TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/01/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dairy Free Games Inc.		08/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Glu Mobile Inc.
Street Address:	500 Howard Street, Suite 300
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87407503	TITAN WORLD

CORRESPONDENCE DATA

Fax Number: 6509385200

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

Phone: (650) 988-8500
Email: trademarks@fenwick.com, jdueck@fenwick.com
Correspondent Name: Fenwick & West LLP c/o Erin E. Giacoppo
Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041-1990

CH $40.00 87407503

ATTORNEY DOCKET NUMBER:	24310-00070-1409
NAME OF SUBMITTER:	Erin E. Giacoppo, Esq.
SIGNATURE:	/Erin E. Giacoppo/
DATE SIGNED:	08/11/2017

Total Attachments: 70
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CONFIRMATION OF TRADEMARK ASSIGNMENT

FROM DAIRY FREE GAMES INC.

TO GLU MOBILE INC.

WHEREAS, Dairy Free Games Inc., a Delaware corporation of 1 Bluxome Street, Unit 205, San Francisco, California 94107 owned the following trademark and is listed as the applicant of the trademark application thereof, as set forth below.

Trademark	Country	App. No.
TITAN WORLD	United States	87/407,503

WHEREAS, Glu Mobile Inc., a Delaware corporation of 500 Howard Street, Suite 300, San Francisco, California 94105 acquired such trademark and trademark application thereof, as of the Agreement and Plan of Merger on August 1, 2017.

NOW THEREFORE, this will confirm that for good and valuable consideration, receipt of which is hereby acknowledged, Dairy Free Games Inc. assigned unto Glu Mobile Inc. all right, including common law rights, title and interest to said trademark together with the goodwill of the business symbolized by said trademark, and any and all applications thereof, including, without limitation, all claims that it might have, at law or in equity, by reason of past, present or future infringement in the said trademark and that portion of the business which is ongoing and existing to which the trademark pertain.

DocuSigned by:
Scott J. Leichtner
28A14F09A9654CD...

By: _____
Scott Leichtner
Vice President and General Counsel
Glu Mobile Inc.

Date: 8/11/2017, 2017

Execution Version

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

GLU MOBILE INC.,

WINTERFELL ACQUISITION CORP.,

DAIRY FREE GAMES INC.,

AND

SOLELY FOR ACCEPTING HIS APPOINTMENT AS STOCKHOLDERS' AGENT PURSUANT TO SECTION 7.6 OF THIS AGREEMENT, ALEX PALEY,

AND

SOLELY FOR THE PURPOSES OF AGREEING TO BE BOUND BY ARTICLE 1, ARTICLE 2, SECTION 5.1, SECTION 5.2, SECTION 5.5, SECTION 5.7, ARTICLE 6, ARTICLE 7 AND ARTICLE 8 OF THIS AGREEMENT, THE COMPANY STOCKHOLDERS

AUGUST 1, 2017

EXHIBITS

Exhibit A	-	Definitions
Exhibit B	-	Form of Company Stockholder Consent
Exhibit C	-	Form of Non-Compete Agreement
Exhibit D	-	Form of Certificate of Merger
Exhibit E-1	-	Form of FIRPTA Notice
Exhibit E-2	-	Form of FIRPTA Notification Letter

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of August 1, 2017 (the "**Agreement Date**"), by and among Glu Mobile Inc., a Delaware corporation ("**Acquiror**"), Winterfell Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Acquiror ("**Sub**"), and Dairy Free Games Inc., a Delaware corporation (the "**Company**"). Alex Paley is a party to this Agreement solely for accepting his appointment as Stockholders' Agent (the "***Stockholders' Agent***") pursuant to Section 7.6 of this Agreement. Each Company Stockholder (for the avoidance of doubt, including Tracking Social LLC, Maksim Osipau and Aliaksandr Osipau) is a party to this Agreement, but solely for the purposes of agreeing to be bound by ARTICLE 1, ARTICLE 2, Section 5.1, Section 5.2, Section 5.5, Section 5.7, ARTICLE 6, ARTICLE 7 and ARTICLE 8 of this Agreement, and otherwise approving the consideration to be paid to each Company Stockholder as set forth in this Agreement. Acquiror, Sub, the Company and each Company Stockholder are sometimes referred to in this Agreement as, collectively, the "**Parties**." Each of Acquiror, Sub, the Company and each Company Stockholder is sometimes referred to in this Agreement as, individually, a "**Party**."

RECITALS

A. The Board of Directors of the Company (the "**Board**"), the board of directors of Acquiror (the "**Acquiror Board**") and the board of directors of Sub have determined that it would be advisable and in the best interests of the stockholders of their respective companies that Sub merge with and into the Company (the "**Merger**"), with the Company to survive the Merger and to become a wholly owned subsidiary of Acquiror, on the terms and subject to the conditions set forth in this Agreement, and, in furtherance thereof, have approved the Merger, this Agreement and the other transactions contemplated by this Agreement.

B. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 1.2 below) all of the issued and outstanding shares of Company Common Stock shall be converted into the right to receive a portion of the Merger Consideration in the manner set forth in this Agreement.

C. Each of the Company, each Company Stockholder, Sub and Acquiror desire to make certain representations, warranties, covenants and other agreements in connection with the Merger as set forth in this Agreement.

D. Immediately following the execution and delivery of this Agreement, the Company will secure from each Company Stockholder a written consent substantially in the form attached to this Agreement as Exhibit B (the "**Company Stockholder Consent**").

E. At or prior to the execution and delivery of this Agreement, and as a condition and inducement to Acquiror's and Sub's willingness to enter into this Agreement, each of Alex Paley and Dennis Zdonov (the "**Critical Employees**") are executing Offer Letters, in each case, to become effective as of the Closing.

F. At or prior to the execution and delivery of this Agreement, and as a condition and inducement to Acquiror's and Sub's willingness to enter into this Agreement, each of the Critical Employees, shall have entered into and delivered to Acquiror non-competition and non-solicitation agreements (the "**Non-Compete Agreements**") in the form attached hereto as Exhibit C, effective as of the Closing.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained in this Agreement, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

ARTICLE 1
THE MERGER

1.1 The Merger. At the Closing, on the terms and subject to the conditions set forth in this Agreement, the certificate of merger in substantially the form attached to this Agreement as Exhibit D (the "**Certificate of Merger**") and the applicable provisions of Delaware Law, Sub shall merge with and into the Company, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation and shall become a wholly owned subsidiary of Acquiror. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "**Surviving Corporation**." Each share of capital stock of Sub that is issued and outstanding immediately prior to the Closing will, by virtue of the Merger and without further action on the part of the sole stockholder of Sub, be converted into and become one share of common stock of the Surviving Corporation (and the shares of Surviving Corporation into which the shares of Sub capital stock are so converted shall be the only shares of the Surviving Corporation's capital stock that are issued and outstanding immediately after the Closing). Each certificate evidencing ownership of shares of Sub common stock will evidence ownership of such shares of common stock of the Surviving Corporation.

1.2 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place concurrently with the execution of this Agreement on the Agreement Date. The Closing shall take place remotely via the electronic exchange of documents and signatures or as otherwise agreed upon by Acquiror and the Company. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**."

1.3 Closing Deliveries.

(a) Company Deliveries. The Company shall deliver to Acquiror, at or prior to the Closing, each of the following:

(i) a certificate, dated as of the Closing Date and executed on behalf of the Company by its Chief Executive Officer, to the effect that (A) the representations and warranties made by the Company in this Agreement are true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or Material Adverse Effect, which representations and warranties as so qualified are true and correct in all respects) on and as of the Closing Date as though such representations and warranties were made on and as of such dates (except for representations and warranties that address matters only as to a specified date or dates, which representations and warranties are true and correct with respect to such specified date or dates) and (B) the Company has performed and complied in all material respects with all covenants, agreements and obligations in this Agreement required to be performed and complied with by the Company at or prior to the Closing;

(ii) a certificate, dated as of the Closing Date and executed on behalf of Company by its Secretary, certifying the Company's (A) certificate of incorporation, (B) bylaws, (C) resolutions or unanimous written consent of the Board approving the Merger and adopting this Agreement, (D) stockholder resolutions or unanimous written consent approving the Merger and adopting this Agreement, and (E) other matters in Acquiror's reasonable discretion;

(iii) Offer Letters executed by each of the Critical Employees;

(iv) the Non-Compete Agreements, signed by each Critical Employee;

(v) the Company Stockholder Approval, executed by each Company Stockholder;

(vi) a written resignation, effective as of the Closing Date, in customary form of each of the directors and each of the officers of the Company in office immediately prior to the Closing;

(vii) a certificate from the Secretary of State of the State of Delaware and the State of California dated within three (3) Business Days prior to the Closing Date certifying that the Company is in good standing and that all applicable Taxes and fees of the Company through and including the Closing Date have been paid in each such state;

(viii) the Closing Statement, executed by the Chief Executive Officer of the Company;

(ix) the FIRPTA documentation, including (A) a notice to the Internal Revenue Service, in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2), in substantially the form attached to this Agreement as Exhibit E-1, dated as of the Closing Date and executed by the Company, together with written authorization for Acquiror to deliver such notice form to the Internal Revenue Service on behalf of the Company after the Closing, and (B) a FIRPTA Notification Letter, in substantially the form attached to this Agreement as Exhibit E-2, dated as of the Closing Date and executed by the Company;

(x) the Certificate of Merger, executed by the Company;

(xi) (a) a contractor agreement duly executed by each Person set forth on Schedule 1.3(a)(xi) hereto (the "**Specified Contractors**") in a form reasonably satisfactory to Acquiror, and (b) evidence satisfactory to Acquiror of the termination of service with Company of each independent contractor, consultant and/or advisory board member of Company other than the Specified Contractors effective no later than immediately prior to the Closing;

(xii) evidence satisfactory to Acquiror of (a) the termination of each of the Contracts of the Company listed or described on Schedule 1.3(a)(xii)-1 hereto and (b) the amendment of each of the Contracts of the Company listed or described on Schedule 1.3(a)(xii)-2 hereto in the manner described on such Exhibit with respect to each such Contract;

(xiii) executed confirmatory assignments of Intellectual Property from any former employees, independent contractors or consultants of the Company, including, but not limited to, confirmatory assignments from each of VASoft LLC ("**VASoft**") and VironIT LLC ("**VironIT**") to Dairy Free and from VASoft employees to VASoft and VironIT employees to VironIT, that have not executed such agreements in each case in a form that is reasonably acceptable to Acquiror;

(xiv) evidence satisfactory to Acquiror of documents ensuring proper trade secret protection between each of VASoft and VironIT and any employees or contractors of the Company; and

(xv) Formal Dismissal - Request for Transfers executed by each of the individuals listed on Schedule 1.3(a)(xiv) (the "**Specified Employees**") in favor of Unstoppable LLC, Acquiror's subsidiary in Belarus (the "**Belarus Entity**").

(b) Acquiror Deliveries. Acquiror shall deliver, or cause to be delivered, to the Company or the Company Stockholders (as applicable), at or prior to the Closing, each of the following:

(i) the Merger Consideration;

(ii) a certificate, dated as of the Closing Date and executed on behalf of Acquiror by its Chief Executive Officer, to the effect that (A) the representations and warranties made by Acquiror and Sub in this Agreement are true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or Material Adverse Effect, which representations and warranties as so qualified are true and correct in all respects) on and as of the Closing Date as though such representations and warranties were made on and as of such dates (except for representations and warranties that address matters only as to a specified date or dates, which representations and warranties are true and correct with respect to such specified date or dates), and (B) Acquiror and Sub have each performed and complied in all material respects with all covenants, agreements and obligations in this Agreement required to be performed and complied with by Acquiror or Sub (as applicable) at or prior to the Closing;

(iii) the Offer Letters, executed by Acquiror;

(iv) the Company Stockholder Approval, executed by Acquiror; and

(v) the Certificate of Merger, executed by Sub.

1.4 Filing of Certificate of Merger. At the Closing, Sub and the Company shall cause the Certificate of Merger to be filed with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of Delaware Law.

1.5 Effect of the Merger. At the Closing, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Closing, all the property, rights, privileges, powers and franchises of the Company and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Sub shall become debts, liabilities and duties of the Surviving Corporation.

1.6 Certificate of Incorporation and Bylaws.

(a) At the Closing, the certificate of incorporation of the Surviving Corporation shall be amended in its entirety to read as set forth in the Certificate of Merger, until thereafter amended as provided by Delaware Law.

(b) At the Closing, the bylaws of Sub shall become the bylaws of the Surviving Corporation, until thereafter amended as provided by Delaware Law, the certificate of incorporation of the Surviving Corporation and such bylaws.

1.7 Directors and Officers.

(a) At the Closing, the members of the board of directors of Sub immediately prior to the Closing shall be appointed as the members of the board of directors of the Surviving Corporation immediately after the Closing until their respective successors are duly elected or appointed and qualified.

(b) At the Closing, the officers of Sub immediately prior to the Closing shall be

appointed as the officers of the Surviving Corporation immediately after the Closing until their respective successors are duly appointed.

1.8 Merger Consideration.

(a) Company Expenses. On the terms and subject to the conditions of this Agreement, at the Closing, Acquiror shall pay or cause to be paid the amount of the Transaction Expenses set forth on the Closing Statement and such payment shall be made to such account or accounts as are designated by the Company in the Closing Statement.

(b) Treatment of Company Capital Stock. On the terms and subject to the conditions set forth in this Agreement, and without any action on the part of any Company Stockholder:

(i) Company Preferred Stock. At the Closing, each share of Company Preferred Stock (other than Dissenting Shares and shares owned by the Company) will be automatically converted into the right to receive, without interest and subject to and in accordance with Section 1.9, the Per Share Preferred Stock Closing Consideration.

(ii) Company Common Stock. At the Closing, each share of Company Common Stock (other than Dissenting Shares and shares owned by the Company) will be automatically converted into the right to receive, without interest and subject to and in accordance with Section 1.9, the Per Share Common Stock Closing Consideration.

(c) Set Off. The obligation of Acquiror to make any payment of any Bonus Payment pursuant to the Offer Letters and/or a Bonus Payment with the Critical Employees shall be entirely qualified by the right of Acquiror to set off, in good faith and upon at least ten (10) days prior written notice to the applicable Critical Employee (the "**Right of Set Off**"), against and reduce the amount of any such Bonus Payment by the amount of any Indemnifiable Damages claimed by Acquiror pursuant to ARTICLE 6 hereunder.

(d) Merger Consideration Limit. Notwithstanding anything to the contrary contained in this Agreement, in no event will the aggregate consideration paid by Acquiror to Company Stockholders other than Acquiror pursuant to the terms of this Agreement exceed $1,999,999.09. For the avoidance of doubt, all of the Preferred Stock Closing Consideration will be retained by Acquiror, as the sole holder of Company Preferred Stock.

(e) Appraisal Rights. Notwithstanding anything contained in this Agreement to the contrary, any Dissenting Shares shall not be converted into the right to receive the applicable Merger Consideration, but shall instead be converted into the right to receive such consideration as may be determined to be due with respect to any such Dissenting Shares pursuant to Delaware Law or California Law (as applicable). Each holder of Dissenting Shares who, pursuant to the provisions of Delaware Law or California Law (as applicable), becomes entitled to payment thereunder for such shares shall receive payment therefor in accordance with Delaware Law or California Law (as applicable) (but only after the value therefor shall have been agreed upon or finally determined pursuant to such provisions). If, after the Closing, any Dissenting Shares shall lose their status as Dissenting Shares, then any such shares shall immediately be converted into the right to receive the applicable Merger Consideration in respect of such shares as if such shares never had been Dissenting Shares, and Acquiror shall issue and deliver to the holder thereof, at (or as promptly as reasonably practicable after) the applicable time or times specified in Section 1.9(a), following the satisfaction of the applicable conditions set forth in Section 1.9(a), the applicable Merger Consideration as if such shares never had been Dissenting Shares. The Company shall give Acquiror (i) prompt notice of any demands for appraisal or purchase received by the Company,

withdrawals of such demands, and any other instruments served pursuant to Delaware Law or California Law (as applicable) and received by the Company and (ii) the right to direct all negotiations and proceedings with respect to demands for appraisal or purchase under Delaware Law or California Law (as applicable). The Company shall not, except with the prior written consent of Acquiror, or as otherwise required under Delaware Law or California Law (as applicable), voluntarily make any payment or offer to make any payment with respect to, or settle or offer to settle, any claim or demand in respect of any Dissenting Shares. The payout of consideration under this Agreement to the Company Stockholders (other than to holders of Dissenting Shares who shall be treated as provided in this Section 1.8(e) and under Delaware Law or California Law (as applicable)) shall not be affected by the exercise or potential exercise of appraisal rights or dissenters' rights under Delaware Law or California Law (as applicable) by any other stockholder of the Company.

(f) Rights Not Transferable. The rights of the Company Stockholders under this Agreement as of immediately prior to the Closing are personal to each such securityholder and shall not be transferable for any reason otherwise than by operation of law, will or the laws of descent and distribution. Any attempted transfer of such right by any holder thereof (otherwise than as permitted by the immediately preceding sentence) shall be null and void.

1.9 Surrender of Certificates.

(a) Exchange Procedures.

(i) On or prior to the Closing Date, Acquiror shall mail to every holder of record of Company Common Stock that was issued and outstanding immediately prior to the Closing and that has not previously delivered its certificates or instruments, which immediately prior to the Closing represented issued and outstanding shares of Company Common Stock (the "**Converting Instruments**"), with a properly completed and duly executed letter of transmittal in customary form reasonably acceptable to Company and Acquiror (the "**Letter of Transmittal**") together with instructions for use of the Letter of Transmittal in effecting the surrender of the Converting Instruments into the right to receive the applicable Merger Consideration. Notwithstanding the foregoing, holders of Company Preferred Stock outstanding immediately prior to the Closing shall not be required to deliver a Converting Instrument with respect to such Company Capital Stock.

(ii) As soon as reasonably practicable (but in any event within ten (10) Business Days) after the date of delivery to Acquiror of a Converting Instrument, together with a properly completed and duly executed Letter of Transmittal and any other documentation required thereby, the holder of record of such Converting Instrument shall be entitled to receive that amount of cash that such holder has the right to receive pursuant to Section 1.8(b) in respect of such Converting Instrument and such Converting Instrument shall be canceled.

(iii) If any Converting Instrument shall have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the Person claiming such document to be lost, stolen, or destroyed and, if required by the Surviving Corporation, the payment of any reasonable fees, and the posting by such Person of a bond, in such reasonable amount as Acquiror may direct as indemnity against any claim that may be made against it with respect to such document, Acquiror will issue in exchange for such lost, stolen, or destroyed document, the Merger Consideration to which the holder is entitled under Section 1.8.

(b) Transfer of Ownership. If any Merger Consideration payable or issuable pursuant to Section 1.8 is to be paid or issued to a Person other than the Person to which the Converting Instrument surrendered in exchange therefor is registered, it shall be a condition of the payment thereof that the

Converting Instrument so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the Person requesting such exchange shall have paid to Acquiror or any agent designated by it any transfer or other Taxes required by reason of the payment of Merger Consideration in any name other than that of the registered holder of the Converting Instrument surrendered, or established to the satisfaction of Acquiror or any agent designated by it that such Tax has been paid or is not payable.

