such Claim on behalf of PSIGEN under this Section 8.2(h) and handle any negotiations on behalf of PSIGEN with respect to any Claim against Hensley. As a director and officer of PSIGEN following the Merger, Niedzwiecki also will cause PSIGEN to act in a fair and good faith manner with respect to any potential claims against Niedzwiecki for indemnification hereunder. Without limiting the foregoing, if the Indemnified Party is PSIGEN, as a PSIGEN Indemnified Party, with respect to any indemnification Claim under Section 8.2(a), Niedzwiecki shall promptly provide written notice thereof to Hensley upon discovery thereof by Niedzwiecki, and Hensley shall have the right to provide notice to Niedzwiecki of such indemnification Claim on behalf of PSIGEN under this Section 8.2(h) and handle any negotiations on behalf of PSIGEN with respect to any such indemnification Claim against Niedzwiecki.

(i) Each Claim Notice shall state the basis of the applicable Claim and the amount of such Claim (the "Claim Amount"). If the Claim Amount, or any portion thereof, is then unliquidated or otherwise not ascertainable, the Claim Notice may include a statement to such effect. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall provide to the Indemnified Party a written response (the "Response Notice") in which the Indemnifying Party shall, with respect to any Claim Amount specified in such Claim Notice: (A) agree that all of the Claimed Amount is owed to the Indemnified Party, (B) agree that part, but not all, of the Claimed Amount (the "Agreed Amount") is owed to the Indemnified Party, or (C) contest that any of the Claimed Amount is owed to the Indemnified Party. If no Response Notice is delivered by the Indemnifying Party within such 30-day period, the Indemnifying Party shall be deemed to have agreed that all of the Claimed Amount is owed to the Indemnified Party. If the Indemnifying Party in the Response Notice agrees (or is deemed to have agreed) that all of

the Claimed Amount is owed to the Indemnified Party, the Indemnifying Party shall owe to the Indemnified Party an amount equal to the Claimed Amount to be paid in the manner set forth in this subsection (d). If the Indemnifying Party in the Response Notice agrees that part, but not all, of the Claimed Amount is owed to the Indemnified Party, the Indemnifying Party shall owe to the Indemnified Party an amount equal to the Agreed Amount set forth in such Response Notice to be paid in the manner set forth in this subsection (d). If there is a dispute as to all or any portion of any Claimed Amount, the Indemnifying Party and Indemnified Party shall attempt in good faith for thirty (30) days to agree upon the rights of the respective parties with respect to such Claimed Amount or to the portion thereof in dispute. If the Indemnifying Party and Indemnified Party should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties. If no such agreement can be reached after such good faith negotiation, either Indemnifying Party or Indemnified Party may, by written notice to the other commence legal proceedings to settle the dispute.

(ii) The Indemnified Party shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third-party claim for which indemnification pursuant to this Section 8.2 may be sought; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability under this Section 8.2 unless, and then only to the extent that, such delay results in prejudice to or forfeiture of, substantive rights or defenses of the Indemnifying Party. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such action, suit or proceeding with counsel of its choosing, but which is reasonably satisfactory to the Indemnified Party, provided the Indemnifying Party acknowledges in writing to the Indemnified Party, on behalf of the Indemnifying Party, that any damages, fines, costs or other liabilities that may be assessed against the Indemnified Party in connection with such action, suit or proceeding constitute Damages for which the Indemnified Party shall be entitled to indemnification pursuant to this Section 8.2. If the Indemnifying Party does not so assume control of such defense, the Indemnified Party shall control such defense. The party not controlling such defense may participate therein at its own expense; provided, that if the Indemnifying Party assumes control of such defense and the Indemnified Party reasonably concludes that the Indemnifying Party and the Indemnified Party have conflicting or different defenses available with respect to such action, suit or proceeding, the reasonable fees and expenses of counsel to the Indemnified Party shall be considered "Damages" for purposes of this Agreement. The party controlling such defense shall keep the other party advised of the status of such action, suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the other party with respect thereto. The Indemnified Party shall not agree to any settlement of such action, suit or proceeding without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld or delayed. The Indemnifying Party shall not agree to any settlement of or the entry of a judgment in any action, suit or proceeding without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld (it being understood that it is reasonable to withhold such consent if, among other things, the settlement or the entry of a judgment (A) lacks a complete release of the Indemnified Party for all liability with respect thereto or (B) imposes any liability or obligation on the Indemnified Party).