(c) No Liability. Notwithstanding anything to the contrary in this Section 1.9, none of the Surviving Corporation or any Party shall be liable to any Person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(d) Unclaimed Consideration. Each holder of a Converting Instrument who has not complied with the exchange procedures set forth in and contemplated by Section 1.9(a) shall look only to the Surviving Corporation (subject to abandoned property, escheat and similar laws) for its claim, only as a general unsecured creditor thereof, to the Merger Consideration issuable pursuant to Section 1.8(b). Notwithstanding anything to the contrary contained in this Agreement, if any Converting Instrument has not been surrendered prior to the earlier of the first anniversary of the Closing Date or such date on which the Merger Consideration contemplated by Section 1.8 in respect of such Converting Instrument would otherwise escheat to or become the property of any Governmental Entity, any amounts payable in respect of such Converting Instrument shall, to the extent permitted by Legal Requirements, become the property of Acquiror, free and clear of all claims or interests of any Person previously entitled thereto.

1.10 No Further Ownership Rights in Company Capital Stock. The Merger Consideration paid or payable following the surrender for exchange of shares of Company Capital Stock in accordance with the terms hereof shall be paid or payable in full satisfaction of all rights pertaining to such shares of Company Capital Stock and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Capital Stock which were issued and outstanding immediately prior to the Closing. If, after the Closing, any shares of Company Capital Stock is presented to the Surviving Corporation for any reason, such Converting Instrument shall be canceled and exchanged as provided in this ARTICLE 1.

1.11 Tax Consequences. The Parties intend the Merger to be a taxable sale of Company Common Stock by the Company Stockholders. Acquiror makes no representations or warranties to the Company or to any Company Stockholder regarding the Tax treatment of the Merger, or any of the Tax consequences to the Company or any Company Stockholder of this Agreement, the Merger or any of the other transactions or agreements contemplated by this Agreement. The Company acknowledges that the Company and the Company Stockholders are relying solely on their own respective Tax advisors in connection with this Agreement, the Merger and the other transactions and agreements contemplated by this Agreement.

1.12 Certain Taxes. All transfer, documentary, sales, use, stamp, registration and other Taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be paid by the applicable Company Stockholder when due, and such Company Stockholder shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees.

1.13 Withholding Rights. Acquiror and the Surviving Corporation shall be entitled to deduct and withhold from the Merger Consideration and from any other payments otherwise required pursuant to this Agreement, to any employee of the Company who becomes an employee or consultant of the Surviving Corporation or Acquiror, or any holder of any shares of Company Capital Stock, such amounts of cash as Acquiror or the Surviving Corporation is required to deduct and withhold with respect to any such deliveries and payments to the extent required under the Code or any applicable provision of state,

local, provincial or foreign Tax law, including Taxes that are not yet due and payable. To the extent that amounts are so withheld and transferred within a reasonable time to the appropriate Governmental Entity, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to such holders in respect of which such deduction and withholding was made.

1.14 Taking of Necessary Action; Further Action. If, at any time after the Closing, any further action is necessary or reasonably desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and interest in, to and under, and/or possession of, all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the Surviving Corporation are fully authorized, in the name and on behalf of the Company or otherwise, to take all lawful action necessary or reasonably desirable to accomplish such purpose or acts, so long as such action is not inconsistent with this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE COMPANY STOCKHOLDERS

Subject to the disclosures set forth in the disclosure letter of the Company delivered to Acquiror on the Closing Date (the "**Company Disclosure Letter**") (each of which disclosures, to be effective, will clearly indicate the Section and, if applicable, the Subsection of this ARTICLE 2 to which it relates (unless and only to the extent the relevance to other representations and warranties is reasonably apparent from the actual text of such disclosure), and each of which disclosures shall also be deemed to be representations and warranties made by the Company Stockholders to Acquiror under this ARTICLE 2) the Company Stockholders, severally but not jointly, represent and warrant to Acquiror as of the Closing Date as follows:

2.1 Organization and Standing. If and to the extent that such Company Stockholder is an entity, such Company Stockholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

2.2 Authority. Such Company Stockholder has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by such Company Stockholder and the consummation by such Company Stockholder of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of such Company Stockholder, and no further action is required on the part of such Company Stockholder to authorize this Agreement and the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by such Company Stockholder and, assuming the due authorization, execution and delivery by the other Parties, constitutes the valid and binding obligation of such Company Stockholder enforceable against such Company Stockholder in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

2.3 Ownership of Company Securities.

(a) Such Company Stockholder is the sole record and beneficial owner of, and has the sole right to vote (as applicable) and to dispose of, the shares of Company Capital Stock set forth next to such Company Stockholder's name in Schedule 3.2(a) (subject to, in the case of individuals, applicable community property laws, if any), and such shares of Company Capital Stock are, or as of the Closing will be, free and clear of any Encumbrance. Such shares of Company Capital Stock constitute such Company Stockholder's entire interest in the outstanding shares of the capital stock of Company and such Company Stockholder is not the beneficial or record holder of, and does not exercise voting power over,

any other outstanding shares of capital stock of Company.

(b) Such shares of Company Capital Stock have not been sold, assigned, endorsed, transferred, pledged, pawned, hypothecated, deposited under any agreement or disposed of in any manner by such Company Stockholder.

2.4 No Conflicts. The execution and delivery of this Agreement does not, and the performance by such Company Stockholder of his, her or its agreements and obligations hereunder will not, conflict with, result in a breach or violation of or default under (with or without notice or lapse of time or both), or require notice to or the consent of any Person under, any provisions of the organizational documents of such Company Stockholder (if applicable), or any agreement, commitment, law, rule, regulation, judgment, order or decree to which such Company Stockholder is a party or by which such Company Stockholder is, or any of his, her or its assets are, bound, except for such conflicts, breaches, violations or defaults that would not, individually or in the aggregate, prevent or delay consummation of the Merger or the transactions contemplated by this Agreement or otherwise prevent or delay such Company Stockholder from performing his, her or its obligations under this Agreement.

2.5 Litigation. There is no action, suit, claim, litigation, arbitration, investigation or proceeding of any nature pending, or to the actual knowledge of a Company Stockholder, threatened, against such Company Stockholder or such Company Stockholder's properties (tangible or intangible) (or, if and to the extent that such Company Stockholder is an entity, any of such Company Stockholder's officers or directors (in their capacities as such)), in each case that relates in any way to this Agreement or any of the transactions contemplated hereby.

2.6 Reliance; Opportunity to Discuss. Such Company Stockholder acknowledges and understands that the representations, warranties and covenants by such Company Stockholder set forth in this Agreement will be relied upon by Acquiror, Sub, the Company, and their respective affiliates and counsel, and that substantial losses and damages may be incurred by such Persons if such Company Stockholder's representations, warranties or covenants set forth herein and any covenants set forth in this Agreement applicable to such Company Stockholder are inaccurate or are breached.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Subject to the disclosures set forth in the Company Disclosure Letter (each of which disclosures will clearly indicate the Section and, if applicable, the Subsection of this ARTICLE 3 to which it relates (unless and only to the extent the relevance to other representations and warranties is reasonably apparent from the actual text of such disclosure), and each of which disclosures shall also be deemed to be representations and warranties made by the Company to Acquiror under this ARTICLE 3, the Company represents and warrants to Acquiror as of the Closing Date as follows:

3.1 Organization; Standing and Subsidiaries.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the corporate power to own and/or lease and operate its assets and properties and to conduct the Business and is duly qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified and in good standing, individually or in the aggregate with any such other failures, would not reasonably be expected to result in liability that is material to the Company or the Business, taken as a whole. The Company is not in violation of any of the provisions of its certificate of incorporation or bylaws.

(b) Except as set forth on Schedule 3.1(b) of the Company Disclosure Letter, the Company does not currently have, nor has it ever had (through a predecessor entity or otherwise), any Subsidiaries or any equity or ownership interest (or any interest convertible or exchangeable or exercisable for, any equity or ownership interest), whether direct or indirect, in any Person. The Company does not directly or indirectly own any equity or similar interest in, or any interest convertible or exchangeable or exercisable for, any equity or similar interest in, any Person. The Company is not obligated to make nor is it bound by any agreement or obligation to make any investment in or capital contribution in or on behalf of any other Person. There are no outstanding subscriptions, options, warrants, "put" or "call" rights, exchangeable or convertible securities or other Contracts of any character relating to the issued or unissued capital stock or other securities of Company or otherwise obligating Company to issue, transfer, sell, purchase, redeem or otherwise acquire or sell any such securities.

3.2 Capital Structure.

(a) The authorized capital stock of the Company consists solely of 12,500,000 shares of Company Common Stock and 1,781,738 shares of Company Preferred Stock. A total of 7,960,000 shares of Company Common Stock, and 1,781,738 shares of Company Preferred Stock are issued and outstanding as of the Closing Date. The Company holds no treasury shares. There are no other issued and outstanding shares of capital stock or other securities of the Company and no outstanding commitments or Contracts to issue any shares of capital stock or other securities of the Company. Schedule 3.2(a) of the Company Disclosure Letter accurately sets forth, as of the Closing Date, the name of each Person that is the registered owner of any shares of Company Common Stock or Company Preferred Stock and the number of such shares so owned by such Person. The number of such shares set forth as being so owned by such Person constitutes the entire interest of such person in the issued and outstanding capital stock or voting securities of the Company and all such shares are fully vested as of the Closing. All shares of Company Capital Stock are duly authorized, validly issued, fully paid and non-assessable and are free of any Encumbrances, preemptive rights, rights of first refusal or "put" or "call" rights created by statute, the certificate of incorporation or bylaws of the Company or any Contract to which the Company is a party or by which the Company is bound. As of the Closing, there are no Unvested Company Shares. The Company has never declared or paid any dividends on any shares of Company Capital Stock. There is no liability for dividends accrued and unpaid by the Company. The Company is not under any obligation to register under the Securities Act the Company Common Stock, Company Preferred Stock or any other securities of the Company, whether currently outstanding or that may subsequently be issued. The issued and outstanding shares of Company Capital Stock were issued in compliance with all current Legal Requirements and all requirements set forth in applicable Contracts. Other than as set forth on Schedule 3.2(a) of the Company Disclosure Letter, no Unvested Company Shares shall have their repurchase right lapse or vesting schedule accelerated in connection with the Merger or upon subsequent events.

(b) Other than as set forth on Schedule 3.2(a) of the Company Disclosure Letter, as of the Closing Date, no Person has any right to acquire any shares of Company Capital Stock or other rights to purchase or otherwise acquire or receive shares of Company Capital Stock or other securities of the Company, from the Company or, to the Knowledge of the Company, any Company Stockholder.

(c) No bonds, debentures, notes or other indebtedness of the Company (i) granting its holder the right to vote on any matters on which stockholders may vote (or which is convertible into, or exchangeable for, securities having such right) or (ii) the value of which is any way based upon or derived from capital or voting stock of the Company, is issued or outstanding as of the Closing Date (collectively, "**Company Voting Debt**").

(d) There are no options, warrants, calls, rights or Contracts of any character to which the Company is a party or by which it is bound obligating the Company to issue, deliver, sell,

acquire, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of any Company Capital Stock or other rights to purchase shares of Company Capital Stock or other securities of the Company, or any Company Voting Debt that do not terminate as of the Closing Date and survive the Merger, or obligating the Company to grant, extend, accelerate the vesting and/or repurchase rights of, change the price of, or otherwise amend or enter into any such option, warrant, call, right or Contract that do not terminate as of the Closing Date and survive the Merger. There are no Contracts relating to voting, purchase, sale or transfer of any Company Capital Stock (i) between or among the Company and any holder of Company Capital Stock, other than written contracts granting the Company the right to purchase unvested shares upon termination of employment or service, and (ii) to the Knowledge of the Company, between or among any of holder of Company Capital Stock. Other than as set forth on Schedule 3.2(a) of the Company Disclosure Letter, no Contract of any character to which the Company is a party to or by which the Company is bound relating to any rights to purchase shares of Company Capital Stock requires or otherwise provides for any accelerated vesting of any such rights in connection with the Merger or any other transaction contemplated by this Agreement or upon termination of employment or service with Company or with the Surviving Corporation or Acquiror, or any other event, whether before, upon or following the Merger or otherwise.

(e) The Closing Statement will accurately set forth, as of the Closing, the information required to be reflected in the Closing Statement pursuant to Section 5.4. As of the Closing, no other Person not disclosed in the Closing Statement will have a right to acquire any shares of Company Capital Stock from the Company or any amount of the Merger Consideration. The number of shares set forth as being owned will constitute the entire interest of the Persons listed in the Closing Statement in the issued and outstanding capital stock, voting securities or other securities of the Company. In addition, the shares of Company Capital Stock disclosed in the Closing Statement will be, as of the Closing, free and clear of any Encumbrances created by the certificate of incorporation or bylaws of the Company or any Contract to which the Company is a party or by which it is bound.

3.3 Authority; Noncontravention.

(a) Subject to approval of the Merger and adoption of this Agreement pursuant to the Company Stockholder Consent, the Company has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the Board. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) general principles of equity that restrict the availability of equitable remedies. The Board, by resolutions duly adopted (and not thereafter modified or rescinded) by the unanimous vote of the Board, has approved and adopted this Agreement and approved the Merger, determined that this Agreement and the terms and conditions of the Merger and this Agreement are advisable and in the best interests of the Company and the Company Stockholders, and directed that the adoption of this Agreement be submitted to the Company Stockholders for consideration and unanimously recommended that all of the Company Stockholders adopt this Agreement. The affirmative vote of the holders of a majority of the outstanding shares of Company Common Stock and Company Preferred Stock (voting together as a single voting class on an as-converted to Company Common Stock basis) is the only vote of the holders of Company Capital Stock necessary to adopt this Agreement and approve the Merger (the "**Company Stockholder Approval**").

(b) The execution and delivery of this Agreement by the Company does not, and the consummation of the transactions contemplated by this Agreement will not, (i) result in the creation of

any Encumbrance on any of the properties or assets of the Company or any of the shares of Company Capital Stock or (ii) conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under, or require any consent, approval or waiver from any Person pursuant to, (A) any provision of the certificate of incorporation or bylaws of the Company, in each case as amended to date, (B) any Contract of the Company or any Contract applicable to any of its properties or assets, or (C) any Legal Requirements or any of its material properties or assets (subject to obtaining the consents, filings and authorizations set forth in Schedule 3.3(b) of the Company Disclosure Letter). Schedule 3.3(b) of the Company Disclosure Letter sets forth all necessary consents, waivers and approvals of parties to any Contracts as are required thereunder in connection with the Merger, or for any such Contract to remain in full force and effect without limitation, modification or alteration after the Closing Date so as to preserve all rights of, and benefits to, the Surviving Corporation, under such Contracts from and after the Closing Date. Following the Closing Date, the Surviving Corporation will be permitted to exercise all of its rights under the Contracts without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments that the Company would otherwise be required to pay pursuant to the terms of such Contracts had the transactions contemplated by this Agreement not occurred.

(c) No consent, notice, waiver, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to the Company in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Certificate of Merger, as provided in Section 1.3(a)(x) and (ii) such other consents, notices, waivers, approvals, orders, authorizations, filings, approvals, notices and registrations which, if not obtained or made, would not be material to the Company's ability to consummate the Merger or to perform its obligations under this Agreement and would not prevent or alter or delay any of the transactions contemplated by this Agreement.

(d) The Company, its Board and the holders of Company Capital Stock have taken all actions such that the restrictive provisions of any "fair price," "moratorium," "control share acquisition," "business combination," "interested shareholder" or other similar anti-takeover statute or regulation, and any anti-takeover provision in the governing documents of the Company will not be applicable to any of the Company, Acquiror, the Surviving Corporation, or to the execution, delivery of, or performance of the transactions contemplated by this Agreement, the Company Stockholder Consent or the Stockholder Agreements, including the consummation of the Merger or any of the other transactions contemplated hereby or thereby.

3.4 Financial Statements.

(a) The Company has delivered to Acquiror its unaudited financial statements for the fiscal year ending December 31, 2016 and its unaudited financial statements for the six-month period ended June 30, 2017 (the "**June Financial Statements**") (including, in each case, only balance sheets and statements of income) (collectively, the "**Financial Statements**"), which are included as Schedule 3.4(a) of the Company Disclosure Letter. The Financial Statements: (i) are derived from and are in accordance with the books and records of the Company; and (ii) fairly present in all material respects the financial condition of the Company at the dates therein indicated and the results of operations of the Company for the periods therein specified; provided, however, that the unaudited June Financial Statements are subject to normal recurring year-end audit adjustments (which are not expected to be material either individually or in the aggregate), (iii) complied as to form with applicable accounting requirements with respect thereto as of their respective dates, and (iv) have been prepared in accordance with GAAP, in all material respects, applied on a consistent basis throughout the periods indicated and consistent with each other, except for the absence of footnotes and that the Financial Statements have been prepared in accordance

with cash-based accounting.

(b) The Company has no Indebtedness or Liabilities other than (i) those set forth or adequately provided for in the balance sheet included in the June Financial Statements (the "**Company Balance Sheet**"), (ii) those incurred in the conduct of the Business since June 30, 2017 (the "**Company Balance Sheet Date**") in the ordinary course of business, consistent with past practice, which are of the type that ordinarily recur and, individually or in the aggregate, are not material in nature or amount and do not result from any breach of Material Contract, warranty, infringement, tort or violation of Legal Requirements, and (iii) those incurred by the Company in connection with the execution of this Agreement. Except for Liabilities reflected in the Financial Statements, the Company has no off-balance sheet Liability of any nature to, or any financial interest in, any third party or entities, the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of expenses incurred by the Company. Without limiting the generality of the foregoing, the Company has never guaranteed any debt or other obligation of any Person.

3.5 Absence of Certain Changes. Except as set forth on Schedule 3.5 of the Company Disclosure Letter, between the Company Balance Sheet Date and the Closing Date, the Company has conducted the Business in the ordinary course of business consistent with past practice in all material respects and:

(a) there has not occurred a Material Adverse Effect on the Company;

(b) the Company has not made or entered into any Contract or letter of intent with respect to, or otherwise effected or agreed to effect, any acquisition, sale, license, disposition or transfer of any asset or liability of the Company other than Standard Outbound IP Agreements (as defined in Section 3.10(a)(xii)) to its customers in the ordinary course of business consistent with its past practice;

(c) except as required by GAAP, there has not occurred any change in the Company's accounting methods or practices (including any change in depreciation or amortization policies or rates or revenue recognition policies or establishment of reserves) or any revaluation of the assets of the Company;

(d) there has not occurred any declaration, setting aside, or payment of a dividend or other distribution with respect to any securities of the Company, or any direct or indirect redemption, purchase or other acquisition by the Company of any of its securities, or any change in any rights, preferences, privileges or restrictions of any of its outstanding securities;

(e) the Company has not entered into, amended, renewed or terminated any Material Contract, and there has not occurred any material default or breach under any Material Contract to which the Company is a party or by which it is, or any of its assets and properties are, bound;

(f) there has not occurred any amendment or change to the certificate of incorporation or bylaws or other equivalent organizational or governing documents of the Company;

(g) there has not occurred any material increase in or modification of the compensation or benefits payable or to become payable by the Company to any of its directors, officers, employees or consultants, any adoption or modification of any Company Employee Plans, any modification of any "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and the regulations and guidance issued thereunder, or any new loans or advances or extension of existing loans or advances to any such Persons (other than routine nonmaterial expense advances to employees of the Company consistent with past practice), and the Company has not entered into any

Contract to grant or provide (nor has granted any) severance, change of control, acceleration of vesting or other similar benefits to any such Persons;

(h) there has not occurred the execution of any Contracts or the extension of the term of any existing Contract with any Person in the employ or service of the Company;

(i) there has not occurred any change in title, office or position, or material reduction in the responsibilities of, or change in identity with respect to the management, supervisory or other key personnel of Company, any resignation or termination of any such employees, or any labor dispute or claim of unfair labor practices involving Company;

(j) the Company has not incurred, created or assumed any Encumbrance (other than a Permitted Encumbrance) on any of its assets or properties, any Liability for borrowed money or any Liability as guarantor or surety with respect to the obligations of any other Person;

(k) the Company has not paid or discharged any Encumbrance or Liability which was not shown on the Company Balance Sheet or incurred in the ordinary course of business consistent with past practice, or incurred by the Company in connection with the execution of this Agreement, since the Company Balance Sheet Date;

(l) the Company has not incurred any Liability to its directors, officers or stockholders (other than Liabilities to pay compensation or benefits in connection with services rendered in the ordinary course of business, consistent with past practice);

(m) the Company has not cancelled or waived any Liabilities owed to it in excess of $10,000;

(n) the Company has not made any deferral of the payment of any accounts payable other than in the ordinary course of business, consistent with past practice, or given any material discount, accommodation or other concession other than in the ordinary course of business, consistent with past practice, in order to accelerate or induce the collection of any receivable;

(o) there has been no material damage, destruction or loss, whether or not covered by insurance, affecting the assets, properties or the Business;

(p) the Company has not sold, disposed of, transferred or licensed to any Person any rights to any Company Intellectual Property other than pursuant to Standard Outbound IP Agreements, or has acquired or licensed from any Person any Intellectual Property other than pursuant to Standard Inbound IP Agreements or sold, disposed of, transferred or provided a copy of any Company Source Code to any Person; and

(q) there has not occurred any announcement of, any negotiation by or any entry into any Contract by the Company to do any of the things described in the preceding clauses (a) through (p) (other than negotiations and agreements with Acquiror and its Representatives regarding the transactions contemplated by this Agreement).

3.6 Litigation. There is no private or governmental action, suit, proceeding, claim, mediation, arbitration or investigation pending before any Governmental Entity (a "**Legal Proceeding**"), or, to the Knowledge of the Company, threatened against the Company or any of their respective assets or properties or any of their respective directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company), nor, to the Knowledge of the Company,

is there any reasonable basis for any such Legal Proceeding. There is no judgment, decree, injunction or order against the Company, any of their respective assets or properties, or, to the Knowledge of the Company, any of their respective directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company). To the Knowledge of the Company, there is no reasonable basis for any Person to assert a claim against the Company based upon the Company entering into this Agreement or any of the other transactions or agreements contemplated by this Agreement. The Company has no Legal Proceeding pending against any other Person.

3.7 Restrictions on Business Activities. There is no Contract, judgment, injunction, order or decree binding upon the Company which, whether before or after consummation of the Merger, prohibits, restricts or impairs any Business practice of the Company, any acquisition of property by the Company or the conduct or operation of Business or limits the freedom of the Company to engage in any line of business, to sell, license or otherwise distribute services or products in any market or geographic area, or to compete with any Person.

3.8 Compliance with Laws; Governmental Permits.

(a) The Company has complied in all material respects with, is not in material violation of, and has not received any notices of violation with respect to, any Legal Requirement with respect to the conduct of the Business, or the ownership or operation of the Business. No event has occurred, and no condition or circumstance exists, that will (with or without notice or lapse of time) constitute or result in a material violation by the Company of, or a failure on the part of the Company to materially comply with, any Legal Requirement. Neither the Company, nor any director, officer, Affiliate or employee thereof (in their capacities as such or relating to their employment, services or relationship with the Company), has given, offered, paid, promised to pay or authorized payment of any money, any gift or anything of value, with the purpose of influencing any act or decision of the recipient in his or her official capacity or inducing the recipient to use his or her influence to affect an act or decision of a government official or employee, to any (i) governmental official or employee, (ii) political party or candidate thereof, or (iii) Person while knowing that all or a portion of such money or thing of value would be given or offered to a governmental official or employee or political party or candidate thereof.

(b) The Company has obtained each material federal, state, county, local or foreign governmental consent, license, permit, grant, or other authorization of a Governmental Entity (i) pursuant to which the Company currently operates or holds any interest in any of its assets or properties or (ii) that is required for the operation of the Business or the holding of any such interest (all of the foregoing consents, licenses, permits, grants, and other authorizations, collectively, the "**Company Authorizations**"), and all of the Company Authorizations are in full force and effect. The Company has not received any notice or other communication from any Governmental Entity regarding (x) any actual or possible violation of Legal Requirements or any Company Authorization or any failure to comply with any term or requirement of any Company Authorization, or (y) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Company Authorization. None of the Company Authorizations will be terminated or impaired, or will become terminable, in whole or in part, as a result of the consummation of the transactions contemplated by this Agreement.

3.9 Title to, Condition and Sufficiency of Assets.

(a) The Company has good and valid title to all of its tangible properties and assets, and interests in tangible properties and assets, real and personal, reflected on the Company Balance Sheet or acquired after the Company Balance Sheet Date (except properties and assets, or interests in properties and assets, sold or otherwise disposed of since the Company Balance Sheet Date in the ordinary course of business consistent with past practice), or, with respect to leased properties and assets, valid leasehold

interests in such properties and assets which afford the Company valid leasehold possession of the properties and assets that are the subject of such leases, in each case, free and clear of all Encumbrances, except (i) Permitted Encumbrances incurred in the ordinary course of business consistent with past practice for obligations not past due, (ii) such imperfections of title and non-monetary Encumbrances as do not and will not detract from or interfere with the use of the properties subject thereto or affected thereby, or otherwise impair the Business operations involving such properties, and (iii) those that have otherwise arisen in the ordinary course of business consistent with past practice which do not detract from the value of the property subject thereto or impair the operations of the Company. The Company has adequate rights of ingress and egress into any Leased Real Property used in the operation of the Business.

(b) The Company does not own any real property, nor has the Company ever owned any real property. Schedule 3.9(b) of the Company Disclosure Letter sets forth a list of all real property currently leased, subleased or licensed by or from the Company or otherwise used or occupied by the Company (the "**Leased Real Property**"). The Company has made available to Acquiror true, correct and complete copies of all leases, lease guaranties, licenses, subleases, agreements for the leasing, use or occupancy of, or otherwise granting a right in or relating to the Leased Real Property, including all amendments, terminations and modifications thereof ("**Lease Agreements**"). All such Lease Agreements are in full force and effect and are valid and enforceable in accordance with their respective terms. There is not, under any Lease Agreements, any existing material default or event of default (or event which with notice or lapse of time, or both, would constitute a default) of Company, or to the Knowledge of Company, any other party thereto. The Company currently occupies all of the Leased Real Property for the operation of the Business, and there are no other parties occupying, or with a right to occupy, the Leased Real Property.

(c) The Leased Real Property does not violate any Legal Requirement relating to the Company's occupancy or use of such property. Except as set forth in Schedule 3.9(c) of the Company Disclosure Letter, the Company is not required to expend more than $2,000 in causing any Leased Real Property to comply with the surrender conditions set forth in the applicable Lease Agreement.

(d) The assets owned and/or leased by the Company as of the Closing Date are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing, constitute all of the assets necessary to conduct the Business and to otherwise enjoy full rights to exploitation of its assets and all products and services that are provided in connection with the Business, and constitute all of the assets that are used in the Business, without (A) the need for Acquiror to acquire or license any other asset, property or Intellectual Property, or (B) the breach or violation of any Contract.

3.10 Intellectual Property.

(a) As used in this Agreement, the following terms shall have the meanings indicated below:

(i) "**Intellectual Property Rights**" means any and all of the following and all rights in, arising out of, or associated therewith, throughout the world: patents, utility models, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries anywhere in the world, including invention disclosures, common law and statutory rights associated with trade secrets, confidential and proprietary information, and know how, industrial designs and any registrations and applications therefor, trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name applications

and registrations, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

(ii) "**Proprietary Information and Technology**" means any and all of the following: works of authorship, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, files, records, schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, models, tooling, prototypes, breadboards and other devices, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, proprietary and confidential ideas and information, know-how and information maintained as trade secrets, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and any and all instantiations or embodiments of the foregoing or any Intellectual Property Rights in any form and embodied in any media.

(iii) "**Intellectual Property**" means (A) Intellectual Property Rights; and (B) Proprietary Information and Technology.

(iv) "**Company-Owned Intellectual Property**" means any and all Intellectual Property that is owned or purported to be owned by the Company.

(v) "**Company Intellectual Property**" means any and all Company-Owned Intellectual Property and any and all Intellectual Property owned by a third party ("**Third Party Intellectual Property**") that is licensed by the Company.

(vi) "**Company Intellectual Property Agreements**" means any Contract to which the Company is a party or is otherwise bound and (A) pursuant to which the Company has granted any rights with respect to any Company Intellectual Property or licensed any Third Party Intellectual Property, or (B) that otherwise governs any Company Intellectual Property.

(vii) "**Company Registered Intellectual Property**" means all United States, international and foreign: (A) patents and patent applications (including provisional applications); (B) registered trademarks or service marks, applications to register trademarks or service marks, intent-to-use applications, or other registrations or applications related to trademarks or service marks; (C) registered Internet domain names; (D) registered copyrights and applications for copyright registration; and (E) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any governmental authority owned by, registered or filed in the name of, the Company.

(viii) "**Company Websites**" means all web sites owned, operated or hosted by the Company or through which the Company conducts the Business, and the underlying platforms for such web sites.

(ix) "**Data Protection Legislation**" means all Legal Requirements and legislation worldwide, in all jurisdictions, relating to data protection and to the recording, interception and monitoring of communications and privacy.

(x) "**Personal Data**" means a natural Person's name, street address, telephone number, e-mail address, photograph, social security number, driver's license number, passport number or customer or account number, or any other piece of information that allows the identification of a natural Person or is otherwise considered personally identifiable information or personal data under Legal Requirements.

(xi) "**Standard Inbound IP Agreements**" means (A) non-disclosure agreements or agreements granting to the Company a limited right to use a third party's confidential information entered into by the Company in the ordinary course of business consistent with past practice (each a "**Standard NDA**"), and (B) "shrink wrap" and similar generally available commercial end-user licenses to software that is not redistributed with nor used in the development or provision of the Company Products and that have an individual acquisition cost of $5,000 or less.

(xii) "**Standard Outbound IP Agreements**" means (A) Standard NDAs, and (B) non-exclusive end-user licenses of Company Products granted by the Company in the ordinary course of business consistent with past practice.

(xiii) "**Company Products**" means all products or services produced, marketed, licensed, sold, distributed or performed by or on behalf of the Company and all products or services currently under development by the Company, including, without limitation, Titan World.

(xiv) "**Titan World**" means the mobile game currently titled Titan World.

(xv) "**Company Source Code**" means, collectively, any software source code or confidential manufacturing specifications or designs, any material portion or aspect of software source code or confidential manufacturing specifications or designs, or any material proprietary information or algorithm contained in or relating to any software source code or confidential manufacturing specifications or designs, of any Company-Owned Intellectual Property or Company Products.

(b) The Company owns or has the valid right or license to use and, to the extent that it does any of the following, to develop, make, have made, offer for sale, sell, import, copy, modify, create derivative works of, distribute, license, and dispose of, all Intellectual Property used in, necessary to or that would be infringed by the conduct of the Business. The Company Intellectual Property exclusively related to Titan World is sufficient for the development of Titan World.

(c) The Company has not transferred ownership of, or agreed to transfer ownership of, any Intellectual Property related to the Company Products to any third party. With respect to Titan World only, the Company has not permitted the Company's rights in any Intellectual Property related to Titan World that is or was Company-Owned Intellectual Property to enter the public domain or, with respect to any Intellectual Property Rights for which the Company has submitted an application or obtained a registration, lapse (other than through the expiration of registered Intellectual Property at the end of its maximum statutory term).

(d) With respect to Titan World only, the Company owns and has good and exclusive title to each item of Company-Owned Intellectual Property related to Titan World free and clear of any Encumbrances (other than Permitted Encumbrances and Standard Outbound IP Agreements). With respect to Titan World only, after the Closing, subject to Permitted Encumbrances and Standard Outbound IP Agreements, all Company-Owned Intellectual Property related to Titan World will be fully transferable, alienable, or licensable by the Surviving Corporation without restriction and without payment of any kind to any third party. With respect to Titan World only, the right, license and interest of the Company in and to all Third Party Intellectual Property related to Titan World are free and clear of all

Encumbrances (excluding restrictions contained in the applicable written license agreements with such third parties and Permitted Encumbrances).

(e) Schedule 3.10(e) of the Company Disclosure Letter lists all Third Party Intellectual Property related to Titan World, but excluding Open Source Materials, that is incorporated into, integrated into, or bundled with Titan World and identifies the applicable Contract under which such Third Party Intellectual Property is licensed to the Company.

(f) Schedule 3.10(f) of the Company Disclosure Letter lists (i) all Company Registered Intellectual Property related to Titan World including the jurisdictions in which each such item of Intellectual Property has been issued or registered or in which any application for such issuance and registration has been filed, or in which any other filing or recordation has been made; (ii) all actions required to be taken by Company within 120 days of the Closing Date with respect to any such Company Registered Intellectual Property in order to avoid prejudice to, impairment or abandonment of such Company Registered Intellectual Property; and (iii) any proceedings or actions before any court or tribunal anywhere in the world related to any such Company Registered Intellectual Property.

(g) With respect to Titan World only, each item of Company Registered Intellectual Property related to Titan World is valid and subsisting (or in the case of applications, applied for), all registration, maintenance and renewal fees currently due in connection with such Company Registered Intellectual Property have been paid and all documents, recordations and certificates in connection with such Company Registered Intellectual Property currently required to be filed have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting, maintaining and perfecting such Company Registered Intellectual Property and recording the Company's ownership interests therein. Without limiting the foregoing, the Company has complied with the duty of candor and disclosure to the United States Patent and Trademark Office ("**PTO**") and any relevant foreign patent office with respect to all patent applications filed by or on behalf of the Company (the "**Patent Applications**") and have made no material misrepresentation in the Patent Applications. The Company is not aware of any information (i) material to a determination of patentability regarding the Patent Applications not called to the attention of the PTO, (ii) not called to the attention of the PTO that would preclude the grant of a patent for the Patent Applications, or (iii) that would preclude the Company from having clear title to the Patent Applications and to the patents which have issued or which may issue therefrom. All printed publications and patent references material to the patentability of the inventions claimed in the Patent Applications have been disclosed to those patent offices so requiring.

(h) With respect to the Company Intellectual Property Agreements related to Titan World only:

(i) The Company is not, nor shall be as a result of the execution and delivery or effectiveness of this Agreement or the performance of the Company's obligations under this Agreement, in breach of any Company Intellectual Property Agreement related to Titan World and the consummation of the transactions contemplated by this Agreement will not result in the modification, cancellation, termination, suspension of, or acceleration of any payments with respect to any Company Intellectual Property Agreement related to Titan World, or give any non-Company party to any Company Intellectual Property Agreement related to Titan World the right to do any of the foregoing.

(ii) Following the Closing, the Surviving Corporation (as wholly owned by Acquiror) will be permitted to exercise all of the Company's rights under the Company Intellectual Property Agreements related to Titan World to the same extent the Company would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional

amounts or consideration other than ongoing fees, royalties or payments which the Company would otherwise be required to pay.

(iii) None of the Company Intellectual Property Agreements related to Titan World grants any third party exclusive rights to or under any Company-Owned Intellectual Property related to Titan World, including, but not limited to, any field of use or in any geographic area.

(iv) None of the Company Intellectual Property Agreements related to Titan World grants any third party the right to sublicense any Company Intellectual Property related to Titan World.

(v) Other than as set forth on Schedule 3.16 of the Company Disclosure Letter, there are no disputes regarding the scope of any Company Intellectual Property Agreements related to Titan World, or performance under any Company Intellectual Property Agreements related to Titan World including with respect to any payments to be made or received by the Company thereunder.

(vi) No Company Intellectual Property Agreement related to Titan World requires the Company to include any Third Party Intellectual Property in Titan World or obtain any Person's approval of Titan World at any stage of development, licensing, distribution or sale of Titan World.

(vii) The Company has obtained valid, written, perpetual, non terminable (other than for cause) licenses (sufficient for the conduct of the Business) to all Third Party Intellectual Property that is incorporated into, integrated or bundled by the Company with Titan World.

(viii) No third party that has licensed Intellectual Property related to Titan World to the Company has ownership or license rights to improvements or derivative works of such Third Party Intellectual Property that are made by the Company.

(i) Neither this Agreement, the transactions contemplated by this Agreement, or the assignment to Acquiror and/or the Surviving Corporation by operation of law or otherwise of any Contracts to which the Company is a party, will result in: (i) Acquiror or any of its Affiliates granting to any third party any right to or with respect to any Intellectual Property owned by or licensed to Acquiror or any of its Affiliates, (ii) Acquiror or any of its Affiliates being bound by or subject to any exclusivity obligations, non-compete or other restrictions on the operation or scope of their respective businesses, or (iii) Acquiror or the Surviving Corporation being obligated to pay any royalties or other material amounts to any third party in excess of those payable by any of them, respectively, in the absence of this Agreement or the transactions contemplated hereby.

(j) There are no royalties, honoraria, fees or other payments payable by the Company to any Person (other than salaries payable to employees, consultants and independent contractors not contingent on or related to use of their work product) as a result of the ownership, use, possession, license-in, license-out, sale, marketing, advertising or disposition of any Company Intellectual Property.

(k) With respect to Titan World only, to the Knowledge of the Company, there is no unauthorized use, unauthorized disclosure, infringement or misappropriation of any Company-Owned Intellectual Property related to Titan World by any third party. The Company has not brought any Legal Proceeding for infringement or misappropriation of any Intellectual Property Right related to Titan World or breach of any Company Intellectual Property Agreement related to Titan World.

(l) The Company has not been sued in any suit, action or proceeding (or received any written notice or, to the Knowledge of the Company, threat) which involves a claim of infringement or misappropriation of any Intellectual Property Right of any third party or which contests the validity, ownership or right of the Company to exercise any Intellectual Property Right. The Company has not received any written communication that involves an offer to license or grant any other rights or immunities under any Intellectual Property Right of a third party.