(iii) An Indemnifying Party shall make payment of any portion of any Claimed Amount that such Indemnifying Party has agreed in a Response Notice that it owes to an Indemnified Party or that such Indemnifying Party is deemed to have agreed it owes to such Indemnified Party pursuant to the provisions of this Section 8.2 hereof (a "Verified Claim"), said payment to be made within thirty (30) days after such Response Notice is delivered by such Indemnifying Party or should have been delivered by such Indemnifying Party, as the case may be.

Such Indemnifying Party shall make payment of any portion of any disputed Claimed Amount within five (5) days following the resolution of the dispute by the Indemnified Party and the Indemnifying Party or by an arbitrator or court of competent jurisdiction, as the case may be.

(f) Representatives. No individual Representative of any Party, other than Hensley and Niedzwiecki as parties to this Agreement, shall be personally liable for any Damages under the provisions contained in this Section 8.2. Nothing herein shall relieve any party of any Liability to make any payment expressly required to be made by such party pursuant to this Agreement.

## ARTICLE IX

### MISCELLANEOUS

9.1 Defined Terms. As used herein, the terms below shall have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"Action" shall mean any action, claim, suit, litigation, proceeding, labor dispute, arbitral action, governmental audit, inquiry, criminal prosecution, investigation, unfair labor practice charge or complaint, or other legal, governmental or administrative proceedings.

"Affiliate" shall have the meaning set forth in the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Cabinet Balance Sheet" shall mean the balance sheet of Cabinet at the date indicated thereon, together with the notes thereon.

"Cabinet Disclosure Schedules" shall mean the schedules executed and delivered by Cabinet and Niedzwiecki to PSIGEN as of the Closing Date, which set forth any exceptions to the representations and warranties contained in Article III hereof and certain other information called for by this Agreement.

"Cabinet Indemnified Parties" shall mean Niedzwiecki and his heirs, beneficiaries and estate and permitted assigns, as Indemnified Parties.

"Cabinet Financial Statements" shall mean the Cabinet Year-End Financial Statements and the Cabinet Interim Financial Statements.

"Cabinet Interim Balance Sheet" shall mean the unaudited Cabinet Balance Sheet dated December 31, 2016.

"Cabinet Interim Financial Statements" shall mean the Cabinet Interim Balance Sheet and Cabinet's unaudited statement of profit and loss for the period from January 1, 2016 to December 31, 2016.

"Cabinet material adverse effect" shall mean with respect to Cabinet, Cabinet's business, any of Cabinet's properties or assets and/or Niedzwiecki, as applicable: any change, circumstance, event, condition or effect that, individually or in the aggregate, is, or with the passage of time is reasonably likely to be, materially adverse to the business, operations, assets, Liabilities, financial condition, results of operations or prospects of Cabinet, Cabinet's business and/or any of Cabinet's properties or assets, or that would prevent Cabinet or Niedzwiecki from performing their respective obligations under this Agreement.



Depending on the context, a Cabinet material adverse effect could relate to Cabinet prior to the Merger and/or to PSIGEN as the Surviving Corporation after the Merger.

"Cabinet Products" shall mean all software and other products developed, designed, marketed, distributed, licensed and/or sold by Cabinet as part of its business, including all software and other products under design or development in connection with Cabinet's business.

"Cabinet Proprietary Rights" shall mean and include (i) all Copyrights, Trademarks, trade names, service names, trade dress, logos, brand names, domain names, rights of publicity and privacy relating in any way to Cabinet's business, any Cabinet Products, any Cabinet Services and/or any of Cabinet's properties or assets and, with respect to each of the foregoing, all registrations and applications for registration, renewals, continuations, divisionals, improvements, modifications, derivative works, common law rights, choses-in-action and causes of action; (ii) all formulae, processes, procedures, specifications, designs, inventions, invention disclosures, specimens, models, plans, drawings, trade secrets, franchises, know-how, proprietary software, development tools, other confidential or proprietary information and/or rights used, employed or exploited by or for Cabinet in connection with, and/or relating in any way to, Cabinet's business, any Cabinet Products, any Cabinet Services and/or any of Cabinet's other properties or assets, and all documentation and media and other books and records constituting, describing or relating to any of the above; and (iii) all technology rights and licenses, computer software (including without limitation any source or object codes therefor or documentation relating thereto), and/or other industrial and/or intellectual property rights and intangible assets relating in any way to Cabinet's business, any Cabinet Products, any Cabinet Services and/or any of Cabinet's other properties or assets. Proprietary Rights include, without limitation, all of Cabinet's right, title and interest in and to (a) the names "Cabinet", "Cabinet Paperless" and "Cabinet Document Management Solutions" (including all Trademark, domain and other intellectual property rights therein) and (b) all computer software technology, programs, graphics, artwork, logos, data and associated licenses used internally by Cabinet in the conduct of Cabinet's business and as part of Cabinet's website located at [www.cabinetpaperless.com](http://www.cabinetpaperless.com).