(m) The Company is not infringing, misappropriating or violating and have not infringed, misappropriated or violated the Intellectual Property Rights of any third party. In addition, the operation of the Business, including (i) the design, development, manufacturing, reproduction, branding, marketing, advertising, promotion, licensing, sale, offer for sale, importation, distribution, provision and/or use of any Company Product and (ii) the Company's use of any product, device or process used in the Business has not infringed, misappropriated, or violated, does not and will not infringe, misappropriate, or violate the Intellectual Property of any third party, and does not constitute unfair competition or unfair trade practices under the laws of any jurisdiction and there is no substantial basis for a claim that the design, development, manufacturing, reproduction, marketing, licensing, sale, offer for sale, importation, distribution, provision and/or use of any Company Product or the operation of the Business is infringing, misappropriating, or violating, or has infringed, misappropriated, or violated, any Intellectual Property Right of a third party. No Company Product or information or material published or distributed by the Company or conduct or statement of the Company constitutes obscene material, a defamatory statement or material false advertising.

(n) No Company-Owned Intellectual Property related to Titan World or Titan World is subject to any proceeding, outstanding decree, order, judgment, settlement agreement, stipulation, or "march in" right that restricts in any manner the use, transfer, or licensing thereof by the Company, or which may affect the validity, use or enforceability of any such Company-Owned Intellectual Property.

(o) The Company has not received any opinion of counsel that any Company Product or the operation of the Business does or does not infringe, misappropriate, or violate any Intellectual Property Right of a third party or that any Intellectual Property Right of a third party is invalid or unenforceable.

(p) The Company has secured from all consultants, employees and independent contractors and any other Person who independently or jointly contributed to or participated in the conception, reduction to practice, creation or development of Titan World (each, an "**Author**") unencumbered and unrestricted exclusive ownership of all of each such Author's Intellectual Property in such contribution and has obtained a waiver from each such Author of any non-assignable rights. No such Author has retained any rights, licenses, claims or interest related to Titan World developed by such Author for the Company. Without limiting the foregoing, the Company has obtained written and enforceable proprietary information and invention disclosure and Intellectual Property assignments from all current and former Authors.

(q) All rights in, to and under all Intellectual Property used in Titan World that was created or obtained by the Company's founders for or on behalf of or in contemplation of the Company (i) prior to the inception of the Company or (ii) prior to their commencement of employment with the Company have been duly and validly assigned to the Company, and the Company has no Knowledge that any such Person is unwilling to provide the Company, the Surviving Corporation or Acquiror with such cooperation as may reasonably be required to complete and prosecute all appropriate U.S. and foreign patent and copyright filings related thereto without payment of any new or additional consideration therefor.

(r) No current or former employee, consultant or independent contractor of the Company: (i) is in violation of any term or covenant of any Contract relating to employment, invention disclosure (including patent disclosure), invention assignment, non-disclosure or any other Contract with any other party by virtue of such employee's, consultant's or independent contractor's being employed by, or performing services for, the Company or using trade secrets or proprietary information of others without permission; or (ii) has developed any technology, software or other copyrightable, patentable or otherwise proprietary work for the Company that is subject to any agreement under which such employee, consultant or independent contractor has assigned or otherwise granted to any third party any rights (including Intellectual Property Rights) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work.

(s) The employment of any employee of the Company or the use by the Company of the services of any consultant or independent contractor does not subject the Company to any Liability to any third party for improperly soliciting such employee, consultant or independent contractor to work for the Company, whether such Liability is based on contractual or other legal obligations to such third party.

(t) The Company has taken commercially reasonable steps to protect and preserve the confidentiality of all confidential or non-public information of the Company or provided by any third party to the Company ("**Confidential Information**"). All current and former employees and contractors of the Company and any third party having access to Confidential Information have executed and delivered to the Company a written, legally binding agreement regarding the protection of such Confidential Information.

(u) Schedule 3.10(u) of the Company Disclosure Letter lists all software or other material that is distributed as "free software", "open source software" or under similar licensing or distribution terms (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), the Apache License, and any license identified as an open source license by the Open Source Initiative (www.opensource.org) and that is used by Company in Titan World (or for the development of any Company Product) ("**Open Source Materials**"). Company is in compliance with the terms and conditions of all licenses for the Open Source Materials.

(v) Other than as set forth in Schedule 3.10(v) of the Company Disclosure Letter, the Company has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, Titan World; (ii) distributed Open Source Materials in conjunction with Titan World; or (iii) used Open Source Materials, in such a way that, with respect to (i), (ii), or (iii), creates, or purports to create obligations for the Company related to Titan World or grant, or purport to grant, to any third party, any rights or immunities under any Intellectual Property Rights related to Titan World (including using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other software incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

(w) The software included in Titan World: (i) is free from Known material defects or deficiencies and operating defects, other than as set forth in Schedule 3.10(w); and (ii) does not contain any disabling mechanisms or protection features which are designed to materially disrupt, disable, harm or otherwise impede in any manner the operation of, or provide unauthorized access to, a computer system or network or other device on which Company Product software is stored or installed or damage or destroy any data or file without the user's consent.

(x) Schedule 3.10(x) of the Company Disclosure Letter lists all material bugs, errors and defects in Titan World that both (i) are Known to the Company; and (ii) have not been resolved. Subject to the foregoing, Titan World conforms to applicable contractual commitments, express and implied warranties (to the extent not subject to legally effective express exclusions thereof), and conforms to packaging, advertising and marketing materials and to applicable product or service specifications or documentation. The Company has no Liability (and, to the Knowledge of the Company, there is no legitimate basis for any present or future Legal Proceeding against the Company giving rise to any Liability relating to the foregoing Contracts) for replacement or repair thereof or other damages in connection therewith in excess of any reserves therefor reflected on the Company Balance Sheet.

(y) No (i) government funding; (ii) facilities or resources of a university, college, other educational institution or research center; or (iii) funding from any Person (other than funds received in consideration for Company Capital Stock) was used in the development of the Company-Owned Intellectual Property. No Governmental Entity, university, college, other educational institution or research center has any claim or right in or to any Company-Owned Intellectual Property. To the Knowledge of the Company, no current or former employee, consultant or independent contractor of the Company, who was involved in, or who contributed to, the creation or development of any Company-Owned Intellectual Property, has performed services for any government, university, college or other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for the Company.

(z) Neither the Company, nor, to the Knowledge of the Company, any other Person then acting on its behalf has disclosed, delivered or licensed to any Person, agreed or obligated itself to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any Company Source Code (other than providing Authors access to Company Source Code on a "need to know" basis from the premises of the Company).

(aa) No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by the Company or any Person then acting on their behalf to any Person of any Company Source Code. Without limiting the previous sentence, neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will result in release from escrow or other delivery to a third party of any Company Source Code.

(bb) The Company is not now and never has been a member or promoter of, or a contributor to, any industry standards body or any similar organization that could reasonably be expected to require or obligate the Company to grant or offer to any other Person any license or right to any Company-Owned Intellectual Property. In addition, if any Company-Owned Intellectual Property were acquired from a Person other than an employee of or contractor to Company, then such Person is not now nor has ever been a member or promoter of, or a contributor to, any industry standards body or any similar organization that could reasonably be expected to have required or obligated such Person to grant or offer to any other Person any license or right to such Intellectual Property. The Company does not have a present obligation (and there is no substantial basis to expect that there will be a future obligation) to grant or offer to any other Person any license or right to any Company-Owned Intellectual Property by virtue of Company's or any other Person's membership in, promotion of, or contributions to any industry standards body or any similar organization.

(cc) Privacy and Personal Data.

(i) The Company has complied in all material respects with all Legal Requirements and with their internal privacy policies relating to the use, collection, storage, disclosure

and transfer of any Personal Data collected by the Company or by third parties having authorized access to the records of the Company. The execution, delivery and performance of this Agreement by the Company will comply in all material respects with Data Protection Legislation and with the Company's privacy policies. The appropriate standard terms and conditions and (where applicable) privacy policy of the Company from time to time, copies of which have been made available to Acquiror, are properly incorporated into any transaction conducted over the Internet by the Company and govern access to and use of any Company Web Site.

(ii) No material breach or violation of any of the Company's security policies by the Company has occurred or, to the Knowledge of the Company, is threatened, and, to the Knowledge of the Company, there has been no unauthorized or illegal use of or access to any of the data or information in any electronic or other database containing (in whole or in part) Personal Data maintained by or for the Company at any time. In respect of all and any Personal Data processed by the Company, the Company: (A) has made all necessary registrations and notifications of its particulars in accordance with the Data Protection Legislation, (B) supplied accurate and complete details to the information commissioner in relation to each application for registration or notification, (C) materially complied with the Data Protection Legislation and the guidance notes and guidelines issued by the information commissioner, (D) has co-operated fully in complying with any subject access requests made pursuant to the Data Protection Legislation, (E) has not received and have not had served on it any notice or communication of any kind pursuant to any part of the Data Protection Legislation and (F) has not received any communication, notice or allegation from any Person (including any data protection regulator, any data subject or any data controller) alleging breach of any Data Protection Legislation or complaining about the Company's use of Personal Data.

3.11 Taxes.

(a) The Company has properly completed and timely filed all income and other material Tax Returns ("**Company Tax Returns**") required to be filed by it, and has timely paid all Taxes owed by the Company (whether or not shown on any Company Tax Return). All Company Tax Returns were complete and accurate in all material respects and have been prepared in compliance in all material respects with all current Legal Requirements. The Company has made available to Acquiror true and correct copies of all Company Tax Returns, examination reports, and statements of deficiencies, adjustments and proposed deficiencies and adjustments in respect of the Company.

(b) The Company Balance Sheet reflects all Liabilities for unpaid Taxes of the Company for periods (or portions of periods) through the Company Balance Sheet Date. The Company has no Liability for unpaid Taxes accruing after the Company Balance Sheet Date except for Taxes arising in the ordinary course of business consistent with past practice subsequent to the Company Balance Sheet Date.

(c) There is (i) no written claim for Taxes being asserted against the Company that has resulted in a lien against the property of the Company other than liens for Taxes not yet due and payable, (ii) no audit or, to the Knowledge of the Company, pending audit of, or Tax controversy associated with, any Company Tax Return being conducted by a Tax Authority, (iii) to the Knowledge of the Company, no extension of any statute of limitations on the assessment of any Taxes granted by the Company currently in effect, and (iv) no written agreement to any extension of time for filing any Company Tax Return which has not been filed. No written claim has ever been made by any Governmental Entity in a jurisdiction where the Company does not file Company Tax Returns that the Company is or may be subject to taxation by that jurisdiction.

(d) The Company has not been or will be required to include any adjustment in

Taxable income for any Tax period (or portion thereof) pursuant to Section 481 or 263A of the Code or any comparable provision under state, local or foreign Tax laws as a result of transactions, events or accounting methods employed prior to the Merger.

(e) The Company is not a party to or bound by any Tax sharing, Tax indemnity, or Tax allocation agreement, other than commercial Contracts entered into with third parties in the ordinary course of business consistent with past practice not primarily related to Taxes, nor does the Company have any Liability or potential Liability to another party under any such agreement.

(f) The Company has disclosed on its Tax Returns any Tax reporting position taken in any Tax Return which could result in the imposition of penalties under Section 6662 of the Code or any comparable provisions of state, local or foreign law.

(g) The Company has not consummated or participated in, is not currently participating in any transaction which was or is a "Tax shelter" transaction as defined in Sections 6662 or 6111 of the Code or the Treasury Regulations promulgated thereunder. The Company has not participated in, and is not currently participating in, a "Listed Transaction" or a "Reportable Transaction" within the meaning of Section 6707A(c) of the Code or Treasury Regulation Section 1.6011-4(b), or any transaction requiring disclosure under a corresponding or similar provision of state, local, or foreign law.

(h) Neither the Company nor any predecessor of the Company has ever been a member of a consolidated, combined, unitary or aggregate group of which the Company or any predecessor of the Company was not the ultimate parent corporation.

(i) The Company will not be required to include in income, or exclude any item of deduction from, Taxable income for any Taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a Taxable period ending on or prior to the Closing Date; (ii) "closing agreement" described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or foreign Tax law) executed on or prior to the Closing Date; (iii) intercompany transactions (including any intercompany transaction subject to section 367 or 482 of the Code or any corresponding or similar provision of state, local, or foreign Tax law) with respect to a transaction occurring on or prior to the Closing Date; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; or (v) prepaid amount received on or prior to the Closing Date.

(j) The Company has not incurred a dual consolidated loss within the meaning of Section 1503 of the Code.

(k) The Company has not received any private letter ruling from the IRS (or any comparable Tax ruling from any other Governmental Entity).

(l) The Company is not a party to any joint venture, partnership or other Contract or arrangement that could be treated as a partnership for U.S. federal income Tax purposes.

(m) The Company is not subject to income or other material Tax in any jurisdiction other than its country of incorporation, organization or formation by virtue of having employees, a permanent establishment (within the meaning of an applicable Tax treaty) or any other place of business in such jurisdiction.

(n) The Company has not constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for Tax free treatment under Section 355 of the Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could

otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the Merger.

(o) The Company has complied (and until the Closing will comply) in all material respects with all applicable Legal Requirements and relating to the payment, reporting and withholding of Taxes (including withholding of Taxes pursuant to Sections 1441, 1442, 1445, and 1446 of the Code or similar provisions under any foreign law), has, within the time and in the manner prescribed by law, withheld from employee wages or consulting compensation and paid over to the proper Governmental Authorities (or is properly holding for such timely payment) all amounts required to be so withheld and paid over under all applicable Legal Requirements, including federal and state income Taxes, Federal Insurance Contribution Act, Medicare, Federal Unemployment Tax Act, relevant state income and employment Tax withholding laws, and has timely filed all required withholding Tax Returns, for all periods through and including the Closing Date.

(p) The Company does not own any interest in any controlled foreign corporation (as defined in Section 957 of the Code), passive foreign investment company (as defined in Section 1297 of the Code), or other entity the income of which is required to be included in the income of the owner.

(q) The Company is in compliance with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology of the Company.

(r) There is no agreement, plan, arrangement or other Contract covering any current or former employee or other service provider of the Company or ERISA Affiliate (as defined below), considered individually or considered collectively with any other such agreements, plans, arrangements or other Contracts, will, or could reasonably be expected to, as a result of the transactions contemplated hereby (whether alone or upon the occurrence of any additional or subsequent events), give rise directly or indirectly to the payment of any amount that could reasonably be expected to be or characterized as a "parachute payment" within the meaning of Section 280G of the Code (or any corresponding or similar provision of state, local or foreign Tax law).

(s) Schedule 3.11(s) to the Company Disclosure Letter lists all "nonqualified deferred compensation plans" (within the meaning of Section 409A of the Code) to which the Company is a party. Each such nonqualified deferred compensation plan to which the Company is a party complies with the requirements of Section 409A(a) and the regulations thereunder by its terms and has been operated in accordance with such requirements. No event has occurred that would be treated by Section 409A(b) as a transfer of property for purposes of Section 83 of the Code.

3.12 Employee Benefit Plans and Employee Matters.

(a) Schedule 3.12(a) of the Company Disclosure Letter lists, with respect to the Company and any trade or business (whether or not incorporated) which is treated as a single employer with the Company (an "**ERISA Affiliate**") within the meaning of Section 414(b), (c), (m) or (o) of the Code, (i) all "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (ii) each loan to an employee, (iii) all stock option, stock purchase, phantom stock, stock appreciation right, supplemental retirement, severance, sabbatical, medical, dental, vision care, disability, employee relocation, cafeteria benefit (Section 125 of the Code), dependent care (Section 129 of the Code), life insurance or accident insurance plans, programs or arrangements, (iv) all bonus, pension, profit sharing, savings, severance, retirement, deferred compensation or incentive plans, programs or arrangements, (v) all other fringe or employee benefit plans, programs or arrangements that apply to senior management and that do not generally apply to all

employees, and (vi) all employment or executive compensation or severance agreements, written or otherwise, as to which unsatisfied obligations of the Company remain for the benefit of, or relating to, any present or former employee, consultant or non-employee director of the Company (all of the foregoing described in clauses (i) through (vi), collectively, the "**Company Employee Plans**").

(b) The Company does not sponsor or maintain any self-funded Company Employee Plan, including any plan to which a stop-loss policy applies. No Company Employee Plan is subject to ERISA or ERISA reporting requirements. No Company Employee Plan is intended to be qualified under Section 401(a) of the Code The Company has provided to Acquiror a copy of each of the Company Employee Plans and related plan documents (including trust documents, insurance policies or Contracts, employee booklets, summary plan descriptions and other authorizing documents, and any material employee communications relating thereto). All individuals who, pursuant to the terms of any Company Employee Plan, are entitled to participate in any Company Employee Plan, are currently participating in such Company Employee Plan or have been offered an opportunity to do so and have declined in writing.

(c) None of the Company Employee Plans promises or provides retiree medical or other retiree welfare benefits to any person other than as required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") or similar state law. There has been no "prohibited transaction" (within the meaning of Section 406 of ERISA and Section 4975 of the Code and not otherwise exempt under Section 408 of ERISA and regulatory guidance thereunder) with respect to any Company Employee Plan. Each Company Employee Plan complies, in both form and operation, in all material respects, with its terms and with all applicable Legal Requirements, and no condition exists or event has occurred with respect to any such plan which would result in the incurrence by the Company or Acquirer of any liability, fine or penalty Each Company Employee Plan can be amended, terminated or otherwise discontinued after the Effective Time in accordance with its terms, without Liability to Acquiror, the Surviving Corporation and/or any Subsidiary (other than ordinary administrative expenses typically incurred in a termination event). No Legal Proceeding has been brought, or to the Knowledge of the Company, is threatened, against or with respect to any such Company Employee Plan, including any audit or inquiry by the Internal Revenue Service or United States Department of Labor. Other than claims by employees for benefits received in the ordinary course under the Company Employee Plans, there are no Liabilities, by or on behalf of any of the employees or any beneficiary of such individuals, pending or, to the Knowledge of the Company, threatened against the Company with respect to the Company Employee Plans.

(d) With respect to each Company Employee Plan, the Company has materially complied with (i) the applicable health care continuation and notice provisions of COBRA and the regulations (including proposed regulations) thereunder, (ii) the applicable requirements of the Family Medical and Leave Act of 1993 and the regulations (including proposed regulations) thereunder, (iii) the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and the regulations (including proposed regulations) thereunder, (iv) the applicable requirements of the Americans with Disabilities Act of 1990, as amended and the regulations (including proposed regulations) thereunder, (v) the Age Discrimination in Employment Act of 1967, as amended, and (vi) the applicable requirements of the Women's Health and Cancer Rights Act of 1998 and the regulations (including proposed regulations) thereunder.

(e) There has been no amendment to, written interpretation or announcement (whether or not written) by the Company, or ERISA Affiliate relating to, or change in participation or coverage under, any Company Employee Plan which would materially increase the expense of maintaining such Company Employee Plan above the level of expense incurred with respect to such Company Employee Plan for the most recent fiscal year included in the Financial Statements. There has been no plan or commitment, whether legally binding or not, to create any additional Company Employee

Plans or to change or terminate any existing Company Employee Plans.

(f) Neither the Company nor or current or former ERISA Affiliate currently maintains, sponsors, participates in or contributes to, or has ever maintained, established, sponsored, participated in, or contributed to, any pension plan (within the meaning of Section 3(2) of ERISA) which is subject to Part 3 of Subtitle B of Title I of ERISA, Title IV of ERISA or Section 412 of the Code.