"Cabinet Services" shall mean all services marketed, sold and/or provided by Cabinet as part of Cabinet's business, including all services under development in connection with Cabinet's business.

"Cabinet Year-End Financial Statements" shall mean (i) Cabinet's unaudited Balance Sheet dated as of December 31, 2014 and Cabinet's related unaudited statement of profit and loss for the fiscal year ended December 31, 2014, and (ii) Cabinet's audited Balance Sheet dated as of December 31, 2015, and Cabinet's related audited statements of income, changes in stockholders' deficit, and cash flows for the fiscal year ended December 31, 2015, and the related notes to the audited 2015 financial statements.

"Closing Documents" shall mean this Agreement (including the Cabinet Disclosure Schedules and any PSIGEN Disclosure Schedules), and/or in any certificate, instrument or other document delivered by any such Party at or in connection with the Closing.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder.

"Contract" shall mean any agreement, contract, note, loan, evidence of indebtedness, purchase, order, letter of credit, indenture, security or pledge agreement, franchise agreement, undertaking, practice, covenant not to compete, employment agreement, license, instrument, obligation or commitment, whether oral or written, to which either, as applicable from the context: (i) Cabinet is a party or is bound and which relates to Cabinet's business or any of its properties or assets, but excluding all Leases, or (ii) PSIGEN is a party or is bound and which relates to PSIGEN's business or any of its properties or assets.

"Copyrights" shall mean registered copyrights, copyright applications and unregistered copyrights.

"Court Order" shall mean any judgment, decision, consent decree, injunction, ruling or order of any federal, state or local court or other Governmental Entity that is binding on any Person or its property under applicable law.

"Default" shall mean (i) a breach of or default under any Contract or Lease, (ii) the occurrence of an event that with the passage of time or the giving of notice or both would constitute a breach of or default under any Contract or Lease, or (iii) the occurrence of an event that with or without the passage of time or the giving of notice or both would give rise to a right of termination, renegotiation or acceleration under any Contract or Lease.

"Encumbrance" shall mean any lien, pledge, security interest, deed of trust, mortgage, claim, charge, easement, limitation, commitment, right-of-way, encroachment, restriction (including any building or use restriction), conditional sales agreement, pre-emptive rights, option, or other encumbrance of any kind or nature whatsoever (whether absolute or contingent) or any other claims or rights of any third party (including any community property interest claims or rights), whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

"Environmental Laws" shall mean any and all federal, state, local or foreign laws, statutes, ordinances, regulations, judgments, orders, decrees, arbitration awards, agency requirements, licenses, Permits, authorizations and common law and all other Laws governing, regulating, relating to or imposing liability or standards of conduct concerning (i) pollution or the protection, investigation or restoration of the environment, health and safety, and/or natural resources, (ii) the generation, presence, use, manufacture, management, storage, disposal and/or transportation of any Hazardous Substance, and/or (iii) the Release of any Hazardous Substance or other material or substance into the environment.

"EPA" shall mean the United States Environmental Protection Agency.

"Governmental Entity" shall mean any federal, state, municipal or local government, any court, board, commission, department, administrative agency, subdivision, regulatory body or other instrumentality or authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, or other governmental or quasi-governmental authority, in any such case, whether foreign or domestic.

"Hazardous Substance" shall mean any element, compound, chemical, contaminant, pollutant, material, waste or other substance or constituent that (i) is defined, regulated, or determined to be hazardous or toxic in, or for purposes of, any Environmental Law, (ii) is potentially injurious to the public health, safety or welfare, the environment or the Leased Office Space, or (iii) may be the subject of regulatory action by any Governmental Entity or the basis for potential liability to any Governmental Entity or any Person, under any Environmental Law.