(g) Neither the Company nor any ERISA Affiliate is a party to, or has made any contribution to or otherwise incurred any obligation under, any "multiemployer plan" as such term is defined in Section 3(37) of ERISA or any "multiple employer plan" as such term is defined in Section 413(c) of the Code.

(h) The Company does not, nor has it ever, contributed to, sponsored or maintained any compensation and benefit plan under the law or applicable custom or rule of a jurisdiction outside of the United States.

(i) No employee or independent contractor of the Company is not fully available to perform work because of disability or other leave.

(j) Except as otherwise contemplated by this Agreement, none of the execution and delivery of this Agreement, the consummation of the Merger or any other transaction contemplated by this Agreement or any termination of employment or service or any other event in connection therewith or subsequent thereto will, individually or together or with the occurrence of some other event, (i) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any Person, (ii) materially increase or otherwise enhance any benefits otherwise payable by the Company, (iii) result in the acceleration of the time of payment or vesting of any such benefits, except as required under Section 411(d)(3) of the Code (and, for the avoidance of doubt, with respect to any Company Capital Stock set forth on set forth on Schedule 3.2(a) of the Company Disclosure Letter), (iv) increase the amount of compensation due to any Person, or (v) result in the forgiveness in whole or in part of any outstanding loans made by the Company to any Person.

(k) The Company is in compliance in all material respects with all current Legal Requirements respecting employment, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act, and is not engaged in any unfair labor practice. The Company has withheld all amounts required by Legal Requirements or by agreement to be withheld from the wages, salaries, and other payments to employees; and is not liable for any material arrears of wages, compensation, Taxes, penalties or other sums for failure to comply with any of the foregoing. The Company has paid in full to all employees, independent contractors and consultants all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees, independent contractors and consultants as of the Closing Date. The Company is not liable for any material payment to any trust or other fund or to any Governmental Entity, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the ordinary course of business consistent with past practice). There are no pending claims against the Company under any workers compensation plan or policy or for long term disability. The Company has no obligations under COBRA with respect to any former employees or qualifying beneficiaries thereunder, except for obligations that are not material in amount. There are no controversies pending or, to the Knowledge of the Company, threatened, between the Company and any of their respective employees, which controversies have or would reasonably be expected to result in a Legal Proceeding.

(l) Schedule 3.12(l) of the Company Disclosure Letter sets forth a true and correct list as of the Closing Date of all severance Contracts and employment Contracts to which the Company is a party or by which the Company is bound. The Company has no obligation to pay any amount or provide any benefit to any former employee or officer, other than obligations (i) for which Company has established a reserve for such amount on the Company Balance Sheet and (ii) pursuant to Contracts entered into after the Company Balance Sheet Date and disclosed on Schedule 3.12(l) of the Company Disclosure Letter. The Company is not a party to or bound by any collective bargaining agreement or other labor union Contract, no collective bargaining agreement is being negotiated by the Company and the Company has no duty to bargain with any labor organization. There is no pending demand for recognition or any other request or demand from a labor organization for representative status with respect to any Person employed by the Company. To the Knowledge of the Company, there are no activities or proceedings of any labor union or to organize their respective employees. There is no labor dispute, strike or work stoppage against the Company pending or, to the Knowledge of the Company, threatened which may interfere with the Business. Neither the Company, nor to the Knowledge of the Company, any of its respective Representatives has committed any unfair labor practice in connection with the operation of the Business, and there is no charge or complaint against the Company by the National Labor Relations Board or any comparable Governmental Entity pending or, to the Knowledge of the Company, threatened. Other than as set forth on Schedule 3.12(l) of the Company Disclosure Letter, no employee of the Company has been dismissed in the 12 months prior to the Closing Date.

(m) To the Knowledge of the Company, no employee of the Company is in material violation of any term of any employment agreement, non-competition agreement, or any restrictive covenant to a former employer relating to the right of any such employee to be employed by the Company because of the nature of the Business or to the use of trade secrets or proprietary information of others. Except as set forth on Schedule 3.12(m) of the Company Disclosure Letter, no key employee of the Company has given notice to the Company, nor does the Company have any Knowledge, that any such key employee intends to terminate his or her employment with the Company. The employment of each of the employees of the Company is "at will" (except for non-U.S. employees of the Company located in a jurisdiction that does not recognize the "at will" employment concept) and the Company does not have any obligation to provide any particular form or period of notice prior to terminating the employment of any of their respective employees, except as set forth on Schedule 3.12(m) of the Company Disclosure Letter. The Company has not, and to the Knowledge of Company, no other Person has, (i) entered into any Contract that obligates or purports to obligate Acquiror to make an offer of employment to any present or former employee or consultant of the Company and/or (ii) promised or otherwise provided any assurances (contingent or otherwise) to any present or former employee or consultant of the Company of any terms or conditions of employment with Acquiror following the Closing Date.

(n) Schedule 3.12(n) of the Company Disclosure Letter sets forth the names, positions and current base salary or hourly wage rate (as applicable) of all officers, directors, and employees of the Company.

(o) The Company has made available to Acquiror a true and correct list of all of its consultants, advisory board members and independent contractors and for each the initial date of the engagement, the cash compensation and other material terms of the engagement and whether the engagement has been terminated by written notice by either party.

(p) The Company has made available to Acquiror true and correct copies of each of the following: all forms of offer letters; all forms of employment agreements and severance agreements; all forms of services agreements and agreements with current and former consultants and/or advisory board members; all forms of confidentiality, non-competition or inventions agreements between current and former employees/consultants and the Company (and a true and correct list of employees, consultants

and/or others not subject thereto); the most current management organization chart(s); all agreements and/or insurance policies providing for the indemnification of any officers or directors of the Company; and a schedule of bonus commitments made to employees of the Company.

(q) There are no performance improvement or disciplinary actions contemplated or pending against any of the Company's current employees.

3.13 Interested Party Transactions. Except as set forth on Schedule 3.13 of the Company Disclosure Letter, none of the officers and directors of the Company and to the Knowledge of the Company, none of the employees or stockholders of the Company, nor any immediate family member of an officer, director, employee or stockholder of the Company, (a) has any direct or indirect ownership, participation, royalty or other interest in, or is an officer, director, employee of or consultant or contractor for any firm, partnership, entity or corporation that competes with, or does business with, or has any contractual arrangement with, the Company (except with respect to any interest in less than 5% of the stock of any corporation whose stock is publicly traded); (b) is a party to or otherwise directly or indirectly interested in any Contract to which the Company is a party or by which the Company or any of its assets or properties may be bound or affected, except for normal compensation for services as an officer, director or employee thereof; or (c) has any interest in any property, real or personal, tangible or intangible (including any Intellectual Property) that is used in, or that relates to, the Business, except for the rights of stockholders under current Legal Requirements.

3.14 Insurance. The Company maintains the policies of insurance and bonds set forth in Schedule 3.14 of the Company Disclosure Letter, including all legally required workers' compensation insurance and errors and omissions, casualty, fire and general liability insurance. The Company has made available to Acquiror true and correct copies of all such policies of insurance and bonds issued at the request or for the benefit of the Company. There is no claim pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable as of the Closing Date under all such policies and bonds have been timely paid and the Company is otherwise in compliance with the terms of such policies and bonds. All such policies and bonds remain in full force and effect, and the Company has no Knowledge of any threatened termination of, or material premium increase with respect to, any of such policies.

3.15 Books and Records. Other than as set forth on Schedule 3.15 of the Company Disclosure Letter, the Company has provided to Acquiror or its counsel correct and complete copies of each document that has been requested by Acquiror or its counsel in connection with their legal and accounting review of the Company (other than any such document that does not exist or is not in the Company's possession or subject to its control). Without limiting the foregoing, the Company has provided to Acquiror or its counsel complete and correct copies of (a) all documents identified on the Company Disclosure Letter, (b) the certificate of incorporation and bylaws or equivalent organizational or governing documents of the Company, each as currently in effect, (c) Written Consent of Incorporator, dated November 30, 2015, Written Consent of the Board of Directors, dated November 30, 2015, Unanimous Written Consent of the Board of Directors, dated December 23, 2015, and Action by Written Consent of the Stockholders, dated December 23, 2015, (collectively, the "**Corporate Records**") and (d) all permits, orders and consents issued by any regulatory agency with respect to the Company, or any securities of the Company, and all applications for such permits, orders and consents. The Corporate Records contain a complete and accurate summary of all meetings of directors and stockholders or actions by written consent since the time of incorporation of the Company through the Agreement Date.

3.16 Material Contracts.

(a) Except for this Agreement and the Contracts specifically identified in

Schedule 3.16 of the Company Disclosure Letter, the Company is not a party to or bound by any of the following Contracts (each a "**Material Contract**"):

(i) any distributor, original equipment manufacturer, reseller, value added reseller, sales, agency or manufacturer's representative Contract pursuant to which any Person has a right to market, resell or distribute the Company Products (each a "**Reseller Agreement**");

(ii) any Contract for the purchase, sale or license of materials, supplies, equipment, services, software, Intellectual Property or other assets in excess of $10,000;

(iii) any mortgage, promissory note, loan agreement or other Contract for the borrowing of money, any currency exchange, commodities or other hedging, forward, swap or other derivative arrangement, or any leasing transaction of the type required to be capitalized in accordance with GAAP;

(iv) any Contract providing for capital expenditures in excess of $10,000;

(v) any Contract limiting the freedom of the Company to engage or participate, or compete with any other Person, in any line of business, market or geographic area, or to make use of any Intellectual Property, or any Contract granting most favored nation pricing, exclusive sales, distribution, marketing or other exclusive rights, rights of refusal, rights of first negotiation or similar rights and/or terms to any Person, or any Contract otherwise limiting the right of the Company to sell, distribute or manufacture any products or services or to purchase or otherwise obtain any software, components, parts, subassemblies or services;

(vi) any Contract pursuant to which the Company is a lessor or lessee of any real property or any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(vii) any Contract (A) with any of its officers, directors, employees or stockholders or any member of their immediate families or (B) with any Person with whom the Company does not deal at arm's length;

(viii) any Contract of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the Liabilities or Indebtedness of any other Person other than Intellectual Property Rights and other indemnities granted by the Company under Standard Inbound IP Agreements, Standard Outbound IP Agreements;

(ix) other than Standard Outbound IP Agreements and Open Source Materials licenses, all licenses, sublicenses and other Contracts pursuant to which any Person is granted any rights to Company Intellectual Property or pursuant to which the Company has agreed to any restriction on the right of the Company to use or enforce any Company-Owned Intellectual Property Rights or pursuant to which the Company agrees to encumber, transfer or sell rights in or with respect to any Company-Owned Intellectual Property;

(x) other than Standard Inbound IP Agreements, all licenses, sublicenses and other Contracts pursuant to which the Company acquired or is granted any rights to Third Party Intellectual Property or pursuant to which the Company is granted the right to market, resell or distribute any products, technology or services of any Person;

(xi) any Contract providing for the development of any software, content,

technology or Intellectual Property, independently or jointly, by or for the Company, other than employee invention assignment agreements and consulting agreements with Authors on the Company's standard form of agreement, copies of which have been made available to Acquiror;

(xii) any Contract to license or authorize any third party to manufacture or reproduce the Company Products or Company Intellectual Property, other than rights granted to customers of the Company to install or make a reasonable number of backup copies of Company Products to support their licensed use of Company Products;

(xiii) (A) any joint venture Contract, (B), any Contract that involves a sharing of revenues, profits, cash flows, expenses or losses with other Persons or (C) any Contract that involves the payment of royalties to any other Person;

(xiv) any Contract for the employment of any director, officer, employee or consultant of the Company or any other type of Contract with any officer, employee or consultant of the Company that is not immediately terminable by the Company without cost or Liability, including any Contract requiring it to make a payment to any director, officer, employee or consultant on account of the Merger, any transaction contemplated by this Agreement, or any subsequent condition or event, or on account of any Contract that is entered into in connection with this Agreement;

(xv) any Contract or plan (including any stock option, merger and/or stock bonus plan) relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any shares of Company Capital Stock or any other securities of the Company or any options, warrants, convertible notes or other rights to purchase or otherwise acquire any such shares of stock, other securities or options, warrants or other rights therefor, except for the repurchase rights disclosed on Schedule 3.2(a) of the Company Disclosure Letter;

(xvi) any Contract under which the Company provides any advice or services, consulting, professional services, software implementation, deployment or development services, or support services to any third party;

(xvii) any Contract with any labor union or any collective bargaining agreement or similar contract with any employees;

(xviii) any Contract with any investment banker, broker, advisor or similar party retained by the Company, in connection with this Agreement and the transactions contemplated by this Agreement;

(xix) any Contract pursuant to which the Company has acquired a business or entity, or assets of a business or entity, whether by way of merger, consolidation, purchase of stock, purchase of assets, license or otherwise, or any contract pursuant to which it has any material ownership interest in any other Person;

(xx) any Contract with any Governmental Entity, any Company Authorization, or any Contract with a government prime contractor, or higher-tier government subcontractor, including any indefinite delivery/indefinite quantity contract, firm-fixed-price contract, schedule contract, blanket purchase agreement, or task or delivery order (each a "**Government Contract**");

(xxi) any confidentiality, secrecy or non-disclosure Contract other than any such Contract entered into by the Company in the ordinary course of business consistent with past

practice;

(xxii) any settlement agreement;

(xxiii) any Contract pursuant to which rights of any third party are triggered or become exercisable, or under which any other consequence, result or effect arises, in connection with or as a result of the execution of this Agreement or the consummation of the Merger or other transactions contemplated hereunder, either alone or in combination with any other event;

(xxiv) any other Contract not listed in clauses (i) through (xxiii) that was not entered into in the ordinary course of business consistent with past practice; or

(xxv) any other Contract or obligation not listed in clauses (i) through (xxiv) that individually had or has a value or payment obligation in excess of $10,000 over the life of the Contract or is otherwise material to the Company or the Business.

(b) All Material Contracts are in written form. Other than as set forth on Schedule 3.16 of the Company Disclosure Letter, the Company has performed in all material respects all of the obligations required to be performed by it and is entitled to all benefits under any Material Contract. Each of the Material Contracts is in full force and effect, subject only to the effect, if any, of applicable bankruptcy and other similar laws affecting the rights of creditors generally and rules of law governing specific performance, injunctive relief and other equitable remedies. Other than as set forth on Schedule 3.16 of the Company Disclosure Letter, there exists no material default or event of default or event, occurrence, condition or act, with respect to the Company or to the Company's Knowledge, with respect to any other contracting party, which, with the giving of notice, the lapse of time or the happening of any other event or condition, would reasonably be expected to (i) become a default or event of default under any Material Contract or (ii) give any third party (A) the right to declare a default or exercise any remedy under any Material Contract, (B) the right to a rebate, chargeback, refund, credit, penalty or change in delivery schedule under any Material Contract, (C) the right to accelerate the maturity or performance of any obligation of the Company under any Material Contract, or (D) the right to cancel, terminate or modify any Material Contract. The Company has not received any notice or other written communication regarding any actual or possible violation or breach of, default under, or intention to cancel or modify any Material Contract. The Company has no Liability for renegotiation of Government Contracts. True, complete and correct copies of all Material Contracts have been made available to Acquiror prior to the Closing Date.

(c) All Contracts pursuant to which any Person has the right to purchase, license, market, distribute or resell any Company Product can be terminated or not renewed by the Company in accordance with their terms, without any liability to Company, including any liability for termination damages.

3.17 Export Control Laws. To the Knowledge of the Company, the Company has conducted its export transactions in accordance in all respects with applicable provisions of United States export control laws and regulations, including but not limited to the Export Administration Act and implementing Export Administration Regulations.

3.18 Accounts Payable. All accounts payable and notes payable of the Company arose in the ordinary course of business, consistent with past practice in bona fide arms' length transactions and no such account payable or note payable is delinquent by more than sixty (60) days in its payment. Since December 31, 2016, the Company has paid its accounts payable in the ordinary course of business consistent with its past practice.

3.19 Transaction Fees. Neither the Company nor any Affiliate of the Company is obligated for the payment of any fees or expenses of any investment banker, broker, advisor, finder or similar party in connection with the origin, negotiation or execution of this Agreement or in connection with the Merger or any other transaction contemplated by this Agreement.

3.20 Anti-Bribery Compliance. None of the Company or any predecessor, or to the Knowledge of the Company, any employee, Company Representative or other Person associated with or acting on behalf of the Company or any predecessor has, directly or indirectly, used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds, violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 or any other similar laws, statute, rule or regulation of any country including any regarding unlawful influence of any Person for business advantage, or made any bribe, rebate, payoff, influence, payment, kickback or other similar unlawful payment.

3.21 Representations Complete. None of the representations or warranties made by the Company herein or in any exhibit or schedule hereto, including the Company Disclosure Letter, or in any certificate furnished by the Company pursuant to this Agreement, when all such documents are read together in their entirety, contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND SUB

Each of Acquiror and Sub, jointly and severally, represents and warrants to the Company as follows:

4.1 Organization and Standing. Each of Acquiror and Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Acquiror and Sub has the corporate power and authority to own and/or lease and operate its assets and properties and to conduct its business and is duly qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified and in good standing, individually or in the aggregate with any such other failures, would not reasonably be expected to have a Material Adverse Effect on Acquiror, Sub and any respective Subsidiaries, taken as a whole. Each of Acquiror and Sub is not in violation of any of the provisions of its certificate of incorporation or bylaws.

4.2 Authority; Noncontravention.

(a) Each of Acquiror and Sub has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the Acquiror Board. This Agreement has been duly executed and delivered by each of Acquiror and Sub and constitutes the valid and binding obligation of Acquiror

and Sub enforceable against Acquiror and Sub, respectively, in accordance with its terms, subject to the effect, if any, of applicable bankruptcy and other similar laws affecting the rights of creditors generally and rules of law governing specific performance, injunctive relief and other equitable remedies. Each of the Acquiror Board, and Sub's board of directors, by resolutions or action by unanimous written consent duly adopted (and not thereafter modified or rescinded) by the vote of the Acquiror Board and Sub's board of directors, respectively, has approved and adopted this Agreement and approved the Merger and determined that this Agreement and the terms and conditions of the Merger and this Agreement are advisable and in the best interests of Acquiror and Sub and its respective stockholders.

(b) The execution and delivery of this Agreement by each of Acquiror and Sub do not, and the consummation of the transactions contemplated by this Agreement will not, (i) result in the creation of any Encumbrance on any of the material properties or assets of Acquiror or Sub or (ii) conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or require any consent, approval or waiver from any Person pursuant to (A) any provision of the certificate of incorporation or bylaws of Acquiror or Sub, in each case as amended to date, (B) any Contract applicable to any of Acquiror's or Sub's properties or assets, or (C) any Legal Requirements applicable to Acquiror or Sub or any of Acquiror's or Sub's properties or assets.

(c) No consent, notice, waiver, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity, is required by or with respect to Acquiror or Sub in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Certificate of Merger, as provided in Section 1.3(b)(v) and (ii) such other consents, authorizations, filings, approvals, notices and registrations which, if not obtained or made, would not be material to Acquiror's or Sub's ability to consummate the Merger or to perform their respective obligations under this Agreement and would not prevent, materially alter or delay any of the transactions contemplated by this Agreement.

4.3 Cash Resources. Acquiror has sufficient cash resources on hand to pay the Merger Consideration pursuant to this Agreement.

4.4 No Prior Merger Sub Operations. Sub was formed solely for the purpose of effecting a merger or other acquisition and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated by this Agreement.

4.5 Brokers. Neither Acquiror, Sub nor any Affiliate of Acquiror or Sub is obligated for the payment of any fees or expenses of any investment banker, broker, advisor, finder or similar party in connection with the origin, negotiation or execution of this Agreement or in connection with the Merger or any other transaction contemplated by this Agreement.

4.6 Legal Proceedings. There are no Legal Proceeding pending or, to Acquiror's and Sub's knowledge, threatened against Acquiror, Sub that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

ARTICLE 5
ADDITIONAL AGREEMENTS

5.1 Confidentiality; Public Disclosure.

(a) Each Party agrees that such Party and its Representatives shall hold the terms of the Merger in strict confidence. At no time shall any Party disclose any of the terms of the Merger

(including, but not limited to, the economic terms) or any non-public information about another Party (collectively, the "**Confidential Information**") to any third party without the prior written consent of the Party about which such non-public information relates (the "**Disclosing Party**"). The obligations of each Party (each, a "**Receiving Party**") pursuant to this Section 5.1(a) shall not apply, or shall cease to apply (as applicable), to Confidential Information if or when, and to the extent that, such Confidential Information (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or Receiving Party's Representatives; (ii) is or becomes available to the Receiving Party or any Affiliate or Representative of such Receiving Party on a non-confidential basis from a source other than the Disclosing Party or the Disclosing Party's Representatives, provided that such other source is not bound by a confidentiality agreement or other legal or fiduciary obligation of confidentiality to the Disclosing Party; or (iii) is independently developed by the Receiving Party or any Affiliate or Representative of the Receiving Party without breach of this Section 5.1(a). Notwithstanding the foregoing, the Receiving Party shall be permitted to disclose any and all terms to its financial, tax, and legal advisors (each of whom is subject to a similar obligation of confidentiality), and to any Governmental Entity or administrative agency to the extent necessary or reasonably advisable to be in compliance with applicable Legal Requirements and the rules and regulations of the Nasdaq Global Select Market; provided, however, that if the Receiving Party is required to disclose Confidential Information with respect to the compensation of the Critical Employees pursuant to applicable Legal Requirements or the rules and regulations of the Nasdaq Global Select Market, the Receiving Party will use commercially reasonable efforts to provide to the Disclosing Party prompt notice of such order, cooperate with the Disclosing Party to maintain the confidentiality of such Confidential Information, and comply with any protective order imposed on disclosure of such Confidential Information (such obligations if required to disclose, the "**Obligations If Required to Disclose**"); provided, further, that, without limiting the Obligations If Required to Disclose described in the immediately foregoing clause, if Acquiror is required to disclose Confidential Information with respect to the compensation of the Critical Employees pursuant to applicable Legal Requirements or the rules and regulations of the Nasdaq Global Select Market, Acquiror will use commercially reasonable efforts to provide the Stockholders' Agent with a reasonable opportunity to review and provide input with respect to any such required disclosure. The Stockholders' Agent hereby agrees to be bound by the terms and conditions of the Confidentiality Agreement to the same extent as though the Stockholders' Agent were a party thereto. With respect to the Stockholders' Agent, the term Confidential Information shall also include information relating to the terms of the Merger received by the Stockholders' Agent after the Closing or relating to the period after the Closing.

(b) The Company shall not, and the Company shall cause each Company Representative not to, directly or indirectly, issue any press release or other public communications (including, without limitation, any blog post, social media update, or website content) relating to the terms of this Agreement or the transactions contemplated by this Agreement or use Acquiror's name or refer to Acquiror directly or indirectly in connection with Acquiror's relationship with the Company in any media interview, advertisement, news release, press release or professional or trade publication, or in any print media, whether or not in response to an inquiry, without the prior written approval of Acquiror, unless required by Legal Requirements (in which event a satisfactory opinion of counsel to that effect shall be first delivered to Acquiror prior to any such disclosure) and except as reasonably necessary for the Company to obtain the consents and approvals of third parties contemplated by this Agreement or otherwise to comply with the terms of this Agreement. Notwithstanding anything in this Agreement or in the Confidentiality Agreement, Acquiror may issue a press release or other public communication regarding the Merger and thereafter Acquiror may make such other public communications regarding this Agreement or the transactions contemplated by this Agreement; provided that Acquiror shall use commercially reasonable efforts to provide the Stockholders' Agent with a reasonable opportunity to review and comment upon such public communications. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prevent any Party (including the Stockholders' Agent on behalf of the Indemnifying Persons) from making disclosure regarding this Agreement solely to the extent

required to enforce such Party's rights under this Agreement.

5.2 Reasonable Efforts. Each of the Parties will use its commercially reasonable efforts, and to cooperate with each other Party, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, appropriate or desirable to consummate and make effective, in the most expeditious manner reasonably practicable, the Merger and the other transactions contemplated by this Agreement, including to execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the Merger and the other transactions contemplated by this Agreement.

5.3 Third Party Consents; Notices. The Company shall terminate prior to the Closing, and deliver evidence of such termination to Acquiror at or prior to the Closing, all of the Contracts listed or described on Schedule 1.3(a)(xii)-1 hereto and to amend prior to the Closing, and deliver evidence of such amendment to Acquiror at or prior to the Closing, all of the Contracts listed or described on Schedule 1.3(a)(xii)-2 hereto.

5.4 Closing Statement. The Company shall prepare and deliver to Acquiror, a draft of the Closing Statement not later than two (2) Business Days prior to the Closing Date. The Company shall provide to Acquiror, promptly after Acquiror's reasonable request, copies of the documents or instruments reasonably evidencing the amounts or other information set forth on any such draft or final certificate.

5.5 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement (including Transaction Expenses) shall be paid by the Party incurring such expense; provided, that, all Transaction Expenses shall be taken into account in the calculation of the Merger Consideration.

5.6 Corporate Matters. The Company shall, (a) prior to the Closing, deliver to Acquiror a completed annual franchise tax report (or similar applicable form, report or document), which report shall be true and correct in all respects, for its jurisdiction of incorporation with respect to the current year setting forth the amount of taxes and fees that shall have accrued as of the Closing and, if due and payable, pay all corporate franchise, foreign corporation and similar Taxes that shall have accrued as of the Closing and (b) prior to the Closing, take such actions as are requested by Acquiror to appoint, effective at the Effective Time, new officers and directors of the Company and deliver evidence of such appointments to Acquiror at or prior to the Closing. After the Closing, the Company will use commercially reasonable efforts to consummate and document the addition of one shareholder, as approved by Acquiror, to the Belarus Entity.

5.7 Tax Matters.

(a) Acquiror, Sub, the Company Stockholders and the Company shall cooperate fully, as and to the extent reasonably requested by any other Parties, in connection with the filing of Tax Returns of the Company and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon any other Party's request) the provision of records and information reasonably relevant to any such audit, litigation, or other proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Acquiror, the Company Stockholders and the Company agree to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority.

(b) Each Company Stockholder will, upon reasonable request, use its reasonable best efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated by this Agreement).

5.8 D&O Indemnification. From and after the Closing, the Surviving Corporation and its Subsidiaries shall honor and fulfill in all respects the obligations of the Company in favor of those Persons who are former or current directors and officers of the Company (the "**D&O Indemnified Persons**") for claims arising out of their acts and omissions as directors and officers occurring prior to the Closing Date that are asserted after the Closing Date, as and to the extent provided in the certificate of incorporation (or equivalent documents) of the Company (as in effect as of the Closing Date) and as and to the extent provided in any indemnification agreements between the Company and said Indemnified Persons (as in effect as of the Closing Date) (collectively, the "**Company Indemnification Provisions**"), which obligations shall survive the Merger and shall continue in full force and effect for a period of six years from the Closing Date and shall not be terminated or modified in such a manner as to adversely affect any Indemnified Person to whom this Section 5.8 applies without the consent of such affected Indemnified Person; provided that the Surviving Corporation's obligations under this Section 5.8 shall not apply to any claim or matter based on Fraud or any claim based on a claim for indemnification made by an Indemnified Person pursuant to ARTICLE 7. Notwithstanding anything to the contrary contained in this Agreement, no D&O Indemnified Person shall be entitled to coverage under any Acquiror director and officer insurance policy or errors and omission policy unless such D&O Indemnified Person is separately eligible for coverage under such policy pursuant to Acquiror's policies and procedures and the terms of such insurance policy. It is expressly agreed that the Indemnified Persons to whom this Section 5.8 applies shall be third-party beneficiaries of this Section 5.8, each of whom may enforce the provisions of this Section 5.8.

5.9 Post-Closing Acquiror Obligations

(a) Following the Closing Date and until August 31, 2018, Acquiror shall provide a level of support to the Surviving Corporation's business that is reasonably consistent with the support Acquiror provides as of the Closing Date to its most profitable game development studios in similar states of development as the Surviving Corporation's business, including that the Surviving Corporation will have access to UI/UX testing, marketing, user acquisition, analytics and creative services support.

(b) Following the Closing Date, Acquiror shall provide user acquisition spending of at least $500,000.00 for Titan World during its beta testing period, assuming that Acquiror and the Critical Employees mutually agree to launch such mobile game for beta testing.

5.10 Post-Closing Company Stockholder Obligations. The Critical Employees shall take all actions reasonably necessary to cause the Specified Employees to become employees of the Belarus Entity no later than September 1, 2017 and Maksim Osipau shall take all actions reasonably necessary and shall cause VASoft and VironIT to take all actions reasonably necessary to cause the Specified Employees to become employees of the Belarus Entity no later than September 1, 2017.

ARTICLE 6
AMENDMENT AND WAIVER

6.1 Amendment. Subject to the provisions of applicable Legal Requirements, the Parties may amend this Agreement by authorized action at any time before or after the Company Stockholder Approval pursuant to an instrument in writing signed on behalf of each of the Parties (provided that after such approval, no amendment shall be made which by law requires further approval by such stockholders

without such further stockholder approval). To the extent permitted by applicable Legal Requirements, Acquiror and the Stockholders' Agent may cause this Agreement to be amended at any time after the Closing by execution of an instrument in writing signed on behalf of Acquiror and the Stockholders' Agent.

6.2 Extension; Waiver. At any time after the Closing, the Stockholders' Agent and Acquiror may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other, (b) waive any inaccuracies in the representations and warranties made to such Party contained in this Agreement or in any document delivered pursuant to this Agreement, and (c) waive compliance with any of the agreements or conditions for the benefit of such Person contained in this Agreement. Any agreement on the part of a Party or the Stockholders' Agent to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. Without limiting the generality or effect of the preceding sentence, no delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision in this Agreement.

ARTICLE 7
INDEMNIFICATION

7.1 Indemnification.

(a) Subject to the limitations and other terms set forth in this ARTICLE 7, each Critical Employee, Maksim Osipau, and Aliaksandr Osipau (collectively, the "**Company Indemnifying Persons**") shall severally and not jointly and on a pro rata basis (based on their Pro Rata Share) indemnify and hold harmless Acquiror and its officers, directors, agents and employees, and each Person, if any, who controls or may control Acquiror within the meaning of the Securities Act (each of the foregoing being referred to individually as an "**Acquiror Indemnified Person**" and collectively as "**Acquiror Indemnified Persons**"), from and against any and all losses, Liabilities, damages, fees, Taxes, interest, costs and expenses, including reasonable costs of investigation and defense and reasonable fees and expenses of lawyers, experts and other professionals, whether or not due to a third-party claim (collectively, "**Indemnifiable Damages**"; provided, however, that "**Indemnifiable Damages**" shall not include any punitive damages except to the extent actually payable in connection with a third-party claim, to a third party that is not an Affiliate of an Acquiror Indemnified Person), arising out of, resulting from or in connection with (i) any failure of any representation or warranty made in ARTICLE 2 or ARTICLE 3 in this Agreement or in the Company Disclosure Letter (including any exhibit or schedule to the Company Disclosure Letter) to be true and correct as of the Closing Date (except for representations and warranties, which by their terms address matters only as to a specified date or dates, which representations and warranties shall be true and correct as of such specified date or dates), (ii) any failure of any certification, representation or warranty made by the Company in any certificate (other than the Closing Statement) delivered to Acquiror pursuant to any provision of this Agreement to be true and correct as of the date such certificate is delivered to Acquiror, (iii) any breach of or default in connection with any of the covenants or agreements made by the Company in this Agreement or any other agreements contemplated by this Agreement required to be performed by the Company prior to or at the Closing (other than, for the avoidance of doubt, any breach or non-fulfillment of ARTICLE 2 or ARTICLE 3 of this Agreement (including with respect to any inaccuracy in or any breach of any representation or warranty that is set forth in ARTICLE 2 or ARTICLE 3 of this Agreement)), (iv) any inaccuracies in the Closing Statement, (v) any Pre-Closing Taxes, (vi) any payments paid with respect to Dissenting Shares and approved by the Stockholders' Agent (such approval to not be unreasonably withheld) to the extent that such payments, in the aggregate, exceed the value of the amounts that otherwise would have been payable pursuant to Section 1.8(b) upon the exchange of such Dissenting Shares and any interest, costs, expenses and fees incurred by any Indemnified Person in connection with

the exercise of any appraisal or dissenters' rights, (vii) any Indemnifiable Transaction Expenses or Company Debt, (viii) any matter set forth in Schedule 3.6 or Schedule 3.11 of the Company Disclosure Letter or that is or would be an exception to the representations and warranties made on each date in Section 3.6 (Litigation) or Section 3.11 (Taxes), (ix) any Liabilities (including, without limitation, any Liabilities relating to or arising out of the loss of any tax deduction) relating to or arising out of any "excess parachute payments" within the meaning of Section 280G of the Code, (x) any claim by any Company Stockholder or former Company Stockholder, or any other Person, based upon breach of fiduciary duty or similar violation by the Company or any of its officers, directors, employees or agents, and (xi) Fraud.

(b) For purposes of this ARTICLE 7, materiality standards or qualifications, and qualifications by reference to the defined term "Material Adverse Effect" in any representation, warranty or covenant shall only be taken into account in determining whether a breach of or default in connection with such representation, warranty or covenant (or failure of any representation or warranty to be true and correct) exists, and shall not be taken into account in determining the amount of any Indemnifiable Damages with respect to such breach, default or failure to be true and correct. The Indemnifying Persons shall not have any right of contribution, indemnification or right of advancement from the Surviving Corporation or Acquiror with respect to any Indemnifiable Damages claimed by an Indemnified Person.

7.2 Indemnifiable Damage Basket; Other Limitations.

(a) Notwithstanding anything contained in this Agreement to the contrary, no Acquiror Indemnified Person may make a claim for Indemnifiable Damages in respect of any claim for indemnification that is made pursuant to clauses (i) and (ii) of the first sentence of Section 7.1(a) (and that does not involve Fraud or any inaccuracy or breach of any of the representations and warranties in Section 3.1(a) (Organization; Standing and Subsidiaries), Section 3.2 (Capital Structure), and Sections 3.3(a) through 3.3(c) (Authority; Noncontravention), Section 3.9 (Title to, Condition and Sufficiency of Assets), Section 3.10 (Intellectual Property) (the "**Intellectual Property Representations**"), and Section 3.11 (Taxes) (the "**Company Special Representations**")), unless and until the aggregate amount of all Indemnifiable Damages set forth in a Claim Certificate exceed $40,000.00 (the "**Basket**"), in which case the Acquiror Indemnified Person may make claims for indemnification and such Acquiror Indemnified Person will be entitled to be indemnified for all Indemnifiable Damages (including the amount of the Basket). Notwithstanding the foregoing in this Section 7.2(a), no Company Indemnifying Person shall be liable to any Acquiror Indemnified Person for indemnification under Section 7.1(a) of this Agreement for any individual matter the Indemnifiable Damages for which does not exceed $5,000 (the "**De Minimis Claim Amount**"); provided, that if such individual matters are similar or related claims and in the aggregate amount to $25,000 or greater, the De Minimis Claim Amount restriction shall not apply; and provided, further the De Minimis Claim Amount shall not serve as a deductible or otherwise reduce the amount of the Indemnifiable Damages recoverable by any Acquiror Indemnified Person for any individual matter the Indemnifiable Damages for which exceeds the De Minimis Claim Amount (which Indemnifiable Damages will, however, be subject to the other provisions of this ARTICLE 7).

(b) In the case of Indemnifiable Damages arising out of, relating to or in connection with the matters listed in clauses (i) and (ii) of the first sentence of Section 7.1(a), except in the case of Fraud and any failure of any of the Company Special Representations to be true and correct as aforesaid, each Company Indemnifying Person shall be liable for such Person's Pro Rata Share of the amount of any Indemnifiable Damages resulting therefrom; provided, however, that the sole and exclusive remedy for the indemnity obligations of each Company Indemnifying Person under this Agreement for such Indemnifiable Damages (and not specific performance or other equitable remedies) shall be limited to (i) each Company Indemnifying Person's Pro Rata Share of 15% of the Merger Consideration and (ii) recovery pursuant to the Right of Set Off of up to 15% of each Critical Employee's Bonus Payments

(whether actually paid to or received by such Critical Employee or to the extent earned, earnable, and payable or receivable by such Critical Employee pursuant to the applicable Bonus Payment plan); and provided, further, Acquiror Indemnified Persons may only recover in the aggregate up to the total amount of Indemnifiable Damages.

(c) In the case of Indemnifiable Damages arising out of, relating to or in connection with any failure of any of the Intellectual Property Representations to be true and correct as aforesaid, except in the case of Fraud, each Company Indemnifying Person shall be liable for such Person's Pro Rata Share of the amount of any Indemnifiable Damages resulting therefrom; provided, however, that the sole and exclusive remedy for the indemnity obligations of each Company Indemnifying Person under this Agreement for such Indemnifiable Damages (and not specific performance or other equitable remedies) shall be limited to (i) each Company Indemnifying Person's Pro Rata Share of 50% of the Merger Consideration and (ii) recovery pursuant to the Right of Set Off of up to 50% of each Critical Employee's Bonus Payments (whether actually paid to or received by such Critical Employee or to the extent earned, earnable and payable or receivable by such Critical Employee pursuant to the applicable Bonus Payment plan); and provided, further, Acquiror Indemnified Persons may only recover in the aggregate up to the total amount of Indemnifiable Damages.

(d) In the case of claims for Indemnifiable Damages arising out of relating to or in connection with any failure of any of the Company Special Representations other than the Intellectual Property Representations to be true and correct as aforesaid and the matters listed in clauses (iii) through (x) of the first sentence of Section 7.1(a) (collectively, the "**Fundamental Claims**"), each Company Indemnifying Person shall be liable for such Person's Pro Rata Share of the amount of any Indemnifiable Damages resulting therefrom; provided, however, the sole and exclusive remedy for the indemnity obligations of each Company Indemnifying Person under this Agreement for such Indemnifiable Damages (and not specific performance or other equitable remedies) shall be limited to (i) each Company Indemnifying Person's Pro Rata Share of 100% of the Merger Consideration and (ii) recovery pursuant to the Right of Set Off of up to 100% of each Critical Employee's Bonus Payments (whether actually paid to or received by such Critical Employee or to the extent earned, earnable and payable or receivable by such Critical Employee pursuant to the applicable Bonus Payment plan); and provided, further, Acquiror Indemnified Persons may only recover in the aggregate up to the total amount of Indemnifiable Damages. Nothing herein shall limit the liability of a Company Indemnifying Person for any Fraud.