"Laws" shall mean any and all federal, state, local or foreign laws, statutes, codes, ordinances, rules, treaties, regulations, principles of law, orders, judgments, writs, stipulations, awards, injunctions, notice requirements, court decisions and/or agency guidelines of any Governmental Entity, and any enforceable judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, judgment, stipulation, injunction, permit, authorization, policy, opinion, or agency requirement of any Governmental Entity, in each case having the force and effect of law. Such Laws shall include, without limitation, all Laws of (i) the EPA and/or the State of Alabama relating to any



Environmental Laws, and (ii) any Governmental Entity relating to public utility, zoning, building and health codes, occupational safety and health, employment practices, employee documentation, terms and conditions of employment, wages and hours and Benefit Plans.

“Lease Agreement” shall mean the Lease Agreement dated as of March 7, 2013 between Robert B. Davis, as lessor, and Cabinet, as lessee, pursuant to which Cabinet leases the Leased Office Space.

“Leased Office Space” shall mean the office space located at Building #1, Suite B, 500 Lanier Road, Madison, Alabama.

“Leases” shall mean all of the existing leases with respect to the personal or real property of Cabinet listed on Schedule 3.11(b).

“Lender” shall mean IberiaBank, as the lender under the Loan Agreements.

“Letter of Intent” shall mean that certain Letter of Intent dated December 2, 2016 by and between PSIGEN and Cabinet.

“Liability” or “Liabilities” shall mean with respect to any Person, any and all indebtedness, obligations, commitments, expenses, claims, deficiencies, guarantees, endorsements and/or other liabilities of such Person of any kind, type, character or description whatsoever, whether known or unknown, direct or indirect, joint or several, absolute or contingent, accrued or unaccrued, matured or unmatured, fixed or otherwise, and whether or not required to be accrued, recorded or reflected on the financial statements of such Person under generally accepted accounting practices.

“Loan Agreements” shall mean, collectively: (i) that certain Promissory Note dated July 15, 2016 in the principal amount of one hundred thousand dollars (\$100,000), and evidencing a revolving line of credit, executed by Cabinet in favor of Lender, and the related Commercial Security Agreement dated July 15, 2016 by and between Cabinet and Lender, each as amended to date; (ii) that certain Promissory Note dated July 15, 2016 in the principal amount of four hundred thousand dollars (\$400,000) executed by Cabinet in favor of Lender, and the related Commercial Security Agreement dated July 15, 2016 by and between Cabinet and Lender, each as amended to date; and (iii) all ancillary agreements, instruments and documents relating to any of the Promissory Notes and/or Commercial Security Agreements described in clause (i) or clause (ii) above to which Cabinet is a party or by which Cabinet and/or any of its properties or assets is bound.

“ordinary course of business” or “ordinary course” or any similar phrase shall mean either (depending on the context): (i) the ordinary course of Cabinet’s business and consistent with Cabinet’s past practice, or (ii) the ordinary course of PSIGEN’s business and consistent with PSIGEN’s past practice, as applicable.

“Organizational Documents” shall mean, with respect to any entity, as applicable, the certificate or articles of incorporation and bylaws, and any other applicable governing documents of such entity, including any and all amendments thereto.

“Permits” shall mean all licenses, certifications, permits, franchises, approvals, authorizations, consents or orders of or from, or filings with, any Governmental Entity or any other Person, necessary or desirable for the past, present or anticipated conduct of, or relating to the operation of, either (depending on the context): (i) Cabinet’s business and/or the use or operation of any of Cabinet’s properties

or assets, or (ii) PSIGEN's business and/or the use or operation of any of PSIGEN's properties or assets, as applicable .

"Person" means an individual, corporation, limited liability company, partnership, firm, association, trust, government or political subdivision or agent or instrumentality thereof, or other entity, organization or enterprise.

"PSIGEN Disclosure Schedules" shall mean the schedules executed and delivered by Hensley and PSIGEN to Cabinet as of the Closing Date, which set forth any exceptions to the representations and warranties contained in Article IV hereof and certain other information called for by this Agreement.

"PSIGEN Financial Statements" shall mean the PSIGEN Year-End Financial Statements and the PSIGEN Interim Financial Statements.

"PSIGEN Indemnified Parties" shall mean PSIGEN, Hensley, PSIGEN's Affiliates, each of their respective stockholders, members, partners, owners, heirs, beneficiaries, estates and Representatives, and each of their successors and permitted assigns, as Indemnified Parties.