(e) In the case of Fraud, Acquiror Indemnified Persons may make claims upon the Right of Set Off. Additionally, each of the Company Indemnifying Persons shall be liable for such Person's Pro Rata Share of the amount of any Indemnifiable Damages resulting therefrom and there shall be no maximum liability applicable to such Company Indemnifying Persons.

(f) Payments by a Company Indemnifying Person pursuant to Section 7.1(a) of this Agreement in respect of any Indemnifiable Damages shall be limited to the amount of any Indemnifiable Damages that remains after deducting therefrom any insurance proceeds actually received by the Acquiror Indemnified Person in respect of any such matter or claim, including, with respect to Acquiror, those recovered by the Surviving Corporation or Acquiror after Closing (collectively, the "**Insurance Proceeds**"). Any Indemnifiable Damages incurred by any Acquiror Indemnified Person with respect to any matter shall be calculated net of any Insurance Proceeds. If any Insurance Proceeds are received by any Acquiror Indemnified Person after a Company Indemnifying Person has made a payment to such Acquiror Indemnified Person pursuant to this ARTICLE 7, any such Acquiror Indemnified Person shall promptly remit such Insurance Proceeds to the applicable Company Indemnifying Person. Notwithstanding anything to the contrary, nothing in this Agreement shall require an Acquiror Indemnified Person to seek any coverage, recovery, or settlement under any insurance policies.

7.3 Survival; Period for Claims. The representations and warranties of the Company and Company Stockholders contained in this Agreement, the Company Disclosure Letter (including any exhibit or schedule to the Company Disclosure Letter), and the certificates contemplated hereby shall survive the Closing and remain in full force and effect until the date that is eighteen (18) months following the Closing Date; provided, however, that the Company Special Representations and the representations and warranties of the Company contained in any certificate delivered to Acquiror regarding the same subject matter as those covered by the Company Special Representations pursuant to any provision of this Agreement, will remain operative and in full force and effect until the date that is sixty (60) days after the expiration of the applicable statute of limitations. No right to indemnification pursuant to ARTICLE 7 in respect of any claim that is set forth in a Claim Certificate delivered to the Stockholders' Agent prior to the expiration of the applicable Claims Period shall be affected by the expiration of such representations and warranties; provided, however, that such expiration shall not affect the rights of any Acquiror Indemnified Person under ARTICLE 7 or otherwise to seek recovery of Indemnifiable Damages arising out of any Fundamental Claims until the date that is 60 days after the expiration of the applicable statute of limitations. The survival periods set forth in this Section 7.3 constitute contractual statute of limitations and any claim brought by any Party pursuant to this ARTICLE 7 must be set forth in a Claim Certificate prior to the expiration of the applicable survival period with respect to the provision upon which such claim is based (the "**Claims Period**"). The time limitations specified in this Section 7.3 shall not apply in the event of claim against an Indemnifying Person for Fraud. The availability of the Right of Set Off to indemnify the Acquiror Indemnified Persons will be determined without regard to any right to indemnification that any Indemnifying Person may have in his or her capacity as an officer, director, employee, or agent of the Company and no such Indemnifying Person will be entitled to any indemnification from the Company or the Surviving Corporation for amounts paid for indemnification under this ARTICLE 7. The representations and warranties of Acquiror contained in this Agreement and the other certificates contemplated hereby shall expire and be of no further force or effect as of the Closing. All covenants of the Parties shall expire and be of no further force or effect as of the Closing, except to the extent such covenants provide that they are to be performed at or after the Closing; provided, however, that no right to indemnification pursuant to ARTICLE 7 in respect of any claim based upon any breach of a covenant shall be affected by the expiration of such covenant. Notwithstanding the foregoing, claims for Indemnifiable Damages may be made during the Claims Period.

7.4 Claims. On or before the last day of the applicable Claims Period, the Acquiror Indemnified Persons may deliver to the Stockholders' Agent a certificate signed by the Acquiror Indemnified Person (a "**Claim Certificate**"):

(a) stating that the Acquiror Indemnified Person has incurred, paid, in good faith reserved or accrued, or in good faith believes that it may incur, pay, reserve or accrue, Indemnifiable Damages (or that with respect to any Tax matters, that any Tax Authority may raise such matter in audit of Acquiror or its Subsidiaries, which could give rise to Indemnifiable Damages), including Liabilities related to the matters for which indemnity would otherwise be available but for the fact such Liabilities are contingent;

(b) stating the amount of such Indemnifiable Damages (which, in the case of Indemnifiable Damages not yet incurred, paid, reserved or accrued, may be the maximum amount believed by Acquiror in good faith to be incurred, paid, reserved, accrued or demanded by a third party);

(c) specifying in reasonable detail (based upon the information then possessed by or reasonably available to Acquiror) the individual items of such Indemnifiable Damages included in the amount so stated and the nature of the claim to which such Indemnifiable Damages are related; and

(d) including copies of all material written evidence of the claim reasonably available to Acquiror, subject to confidentiality obligations.

No delay in providing such Claim Certificate within the Claims Period shall affect an Acquiror Indemnified Person's rights hereunder, unless (and then only to the extent that) the Indemnifying Person is materially prejudiced thereby or forfeits rights or defenses by reason of such failure.

7.5 Resolution of Objections to Claims.

(a) If the Stockholders' Agent does not contest, by written notice to the Acquiror Indemnified Person, any claim or claims by the Acquiror Indemnified Person made in any Claim Certificate within thirty (30) days following the Acquiror Indemnified Person's delivery of a Claim Certificate, then Acquiror may exercise its Right of Set Off in an amount equal to the amount of any Indemnifiable Damages corresponding to such claim or claims as set forth in such Claim Certificate.

(b) If the Stockholders' Agent objects in writing to any claim or claims by the Acquiror Indemnified Person made in any Claim Certificate within such 30-day period, the Acquiror Indemnified Person and the Stockholders' Agent shall attempt in good faith for sixty (60) days after the Stockholders' Agent's rejection to resolve such objection. If the Acquiror Indemnified Person and the Stockholders' Agent shall so agree, a memorandum setting forth such agreement shall be prepared and signed by each of the Acquiror Indemnified Person and the Stockholders' Agent.

(c) If no such agreement can be reached during the 60-day period for good faith negotiation, but in any event upon the expiration of such 60-day period, the Acquiror Indemnified Person may bring suit in the courts of the State of California and the Federal courts of the United States of America, in each case, located within the City of San Francisco in the State of California to resolve the matter. The decision of the trial court as to the validity and amount of any claim in such Claim Certificate shall be nonappealable, binding and conclusive upon the parties to this Agreement.

(d) Judgment upon any award rendered by the trial court may be entered in any court having jurisdiction. For purposes of this Section 7.5(d), in any suit hereunder in which any claim or the amount thereof stated in the Claim Certificate is at issue, the party seeking indemnification shall be deemed to be the non-prevailing party unless the trial court awards such party more than one-half of the amount in dispute, in which case the other party shall be deemed to be the non-prevailing party. The non-prevailing party to a suit shall pay its own expenses and the expenses and the fees and expenses of the prevailing party, including attorneys' fees and costs, reasonably incurred in connection with such suit.

7.6 Stockholders' Agent.

(a) At the Closing, Alex Paley shall be constituted and appointed as the Stockholders' Agent. For purposes of this Agreement, the term "**Stockholders' Agent**" shall mean the exclusive agent for and on behalf of the Company Indemnifying Persons to: (i) execute, as Stockholders' Agent, this Agreement and any agreement or instrument entered into or delivered in connection with the transactions contemplated by this Agreement; (ii) give and receive notices, instructions, and communications permitted or required under this Agreement or any other agreement, document or instrument entered into or executed in connection herewith, for and on behalf of any Company Indemnifying Persons, to or from Acquiror (on behalf of itself or any other Acquiror Indemnified Person) relating to this Agreement or any of the transactions and other matters contemplated by this Agreement (except to the extent that this Agreement expressly contemplates that any such notice or communication shall be given or received by each Company Indemnifying Person individually); (iii) review, negotiate and agree to the exercise of the Right of Set Off in satisfaction of claims asserted by Acquiror (on behalf

of itself or any other Indemnified Person, including by not objecting to such claims) pursuant to this ARTICLE 7; (iv) object to such claims pursuant to Section 7.5; (v) consent or agree to, negotiate, enter into, or, if applicable, contest, prosecute or defend, settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to, such claims, resolve any such claims, take any actions in connection with the resolution of any dispute relating to this Agreement or to the transactions contemplated by this Agreement by arbitration, settlement or otherwise, and take or forego any or all actions permitted or required of any Company Indemnifying Person or necessary in the judgment of the Stockholders' Agent for the accomplishment of the foregoing and all of the other terms, conditions and limitations of this Agreement; (vi) consult with legal counsel, independent public accountants and other experts selected by it, solely at the cost and expense of the Company Indemnifying Persons; (vii) consent or agree to any amendment to this Agreement or to waive any terms and conditions of this Agreement providing rights or benefits to the Company Indemnifying Persons (other than with respect to the payment of the Merger Consideration) in accordance with the terms hereof and in the manner provided in this Agreement; and (viii) take all actions necessary or appropriate in the reasonable judgment of the Stockholders' Agent for the accomplishment of the foregoing, in each case without having to seek or obtain the consent of any Person under any circumstance. Acquiror, Sub and their respective Affiliates (including, after the Closing, the Surviving Corporation) shall be entitled to rely on the appointment of Alex Paley as the Stockholders' Agent and treat such Stockholders' Agent as the duly appointed attorney-in-fact of each Company Indemnifying Person and has having the duties, power and authority provided for in this Section 7.6. The powers, immunities and rights to indemnification granted to the Stockholders' Agent under this Agreement are coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of the respective Company Indemnifying Person and shall be binding on any successor thereto. The Stockholders' Agent shall be entitled to: (x) rely upon the Closing Statement, (y) rely upon any signature reasonably believed by it to be genuine, and (z) reasonably assume that a signatory has proper authorization to sign on behalf of the applicable Company Indemnifying Person or other party. The Company Indemnifying Persons shall be bound by all actions taken and documents executed by the Stockholders' Agent in connection with this ARTICLE 7, and Acquiror and other Acquiror Indemnified Persons shall be entitled to rely exclusively on any action or decision of the Stockholders' Agent. The Person serving as the Stockholders' Agent may be replaced from time to time by the Critical Employees, acting together, upon not less than thirty (30) days' prior written notice to Acquiror. The immunities and rights to indemnification shall survive the resignation or removal of the Stockholders' Agent and the Closing and/or any termination of this Agreement. No bond shall be required of the Stockholders' Agent.

(b) Neither the Stockholders' Agent nor the Surviving Corporation shall be liable to any Company Indemnifying Person (including any former holder of Company Capital Stock) for any act done or omitted hereunder as the Stockholders' Agent while acting in good faith (and any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of such good faith) and without gross negligence or willful misconduct. The Indemnifying Persons shall severally indemnify the Stockholders' Agent and hold harmless the Stockholders' Agent against any losses, liabilities, claims, damages, costs, fees, expenses (including fees, disbursements and costs of skilled professionals and in connection with seeking recovery from insurers), judgments, fines or amounts paid in settlement incurred without gross negligence, willful misconduct or bad faith on the part of the Stockholders' Agent and arising out of or in connection with the acceptance or administration of its duties hereunder, including all reasonable out-of-pocket costs and expenses and legal fees and other legal costs reasonably incurred by the Stockholders' Agent (the "**Agent Expenses**"). The Indemnifying Persons acknowledge that the Stockholders' Agent shall not be required to expend or risk its own funds or otherwise incur any financial liability in the exercise or performance of any of its powers, rights, duties or privileges or administration of its duties.

(c) Any notice or communication given or received by, and any decision, action,

failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, the Stockholders' Agent that is within the scope of the Stockholders' Agent's authority under Section 7.6(a) shall constitute a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of all the Indemnifying Persons shall be final, binding and conclusive upon each such Indemnifying Person; and each Acquiror Indemnified Person shall be entitled to rely exclusively upon any such notice, communication, decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction as being a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, each and every such Indemnifying Person. Acquiror and the other Acquiror Indemnified Persons are hereby relieved from any Liability to any Person for any acts done by them in accordance with this Agreement and with such notice, communication, decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of the Stockholders' Agent.

7.7 Third-Party Claims; Settlement of Third-Party Claims. In the event Acquiror becomes aware of a third-party claim which Acquiror in good faith believes may result in a claim by or on behalf of an Indemnified Person, Acquiror shall have the right in its sole discretion to conduct the defense of and to settle or resolve any such claim. It is hereby clarified that the costs and expenses incurred by Acquiror in connection with such defense, settlement or resolution (including reasonable attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be included in the Indemnifiable Damages for which Acquiror may seek indemnification pursuant to a claim made hereunder solely to the extent Acquiror or an Indemnified Person is entitled to indemnification pursuant to ARTICLE 7. The Stockholders' Agent shall have the right to receive copies of all pleadings, notices and communications with respect to the third-party claim to the extent that receipt of such documents does not affect any privilege relating to any Indemnified Person and shall be entitled, at its expense, to participate in, but not to determine or conduct, any defense of the third-party claim or settlement negotiations with respect to the third-party claim. However, except with the consent of the Stockholders' Agent, which consent shall not be unreasonably withheld, conditioned or delayed and which shall be deemed to have been given unless the Stockholders' Agent shall have objected within thirty (30) days after a written request for such consent by Acquiror or if the Stockholders' Agent shall have been determined to have unreasonably withheld, conditioned or delayed its consent to any such settlement or resolution, no settlement or resolution by Acquiror of any claim that gives rise to a claim by or on behalf of an Indemnified Person shall be determinative of the existence of or amount of Indemnifiable Damages relating to such matter. In the event that the Stockholders' Agent has consented to any such settlement or resolution, neither the Stockholders' Agent nor any Indemnifying Person shall have any power or authority to object under Section 7.4 or any other provision of this ARTICLE 7 to the amount of any claim by or on behalf of any Indemnified Person for indemnity with respect to such settlement or resolution.

7.8 Treatment of Indemnification Payments. The Parties intend to treat (and cause their Affiliates to treat) any payment received pursuant to this ARTICLE 7, other than with respect to the exercise of any Right of Set Off as provided pursuant to Section 1.8(c), as adjustments to the Merger Consideration for all Tax purposes, to the maximum extent permitted by Legal Requirements.

ARTICLE 8
GENERAL PROVISIONS

8.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the Parties at the following address (or at such other address for a Party as shall be specified by like notice):

(a) if to Acquiror or Sub, to:

Glu Mobile Inc.
500 Howard Street, Suite 300
San Francisco, CA 94105
Attention: General Counsel
Facsimile No.: (650) 403-1018
Telephone No.: (415) 800-6167

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

Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
Attention: David A. Bell
Facsimile No.: (650) 938-5200
Telephone No.: (650) 988-8500

(b) if to the Company, to:

Dairy Free Games Inc.
1 Bluxome Street, Suite 205
San Francisco, CA 94107
Attention: Dennis Zdonov, President

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

Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive
Suite 500 East
West Palm Beach, FL 33401
Attention: David Bates, Esq.
Phone: 561-650-0793
Fax: 561-671-2419

(c) if to the Stockholders' Agent or any Company Stockholder, to:

Alex Paley
1 Bluxome Street, Suite 205
San Francisco, CA 94107

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

Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive
Suite 500 East
West Palm Beach, FL 33401
Attention: David Bates, Esq.
Phone: 561-650-0793
Fax: 561-671-2419

8.2 Interpretation. When a reference is made in this Agreement to Articles, Sections or Exhibits, such reference shall be to an Article or Section of, or an Exhibit to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The phrases "provided to," "furnished to," and phrases of similar import when used herein, unless the context otherwise requires, shall mean that a true, correct and complete paper or electronic copy of the information or material referred to has been provided to the Party to whom such information or material is to be provided. The phrase "made available to" and phrases of similar import means, with respect to any information, document or other material, that such information, document or material was either (A) provided to or delivered to the receiving Party at least 48 hours prior to the Closing Date, or (B) made available for review and properly indexed in a virtual data room established in connection with this Agreement at least 48 hours prior to the Closing Date. Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; and (c) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. The recitals to this Agreement are hereby incorporated by reference into the Agreement for all purposes.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message (any such delivery, an "**Electronic Delivery**"), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party to this Agreement shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

8.4 Entire Agreement; Nonassignability; Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to in this Agreement or delivered pursuant to this Agreement, including all the exhibits attached to this Agreement, the Schedules, including the Company Disclosure Letter, (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, except for the Confidentiality Agreement, which shall continue in full force and effect, and shall survive any termination of this Agreement, in accordance with its terms, (b) are not intended to confer, and shall not be construed as conferring, upon any Person other than the Parties any rights or remedies hereunder (except that ARTICLE 7 is intended to benefit the Indemnified Persons and Section 5.8 is intended to benefit the D&O Indemnified Persons) and (c) shall not be assigned by operation of law or otherwise except as otherwise specifically provided in this Agreement.

8.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of Acquiror and the Stockholders' Agent and any such assignment without such prior written consent shall be null and void, except that Acquiror may assign this Agreement to any acquiror of Acquiror or any direct or indirect wholly owned subsidiary of Acquiror without the prior consent of the Company; provided, however, that Acquiror shall remain liable

for all of its obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

8.6 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably necessary to effect the intent of the Parties. The Parties shall use all reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

8.7 Remedies. Except as otherwise provided in this Agreement, any and all remedies expressly conferred in this Agreement upon a Party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a Party of any one remedy shall not preclude the exercise of any other remedy and nothing in this Agreement shall be deemed a waiver by any Party of any right to specific performance or injunctive relief. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity, and the Parties hereby waive the requirement of any posting of a bond in connection with the remedies described in this Agreement

8.8 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located within the State of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated by this Agreement and thereby (including resolution of disputes under Section 7.5), and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a State of Delaware or Federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.1 or in such other manner as may be permitted by applicable Legal Requirements, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in the County of New Castle, Delaware.

8.9 Rules of Construction. The Parties have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, each Schedule and each Exhibit attached to this Agreement, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the Party drafting such agreement or document.

8.10 Conflict of Interest. If the Stockholders' Agent so desires, acting on behalf of the Company Indemnifying Persons and without the need for any consent or waiver by the Company or Acquiror, Gunster, Yoakley and Stewart, P.A. ("**GYS**") shall be permitted to represent the Company Indemnifying Persons after the Closing in connection with any matter, including without limitation,

anything related to the Merger and the other transactions contemplated in this Agreement, any other agreements referenced in this Agreement or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, GYS shall be permitted to represent the Company Indemnifying Persons, any of their agents and Affiliates, or any one or more of them, in connection with any negotiation, transaction or dispute (including any litigation, arbitration or other adversary proceeding) with Acquiror, the Company or any of their agents or Affiliates under or relating to this Agreement, the Merger or any of the other transactions contemplated in this Agreement, and any related matter, such as claims or disputes arising under other agreements entered into in connection with this Agreement, including with respect to any indemnification claims. Upon and after the Closing, the Company shall cease to have any attorney-client relationship with GYS, unless and to the extent GYS is specifically engaged in writing by the Company to represent the Company after the Closing and either such engagement involves no conflict of interest with respect to the Company Indemnifying Persons or the Stockholders' Agent consents in writing at the time to such engagement. Any such representation of the Company by GYS after the Closing shall not affect the foregoing provisions hereof.