"PSIGEN Interim Balance Sheet" shall mean the unaudited PSIGEN Balance Sheet dated December 31, 2016.

"PSIGEN Interim Financial Statements" shall mean the PSIGEN Interim Balance Sheet and PSIGEN's unaudited statement of profit and loss for the period from July 1, 2016 to December 31, 2016.

"PSIGEN material adverse effect" shall mean with respect to PSIGEN, PSIGEN's business, any of PSIGEN's properties or assets and/or Hensley, as applicable; any change, circumstance, event, condition or effect that, individually or in the aggregate, is, or with the passage of time is reasonably likely to be, materially adverse to the business, operations, assets, Liabilities, financial condition, results of operations or prospects of PSIGEN, PSIGEN's business and/or any of PSIGEN's properties or assets, or that would prevent PSIGEN or Hensley from performing their respective obligations under this Agreement. Depending on the context, a PSIGEN material adverse effect could relate to PSIGEN prior to the Merger and/or to PSIGEN as the Surviving Corporation after the Merger.

"PSIGEN Products" shall mean all software and other products developed, designed, marketed, distributed, licensed and/or sold by PSIGEN as part of its business, including all software and other products under design or development in connection with PSIGEN's business.

"PSIGEN Proprietary Rights" shall mean and include (i) all Copyrights, Trademarks, trade names, service names, trade dress, logos, brand names, domain names, rights of publicity and privacy relating in any way to PSIGEN's business, any PSIGEN Products, any PSIGEN Services and/or any of PSIGEN's properties or assets and, with respect to each of the foregoing, all registrations and applications for registration, renewals, continuations, divisionals, improvements, modifications, derivative works, common law rights, choses-in-action and causes of action; (ii) all formulae, processes, procedures, specifications, designs, inventions, invention disclosures, specimens, models, plans, drawings, trade secrets, franchises, know-how, proprietary software, development tools, other confidential or proprietary information and/or rights used, employed or exploited by or for PSIGEN in connection with, and/or relating in any way to, PSIGEN's business, any PSIGEN Products, any PSIGEN Services and/or any of PSIGEN's other properties or assets, and all documentation and media and other books and records constituting, describing or relating to any of the above; and (iii) all technology rights and licenses, computer software

(including without limitation any source or object codes therefor or documentation relating thereto), and/or other industrial and/or intellectual property rights and intangible assets relating in any way to PSIGEN's business, any PSIGEN Products, any PSIGEN Services and/or any of PSIGEN's other properties or assets. Proprietary Rights include, without limitation, all of PSIGEN's right, title and interest in and to (a) the name "PSIGEN" (including all Trademark, domain and other intellectual property rights therein) and (b) all computer software technology, programs, graphics, artwork, logos, data and associated licenses used internally by PSIGEN in the conduct of PSIGEN's business and as part of PSIGEN's website located at [www.psigen.com](http://www.psigen.com).

"PSIGEN Services" shall mean all services marketed, sold and/or provided by PSIGEN as part of PSIGEN's business, including all services under development in connection with PSIGEN's business.

"PSIGEN Year-End Financial Statements" shall mean PSIGEN's unaudited Balance Sheet dated as of June 30, 2016 and PSIGEN's related unaudited statement of profit and loss for the fiscal year ended June 30, 2016.

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, injecting, depositing, disposing, discharging, dispersal, escaping, dumping, or leaching into the environment (including the abandonment or discarding of barrels, containers or other receptacles containing any Hazardous Substance).

"Representatives" shall mean any and all directors, officers, managers, employees, accountants, attorneys, consultants, advisors, trustees, executors, agents and other representatives of any Person.

"Severance Agreements" shall mean, collectively: (i) that certain letter agreement dated June 1, 2003 between Cabinet and Niedzwiecki, pursuant to which Niedzwiecki would be entitled to receive certain severance benefits following an "Involuntary Termination" or a "Change in Control" of Cabinet (as such terms are defined therein); (ii) that certain letter agreement dated June 1, 2003 between Cabinet and Jon Clark, pursuant to which Clark would be entitled to receive certain severance benefits following an "Involuntary Termination" or a "Change in Control" of Cabinet (as such terms are defined therein); and (iii) any other similar or other Contract between Cabinet and any current or former director, officer, employee or any other Person (a) that provides for the payment of any severance benefits following any termination of employment or any change in control or acquisition of Cabinet, or (b) under which PSIGEN, as the Surviving Corporation, could otherwise incur any Liability for the payment of any severance benefits to any Person as a result of the consummation of the Merger or at any time after the Merger.