8.11 Attorney-Client Privilege. The attorney-client privilege of the Company that relates exclusively to the negotiation of this Agreement shall be deemed to be the right of the Company Indemnifying Persons, and not that of the Surviving Corporation, following the Closing, and may be waived only by the Stockholders' Agent. Absent the consent of the Stockholders' Agent, neither Acquiror nor the Surviving Corporation shall have a right to access such attorney-client privileged material of the Company related exclusively to the negotiation of this Agreement following the Closing.

8.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

8.13 Terminations of Certain Agreements and Consents and Waivers With Respect to Such Agreements. The Company and each Company Stockholder hereby (a) acknowledges and agrees that, effective as of the Closing, each of the following agreements will, by the terms of such agreements, terminate and ratifies and approves each such termination; (b) waives, in all respects, all rights that the Company or such Company Stockholder (as applicable) has under each such agreement in connection with execution of this Agreement or the consummation of the transactions contemplated by this Agreement, including (i) all requirements that the Company or any Company Stockholder (as applicable) provide any consent with respect to or otherwise approve the execution of this Agreement or the consummation of the transactions contemplated by this Agreement; (ii) all rights with respect to any transfer of any merger, sale, exchange, gift, bequest, pledge, grant of a security interest in, or other alienation or disposition whatsoever of, any Company Capital Stock or any interest therein (including any rights of first refusal and any co-sale rights); and (iii) all drag-along rights; and (c) provides all consents of the Company or such Company Stockholder (as applicable) that are required from the Company or such Company Stockholder (as applicable) under each such Agreement in connection with execution of this Agreement or the consummation of the transactions contemplated by this Agreement:

(A) Each Stockholder Related Agreement;

(B) Consulting Agreement, dated as of November 30, 2015, by and between Maksim Osipau and the Company; and

(C) Consulting Agreement, dated as of November 30, 2015, by and between Aliaksandr Osipau and the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Acquiror, Sub and the Company have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the Agreement Date.

GLU MOBILE INC.

DocuSigned by:
By: Scott Leichtner
Name: Scott Leichtner
28A14F09A9654CD...
Title: Vice President and General Counsel

WINTERFELL ACQUISITION CORP.

DocuSigned by:
By: Scott Leichtner
Name: Scott Leichtner
28A14F09A9654CD...
Title: Vice President and Secretary

DAIRY FREE GAMES INC.

DocuSigned by:
By:
Name: Dennis Zdonov
AE24EA421549490...
Title: Chief Executive Officer

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Alex Paley is a party to this Agreement solely for accepting his appointment as Stockholders' Agent pursuant to Section 7.6 of this Agreement.

ALEX PALEY, SOLELY IN HIS CAPACITY AS THE STOCKHOLDERS' AGENT

DocuSigned by:
By: Alex Paley
Name: Alex Paley

Each of Tracking Social LLC, Maksim Osipau and Aliaksandr Osipau joins this Agreement in his or its respective individual capacity as a Company Stockholder, but solely for the purposes of agreeing to be bound by ARTICLE 1, ARTICLE 2, Section 5.1, Section 5.2, Section 5.5, Section 5.7, ARTICLE 6, ARTICLE 7 and ARTICLE 8 of this Agreement, and otherwise approving the consideration to be paid to each Company Stockholder as set forth in this Agreement.

ACCEPTED AND AGREED:

TRACKING SOCIAL LLC

DocuSigned by:
By:
Name: Dennis Zdonov
Title: Authorized Person

DocuSigned by:
MAKSIM OSIPAU

DocuSigned by:
ALIAKSANDR OSIPAU

EXHIBIT A

Definitions

As used in this Agreement, the following terms shall have the meanings indicated below. Unless indicated otherwise, all mathematical calculations contemplated hereby shall be rounded to the tenth decimal place.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Bonus Payment**" means the Run Rate Bonus, Integration Bonus, or Profit Share, each as defined in the Offer Letters, payable to either of the Critical Employees pursuant to the applicable plan.

"**Business**" means the business of the Company as currently conducted as of the Closing Date.

"**Business Day**" means a day (a) other than Saturday or Sunday and (b) on which commercial banks are open for business in San Francisco, California.

"**California Law**" means the General Corporation Law of the State of California.

"**Closing Statement**" means a certificate executed by the Chief Executive Officer of the Company, dated as of the Closing Date, setting forth the following information: (a) the amount of Transaction Expenses (including an itemized list of each Transaction Expense and the Person to whom such expense was or is owed and bank account and wire transfer information for each Person to whom an expense is still owed); (b) the names of all the Company Stockholders and their respective addresses (including bank account and wire transfer information for each Company Stockholder); (c) the number and kind of shares of Company Capital Stock held by such Persons; (d) the calculation of the Merger Consideration payable to each Company Stockholder; (e) the Pro Rata Share of each Company Stockholder in the Merger Consideration (expressed as a dollar amount and as a percentage), and (f) the total amount of Taxes to be withheld from the Merger Consideration that each Company Stockholder immediately prior to the Closing is entitled to receive.

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

"**Company Capital Stock**" means the capital stock of the Company.

"**Company Common Stock**" means the common stock, par value of $0.00001 per share, of the Company.

"**Company Debt**" means all Indebtedness of the Company.

"**Company Preferred Stock**" means the preferred stock, par value of $0.00001 per share, of the Company.

"**Company Stockholders**" means the holders of shares of outstanding Company Capital Stock immediately prior to the Closing Date other than Acquiror.

"**Confidentiality Agreement**" means that certain Mutual Nondisclosure Agreement, dated as of May 24, 2017, entered into by and between Acquiror and the Company.

"**Contract**" means any written or oral legally binding contract, agreement, instrument, commitment or undertaking of any nature (including leases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts, letters of intent and purchase orders).

"**Delaware Law**" means the General Corporation Law of the State of Delaware.

"**Dissenting Shares**" means any shares of Company Capital Stock that are issued and outstanding immediately prior to the Closing and in respect of which appraisal or dissenters' rights shall have been perfected in accordance with Delaware Law or California Law (as applicable) in connection with the Merger.

"**Encumbrance**" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, conditional sale or other security arrangement, collateral assignment, claim, charge, adverse claim of title, ownership or right to use, restriction or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from any asset, (iii) the use of any asset, and (iv) the possession, exercise or transfer of any other attribute of ownership of any asset).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**FIRPTA**" means the Foreign Investment in Real Property Tax Act of 1980, as amended.

"**Fraud**" means fraud, intentional or willful breach or intentional misrepresentation.

"**Fully-Diluted Common Stock Shares**" means the sum, without duplication, of the aggregate number of shares of Company Common Stock that are issued and outstanding immediately prior to the Closing.

"**Fully-Diluted Preferred Stock Shares**" means the sum, without duplication, of the aggregate number of shares of Company Preferred Stock that are issued and outstanding immediately prior to the Closing.

"**GAAP**" means United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, that are applicable to the circumstances of the date of determination, consistently applied.

"**Governmental Entity**" means any supranational, national, state, municipal, local or foreign government, any court, tribunal, arbitrator, administrative agency, commission or other governmental official, authority or instrumentality, in each case whether domestic or foreign, any stock exchange or similar self-regulatory organization or any quasi-governmental or private body exercising any regulatory, Taxing or other governmental or quasi-governmental authority (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

"**Indebtedness**" means all Liabilities, including any applicable principal, fees, penalties (including with respect to any prepayment thereof), interest, premiums, unfunded pension liabilities, and

any other costs and expenses, (a) for borrowed money (including credit facilities and lines of credit), (b) evidenced by notes, bonds, debentures or similar obligations, (c) for the deferred purchase price of goods or services (other than trade or account payables or accruals incurred in the ordinary course of business consistent with past practice), (d) under capital leases, (e) in respect of declared but unpaid dividends owed to stockholders, (f) in respect of distributions payable or loans or advances payable to any Affiliates, stockholders or partners or (g) in the nature of guarantees of the obligations described in the preceding clauses (a)–(f).

"**Indemnifiable Transaction Expenses**" means any Transaction Expenses that have not been taken into account in the calculation of the Merger Consideration.

"**Indemnifying Person**" means any Company Indemnifying Person.

"**Knowledge of the Company**" means or any other similar knowledge qualification, means the actual knowledge of Alex Paley and Dennis Zdonov; provided such individuals will be deemed to have actual knowledge of a particular fact, circumstance, event or other matter if such fact, circumstance, event or other matter (i) is reflected in the documents (whether written or electronic, including electronic mails sent to or by such individual) contained in books and records of such individuals that would reasonably be expected to be reviewed by such individuals in the customary performance of such individual's duties and responsibilities to the Company and (ii) such knowledge could be obtained from reasonable inquiry of the Persons employed by the Company and charged with administrative or operational responsibility for the applicable matters.

"**Legal Requirements**" means any federal, state, foreign, local, municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity and any orders, writs, injunctions, awards, judgments and decrees applicable to such Person or to any of its assets, properties or businesses.

"**Liabilities**" means all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, asserted or unasserted, known or unknown, including those arising under any law, action or governmental order and those arising under any Contract, regardless of whether such debt, liability or obligation would be required to be disclosed on a balance sheet prepared in accordance with GAAP.

"**Material Adverse Effect**" with respect to any entity means any change, event, violation, inaccuracy, circumstance or effect (each, an "**Effect**") that has or would reasonably be expected to have a material adverse effect on (i) the condition (financial or otherwise), properties, assets (including intangible assets), liabilities, business, capitalization, operations or results of operations of such entity and its Subsidiaries, taken as a whole, or (ii) such entity's ability to consummate the transactions contemplated by this Agreement in accordance with its terms and applicable Legal Requirements; except that "Material Adverse Effect" shall not include any such Effect directly arising out of or attributable to: (a) any changes, conditions or effects in the United States or foreign economies, fiscal or monetary policy, sovereign indebtedness or securities, banking or financial markets in general or credit markets in general, including in interest rates or the availability of financing; (b) changes, conditions or effects that affect the industries in which such entity operates to the extent not disproportionately affecting such entity; (c) the effect of any changes in applicable Legal Requirements or accounting rules or principles, including GAAP, or the enforcement, implementation or interpretation thereof to the extent not disproportionately affecting such entity; (d) any change, effect or circumstance resulting from changes in political conditions; (e) conditions caused by acts of terrorism or war (whether or not declared), military actions or the escalation thereof; (f) any natural or man-made disaster or acts of God, including

hurricanes, inclement weather, floods, fire and tornados; (g) the failure of the Company to meet any projections, forecasts or estimates, including projections of revenues or earnings for any period; or (h) any change, effect or circumstance resulting from an action expressly required by this Agreement.

"**Merger Consideration**" means an amount equal to (a) $4,000,000.00, minus (b) the Preferred Stock Closing Consideration, minus (c) Transaction Expenses, if any, and minus (d) any transaction bonuses, carveout related payments or other payments to Company employees, directors, independent contractors or other service providers related to the Merger that remain unpaid at the Closing (including, without limitation, the amounts owing to Lawrence Chu pursuant to that certain Termination of Letter Agreement and Confirmation of Consideration, dated as of July 21, 2017).

"**Offer Letter**" means an employee offer letter and invention assignment agreement providing for substantially the same base salary, in the aggregate, as provided to the Critical Employees by the Company as of the Closing Date, as well as the Bonus Payment.

"**Permitted Encumbrances**" means: (a) statutory liens for Taxes that are not yet due and payable or liens for Taxes being contested in good faith by any appropriate proceedings for which adequate reserves have been established; (b) statutory liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (c) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by applicable law; and (d) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens.

"**Per Share Common Stock Closing Consideration**" means an amount of cash, rounded to the nearest one millionth (0.000001) (with amounts of $0.0000005 and greater rounding up and less than $0.0000005 rounding down) equal to the quotient obtained by dividing (a) the Merger Consideration by (b) the Fully-Diluted Common Stock Shares.

"**Per Share Preferred Stock Closing Consideration**" means an amount of cash, rounded to the nearest one millionth (0.000001) (with amounts of $0.0000005 and greater rounding up and less than $0.0000005 rounding down) equal to the quotient obtained by dividing (a) the Preferred Stock Closing Consideration by (b) the Fully-Diluted Preferred Stock Shares.

"**Person**" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, trust, estate, proprietorship, joint venture, business organization or Governmental Entity.

"**Personal Data**" means a natural Person's (including a customer's or an employee's) name, street address, telephone number, e-mail address, photograph, social security number, driver's license number, passport number or customer or account number, or any other piece of information that allows the identification of a natural Person or is otherwise considered personally identifiable information or personal data under applicable Legal Requirements.

"**Pre-Closing Taxes**" means any Taxes of the Company for a Taxable period (or portion thereof) ending on or prior to the Closing Date. In the case of any Taxes of the Company that are imposed on a periodic basis and that are payable for a Taxable period that includes (but does not end on) the Closing Date, such Taxes shall (i) in the case of property, ad valorem or other Taxes that accrue based upon the passage of time, be deemed to be Pre-Closing Taxes in an amount equal to the amount of such Taxes for the entire Taxable period multiplied by a fraction, the numerator of which is the number of days in the Taxable period through and including the Closing Date and the denominator of which is the number of days in the entire Taxable period, and (ii) in the case of any other Taxes, be deemed to be Pre-Closing

Taxes in an amount equal to the amount of Taxes that would be payable if the relevant Taxable period ended on the Closing Date. Any credits relating to a Taxable period that includes (but does not end on) the Closing Date shall be taken into account as though the relevant Taxable period ended on the Closing Date.

"**Preferred Stock Closing Consideration**" means a dollar amount equal to $2,000,000.91.

"**Pro Rata Share**" means, with respect to Alex Paley, 43.58%, with respect to Dennis Zdonov, 45.36%, with respect to Maksim Osipau, 7.74%, and with respect to Aliaksandr Osipau 3.32%.

"**Representative**" means any officer, director, Affiliate, stockholder or employee of a Person or any investment banker, attorney or other advisor or representative retained by a Person.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Stockholder Related Agreements**" means each of (a) the Series A Preferred Stock Investment Agreement by and between the Company and the purchasers listed therein, dated as of January 1, 2016; (b) the Right of First Negotiation Agreement by and between the Company and Acquiror, dated as of January 1, 2016; (c) Dairy Free Inc. 2015 Equity Incentive Plan; and (d) the Publishing and Distribution Agreement by and between the Company and Acquiror, dated January 1, 2016.

"**Subsidiary**" means any corporation, partnership, limited liability company or other Person of which the Company, either alone or together with one or more subsidiaries or by one or more other subsidiaries (i) directly or indirectly owns or purports to own, beneficially or of record securities or other interests representing more than 50% of the outstanding equity, voting power, or financial interests of such Person, or (ii) is entitled, by Contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body.

"**Tax**" (and, with correlative meaning, "**Taxes**" and "**Taxable**") means (i) any net income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount (whether disputed or not) imposed by any Governmental Entity responsible for the imposition of any such tax (domestic or foreign) (each, a "**Tax Authority**"), (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any Taxable period, and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

"**Tax Return**" means any return, statement, report or form (including estimated Tax returns and reports, withholding Tax returns and reports, any schedule or attachment, and information returns and reports) required to be filed with respect to Taxes.

"**Third-Party Claim**" means the assertion or commencement of a Legal Proceeding or other action made or brought by a third party against the Acquiror Indemnified Person with respect to which the Indemnifying Person is obligated to provide indemnification under this Agreement.

"**Transaction Expenses**" means: (a) all third party unpaid fees, costs, expenses, payments, and expenditures incurred by the Company in connection with the Merger and this Agreement and the transactions contemplated by this Agreement whether or not billed or accrued (including any fees, costs expenses, payments, and expenditures of legal counsel and accountants, the amount of fees costs, expenses, payments, and expenditures payable to financial advisors, investment bankers and brokers of the Company, and fees, costs expenses, payments, and expenditures incurred to obtain third party consents, waivers, or approvals to the Merger and the transactions contemplated by this Agreement) and (b) any change of control obligations, transaction bonuses, severance payments, and all other payments to employees or service providers of the Company related to the Merger or the transactions contemplated by this Agreement that are payable or are triggered by the Merger or the transactions contemplated by this Agreement (including any withholding, payroll, employment or similar Taxes, if any, required to be withheld or paid by Acquiror (on behalf of the Company) or the Company), in each case of clauses "(a)" and "(b)" to the extent not paid prior to the Closing.

"**Unvested Company Shares**" means any Company Capital Stock that is not vested under the terms of any Contract with the Company (including any stock option agreement, or stock option exercise agreement, or restricted stock purchase agreement).

Other capitalized terms defined elsewhere in this Agreement and not defined in this Exhibit A shall have the meanings assigned to such terms in this Agreement.

EXHIBIT B

Form of Company Stockholder Consent

EXHIBIT C

Form of Non-Compete Agreement

EXHIBIT D

Form of Certificate of Merger

EXHIBIT E-1

Form of FIRPTA Notice

EXHIBIT E-2

Form of FIRPTA Notification Letter

SCHEDULE 1.3(a)(xi)

SPECIFIED CONTRACTORS

(a)

VASoft LLC
Evgeniy Evstratiy
Stanislav Smirnov
Alexander Kukharenko
Dmitry Loginov

(b)

Evidence of the termination of those Contracts of the Company listed or described on Schedule 1.3(a)(xii)-1

SCHEDULE 1.3(a)(xii)-1

CONTRACTS TO BE TERMINATED

Professional Software Development and Conveyance Agreement No. SD/300316, dated as of March 30, 2016, by and between VASoft LLC and the Company (as amended and/or supplemented from time to time)

Professional Software Development and Conveyance Agreement No. SD/010217, dated as of February 1, 2017, by and between VironIT LLC and the Company (as amended and/or supplemented from time to time)

Consulting Agreement, dated as of November 30, 2015, by and between the Company and Maksim Osipau (as amended and/or supplemented from time to time)

Consulting Agreement, dated as of November 30, 2015, by and between the Company and Aliaksandr Osipau (as amended and/or supplemented from time to time)

SCHEDULE 1.3(a)(xii)-2

CONTRACTS TO BE AMENDED

Letter Agreement, dated as of October 31, 2015, by and between Lawrence M. Chu and the Company, as amended by Letter Agreement, dated as of July 21, 2017, by and between Lawrence Chu and the Company

SCHEDULE 1.3(a)(xiv)

Gennadii Denisenko
Alexander Petrenko
Anton Bogdanovich
Andrei Martsinkevich
Victor Kasianovich
Hanna Naidzen
Nikita Mishchanka
Alexsandr Evmenchik
Maxim Osmolovski
Artsem Anikeyenka
Ilya Koptsik
Vladimir Gabidulin
Aleksei Petrovsky