"Stockholders Agreement" shall mean the Stockholders Agreement by and among PSIGEN, Hensley and Niedzwiecki containing such terms as are mutually acceptable to PSIGEN, Hensley and Niedzwiecki, pursuant to which, among other things, the Hensley PSIGEN Shares held by Hensley and the PSIGEN Merger Shares to be issued to Niedzwiecki will be subject to certain transfer restrictions.

"Tax" or "Taxes" means any and all taxes, levies, duties, tariffs, imposts and other similar charges and fees imposed by any Governmental Entity or domestic or foreign taxing authority, including, income, franchise, windfall or other profits, gross receipts, premiums, property, sales, use, net worth, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, excise, withholding, ad valorem, stamp, transfer, value-added, gains tax and license, registration and documentation fees, severance, occupation, environmental, customs duties, disability, real property, personal property, registration, alternative or add-on minimum, or estimated tax, including any interest, penalty, additions to tax or additional amounts imposed with respect thereto, whether disputed or not.

“Tax Return” means any report, return, certificate, claim for refund, election, estimated tax filing or declaration required to be filed with any Governmental Entity or domestic or foreign taxing authority with respect to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

“Trademarks” shall mean registered trademarks, registered service marks, trademark and service mark applications and unregistered trademarks and service marks.

9.2 Assignment. Except as provided in this Section 9.2, neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any party without the prior written consent of Cabinet or PSIGEN, as applicable, which consent may be given or withheld in the sole discretion of the party whose consent is required; provided, however, that PSIGEN may, without the consent of Cabinet or Niedzwiecki, assign and delegate or otherwise transfer its rights and obligations under this Agreement to any successor in interest of PSIGEN in connection with or pursuant to any transaction involving the sale or change of control of PSIGEN (whether by merger, sale of stock, sale of assets or otherwise).

9.3 Successors; Third-Party Beneficiaries. Subject to Section 9.2 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No other Person shall have any right, benefit or obligation under this Agreement as a third-party beneficiary or otherwise, except that all PSIGEN Indemnified Parties and all Cabinet Indemnified Parties who are not parties hereto are intended to be and shall be third-party beneficiaries hereunder for purposes of enforcing the indemnification provisions in Article VIII hereof and, as such, shall have full authority to enforce such third-party beneficiary’s rights as a third-party beneficiary hereunder.

9.4 Notices. All notices, requests and demands which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given: (i) upon receipt, when delivered personally or by courier; (ii) one (1) business day after it is sent, if sent for next business day delivery to a domestic address by recognized overnight delivery service (e.g., FedEx); and (iii) three (3) business days after being deposited in the United States mail as certified or registered mail with postage prepaid, return receipt requested. In each case notice shall be sent to:

If to Cabinet or Niedzwiecki, addressed to:

Abe Niedzwiecki  
500 Lanier Road  
Building #1, Suite B  
Madison, AL 35758

With a copy to:

Bradley Arant Boult Cummings LLP  
Attn: Bryant Hall, Esq.  
200 Clinton Avenue, Suite 900  
Huntsville, AL 35801-4900

If to PSIGEN, addressed to:

PSIGEN Software, Inc.  
Attn: Bruce Hensley, CEO  
5800 NE 7<sup>th</sup> Avenue  
Boca Raton, FL 33487-4115

With a copy to:

Bainbridge Law Group, P.C.  
Attn: Dan Pelekoudas, Esq.  
888 San Clemente Dr., Suite 190  
Newport Beach, California 92660

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

9.5 Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits and schedules hereto and thereto (including the Cabinet Disclosure Schedules), constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the matters referred to in this Agreement, including, without limitation, the Letter of Intent. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.6 Counterparts; Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages to this Agreement, including any counterparts, may be delivered and exchanged via facsimile, email (e.g., in pdf format) or by any other legally valid method, and any executed signature page so delivered shall be binding to the same extent as an original signature page, with regard to this Agreement and any agreement subject to the terms hereof or any amendment hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

9.7 Expenses. Except as otherwise specified in this Agreement, each Party hereto shall pay its own legal, accounting, out-of-pocket and other expenses incident to this Agreement and to any action taken by such Party in preparation for carrying this Agreement into effect.

9.8 Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.9 Titles; Gender. The titles, captions or headings of the Articles and Sections herein, and the use of a particular gender, are for convenience of reference only and are not intended to be a part of or to affect or restrict the meaning or interpretation of this Agreement.

9.10 Delays or Omissions; Waivers; Cumulative Remedies. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or other Default

of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or other Default, or an acquiescence therein, or a waiver of or an acquiescence in any similar breach or other Default thereafter occurring; nor shall any waiver of any single breach or other Default be deemed a waiver of any other breach or other Default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or other Default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All rights and remedies of each Party, whether at law, in equity, hereunder or otherwise, are cumulative (and not alternative) of each other and of every other right or remedy such Parties may otherwise have, and the exercise of one or more rights or remedies by such Parties shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies that may be available to such Parties.

9.11 Choice of Law. This Agreement shall be construed and interpreted, and the rights and obligations of the parties hereunder determined, in accordance with the laws of the State of Delaware, without reference to the choice of law provisions thereof.

9.12 Arbitration. Any dispute or claim arising out of or in connection with this Agreement shall, at the request of any party involved in such dispute or claim, be finally settled by binding arbitration in the State of Florida in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Delaware law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief (pursuant to Section 7.2(e) above or otherwise), or to compel arbitration in accordance with this Section 9.12, without breach of this arbitration provision.

9.13 Service of Process, Consent to Jurisdiction.

(a) Service of Process. Each of the parties hereto irrevocably consents to the service of any process, pleading, notices or other papers by the mailing of copies thereof by registered, certified or first class mail, postage prepaid, to such party at such party's address set forth herein, or by any other method provided or permitted under Delaware law.

(b) Consent to Jurisdiction; Venue. Subject to the arbitration provisions of Section 9.12 above, each Party hereto agrees that any actions or proceedings arising in connection with this Agreement that may be brought in court shall be tried and litigated exclusively (i) in the state and federal courts located in Madison County, Alabama, or (ii) in such other venue as PSIGEN or Hensley, in their sole discretion, may elect to bring such action or proceeding. The aforementioned choices of venue are intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than as specified in clause (i) or clause (ii) above this Section 9.13(b). Each Party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any action or proceeding brought in accordance with this Agreement, and stipulates that the state and federal courts located in Madison County, Alabama and, if applicable, the state and federal courts located in such other venue as PSIGEN or Hensley, in their sole discretion, may elect to bring any action or proceeding, shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any such dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

9.14 Attorneys' Fees. If any action at law, in equity or by arbitration is brought to enforce or interpret the terms of this Agreement, then the prevailing party, in addition to any other relief to which it may be entitled, shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, incurred in connection with such action, including any appeal of such action.

9.15 Knowledge. Whenever a phrase herein is qualified by "to the knowledge of Cabinet and Niedzwiecki" or any similar phrase, it shall mean any fact or matter which is actually known by either Niedzwiecki or Jon Clark. Whenever a phrase herein is qualified by "to the knowledge of PSIGEN and Hensley" or any similar phrase, it shall mean any fact or matter which is actually known by Hensley.

9.16 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

9.17 Advice of Counsel; Construction. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT IS THE RESULT OF NEGOTIATIONS AMONG, AND HAS BEEN REVIEWED BY, EACH OF THE PARTIES HERETO AND THEIR RESPECTIVE COUNSEL. ACCORDINGLY, THIS AGREEMENT SHALL BE DEEMED TO BE THE PRODUCT OF ALL OF THE PARTIES HERETO, AND NO AMBIGUITY SHALL BE CONSTRUED IN FAVOR OF OR AGAINST ANY ONE OF THE PARTIES HERETO BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

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

**"PSIGEN"**

PSIGEN SOFTWARE, INC.

By: Bruce Hensley  
Bruce Hensley  
Chief Executive Officer

**"HENSLEY"**

Bruce Hensley  
Bruce Hensley, Individually

**"CABINET"**

CABINET NG, INC.

By: Abe Niedzwiecki  
Abe Niedzwiecki  
~~President~~ Chief Executive Officer

**"NIEDZWIECKI"**

Abe Niedzwiecki  
Abe Niedzwiecki, Individually